# **Oklahoma Baptist University**

Audio, Visual & Door Access Controls Installation

OBU Nonprofit Security Grant Programs RFP# A/V & Door Access Controls

> 500 West University Shawnee, Oklahoma 74804

> > June 2025

#### PUBLIC NOTICE OKLAHOMA BAPTIST UNIVERSITY REQUEST FOR PROPOSALS FOR INSTALLATION OF AUDIO, VISUAL & DOOR ACCESS CONTROL SYSTEMS

The Oklahoma Baptist University (OBU) hereby solicits Requests for Proposals for the purchase and installation of audio & visual (A/V) equipment plus door access control systems across multiple buildings on the campus.

Interested and qualified respondents may submit RFP Packages, according to the requirements described within, by email to <u>Lester.Kasterke@okbu.edu</u> with subject line RFP – A/V & Door Access Controls. All RFP packages are due by or before 3 p.m. (CST) on July 23rd, 2025. Any packages delivered to or received after the 3 p.m. deadline will not be considered. Each package submitted must have the respondent's name and mailing address marked plainly in the email. Each submittal shall include all required documents and any supplemental information.

To obtain a full copy of the Request for Proposals, please visit the website (https://www.okbu.edu/business-office/proposal-requests.html) or contact Mr. Lester Kasterke – Assistant VP of Finance & Admin, Lester.Kasterke@okbu.edu.

Advertise:	June 15, 2025
	June 22, 2025
	June 29, 2025
	July 6, 2025

## OKLAHOMA BAPTIST UNIVERSITY REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR PROFESSIONAL A/E SERVICES

# BACKGROUND

Oklahoma Baptist University (OBU) hereby solicits Requests for Proposals for the purchase and installation of audio/visual equipment plus door access control systems across multiple buildings on our campus.

Interested and qualified respondents may submit RFP Packages, according to the requirements described within the full Request for Proposal, by email to <u>Lester.Kasterke@okbu.edu</u> with subject line "RFP – A/V & Door Access Controls". All RFP packages are due by or before 3 p.m. (CST) on July 23rd, 2025. Any packages delivered to or received after the 3 p.m. deadline will not be considered. Each package submitted must have the respondent's name and mailing address marked plainly in the email. Each submittal shall include all required documents and any supplemental information.

# OBJECTIVE

The objective of this Request for Proposal (RFP) is to select a contractor for installation of "turnkey" exterior security cameras and access control systems for multiple buildings on the campus of Oklahoma Baptist University (OBU). This project will be in conjunction with the Department of Homeland Security Nonprofit Security Grant Program.

# **SCOPE OF SERVICES**

Bidders must provide itemized quotes by building for the following buildings. Please see appendix A-C for specifications.

Appendix A – Building list with requested equipment & location Appendix B – Equipment specifications Appendix C – Campus Map

Art Annex Art Building Bailey Business Center Ford Music Hall Geiger Center (GC) Recreation and Wellness Center (RAWC) Sarkeys Center Science Annex Wood Science Building Noble Complex

The following is a highlight of key items but not a complete list. Bidders are responsible for providing quotes for all labor and materials necessary for completion of access control.

- 1. General Security Cameras Access Control Items.
  - (a) All items necessary materials needed to complete project to be provided in an itemized list.
  - (b) This project is tax exempt.
  - (c) Include delivery to jobsite
  - (d) Provide product data, shop drawings, as-built drawings, and closeout submittals.
  - (e) Door Hardware to be included in bids.
  - (f) All additional electrical needed for security cameras and access control systems to be included in the bids.
  - (g) The bidder is responsible for costs associated with repairing or replacing damaged ceiling tiles/grid, damaged sheet rock, texture, paint, or any adjacent finishes. All finishes are to be put back to the original state prior to beginning the project. It will be evaluated per occurrence and sent via back charge to the awarded bidder.
- 2. Job Specific Security Cameras and Access Control Items
  - (a) This project is tax exempt.
  - (b) This is a turnkey project. All trade specific requirements shall apply whether listed below or not. This includes all necessary layout, supervision, tools, and equipment to complete the scope of work per the contract documents. It is the responsibility of the access control and security camera installer to provide complete access control and surveillance systems in accordance with the plans and specifications or make notification if any additional equipment is required to do so other than shown.
  - (c) The access control and security camera installer are responsible for all raceways, boxes, pull strings, sleeves or cable trays. Subcontractors can be utilized if necessary. Access control vendors are liable for damages or actions of all subcontractors.
  - (d) Access control contractor and security system installer is responsible for providing any loose cabling support, j-hooks, etc. above accessible ceilings.
  - (e) Provide a complete access control and security camera system to include but not limited to the following per contract documents.
  - (f) Pay special attention to items shown as provided by owner but installed by contractor or shown as provided or installed by owner. To include but not limited to:
    - i. Access Control Panels
    - ii. Card Readers
    - iii. Door Contacts
  - (g) All hardware is to be provided by the access control contractor, including electrified locksets. All door hardware and door frames to be prepped and wired for access control equipment install and final terminations by access control contractor. All hardware, doorframes, etc. must meet OBU Campus Standards unless otherwise specified.
  - (h) Provide all cabling associated with the access control and security systems back to the access control panel locations as indicated on the contract documents.
  - (i) Breakout Pricing
    - i. All Devices and Equipment
    - ii. Wiring
    - iii. Install Labor
    - iv. Other

(j) Contractor to submit itemized list of materials per building and per door.

# OTHER OPERATIONAL AND LOGISTICAL DETAILS

 All bidders must attend a job site walk of the project site(s). This is to ensure that they are aware of site-specific conditions before submitting their bid. All bids are hard bids and final upon submission. The job site walk is currently scheduled for **July 9**, **2025 at 9:00AM (CST)**. Contractors should park at the Facilities Services Building. Please contact Ryan Grider, Project Manager at (405) 496-4146 or ryan.grider@okbu.edu to confirm your attendance.

OBU Facilities Services 2001 N Airport Rd Shawnee, OK 74804

- 2. Contractors are responsible for their own cleaning up and disposal of debris and materials. OBU will not be responsible for providing roll offs to contractors.
- 3. Work hours are Monday through Friday 8:00 AM 6:00 PM. Saturday and Sunday workdays are available upon request and must be coordinated in advance with OBU Facilities Services and the University Police Department.
- 4. During the completion of work, parking is available to contractors on campus. Please coordinate with OBU Facilities Services to reserve spaces closest to buildings.
- 5. All contractors must wear PPE (hard hat, high visibility shirt or vest, gloves, safety glasses, and clothing that identifies what company they work for).
- 6. Any work taking place in dormitories requires an escort by OBU personnel for interior work if the dormitory is occupied.

# **RFP PROCESS**

This RFP is subject to all applicable State and local laws, including the Oklahoma Ethics Commission.

Written addenda to the RFP may be issued to provide clarification, corrections, or to answer questions. Proposers may submit questions regarding this RFQ to Mr. Lester Kasterke, <u>Lester.Kasterke@okbu.edu</u>. Questions may be submitted until ten calendar days prior to the submission date. Answers to all questions received will be incorporated in an addendum and posted on the proposal request page (<u>https://www.okbu.edu/business-office/proposal-requests.html</u>) and sent to all proposers who requested an RFP by <u>email not later than six days before the submission date</u>.

OBU reserves the right to request additional information to clarify proposals. OBU shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.

# SUBMISSION OF REQUESTS FOR PROPOSALS

Proposals must be submitted by the time and date specified in this RFP.

Each respondent shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the proposal.

Respondent shall submit an electronic copy of the proposal by the date and time specified. Failure to submit the required information may result in a finding of non-conformance. Proposals shall be emailed to <u>Lester.Kasterke@okbu.edu</u> with subject line "RFP – A/V & Door Access Controls."

Each RFP shall contain sufficient information demonstrating that the company has sufficient, qualified staff and equipment available to complete the required scope of work.

