

**RETURN SEALED PREPROSALS TO:  
ROGERS STATE UNIVERSITY**

**DATE ISSUED: October 31, 2024 25, 2024**

OFFICE OF THE PRESIDENT  
1701 W WILL ROGERS BLVD  
MEYER HALL  
CLAREMORE, OK 74017

**REQUEST FOR PROPSAL**

**THIS IS NOT AN ORDER**

**Competitive Proposal #: R F P 2 4 2 5 - 3**

**No Proposal Received after: December 6, 2024 at 3:00 p.m.**

**CONTACT: Dr. R. Mark Rasor**

**FOB Destination: RSU, Claremore, OK**

**PLEASE MARK OUTER ENVELOPE: SEALED BID # RFP2425-3, DECEMBER 6, 2024, 3:00 p.m.  
CST**

**DESCRIPTION OF ITEMS DESIRED**

The University seeks a professional service to recruit international students and provide support for said international students upon arrival on campus. Such support may include transport from Tulsa International Airport, check-in on campus, coordination for meals when campus food service is closed, etc.

*See the attached Specifications and List of Items for Pricing – Place all Pricing on the Attached Form*

**PROPOSAL IS NOT VALID UNLESS SIGNED – NON-COLLUSION**

**AFFIDAVIT**

I, \_\_\_\_\_ of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, 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:
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; and
3. Neither the bidder/contractor nor anyone subject to the bidder/contractor's direction or control has been a party: (a). to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, (b). 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 (c). 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 a contract, (d). to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the State of Oklahoma, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

FEI OR SS NUMBER: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE & ZIP \_\_\_\_\_

*This is submitted as a legal offer and acceptance by the Rogers State University Administration and Finance Office constitutes a binding contract.*

**PROPOSALS MUST BE RETURNED ON THIS FORM AND/OR ATTACHED PAGES. RE-COPIED LISTS WILL NOT BE ACCEPTED.**

**IMPORTANT DATES:**

Request for Proposals Issued:	October 31, 2024
Last day for questions:	November 20, 2024
Submitted proposals opened:	December 6, 2024 3:00pm CST

Formal presentations, if needed, will be scheduled individually the week of December 9, 2024.

Award notification December 13, 2024 with formal Board of Regent approval January 31, 2025.

**OS-160700-KAT**

**TYPE OF BUSINESS: PLEASE CHECK ALL THAT APPLY:**

Large Business \_\_\_\_\_

Small Business \_\_\_\_\_

Small Disadvantaged-Owned \_\_\_\_\_

HUBZone Business \_\_\_\_\_

Women-Owned \_\_\_\_\_

Veteran-Owned \_\_\_\_\_

Service Disabled Veteran-Owned \_\_\_\_\_

Sheltered Workshop \_\_\_\_\_

Historically Black Colleges & Universities \_\_\_\_\_

Registered in System for Award Management (SAM) \_\_\_\_\_ Yes/ \_\_\_\_\_ No

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the Chief Procurement Officer or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.
- A.1.6. "Best Value" means tradeoff price between price and performance that provides the greatest overall value benefit under the specified selection criteria (see A.3.4.)
- A.1.7. "Lowest and Best" means an acquisition based on criteria which include, but not limited to the following: The lowest total purchase price, the quality and reliability of the product, and the consistency of the proposed acquisition with the Oklahoma University Board of Regents planning documents and announced strategic program direction.

### **A.2. Bid Inquiries**

All inquiries during the bid and evaluation process must be submitted in writing to Dr. Mark Rasor, RSU Interim President, mrasor@rsu.edu.

