



UNIVERSITY OF
Central Oklahoma

PURCHASING – BIDS AND CONTRACTS

REQUEST FOR PROPOSAL

**For
Handicap Door Operator Repair
RFP NO. 2009P123**

ISSUE DATE: December 17, 2008

PROPOSAL DUE DATE / TIME:

January 23, 2009 @ 3:00PM, 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 405-974-3838

1. _____ NO RESPONSE

2. COMPANY NAME: _____

3. OUR REASON FOR "NO RESPONSE":

If full request for proposal is not included, you can find the FULL REQUEST FOR PROPOSAL (RFP)
LOCATED AT: www.uco.edu – Faculty & Staff/ Administration & Finance/Departments/
Purchasing & Payment Services/Suppliers/Solicitations

DIRECT ALL QUESTIONS & INQUIRES TO:

Primary Contact

Denise L. Smith

Director, Purchasing & Payment Services

E-Mail: dsmith111@uco.edu

Department Fax: 405-974-3838

Secondary Contact

Julie A. Baer

Buyer II

E-Mail: jbaer@uco.edu

****No phone calls. Fax or Email communication only.****

1.0 The University of Central Oklahoma (UCO)

1.1 About the University

If you are not familiar with UCO, you can find information about our University at the University's website www.uco.edu.

1.2 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.

1.3 Campus Map

A UCO Campus Map can be located on the University's website per the following link: http://administration.uco.edu/documents/tps_ucoParkingMap.pdf

2.0 General Information and Instructions to Proposers

2.1 Original RFP Document

The UCO Purchasing & Payment Services Department shall retain the Request for Proposal (RFP), and all related terms and conditions, 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

RFP Instructions pertaining to this document are available at the following link: www.uco.edu - Faculty & Staff/Administration & Finance/ Departments/Purchasing & Payment Services/Suppliers/Solicitation Documentation. Proposals submitted must meet the requirements of these instructions. 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, 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.

<u>Action</u>	<u>Date</u>
Issue RFP	12/17/08
Pre-Proposal Conference and/or Site Visit	N/A
Last day for Vendor to submit written questions	01/12/09
Tentative Addendum Post Date	01/14/09
RFP Closing Date and Time	01/23/09, 3 PM CST
Evaluation Period	TBD
Vendor Presentations	TBD
Tentative Notice of Award	02/09/09
Post Award Meeting	TBD
Implementation	02/09/09

2.4 Pre-Proposal Conference – N/A

If a pre-proposal conference has not been scheduled, UCO 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 UCO, there is a need for such conference.

2.5 Pre-Proposal Site Visit - N/A

A site visit is required if the project is such that the vendor must 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 UCO Purchasing Office by telephone 405-974-2490, 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 – N/A

Vendors should read this document closely to determine whether a performance bond or similar requirements are indicated for this RFP. If so, vendors should 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.

2.8 Originals/Copies - Submission Deadline and Location

The PROPOSAL and all attachments, to also include any applicable & acknowledged addenda, are to be included within the required submission which includes one (1) original signature copy, marked "ORIGINAL" along with three (3) photocopies of your proposal marked "Copy 1" thru "Copy 3". 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 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 will NOT be accepted.*** All Proposals must be submitted and received by the University **NO LATER THAN 3:00PM CST, Friday, January 23, 2009.**

Proposals must be addressed as follows with the "University of Central Oklahoma Request for Proposal # 2009P123, Handicap Door Operator Repair" **clearly marked on the outside of the sealed package** to:

University of Central Oklahoma, Administrative Services
Attention: Julie Baer, Buyer II, Purchasing, Payment Services & Travel
Proposal Enclosed (2009P123 Handicap Door Operator Repair)
Lillard Administration Bldg., Room 109
100 North University Drive
Edmond, OK 73034

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 UCO Purchasing & Payment Services office.

*** UCO Campus and Offices will be closed December 20, 2008 through January 4, 2009. Any communication received during this time will not be returned until January 5, 2009.**

2.9 Communication, Questions, Inquires

From the date of RFP issue, to the submission closing date, the vendor must 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 Purchasing 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 Purchasing or designee. For communication purposes all questions and inquires regarding this document will be directed in writing to the attention of:

Primary Contact:

Denise L. Smith, Director
Purchasing & Payment Services
Email: dsmith111@uco.edu
Department Fax: (405) 974-3838

Secondary Contact:

Julie Baer, Buyer II
Purchasing & Payment Services
E-mail: jbaer@uco.edu

Questions and/or information requests may be submitted as they occur, but NOT LATER THAN **1:00 PM CST, Monday, January 12, 2009.** Email questions, referencing ***“Questions for RFP# 2009P123” on the correspondence.*** Questions and answers will be posted to the website as one addendum to the solicitation.

3.0 Terms and Conditions Governing the Resulting Contract

3.1 UCO Standard Terms & Conditions

Standard Solicitation Terms & Conditions are available at the following link: www.uco.edu - Faculty & Staff/Administration & Finance/Departments/Purchasing & Payment Services/Suppliers/Solicitation Documentation. By submitting a quotation, proposal or bid, the supplier or vendor is agreeing to adopt the UCO 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) UCO solicitation (whether RFQ, RFP or ITB) and any changes, (2) Negotiations rendered to writing and signed by both parties, (3) Vendors qualifying Response/Quote/Proposal/Bid, and (4) UCO Terms & Conditions. This will 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 Specific and Unique Terms and Conditions applicable to this RFP

The following Terms and Conditions, along with the UCO Standard Terms and Conditions, incorporated by reference, will become part of any Agreement resulting from this RFP between the University and the vendor.