Request for Proposals are required to include at a minimum the following information:

- 1. Name, address & telephone number of the company
- 2. Name & contact information for any employee who will manage project deliverables
- 3. A list of past projects undertaken with applicable references
- 4. Any other information which the respondent believes may be useful in terms of describing its qualifications.
- 5. A statement attesting whether the respondent has ever been disqualified or debarred by any public agency from Public Contracts?
- 6. A list of any personal business dealing or relationships with any employee of the Oklahoma Baptist University.
- 7. A list of any personal business dealings or relationships with any member of the Oklahoma Baptist University Board of Directors.
- 8. A list of any potential conflicts of interests with respect to conducting business with OBU.
- 9. A list of any litigation, current or otherwise, in which the respondent has been involved with respect to a public agency regarding a public contract.
- 10. Include a completed General Services Administration (GSA) Standard Form 330.

Documents required as a part of each proposal are attached hereto and include:

- A.1. CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS
- A.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION
- B: RFP AFFIDAVIT OF SINGLE SUBMITTAL
- C: RFP AFFIDAVIT OF SOLVENCY
- D: CONFLICT OF INTEREST CERTIFICATION
- E: DRUG FREE WORKPLACE FORM
- F: NON-COLLUSION AFFIDAVIT OF VENDOR
- G: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
- H: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I: COST PROPOSAL FORM
- J: CONTRACTOR QUESTIONNAIRE
- K: ADDENDUM ACKNOWLEDGEMENT FORM

# PUBLIC DISCLOSURE

It is understood and agreed upon by the respondent in submitting a proposal that OBU has the right to withhold all information regarding this procurement until after contract award, including but not limited to the number received; competitive technical information; and the selection committee's evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Oklahoma Open Records Act. Respondent specifically waives any claims against OBU related to the disclosure of any materials if made under a public records request.

# COMMITMENT

OBU shall have the right to reject or accept any proposal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever. This RFP does not commit OBU to award, nor does it commit OBU to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

OBU reserves the right to terminate this RFP at any time prior to contract execution. No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, director or employee of OBU shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

OBU reserves the right to revise any part of the RFP by issuing an addendum to the RFP at any time. Issuance of this RFP in no way constitutes a commitment by OBU to award a contract. OBU reserves the right to accept or reject, in whole or part, all proposals submitted, and/or cancel this announcement if it is determined to be in OBU's best interest. All materials submitted in response to this announcement become the property of OBU, and selection or rejection of a proposal does not affect this right.

# LATE, MODIFIED, OR WITHDRAWN PROPOSALS

Any proposal received after the time specified for receipt will not be considered.

No modification of a proposal, except a modification resulting from OBU's request for "best and final offer," will be accepted.

No respondent may withdraw its proposal within forty-five (45) days after the actual date of opening thereof.

#### **REQUIRED SIGNATURE PAGE FOR QUALIFICATION PROPOSALS**

# This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposal, propose to furnish equipment, materials and services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce Oklahoma Baptist University to consider this proposal, the Company irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to OBU, and Company further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Oklahoma Baptist University.

Please type or print legibly information below.

Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

Company Name:		
Address:	City/State/Zip: _	
Phone No.:	Fax No.:	
<b>AUTHORIZATION T</b>	<b>O PROPOSE</b> (must be signed):	
By: Signature	Offer Date	Printed Name
Primary Contact F	Person (If other than above):	
Name:	Phone No:	Fax No:
Title:	E-mail Address:	
If this proposal is being	submitted on behalf of an agent/brok	ker, please complete section below:
Submitted on beh	alf of:	
	Fax No:	

#### PROPOSER INFORMATION

# **EVALUATION AND SELECTION**

An Evaluation Committee is appointed by the President of OBU for the purpose of evaluating qualifications and proposals received in response to this RFP. The committee will evaluate proposals submitted by qualified consultants/companies. OBU reserves the right to request additional information and clarification of any information submitted.

The Evaluation Committee will determine if interviews are necessary as part of its evaluation process.

The Evaluation Committee will present its recommendation for award. As part of the negotiation process, OBU reserves the right to negotiate with successful respondents. Award will be made to the most responsible companies or teams whose qualifications are determined to be most advantageous to OBU. OBU also reserves the right to reject all proposals.

All qualification proposals will be evaluated by applying a set of evaluation criteria (Exhibit A) and awarding points to each proposal.

# INSURANCE

Insurance Required. Without limiting Consultant's indemnification of OBU, Consultant shall, at times during the term of this Agreement and extended terms thereof, provide and maintain at its own expense, the following types of insurance protecting the interests of OBU, with limits of liability not less than those specified below:

Workers' Compensation as statutorily required, insuring against any and all claims of workers for compensation arising out of workers' compensation claims. Consultant agrees to have its carrier provide a waiver of subrogation inuring to the benefit of OBU. Employer's Liability with coverage in amounts acceptable to OBU.

Comprehensive/Commercial General Liability Insurance in amounts not less than \$1,000,000 each occurrence, \$1,000,000 per year, Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be endorsed to request that it is primary and non-contributory and to provide for severability of interests.

Automobile Liability Insurance in an amount not less than \$1,000,000 for any hired, owned, or non-owned vehicles used in performance of the work.

Professional Liability Insurance in the amount of \$1,000,000 per occurrence insuring Consultant for professional errors or omissions in the performance of work under this Agreement.

Certificate of Insurance. Before commencing performance of this Agreement and from time to time during the term of this Agreement promptly upon request of OBU, the Consultant shall provide Certificates of Insurance in form and content satisfactory to OBU, evidencing all coverages stated above. Until satisfactory evidence of insurance in force is received, OBU will stop processing this Agreement and/or Agreement Payments.

Additional Insured Endorsement. By means of policy endorsement, the Consultant's

General Liability policy shall name OBU, its commissioners, officers, agents, employees and representatives as Additional Insured as respects operations or services performed by or on behalf of Contractor in the performance of this Agreement.

Notice of Cancellation. Policies and/or certificates must specifically provide to OBU a thirty (30) day written notice of cancellation, non-renewal, or material change.

Indemnification. Consultant, at its expense, shall defend, indemnify and hold harmless OBU, its commissioners, officers, employees and representatives from any and all claims, demands, causes of action, damages, suits, actions, judgments, losses, and expenses (including attorney's fees and costs) of whatsoever nature, character, or description, in whole or in part, regardless of merit thereof, which are or may be asserted against OBU by any person or entity, but only to the extent such claims, demands, causes of action, damages, suits, actions, judgements, losses, and expenses (including attorney's fees and costs) arise out of or result from, or are alleged to arise out of or result from, the error, omission, negligence or fault by Consultant and anyone employed by it (including consultants and subcontractors and their respective employees) in the performance of this Agreement. The acceptance of services by OBU shall not operate as a waiver of such right of indemnification. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to OBU which would otherwise exist. OBU shall give Consultant prompt and timely notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification hereunder. The extent of the foregoing indemnification and hold harmless term shall not be limited by any provision or insurance contained in this Agreement. The defense and indemnification obligations under this provision of this Agreement shall survive the expiration or earlier termination of this Agreement.

# SUBMITTALS REQUIRED UPON AWARD

The following documentation must be submitted to OBU within ten days of the notice of award being issued.

Insurance Requirements as specified in this RFP, if not currently on file A current, fully executed Taxpayer Identification Number (W-9 form)

# HOLD HARMLESS

To the fullest extent permitted by law, consultant shall indemnify, hold harmless, and defend OBU and all of its agents and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of consultant.

# NON ASSIGNABILITY

No consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of OBU. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to OBU.

# EXCLUSIONS

Contractor must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the five (5) years prior to submitting the proposal.

# DISCLOSURE

Consultant must disclose whether it provides services or pays commissions to any employee or appointed official of OBU. If so, respondent must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

# FORM OF AGREEMENT:

A sample agreement is attached to this Request for Qualifications. Exhibit B

#### ATTACHMENT A

Instructions: If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

#### A.1. CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, \_\_\_\_\_certify that\_\_\_\_\_

is a

\_\_\_\_\_

Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration	
Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. OBU reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

#### A.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, \_ will \_\_\_\_\_certify that \_\_\_\_\_

utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated <u>dollar value</u> of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ \_\_\_\_

Description of Work	MOB Amount	WOB Amoun t	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. OBU reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

#### ATTACHMENT B: RFQ AFFIDAVIT OF SINGLE SUBMITTAL

RFP# A/V & Door Access Controls <u>Affidavit</u>

To: OBU Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF	CITY OF		. befo	re	me,	the	un	dersigned
authority, personally	appeared		who.	Beir	ng du	ly swo	orn,	despises
and says they are	(Title) of		_(firm)	the	resp	onder	nt s	submitting
the attached proposa	I for the services of	covered by the RFP do	ocument	t for I	RFQ#	4706	DR-	OK-OBU-
A&E Professional A/E	E Services.							