### **A.3. Bid Submission**

- A.3.1. Submitted proposals shall be in strict conformity with the instructions to bidders and shall be submitted with completed information and any other forms required by the solicitation.
- A.3.2. Bidders shall submit only **ONE** response per item and guarantee unit price to be correct
- A.3.3. Any separate agreement that will be required by the bidder must be returned with the initial bid response.
- A.3.4. All proposals should include the following information at a minimum:
  - A.3.4.1. Length of time in business
  - A.3.4.2. List of accounts similar in size
  - A.3.4.3. Proposed equipment to be used
  - A.3.4.4. Proposed crew size and work schedule
  - A.3.4.5. Business references
  - A.3.4.6. Detailed pricing structure

#### **A.4. Solicitation Amendments**

- A.4.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Purchasing Department.
- A.4.2. It is the Bidder's responsibility to check the public website [www.rsu.edu/bids](http://www.rsu.edu/bids) frequently for any possible amendments that may be issued. Rogers State University is not responsible for a bidder's failure to download and complete any amendment documents required to complete a solicitation.

#### **A.5. Bid Change**

If the bidder needs to change a proposal prior to the solicitation response due date, a new bid shall be submitted to the Interim President with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.6.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.6.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.6.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.6.1.2. of this certification; and
  - A.6.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.6.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.7. Pre Bid Meeting**

- A.7.1. Not applicable.

#### **A.8. Bid Opening**

- A.8.1. Sealed Proposals will be opened by the Office of the President or designee at 1701 W Will Rogers Blvd., Meyer Hall, Claremore, OK 74017 (unless otherwise specified), at the time and date shown on this solicitation.

#### **A.9. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for Rogers State University outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51

O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Chief Procurement Officer as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62

O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. It is suggested that the confidential sections be identified in the bid document and those items submitted under separate cover. The Chief Procurement Officer shall make the final decision as to whether the documentation or information is confidential. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.10. Late Bids**

Bids received after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.11. Legal Contract**

- A.11.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Rogers State University Procurement Office, shall constitute a contract.
- A.11.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.11.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.11.2.2. Solicitation, as amended (if applicable); and
  - A.11.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.11.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
- A.11.4. Oklahoma law requires each bidder submitting a response to an agency of the State of Oklahoma for goods or services to furnish a signed statement of non-collusion, therefore this bid is INVALID if not signed. This requirement may be satisfied by electronic signature or acknowledgement as permitted by the Chief Procurement Officer.

#### **A.12. Pricing**

- A.12.1. The primary bid shall be for all necessary services for the recruiting of international students and any support services the respondent proposes to provide.
- A.12.2. Bidders may choose to bid separately on other value added services.

- A.12.3. Bids shall remain firm for a minimum of one hundred eighty days (180) days from the solicitation closing date.

#### **A.12 Manufacturers' Name and Approved Equivalents**

Not Applicable.

#### **A.13. Clarification of Solicitation**

- A.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Dr. R. Mark Rasor as specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.13.2. If a bidder fails to notify the Buyer of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.13.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to Dr. Mark Rasor as listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.14 Negotiations**

- A.14.1. When the solicitation evaluation criteria is Best Value, Rogers State University reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the University. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that will mitigate risk. All issues will be considered negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the bidder's proposal.

#### **A.15. Rejection of Bid**

Rogers State University reserves the right to reject any proposals that do not comply with the requirements and specifications of the solicitation. A proposal may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability.

#### **A.16. Award of Contract**

- A.16.1. Rogers State University may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the University to be in the best interest of the University
- A.16.2. Contract awards will be made to the best value bidder(s) unless the solicitation specifies that lowest and best criteria is being used.

#### **A.17. Contract Modification**

- A.17.1. The Contract is issued under the authority of the Board of Regents for the University of Oklahoma, Cameron University, and Rogers State University as delegated to the Interim President who signs the Contract. The Contract may be modified only



through a written Contract Modification, signed by the Interim President.

- A.17.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Purchasing Department in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

**A.18. Delivery, Inspection and Acceptance**

- A.18.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the requesting department at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. Rogers State University assume no responsibility for goods until accepted by the requesting department at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.18.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Purchasing Department.

**A.19. Invoicing and Payment**

- A.19.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.19.2. Payment terms are Net 45 days after receipt of goods or services and invoice.