- A. This RFP does not contain bond requirements.
- B. This work is not time/schedule sensitive but is limited to a “not later than” date.
- C. All materials are to be bid FOB jobsite.
- D. No smoking allowed within any campus building or within 25’ of any building entrance.
- E. Vendor must furnish all materials, equipment and labor necessary for handicap door operator repair.
- F. Vendor will be responsible for clean up and debris removal from jobsite(s) immediately after completion of work.
- G. Vendor will be held responsible for any damage to property or grounds.
- H. Vendor must provide a valid certificate of liability insurance prior to beginning any work on campus.
- I. This is a firm fixed-price RFP. Please state all costs clearly and completely. UCO will not accept hidden costs or costs not disclosed in response to this RFP.
- J. Pricing may be negotiated on an annual basis pursuant to the Consumer Price Index or verified by factory quotations and documentation after UCO approved renewal of each contract year.
- K. The term of the resulting contract will be for one (1) year with three (3), 1-year renewal options which may be exercised at the discretion of the University by letter & authorized agent signature.
- L. A multi-supplier award is possible.

3.5 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

The enforcement of Section 1313 has been stayed by Preliminary Injunction issued by the United States District Court for the Western District of Oklahoma. By signing the solicitation response, the individual, contractor or vendor warrants and attests they understand that should said Preliminary Injunction be lifted, they may be required to register and participate in the Status Verification System which 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 renewal periods if applicable, of the Contract. The University reserves the right to request copies of documents certifying compliance with this requirement.

3.6 UCO Transportation and Parking

Effective August 18, 2008, contractors and vendors parking on the UCO Campus will 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: <http://administration.uco.edu/documents.php?d=tps>
See document TPS PARKING REGULATIONS 2008 – 2009

4.0 Evaluation Criteria

4.1 Proposal Evaluation

- A. Fee proposal
- B. Industry experience

5.0 Specifications

The University of Central Oklahoma is seeking a vendor to perform handicap door operator repair requirements on campus. UCO has approximately 35 buildings with multiple handicap door operators. Two (2) buildings have BESAM operators, one (1) building has a DORMA opener, two (2) buildings have two (2) each RECORD USA openers and the remaining buildings have ABLE SERIES openers. The successful vendor(s) must be able to meet the following requirements:

- A. Vendor must begin repairs within 12 hours of service request.
- B. Vendor must be a part stocking distributor for BESAM, RECORD USA, DORMA & ABLE brands of handicap door operators.
- C. Provide plan to procure, repair parts for ABLE series handicap door operators.
- D. All work shall be done on an as needed basis.
- E. All completed work shall pass inspection by University personnel before acceptance and payment can be made.

Please provide pricing as listed below:

1. Price Per Hour, Monday – Friday 8:00 AM through 5:00 PM.....\$_____
2. Minimum Service Charge.....\$_____
3. Price Per Hour, After 5:00 PM including Week-ends & Holidays.....\$_____
4. Minimum Service Charge After 5:00 PM including Week-ends & Holidays \$_____
5. Discount % from Manufactures' Retail List Parts Prices....._____

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 costs is one-time, incremental, or recurring costs for UCO 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 will 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 must be addressed within the current fiscal year or within 45 days of each fiscal year close. Payments made by the University must 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 must 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 UCO 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. UCO 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 will be deemed as an amendment to the existing contract and made available to UCO's partners and alliance members.

ATTACHMENT A**MUST 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 bidder _____ (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 _____ issued by the University of Central Oklahoma, and the undersigned and firm agree to be bound by the content of this proposal, that the undersigned have read and have complied with the **RFP INSTRUCTIONS AND CONDITIONS GOVERNING THE PROPOSAL** located at www.uco.edu - Faculty & Staff/Administration & Finance/ Departments/Purchasing & Payment Services/Suppliers/Solicitation Documentation, and agrees to comply with the UCO Standard Terms and Conditions and any specific terms and conditions and provisions of the referenced Request for Proposal (RFP) and any addenda thereto in the event of an award to the firm, exceptions are to be noted as stated in the RFP, and 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 bidding 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, Bidder/Supplier 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 Bidder/Supplier 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

A. That Neither the Bidder/Supplier nor anyone subject to the Bidder/Supplier's direction or control has been a party:

1. To any collusion among bidders 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 bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of this contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor'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 Bidder/Supplier 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 W-9 must 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 MUST 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: _____

_____ Business Enterprise

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. All may be noted on a separate sheet.

F. Financial Resource Information:

[The following information will assist UCO in evaluating the comparative financial resources of competing Bidder/Suppliers. It is understood and acknowledged that the information is requested by UCO solely as an indication of the Bidder's fiscal responsibility.]

Dun & Bradstreet Bidder/Supplier's Number: _____**F.E.I.N. Number:** _____**The Bidders 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 will you provide a Financial Statement: ____ Yes ____ No

If 'Yes' will it 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**MUST 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 contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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 contractor 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 contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will 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 contractor will 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 contractor will 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 will 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 contractor'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 contractor will 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 will be binding upon each subcontractor or vendor. The contractor will 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

Company / Firm