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF \_\_\_\_\_) COUNTY OF \_\_\_\_\_)

Subscribed and sworn before me this \_day of \_\_\_\_, 2025 by \_\_\_\_\_who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

#### ATTACHMENT C: RFQ AFFIDAVIT OF SOLVENCY

RFP# A/V & Door Access Controls Affidavit of Solvency

Pertaining to the solvency of	(Entity Name), being
of lawful age and being duly sworn I,	(Affiant Name),
as	

\_(Title) hereby certify under penalty of perjury that:

- 1. have reviewed and am familiar with the financial status of above stated entity.
- The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
- 3. The above-stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
- 4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this

\_\_\_\_\_day of\_\_\_\_\_

2025.

Signature of Affiant

STATE OF	)	
COUNTY OF		_)

Subscribed and sworn before me this \_day of \_\_\_\_, 2025 by \_\_\_\_\_\_who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

#### ATTACHMENT D: CONFLICT OF INTEREST CERTIFICATION

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of OBU or its designees or agents, no member of the governing body of OBU in which the program is situated, and no other public official of OBU who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

#### ATTACHMENT E: DRUG FREE WORKPLACE FORM

Company Name:

OBU Drug-Free Workplace Form

The undersigned firm hereby certifies that \_\_\_\_\_does: (Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee, engaged in providing the contractual services that are described in OBU request for proposals to provide bond underwriter services, a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or no contest to, any violation of the State of Oklahoma, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace.

As the person authorized to sign this statement, I certify that this company complies fully with the above requirements.

Signature

Date

## ATTACHMENT F: NON-COLLUSION AFFIDAVIT OF VENDOR

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF \_\_\_\_\_\_). STATE OF \_\_\_\_\_\_)

#### <u>AFFIDAVIT</u>

I, \_\_\_\_\_, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of \_\_\_\_\_\_(Firm's Name) and that:

- 1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including OBU, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including OBU, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
- 2. <u>(Firm's Name)</u> has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
- That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to \_\_\_\_\_\_(Firm's Name) has been convicted of a
  - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this \_\_\_\_\_day of \_\_\_\_\_\_, \_\_\_\_\_,

(SEAL)

My Commission Expires

(Notary Public)

# ATTACHMENT G: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub- grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	
Printed Name	
Position	
Date	

# ATTACHMENT H: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	
Printed Name	
Position	
Date	

#### ATTACHMENT I: COST PROPOSAL FORM

Key Program Management Personnel: The Proposer shall identify Key Program Management Personnel for the Project. Provide detailed resumes (limited to two pages) of Key Program Management showing related experience.

# ATTACHMENT J: CONTRACTOR QUESTIONNAIRE

#### **Contractor Information**

Company Name:		
Street Address:		
County:	State:	Zip:
Telephone Number:		Facsimile Number:
Type of Organization (circle one): Sole Proprietorship Partnership Joi Corporation	nt Venture	FEIN:
G.C. License No.:		Years in Business:
No. of Full Time Employees:		No. of Part Time Employees:
Website Address:		
Method of Contact		<b>-</b>
Name:		Title:
Telephone Number:		E-Mail:
Authorized Signatures/Negotiato	rs	
Name:		Title:
Telephone Number:		E-Mail:
Name:		Title:
Telephone Number:		E-Mail:
Name:		Title:
Telephone Number:		E-Mail:

#### ATTACHMENT K: ADDENDUM ACKNOWLEDGEMENT FORM

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Qualifications (indicate number and date of each):

Addendum No.:	Dated:
Addendum No.:	Dated:

# FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name:	FEIN:
Authorized Signature:	Date:
Printed Name:	Title:

#### EXHIBIT A Oklahoma Baptist University Source Selection Committee Selection/Scoring Criteria for RFP

Company Name:	<u>Weight</u>	<u>Max Total Points</u>
SCORE CARD FACTORS		
Accuracy, overall quality, thoroughness and responsiveness to the requirements	<u>0-5 pts</u>	
Ability and Capacity to perform the work	0-60 pts	
Experience in providing the same relevant services within the past five y Expertise and experience of the company relative to the Scope of Service		
Cost of the Proposal Firm shall submit and Hourly Rate Form consisting of billable hour	0-30 pts	for each person
assigned to the Project and shall include ALL costs, work, insuran- overhead and profit.		-
Geographic Location	0-5 pts	
Geographic location of the firm relative to Shawnee, OK. The firm the office proposed to handle the work. Explain how services corre- beyond 100 miles of the City of Shawnee, OK.		
	тот	AL

Committee Member Signature\_\_\_\_\_

#### Exhibit B – Sample Contract

# Exhibit A – Compliance Provisions COMPLIANCE WITH FEDERAL PROCUREMENT AND MISCELLANEOUS

# Section 1. EQUAL EMPLOYMENT OPPORTUNITY

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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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.
- **2.** The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- **3.** The contractor will, in all solicitations or advertisements 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, sexual orientation, gender identity, or national origin.
- 4. The contractor will not discharge or in any other manner discriminate against any employee, or applicant, because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- **5.** 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- **6.** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 7. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 8. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 9. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Section 2. Extension to Successors and Assigns.

Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

#### Section 3. Binding Agreement.

This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed original.

#### Section 4. Governing Law.

All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Oklahoma and resolved in a District Court of Oklahoma or applicable Federal Court of Oklahoma. The Contractor hereby consents to and waives any objection to venue and jurisdiction in such courts.

#### Section 5. Severability.

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

#### Section 6. Clean Air Act and Federal Water Pollution Control Act.

- 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 *et seq.*
- 2. The Contractor agrees to report each violation to Oklahoma Baptist University and understands and agrees that Oklahoma Baptist University will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 4. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- 5. The Contractor agrees to report each violation to Oklahoma Baptist University and understands and agrees that Oklahoma Baptist University will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 6. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

# Section 7. Debarment and Suspension.

- This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction entered into.
- This certification is a material representation of fact relied upon by Oklahoma Baptist University. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Oklahoma Baptist University, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

# Section 8. Byrd Anti-Lobbying Amendment and Certification.

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. – **Exhibit D**.

# Section 9. Procurement of Recovered Materials.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- 1. Competitively within a timeframe providing for compliance with the contract performance schedule
- 2. Meeting contract performance requirements; or
- 3. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

# Section 10. Contract Work Hours and Safety Standards Act.

- Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### Section 11. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval.

#### Section 12. No Obligation By Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### Section 13. Program Fraud and False or Fraudulent Statements or Related Acts.

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### Section 14. Access to Records.

The following access to records requirements applies to this contract:

- 1. The Contractor agrees to provide ODEMHS, Oklahoma Baptist University, state and federal agencies, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The Contractor agrees to provide the Department of Homeland Security or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### Section 15. Changes.

To be eligible for Department of Homeland Security assistance under the non-Federal entity's grant or Client agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Client prior to occurring or Contractor may not be paid for work performed.

#### Section 16. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that Department of Homeland Security financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, DHS policies, procedures, and directives.

#### Section 17. Termination For Cause.

The Client shall submit a written notice to the Contractor and surety (if applicable) which justifies placement of the Contractor in default if:

- 1. The work, duties, and services related to the Project and/or contemplated by the Agreement do not begin within the time specified in this Agreement.
- 2. The work, duties, and services, contemplated by the Agreement and/or Project is performed with insufficient workmen or employees; inadequate facilities; inadequate completion of services (including but not limited to reefer trucks, ice); and/or inadequate equipment or materials to assure satisfactory completion of the scope of Contractor's services. Any and all determinations of sufficiency in this provision are at the Client's sole determination.
  - (a) The Contractor provides unsuitable, neglected or rejected work, and/or refuses to remove materials (determined at the Client's sole determination).
  - (b) The work and duties contemplated by the Agreement is discontinued by Contractor.
  - (c) The work, duties, and services contemplated by the Agreement and/or Project are not completed within the specified amount of time in the Agreement, or as otherwise agreed to amongst the parties.
  - (d) The work, duties, and services contemplated by the Agreement and/or Project is not resumed within a reasonable time after receiving a notice to continue by the Client.
  - (e) Contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.
  - (f) Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.
  - (g) Contractor makes an assignment for the benefit of creditors.
  - (h) The work contemplated by the Agreement is not performed in an acceptable manner (as determined solely by Client).