**A.20. Tax Exemption**

Rogers State University acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

**A.21. Audit and Records Clause**

- A.21.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the Rogers State University, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.21.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**A.22. Non-Appropriation Clause**

The terms of any Contract resulting from this solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the department may terminate its obligations under the contract if sufficient appropriations are not made by the Board of Regents for the University of Oklahoma, Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) department's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

**A.23. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

**A.24. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Rogers County, Oklahoma or other asdesignated by Rogers State University.

**A.25. Termination for Cause**

A.25.1. The supplier may terminate the Contract for default or other just cause with a minimum 30-day written request and upon written approval from the Interim President. Rogers State University may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.25.2. Rogers State University may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of a department and detrimental to its cause, when conditions preclude the 30-day notice, or when the Interim President determines that an administrative error occurred prior to Contract performance.

A.25.3. If the Contract is terminated, Rogers State University shall be liable only for payment for products and/or services delivered and accepted.

**A.26. Termination for Convenience**

A.26.1. Rogers State University may terminate the Contract, in whole or in part, for convenience if the Interim President determines that termination is in Rogers State University's best interest. The Interim President shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Chief Procurement Officer.

A.26.2. If the Contract is terminated, Rogers State University shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.27. Insurance**

When applicable, the successful bidder will be required to maintain such insurance as will protect themselves as well as Rogers State University from its contingent liability from claims under Worker's Compensation acts and from any other claims for damage as public liability from operations under this contract, whether such operations are by themselves or any subcontractor or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with Rogers State University before a Purchase Order can be issued, and shall be subject to Rogers State University approval of adequacy of protection per the following:

A.27.1. The Certificate of Coverage will be made to: Board of Regents for the University of

Oklahoma on behalf of Rogers State University, 1701 West Will Rogers Blvd, Claremore, OK 74017, unless otherwise specified.

- A.27.2. Minimum coverages will include; General Liability \$1,000,000. Automotive Liability \$1,000,000. Workers Compensation coverage as required by the State of Oklahoma . Other levels of coverage may be required or approved by the Interim President.

**A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

§1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) .

**A.29. Affidavit of Completion**

When applicable, any contract shall, in lieu of bond, demonstrate by means of an affidavit of payment, of all indebtedness incurred by such contractor or their subcontractor who performs work in performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract. The required affidavit will be attached to the purchase order issued to the successful bidder and must accompany the invoicing for final payment.

**A.30. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

- A.30.1. In entering into any contract resulting from this response, 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. \_\_\_\_\_ initial

- A.30.2. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.** \_\_\_\_\_ initial

- A.30.3. If services include the use or disclosure of Patient Health Information (PHI) then a HIPAA Business Associates Agreement will be required prior to the beginning of services. \_\_\_\_\_ initial

- A.30.4. The contractor agrees that no employee allowed to be working on University premises under the authority of the contractor has been convicted by this state, another state, or the United States of

- Any sex offense subject to the Sex Offenders Registration Act. \_\_\_\_\_ initial
- Any felony offense except as provided in Subsection C of Section 4, 70 O.S 1991, Section 6-101.48 or when ten (10) years has elapsed since the date of the original conviction or the employee has received a Presidential or Gubernatorial pardon for the criminal offence. \_\_\_\_\_ initial

- A.30.5. The contractor shall participate in the E-Verify program as required by Oklahoma statutes to enforce the provision of Oklahoma's immigration law to prove the legal status of the provider's employees. \_\_\_\_\_ initial

**A.31. Information Technology**

A.30.1. If this purchase involves information technology products or services, they must be in compliance with the accessibility to information standard of Section 508 of the Rehabilitation Act of 1973

A.30.2. Pursuant to Title 74, Section 85.7d and OCA 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Information Technology Accessibility Standards, issued by the Oklahoma Office of Management and Enterprise Services, in effect on the date of issuance of the contract.

**A.32. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

**[END OF SECTION A. GENERAL PROVISIONS]**