If problems or issues are discovered by Client, the Client may provide written notice to Contractor. In the event such written notice is provided and Contractor or surety (if applicable) does not remedy all conditions cited in the written notice by Client of a problem

or issue within ten (10) days after receiving such a notice, the Contractor is placed into default. The Client may obtain the necessary labor, services, materials, and equipment (if necessary) from a third party. If the Client enters into a new contract or agreement to complete the work, duties, and services that are the subject of this Agreement on behalf of Client, any and all costs incurred by the Client will be deducted from the payment due to the Contractor by Client. If such expense exceeds the sum payable under the new contract/agreement, the Contractor and surety (if applicable) shall be completely liable to pay the Client the difference. For avoidance of doubt, Contractor will be liable to make Client whole for any costs incurred by Client in the event Client enters into a contract/agreement due to the services (including new lodging accommodations) covered by the Agreement due to the termination of this Agreement.

#### Section 18. Termination For Convenience.

Client may, at any time, terminate this Agreement or any portion thereof, for Client's convenience, upon providing twenty-four (24) hour advance written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received). In no event shall the Contractor be entitled to payment of overhead and profit on work not performed.

#### Section 19. Exhibits.

The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. If there is a disagreement between the Exhibits and this Agreement, this Agreement prevails.

#### Section 20. Titles and Headings.

Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. For the "Description of Services and Products" are incorporated into this Agreement and made apart hereof.

#### Section 21. Conflict or Inconsistency.

In the event of any conflict or inconsistency between the terms and provisions of an Addendum and the terms and provisions of the Agreement, contract, instrument, or other agreement between Contractor and Client, the terms and provisions of the Addendum control.

#### Section 22. Dispute Resolution.

In the event any dispute, claim or controversy arising out of this Agreement remains unresolved, any party may request non-binding mediation upon written notice to the other party, and such matter will be submitted to a third-party mediator mutually agreeable to the defaulting party and the non-defaulting party within thirty (30) days after such written notice. Such mediation proceedings shall be conducted in Pottawatomie County, Oklahoma. Each party shall be responsible for any fees, costs, and expenses incurred by it in the mediation; provided, however, the mediator's fee shall be borne equally by the parties. In addition to, and not in limitation of, any other confidentiality provisions of this Agreement, all aspects of the mediation shall be treated as confidential. Neither the parties

nor the mediators may disclose the existence or results of the mediation, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties to afford such other parties a reasonable opportunity to protect their interests. Neither party may commence proceedings before a court of competent jurisdiction or in relation to any dispute arising out of this Agreement unless and until it has pursued mediation in good faith and either (x) the mediation has terminated; or (y) the other party has failed to participate in the mediation (or agree to a mediator); providing always that a party's right to commence proceedings are not prejudiced by a delay. Each party hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of any state court of competent jurisdiction sitting in Pottawatomie County, Oklahoma, or the United States District Court for the State of Oklahoma, for any litigation arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in such courts and agrees not to plead or claim in any such court that such litigation brought therein has been brought in any inconvenient forum. The prevailing party in any such litigation shall be entitled to its attorneys' fees and expenses from the other party. Notwithstanding the mediation provisions herein, any party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage.

#### ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- 1. Competitively within a timeframe providing for compliance with the Contract performance schedule
- 2. Meeting Contract performance requirements; or
- 3. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

# PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

- Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- 2. Prohibitions.
  - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (c) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (d) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (e) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (f) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 3. Exceptions.
  - (a) This clause does not prohibit contractors from providing-
  - (b) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (c) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) By necessary implication and regulation, the prohibitions also do not apply to covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system
  - ii. Are not used as a substantial or essential component of any system
  - iii. Are not used as critical technology of any system.
  - iv. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- 4. Reporting requirement.
  - (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (b) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (c) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique Oklahoma Baptist University identifier (if known); supplier Commercial and Government Oklahoma Baptist University (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (d) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

# SUBCONTRACTS

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

# NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

# PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

## For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**THIS DONE AND EXECUTED** by the following duly authorized representatives of the parties:

<u>Client</u>	<u>Contractor</u>
OKLAHOMA BAPTIST UNIVERSITY	CONTRACTOR
Signed:	Signed:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

## Appendix A – Building list with requested equipment and location

OBU RFP for Audio, Visual & Door Access Control Systems

Requested Existing

Building	Door	Camera - EXT	Camera - INT	Access Control	Card Reader
Art Annex					
	East - Main Entrance	NO	NO	YES	YES
	West - Emergency Exit	NO	NO	NO	NO
Art Building					
	North - Main Entrance	NO	NO	YES	YES
	West - Covered Work Area	NO	NO	NO	NO
			NO		NO
	South - Entrance 1 (Left)	NO	NO	NO	NO
	South - Entrance 2 (Right)	NO	NO	YES	YES
Bailey Business Center					
	North - Main Entrance	NO	YES	NO	NO
	East - Entrance	NO	NO	NO	NO
	West - Entrance	NO	NO	YES	YES
Ford Music Hall					
	North - Main Entrance	YES	YES	YES	YES
	East - Howard Chapel	YES	NO	NO	NO
	West - Elevator	YES	YES	YES	YES

Geiger Center					
	South 1ST - Main Entrance	NO	YES	YES	YES
	South 1ST - Gathering Room	NO	YES	NO	NO
	East - 1ST - Student Lounge	NO	YES	NO	NO
	East - 1ST - SE Corner of building	YES	NO	NO	NO
	North - 1ST - Kitchen	NO	NO	NO	NO
	North - 1ST - Loading Dock	NO	NO	NO	NO
	North - 1ST - Mechanical	NO	NO	NO	NO
	East - 2ND - Stairs to Cafeteria	NO	YES	NO	NO
	West-2ND	NO	YES	YES	YES
Noble Complex					
	East - Entrance to Office Area	NO	NO	NO	NO
	East - 4 Sets of Double Doors	YES	YES	NO	NO
	North - E. End 1 Set of Double Doors	NO	YES	YES	YES
	North - Center Single Door	NO	NO	NO	NO
	North - West End 1 Single Door	NO	NO	NO	NO
	North - West End 1 Roll-Up Door	NO	NO	NO	NO
	North - West End 1 Single Door	NO	NO	NO	NO
	North - West End 1 Roll-Up Door	NO	NO	NO	NO

	West - 2 Sets of Double Doors	NO	NO	NO	NO
	South - 1 Set of Double Doors	NO	NO	NO	NO
RAWC					
	South - Main Entrance	NO	YES	NO	NO
	North - Weight Room	NO	YES	NO	NO
	North - Equipment Room	NO	YES	NO	NO
	North - Emergency	NO	NO	NO	NO
	South - Emergency	NO	NO	NO	NO
Sarkeys Center					
	East - Main Entrance	NO	NO	YES	NO
	North - Faculty Access	NO	NO	YES	YES
Science Annex					
	West - Entrance	YES	NO	YES	YES
	East - Lab Entrance	NO	NO	YES	YES
	East - Apartment Entrance	NO	NO	NO	NO
Wood Science					
	West - Main Entrance	NO	NO	NO	NO
	North - Vestibule	NO	NO	YES	YES
	East - Loading Dock	NO	NO	NO	NO
	East - Greenhouse	NO	NO	NO	NO
	West - Greenhouse	NO	NO	NO	NO

## **Appendix B – Equipment Specifications**

## ACCESS CONTROL SYSTEMS

#### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section Covers:
  - 1. Access control panels
  - 2. Power Supplies
  - 3. Door position sensors
  - 4. Access control cable
  - 5. Card readers

## 1.02 REFERENCES

- A. ANSI/TIA 569 Commercial Building Standard for Telecommunications Pathways and Spaces
- B. ANSI/TIA 862 Building Automation Systems (BAS)
- C. ANSI/TIA 606 Administration Standard for Commercial Telecommunications Infrastructures
- D. International Standards Organization/International Electro Technical Commission (ISO/IEC) DIS 11801,
- E. ANSI/TIA 862 Building Automation Systems Cabling Standard for Commercial Buildings.
- F. ANSI/TIA 568 Telecommunications Cabling for Commercial Buildings.
- G. International Standards Organization (ISO) 7816
- H. Underwriters Laboratories (UL) Cable Certification and Follow up Program
- I. National Electrical Manufacturers Association (NEMA)
- J. American Society for Testing Materials (ASTM)
- K. National Electric Code (NEC), Latest Issue
- L. Institute of Electrical and Electronic Engineers (IEEE
- M. UL Testing Bulletin
- N. Comply with the current version (at time of construction) of all applicable codes and standards.

## **1.03 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Reference each product to a location on Drawings.
  - 1. Provide electronic copies in pdf format.
  - 2. Provide manufacturer cut sheets for each piece of equipment specified. Include the manufacturer name, model number and description of each listed component.
  - 3. No portion of the work shall commence, or equipment ordered until the consultant and Owner have approved the submittals.
  - 4. Design plans. For power, signal, and control wiring. Show typical wiring schematics including the following:
    - a. Door hardware
    - b. Card readers
    - c. Door controllers
    - d. Other access control devices

## 1.04 CLOSEOUT SUBMITTALS

A. Closeout Submittals will be submitted under this section with the following provisions.

- 1. Maintenance Data: Include manufacturer's operating instructions, original copies of all software, recommended maintenance required and maintenance intervals.
- 2. A complete parts list.
- 3. Each device shall be labeled as per the direction of the Owner representative.

## 1.05 QUALITY ASSURANCE

- A. Contractor
  - 1. The Contractor will utilize the authorized manufacturer components and distribution channels in provisioning this project.
  - 2. The proposed Contractor shall have a minimum of three (3) years of recent experience with the proposed manufacturer's products.
  - 3. Preferred Contractor shall have a minimum of five (5) years' experience with the design, programming, installation and project management of access and control systems.
  - 4. The Contractor shall comply with all federal, state and local statutes as required by Oklahoma Baptist University regarding qualifications of firms.
  - 5. The Contractor shall have adequately trained personnel in the usage of such tools and equipment and shall provide a quantity of certified technicians as part of their submittal response.
  - 6. The Contractor must have previously established offices located within two hundred (200) miles of the Owner Administration Building.
  - 7. The Contractor shall provide proof of licensing by the state Labor Commission of Oklahoma.
  - 8. The Contractor shall not have any grievances or complaints of record regarding workmanship, code compliance or service response. A Contractor that has any prior finding(s) of a license violation or has any litigation in process is unacceptable.
  - 9. The Owner reserves the right to reject bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature.
- B. Subcontractors
  - 1. No portion of this project shall be performed by subcontractors. unless approved by Owner and / or Owner representative.
  - 2. Unqualified bidders may not partner with a qualified bidder for any reason.

## **1.06 PROJECT CONDITIONS**

- A. The Contractor shall review contractor documents and field conditions prior to the work.
- B. Comply with requirements of referenced standards and recommendations of material manufacturers for environmental conditions before, during, and after installation.
- C. Do not begin installation until instructed to perform by the Owner or Owner's representative.
- D. While on campus or on any land owned by the Owner, all Contractors will comply with Owner policies concerning alcohol, tobacco and firearms as well as any other Owner policy governing dress, behavior etc.
- E. Coordinate with the Owner's technology department in obtaining all the required IP addresses.
- F. The Owner makes no representations as to the accuracy or completeness of the site information furnished to the Contractor by the Owner and does not expressly or impliedly warrant same and is not responsible for any interpretations or conclusions reached by the Contractor with respect thereto. It is Contractor's sole responsibility to verify to its own satisfaction all site information.
- G. The Contractor is responsible for having visited the site and ascertained pertinent local conditions such as location, accessibility, and character of the site or building, the character and extent of existing work within and adjacent to the site, and any other work being performed thereon at the time of the submission of his proposal. Any failure to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Owner.
- H. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor

with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

- I. If in the performance of the contract, subsurface, latent, or concealed conditions at the site are found to be materially different from the information included in this specification and related drawings, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in work of the character shown and specified, the Owner shall be notified in writing of such conditions before they are disturbed. A/E, with the approval of the Owner, will promptly make such changes the specifications as deemed necessary to conform to the different conditions, and any increase or decrease in the work, or in the time within which the work is to be completed, resulting from such changes will be adjusted by change order subject to the prior approval of the Owner.
- J. Before submitting its proposal to the Owner, and continuously after execution of the contract, the Contractor shall carefully study and compare this specification and shall at once report to the Owner any error, inconsistency or omission the Contractor may discover, including any requirements which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the work. By submitting its proposal for the contract and the work, the Contractor agrees that the specification and related drawings appear accurate, consistent, and complete insofar as can reasonably be determined. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in this specification and resulting Contract documents. The Contractor shall perform no portion of the work at any time without the contract documents and, where required, approved project drawings, product data or samples for such portion of the work.

#### 1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials protected from exposure to harmful environmental conditions and at temperature conditions recommended by manufacturer.
- C. Handle products and systems in accordance with manufacturer's instructions.
- D. Contractor is required to remove all empty containers and other trash associated with the system. This includes all packaging, excess cable and other materials that hold no value to the Owner.

#### 1.08 WARRANTY

- A. Comply with requirements of project closeout submittals and this specification.
- B. The Contractor warrants to the Owner that all materials and equipment furnished under this specification will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with this specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- C. Contractor shall assign to Owner all warranties and guarantees from or rights against any manufacturer, supplier or distributor of equipment, fixtures and other material installed in or incorporated in the Work at the time of Acceptance by Owner.

#### PART 2 PRODUCTS

## 2.01 CONTROL AND NETWORK CABLES AND PATHWAYS

A. The Contractor will provide all pathways and control cabling for all RTE devices, door position switches, door release buttons, alarm buttons and card readers as required providing a complete and functioning system.

- B. All cabling for the approved manufacturer's hardware must meet the factory specifications, including the requirements for cable that is stranded, twisted, with an overall shield to eliminate electrical interference.
- C. Pair counts and wire gauge must meet the approved manufacturer's specifications based upon the distances and power level required.
- D. Plastic tie wraps are not permitted at any time on this project. All pathway areas shall be secured by the Contractor with Velcro tie wraps to secure cable bundles.
- E. All above-ceiling cabling installed for this system will be supported with j-hooks and/or cable tray where available secured to the building structural steel, walls, or by dedicated all thread rods or dedicated grid wire and will not use the grid wire that is supporting the ceiling at any time.
  - 1. Contractor will not secure j-hooks to the ceiling grid wire for any reason. Grid wire may be used to support independent j-hooks providing it is properly secured to the building structure. J-hooks will be spaced 48" 60" apart.
- F. Cable pathways will not rest upon or be secured to ducts, pipes, or other utilities found in the overhead ceiling. Pathways not conforming to these requirements will be replaced or repaired by the Contractor immediately.
- G. Any cables showing signs of excessive bending or mishandling that result in damage to the cable jacket will be replaced at Contractor's expense.
- H. All cables and components, including but not limited to above-ceiling, in-wall, in-slab and underground shall be rated for the environment in which they are installed.
- I. The Contractor will use their own sleeves as needed to penetrate any walls and will fire stop the sleeves to meet all applicable codes. It will be the Contractor's responsibility to plan for any such penetrations. Wiring run through any penetration without a proper sleeve will be removed and replaced at the Contractor's expense. All sleeves shall require plastic bushings on each end of the sleeve. Contractors installing cabling in conduit sleeves without bushings shall replace the entire pathway.
- J. Conduit pathways shall be provided in all exterior door locations and on interior locations as needed. The Owner will not accept any exposed wiring for any reason below the ceiling. Coordinate all pathway rough in with other trades prior to the rough in and installation of the door frames. Bushings shall be provided and installed by the electrical Contractor in all cases where the electrical Contractor provides the conduit pathway or sleeves. Electrical Contractor should provide pathway trim-out at each door location.

## 2.02 ACCESS CONTROL PANELS

- A. Contractor will size out the appropriate Lenel manufactured wall mounted panel to accept the number of readers and inputs as shown on the drawings.
- B. Contractor will provide and install the access control panels in the identified rooms as needed.
  - 1. Acceptable Manufacturers
    - a. Mercury (Lennel firmware)
    - b. Lenel Netbox Network node
      - 1) LP1502
      - 2) MR52-S3
      - 3) MR16OUT-S3
      - 4) MR16IN-S3
      - 5) Lenel S2 wall mount Network node
      - 6) Lenel S2 access control application blade
    - c. Contractor will coordinate with the Owner Technology Department on obtaining the proper I.P. address for the panels as needed.
- C. The Contractor will provide and install a dedicated power supply for all panel locations. The use of power cords or plug-in transformers for power supplies is not permitted.

- D. All access control panels will be installed on the provided plywood backboards in a centralized architecture back to the MDF/IDF based on reader and input counts and locations.
  - 1. Contractors who place the panel in locations not approved on the contract documents or by written authorization from the Owner will be required to move the panel to the approved location. Such a move will be performed at the Contractor's expense.
- E. Owner Technology will make any necessary connections to the campus network. Coordinate with Owner Technology on this process.

## 2.03 TAMPER SWITCHES

- A. Wire all tamper switches on each control panel door back into the system.
  - 1. Acceptable Manufacturer:
    - a. Sentrol
    - b. GRI
    - c. Ademco
- B. Provide a tamper switch to sense the opening of all security equipment enclosures.
- C. Plunger type actuator sensor.
- D. Switch configuration normally closed when enclosure door is shut.

## 2.04 DOOR HARDWARE POWER SUPPLY

- A. Provide as required power supply(s) and battery backup, U.L. Listed and labeled for access control systems.
- B. Provide a U.L. Listed cabinet suitable for surface mounting. The cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and a painted standard finish. The back box and door shall be constructed of 0.060" minimum steel with provisions for electrical conduit connections into the sides and top. The cabinet shall provide storage for backup batteries. The door shall provide a key lock to access system components, key alike with main panel. The cabinet shall be attack resistant and fitted with front and back tamper switches. All components shall be securely mounted and all cable routed and tie wrapped in a neat, professional manner.
- C. All cables will route via conduit pathways connecting the main power supply to the main alarm panel location. Placement of this sleeve is the responsibility of the Contractor.
- D. All electrical wiring shall be done on terminal strips no wire nuts or caps are permitted at any time on any panel.
  - 1. Acceptable Manufacturer:
    - a. Altronix power supplies.
    - b. LifeSafety Power
    - c. Or approved equal

## 2.05 DOOR POSITION SWITCHES

- A. Contractor shall provide and install new door contacts in the top of all new door frame locations or attached to the doors using surface mounted devices as shown on the plans.
- B. Flush Mount Door Position Switches
  - 1. Acceptable Manufacturer:
    - a. GE Sentrol 1078
      - b. Or approved equal
- C. Access control system shall provide alarm to monitoring center if doors are propped after hours.

## 2.06 CARD READERS

- A. No substitutions will be allowed, these are the only card readers that will be accepted.
- B. ICE # ICE2531
  - a. 40NKS-03-01DPHT Wall switch, Pigtail
  - b. 20KNKS-03-01DPHT Mullion, Pigtail

- c. Wall and mullion mounted readers are not to be used interchangeably. See drawings for reader details.
- d. Reference the above ICE number for ordering. These are custom coded card readers for Oklahoma Baptist University from HID. Contractors must coordinate with Owner for ordering.
- C. Route the required wiring to the nearest access control panel in a Contractor provided pathway.
- D. Some card readers may not be used in this project. Wall mount readers are preferred in all locations for card readers, mullion mounts are only to be used where a wall mount is not possible, and the Contractor shall obtain written approval prior to use of mullion mount card readers.

#### 2.07 WIRE AND CABLE

- A. Minimum Specifications:
  - 1. All wire and cable shall be: UL approved, meet all national, state and local codes, and manufacturer's recommendations for connected components for its intended application.
  - 2. Cables installed shall be rated for the environment in which they are installed.
  - 3. Insulation shall be rated for a minimum of 300 volts.
  - 4. Conductors shall be 100% copper.
  - 5. Cable shall be shielded where required by equipment manufacturer.
- B. Minimum wire types and sizes:
  - 1. Low Voltage Power Cable 14 to 18 AWG, twisted, stranded CL2P. AWG based on supplied current and distance.
  - 2. Alarm Point Monitoring Cable 20 AWG, twisted, stranded CL2P
  - 3. Card Reader Cable 20 AWG twisted, stranded, shielded CL2P
  - 4. Control Point Cable 18 AWG twisted, stranded CL2P
- C. Composite/Banana cable required:
  - 1. Acceptable Manufacturer:
    - a. General
    - b. Or approved equal
- 2.08 ACCESS CONTROL SOFTWARE
  - A. Owner's standard is Lennel Netbox
  - B. Site will attach to Owner's existing portal license

#### 2.09 ACCESS CONTROL SERVER/SERVER HARDWARE

A. Owner furnished

#### 2.10 MISCELLANEOUS EQUIPMENT

A. The Contractor will provide any necessary consumable materials and support hardware necessary to facilitate the installation of the System.

## PART 3 EXECUTION

## 3.01 INSTALLATION

- A. Unless otherwise stated in this specification, all equipment, material, and articles incorporated in the work covered by this specification are to be new and of the most suitable grade for the purpose intended.
- B. All work under this Contract shall be performed in a skillful and professional manner. The Contractor agrees to employ only orderly and competent employees, skillful in the performance of the type of work required under this contract; and agrees that whenever informed by the Owner in writing that any employee(s) on the work is (are), in its opinion, incompetent, unfaithful or disorderly, shall be discharged from the work and shall not again be employed on the work without the Owner's written consent.

- C. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Neither custom nor usage of trade shall require the Owner to accept materials or workmanship not in strict and complete compliance with the contract documents.
- D. The Contractor shall provide all materials, equipment, labor and all other incidental materials and appliances necessary, as described herein and in the drawings, to provide a complete turnkey and functional system, regardless of any materials and/or equipment not listed or described in this specification and/or supplementary drawings.
- E. Refer to the technology drawings for all device locations.
- F. The Contractor shall provide all necessary devices on the access control system, per the installation instructions furnished with each product and as outlined in this specification.
- G. Provide operational programming support.
- H. Wiring color codes will be strictly observed, and terminations will be uniform throughout the system.
- I. Identification markings and systems will be uniform.
- J. The Contractor shall perform the work in accordance with the Contract documents and submittals as well as all local and state codes.

## 3.02 SPECIAL REQUIREMENTS FOR CABLE ROUTING AND INSTALLATION

- A. Cabling
  - 1. All cabling used throughout this project will comply with the requirements as outlined in the National Electric Code (NEC) Articles 725, 760, 770, and 800 and the appropriate local codes.
  - 2. All copper cabling will bear the appropriate markings for the environment in which they are installed.
  - 3. Cabling shall be supported with continuous supports, J-hooks, spaced 48-60" apart. Secure J-hooks to building structure, all thread or a dedicated grid wire. Do not support pathways from existing trades such as plumbing, fire suppression or HVAC. Do not hang wiring from electrical conduits or all the wiring to touch any other device, trade, structure of the building etc.
- B. Fire Stopping
  - 1. Fire stopping equipment and practices will comply with applicable national and local codes.
  - 2. Sealing of openings between floors, through rated fire and smoke walls, existing or created by the Contractor for cable pass through will be the responsibility of the Contractor.
  - 3. Sealing material and application of this material will be accomplished in such a manner, which is acceptable to the local fire and building authorities having jurisdiction over this work.
  - 4. Creation of such openings as are necessary for cable passage between locations as shown on the drawings will be the responsibility of the Contractor's work.
  - 5. Any openings created by or for the Contractor and left unused will also be sealed as part of this work.
- C. Contractor Responsibility
  - 1. The Contractor will be responsible for damage to any surfaces or work disrupted because of this work. Repair of surfaces, including painting, will be included as necessary.
  - 2. The Contractor will rectify damaged caused at the Contractor's sole expense.

## 3.03 LABELING

- A. System components and wiring shall be comprehensively labeled.
  - 1. All labels shall be machine generated.
  - 2. Handwritten labels are not acceptable.

## VIDEO SURVEILLANCE SYSTEMS

## PART 1 GENERAL

## 4.01 REFERENCES

- A. ANSI/TIA 569 Commercial Building Standard for Telecommunications Pathways and Spaces
- B. ANSI/TIA 862 Building Automation Systems (BAS)
- C. ANSI/TIA 606 Administration Standard for Commercial Telecommunications Infrastructures
- D. International Standards Organization/International Electro Technical Commission (ISO/IEC) DIS 11801,
- E. ANSI/TIA 862 Building Automation Systems Cabling Standard for Commercial Buildings.
- F. ANSI/TIA 568 Telecommunications Cabling for Commercial Buildings.
- G. International Standards Organization (ISO) 7816
- H. Underwriters Laboratories (UL®) Cable Certification and Follow up Program
- I. National Electrical Manufacturers Association (NEMA)
- J. American Society for Testing Materials (ASTM)
- K. National Electric Code (NEC®), Latest Issue
- L. Institute of Electrical and Electronic Engineers (IEEE)
- M. UL Testing Bulletin
- N. Comply with the current version (at time of construction) of all applicable codes and standards.

#### 4.02 ACTION SUBMITTALS

- A. Provide product data cut sheets for all listed products in section two of this specification with the following provisions:
  - 1. Provide electronic copies in pdf format.
  - 2. Shop drawings are required for the submittal package and will contain the following information:
    - a. Indicate the location of each device as it appears inside the building. Devices shall include all cable pathways, cameras and other devices associated with the video surveillance system.
    - b. Each device shall be labeled as per the direction of the Owner representative.
    - c. Line diagram drawings indicating the connecting points for all devices.
  - 3. Provide manufacturer cut sheets for each piece of equipment specified. Include the manufacturer name, model number and
  - 4. description of each listed component.
    - a. If the data sheet includes multiple part numbers or models the Contractor will indicate which model is being submitted by marking the appropriate model number with an "X" or an arrow.
  - 5. Provide a copy of current manufacturer's certifications for the company and for all personnel who will provide services on this project.
- B. No portion of the work shall commence, or equipment ordered until the consultant and Owner have approved the submittals.

## 4.03 CLOSEOUT SUBMITTALS

- A. Closeout Submittals will be submitted under this section with the following provisions.
  - 1. Maintenance Data: Include manufacturer's operating instructions, original copies of all software, recommended maintenance required and maintenance intervals.
  - 2. A complete parts list.
  - 3. Each device shall be labeled as per the direction of the Owner representative.

## 4.04 QUALITY ASSURANCE

- A. The following manufacturer is the Owner-standard for the video management system:
  - 1. Digital Watchdog
- B. The following camera manufacturers shall be allowed on this project:
  - 1. Digital Watchdog
- C. Contractor
  - 1. The Contractor shall provide proof from the specified manufacturer that they are Digital Watchdog Preferred authorized integrator.
  - 2. The Contractor will utilize the authorized manufacturer components and distribution channels in provisioning this project. Contractors must be prepared to submit authorized manufacturer factory training certificates.
  - 3. The proposed Contractor shall have a minimum of three (3) years of recent experience with the proposed manufacturer's products.
  - 4. Preferred Contractor shall have a minimum of five (5) years' experience with the design, programming, installation and project management of video surveillance systems.
  - 5. The Contractor shall comply with all federal, state and local statutes as required by Oklahoma Baptist University regarding qualifications of firms.
  - 6. The Contractor shall have adequately trained personnel in the usage of such tools and equipment and shall provide a quantity of certified technicians as part of their submittal response.
  - 7. The Contractor must have previously established offices located within two hundred (200) miles of the Owner Administration Building.
  - 8. The Contractor shall provide proof of licensing by the state Labor Commission of Oklahoma.
  - 9. The Contractor shall not have any grievances or complaints of record regarding workmanship, code compliance or service response. A Contractor that has any prior finding(s) of a license violation or has any litigation in process is unacceptable.
  - 10. The Owner reserves the right to reject bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature.
- D. Subcontractors
  - 1. No portion of this project shall be performed by subcontractors. unless approved by Owner and / or Owner representative.
- E. Unqualified bidders may not partner with a qualified bidder for any reason.

## 4.05 PROJECT CONDITIONS

- A. The Contractor shall review contractor documents and field conditions prior to the work.
- B. Comply with requirements of referenced standards and recommendations of material manufacturers for environmental conditions before, during, and after installation.
- C. Do not begin installation until instructed to perform by the Owner or Owner's representative.
- D. While on campus or on any land owned by the Owner all Contractors will comply with Owner policies concerning alcohol, tobacco and firearms as well as any other Owner policy governing dress, behavior etc.
- E. Coordinate with the Owner Technology Department in obtaining all the required IP addresses
- F. The Owner makes no representations as to the accuracy or completeness of the site information furnished to the Contractor by the Owner and does not expressly or impliedly warrant same and is not responsible for any interpretations or conclusions reached by the Contractor with respect thereto. It is Contractor's sole responsibility to verify to its own satisfaction all site information.
- G. The Contractor is responsible for having visited the site and ascertained pertinent local conditions such as location, accessibility, and character of the site or building, the character and extent of existing work within and adjacent to the site, and any other work being performed thereon at the

time of the submission of his proposal. Any failure to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Owner.

- H. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.
- I. If in the performance of the contract, subsurface, latent, or concealed conditions at the site are found to be materially different from the information included in this specification and related drawings, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in work of the character shown and specified, the Owner shall be notified in writing of such conditions before they are disturbed. A/E, with the approval of the Owner, will promptly make such changes the specifications as deemed necessary to conform to the different conditions, and any increase or decrease in the work, or in the time within which the work is to be completed, resulting from such changes will be adjusted by change order subject to the prior approval of the Owner.
- J. Before submitting its proposal to the Owner, and continuously after execution of the contract, the Contractor shall carefully study and compare this specification and shall at once report to the Owner any error, inconsistency or omission the Contractor may discover, including any requirements which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the work. By submitting its proposal for the contract and the work, the Contractor agrees that the specification and related drawings appear accurate, consistent, and complete insofar as can reasonably be determined. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in this specification and resulting Contract documents. The Contractor shall perform no portion of the work at any time without the contract documents and, where required, approved project drawings, product data or samples for such portion of the work.

## 4.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials protected from exposure to harmful environmental conditions and at temperature conditions recommended by manufacturer.
- C. Handle products and systems in accordance with manufacturer's instructions.
- D. Contractor is required to remove all empty containers and other trash associated with the system. This includes all packaging, excess cable and other materials that hold no value to the Owner.

#### 4.07 WARRANTY

- A. Comply with requirements of project closeout submittals and this specification.
- B. The Contractor warrants to the Owner that all materials and equipment furnished under this specification will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with this specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- C. Contractor shall assign to Owner all warranties and guarantees from or rights against any manufacturer, supplier or distributor of equipment, fixtures and other material installed in or incorporated in the Work at the time of Acceptance by Owner.

#### **PART 2 PRODUCTS**

#### 5.01 MANUFACTURERS

- A. Manufacturers and model numbers shall not be substituted without specific notice in an addendum or other formal documentation process. Otherwise, where a specific manufacturer's product is indicated, products of other manufacturers listed as acceptable may be submitted for approval based on the substitute product being, in the opinion of the Owner, of equivalent or better quality than that of the product specified.
- B. Acceptable VMS manufacturer: Digital Watchdog
- C. Acceptable Camera manufacturer: Digital Watchdog.

#### 5.02 CONTROL AND NETWORK CABLES

- A. The Contractor will provide all pathways and data cabling for all cameras. This will include the horizontal cable, the faceplates, inserts and copper patch cables required for each location.
- B. Cabling for all approved manufacturer's hardware must meet factory specifications, including the requirements for cable that is stranded, twisted, with an overall shield to eliminate electrical interference.
- C. Pair counts and wire gauge must meet the approved manufacturer's specifications based upon wiring distances.
- D. Contractor will be responsible for dressing in the patch cables at each camera location. Do not allow the cables to rest on the ceiling tiles, conduits, pipes, insulation, HVAC ductwork or other trades pathways. Support the patch cable with a dedicated J-hook adjacent to the camera location.
- E. Do not use plastic tie wraps on data cables at any time. Cables found with plastic tie wraps on them shall be replaced completely at the Contractor's expense. Cable support will be provided with the structured cabling maintenance loop or the Contractor shall provide and install their own j-hook to support the patch cable.
- F. Additional cabling required for the cameras shall be provided and installed by the Contractor as needed. All cabling shall be rated for the environment in which it is installed and shall be supported in J-hooks spaced apart at 48-60". All j-hooks shall be properly secured to the building structure, dedicated all thread or dedicated grid wire. Do not use the ceiling grid support wire for any reason. Dedicated grid wire used only for the J-hook may be installed.
- G. All cables and components, including but not limited to above-ceiling, in-wall, in-slab and underground shall be rated for the environment in which they are installed.
- H. Sleeve penetrations in all exterior walls must be approved by Owner before installation. Coordinate all final heights camera locations prior to final installation. The Contractor will fire stop the sleeves to meet all applicable codes. It will be the Contractor's responsibility to plan for any such penetrations. Wiring run through any penetration without a proper sleeve will be removed and replaced at the Contractor's expense. All sleeves shall require white plastic bushings on each end of the sleeve. Contractors installing cabling in conduit sleeves without bushings shall replace the entire pathway.

#### 5.03 INTERIOR CAMERAS

- A. See item 2.03F&G for all acceptable manufacturers and models for this project.
- B. Contractor is required to provide for all licenses that are required for a complete and functioning system.
- C. Approved Manufacturer: Digital Watchdog
- D. Approved models:
  - 1. DWC-MD72Di28T
  - 2. DWC-MV72Di28T
  - 3. DWC-MV95Wi36TW
  - 4. DWC-PPVX20WATW
  - 5. DWC-PVF9Di2TW

E. Substitutions shall not be made without written approval.

## 5.04 EXTERIOR CAMERAS – FIXED

- A. Contractor is required to provide for all license seats that are required for a complete and functioning system.
- B. Contractor shall be responsible for furnishing all necessary accessories.
- C. Approved Manufacturer: Digital Watchdog
- D. Approved models:
  - 1. DWC-MV95Wi28TW
  - 2. DWC-MB45WiATW
- E. Substitutions shall not be made without written approval.

## 5.05 CAMERA MOUNTS

- A. Ceiling mounted interior cameras will not be supported directly on the ceiling tile and will have a Tbar or other type system that will keep the camera weight supported on the grid and not the tile.
  - 1. Acceptable mount manufacturer shall match the camera make and model.
  - 2. In addition to grid supported mounts, all new ceiling cameras will be supported with additional security wire that will prevent the camera from falling should the ceiling grid be removed. This wire can be attached to the camera directly only by following the manufacturer's recommendations.
  - 3. Do not install the support wire onto any other cable pathway, dedicated ceiling grid wire or sprinkler system.
  - 4. New ceiling mounted cameras at all other locations will be trimmed out with white colored mounts and trim kits. This is required for all lay in ceiling locations.
- B. Interior wall mounted camera locations will be installed with white colored flush mounts and trim out kits. Data cable should be run to minimize or eliminate visible cabling.
  - 1. Coordinate all final locations and heights with the Owner and other trades prior to final rough in locations. Failure to coordinate with these parties may result in the camera location being changed at the Contractor's expense. The locations of the cameras will be, in the opinion of the installing Contractor, at the height to provide the optimum image needed by the client.
- C. See section three for more information regarding workmanship expectations.

## 5.06 VIDEO MANAGEMENT STORAGE SERVER

- A. The video management server will be provided by Owner.
- B. Contractor will work with Owner to addi cameras from this project to the Owner's Video Management Server

## 5.07 VIDEO MANAGEMENT SOFTWARE

- A. The Owner's standard for video management software is Digital Watchdog.
- B. All cameras installed as part of this project will utilize the Owner's existing "furnished" video management software and storage hardware.
- C. The contractor will be responsible for furnishing all necessary licenses to make a fully functional system.

## 5.08 NETWORK SWITCHES

A. Security systems will utilize Owner provided network switches.

## 5.09 MISCELLANEOUS EQUIPMENT

A. The Contractor will provide any necessary Velcro, clamps, j-hooks, and support hardware, etc., necessary to facilitate the installation of any component in the system.

## PART 3 EXECUTION

#### 6.01 INSTALLATION

- A. Furnish and install, complete with all accessories and functioning video surveillance system from Digital Watchdog for the Oklahoma Baptist University (Owner)
- B. Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.
- C. All work under this contract shall be performed in a skillful and professional manner. The Contractor agrees to employ only orderly and competent employees, skillful in the performance of the type of work required under this contract; and agrees that whenever informed by the Owner in writing that any employee(s) on the work is (are), in its opinion, incompetent, unfaithful or disorderly, shall be discharged from the work and shall not again be employed on the work without the Owner's written consent.
- D. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Neither custom nor usage of trade shall require the Owner to accept materials or workmanship not in strict and complete compliance with the contract documents.
- E. The Contractor shall perform the work in accordance with the Contract documents and submittals as well as all local and state codes.
- F. The Contractor shall arrange for the securing of all necessary permits and pay for same.
- G. Components of the system will be installed in a neat, professional manner as deemed by the Owner / architect / security consultant.
- H. Wiring color codes will be strictly observed, and terminations will be uniform throughout the system.
- I. Identification markings and systems will be uniform with machine generated labels. No handwritten labels are permitted.
- J. Do not place cameras in final locations where field of view objectives cannot be met. Confer with Owner representative on final placement of cameras prior to any final rough in. Failure to coordinate with the Owner representative prior to installing the cameras may result in relocation of the camera at the Contractor's expense. Position cameras to avoid direct light sources and extreme backlit situations. Orient camera for best image and adjust as required or directed by the Owner.
- K. Contractor will not secure j-hooks to the ceiling grid wire for any reason. Grid wire may be used to support independent j-hooks providing it is properly secured to the building structure. J-hooks will be spaced 48-60" apart. Do not secure cable pathways to ducts, pipes, or other utilities found in the overhead ceiling. Pathways not conforming to these requirements will be replaced by the Contractor immediately.
- L. All ceiling mounted camera locations shall be supported from the structure at industry standard intervals for the size specified, utilizing proper anchoring devices and techniques for each type of camera mount used. Do not support camera devices from the drop ceiling grid wire.
- M. All exterior security cameras will be properly secured to the sides of the exterior wall at the locations shown on the technology drawings. Plastic anchors will not be accepted at any exterior or interior wall mount location.
- N. Conduit and sleeve penetrations through the outer wall for security cameras will be provided and installed by Contractor. The Contractor shall be required to provide protective plastic bushings, colored, white, placed at the ends of the conduit sleeves prior to pulling in any cabling to the camera.
- O. Seal all exterior cameras, including those under roof, with RTV or silicon sealant at locations where mounting contacts wall surface.
- P. Sealant will be rated for UV protection use clear sealant.

- Q. The Contractor shall make a thorough inspection of all camera locations to ensure the following:
  - 1. Confirm all devices are properly located and connected as per the technology drawings and the construction specification documents for a complete and functional system.
  - 2. Installed in accordance to manufacturer's instructions.
- R. All equipment and components shall be installed in strict compliance with manufacturer's recommendations and the requirements of the components UL listing. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, electrical requirements, cable types, and physical equipment sizes, etc., before beginning system installation. Refer to the manufacturer's riser / connection diagrams for all specific system installation / termination / wiring data.
- S. All equipment and components shall be new and the manufacturer's current model. All like devices shall be of the same manufacturer and model number.
- T. All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place. Cameras shall not be supported solely by suspended ceiling tiles. Fasteners and supports shall be adequate to support the required load.

## 6.02 MISCELLANEOUS EQUIPMENT

A. The Contractor will provide any necessary Velcro, clamps, j-hooks, and support hardware, etc., necessary to facilitate the installation of the System.

## 6.03 LABELING

- A. System components and wiring shall be comprehensively labeled.
  - 1. All labels shall be machine generated.
  - 2. Handwritten labels are not acceptable.
  - 3. Do not place the IP addresses for the cameras on the outer domes or anywhere else they can be seen by the public.

## Appendix C – Campus Map

