



December 10, 2024

DEADLINE EXTENDED DUE TO NOT RECEIVING ENOUGH BIDS. RECEIVED BIDS REMAIN SEALED AND WILL BE CONSIDERED AT THE NEW DEADLINE/BID OPENING.

Seminole State College is accepting itemized bids for the following:

Replacement of Boilers in the Haney Center:

The following services are needed:

- Remove and dispose of old boilers.
- Provide and install new high efficiency boilers.
- Make any adaptations needed to fit new boilers to current system.
- Perform any additional set up needed.

Notes:

- SSC will be responsible for constructing a secondary escape exit in the boiler area.

Bids are due no later than 8:05 a.m. CST, Tuesday, January 7th, 2025. If prepared in enough time, bids may be mailed to:

Seminole State College
Attn: Business Office – Replacement of Boilers in the Haney Center
2701 Boren Blvd
Seminole, OK 74818-351

or hand delivered to the same address in a sealed envelope labeled “SSC Replacement of Boilers in the Haney Center”.

Bids will be opened inside the Hager Chapman room in the Walkingstick Building at 8:15 a.m. CST Tuesday, January 7th, 2025.

For technical questions or to schedule a tour of the identified space, please contact Clint Robertson at 405-382-9241 or cl.robertson@sscok.edu.

Seminole State College reserves the right to reject any and/or all bids.

Sincerely,
Mrs. Melanie Rinehart
Vice President of Finance, Grants and Enrollment
Seminole State College
405-382-9277
m.rinehart@sscok.edu



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the lettings of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
- OR**
- the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation # _____

Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

Oklahoma Sales Tax Permit¹:

YES – Permit
#: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

Registration with the Oklahoma Secretary of State:

YES - Filing
Number: _____

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Seminole State College
P O Box 351
Seminole, Oklahoma 74818

New Vendor Information Form

Vendor Name _____

Vendor Contact _____ Phone _____

Please describe the product or service you as a vendor will provide for Seminole State College:

Expected Start Date _____

In addition to this form, please attach/include a completed and signed IRS Form W-9. If your organization is an LLC, please enter the tax classification.

Seminole State College will not setup a new vendor without the completion of this form and IRS Form W-9.

Additionally, please note that Seminole State College requires an approved purchase order for all purchases. Verbal purchase requests from anyone representing themselves as an agent of SSC should not be processed. Please help us help you receive timely payment of your invoices.

For Seminole State College Business Office Use Only

Approved for Vendor Setup _____ Date _____

RFP INSTRUCTIONS AND CONDITIONS GOVERNING THE PROPOSAL (Proposal Instructions, Organization, Preparation, Submission & Opening)

A. Contractual Intent / Right to Terminate and Recommence RFP Process

The College intends to contract with one or more vendors whose proposals are considered to be in the best interests of the College. However, the College may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the College reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

B. Acceptance/Rejection

The College reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the College. The College shall not accept any proposal that the College deems not to be in its best interests. The College shall reject proposals submitted after the closing date and time.

C. Vendor Understands of the RFP

The following process described is intended to ensure that all providers have equal access to information relative to this RFP. In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the College as necessary to gain such understanding. SSC reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the College reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding.

Related to this, the College's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no-fault, cost, or liability whatsoever to SSC.

D. College Information Provided in Good Faith without Liability.

All information provided by the College in this RFP is offered in good faith. Individual items are subject to change at any time. SSC makes no certification that any item is without error. SSC is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

E. Proposal Costs

SSC is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

F. Determination of and Information Concerning Vendor's Qualifications.

SSC reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The College may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The College may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

G. Mandatory Requirements

SSC has established certain mandatory requirements that must be included in the RFP response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide may be cause for the proposal response being deemed non-responsive. The word "should" or "may" in this RFP indicates desirable attributes of conditions and is permissive in nature. Deviation from or omissions of such a desirable feature will not by itself cause a proposal to be non-responsive.

H. Effective Period of Proposals

Under this RFP, the College shall hold that vendors' responses to this RFP shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the College, along with any proposed alternatives. The College may accept or reject such proposed alternatives without further notification or explanation.

I. Proposal Preparation and Organization

1. Proposal Response Guidelines.

The instructions set forth in this section prescribe the format to be followed by each vendor in the preparation and presentation of the RFP data. These instructions are to ensure that all pertinent information essential for evaluation is included.

- a) Vendors shall present proposals in a format that can be readily incorporated into a contract. Proposals are to be simply prepared in a manner designed to provide the College with a straightforward presentation of the Proposer's capability to satisfy the requirements set forth in this RFP. Vendors may present narrative proposals provided such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in the section titled "Specifications". Responses merely re-stating any provision and/or requirement and/or solely containing an acknowledgment or affirmation of any provision and/or requirement will be considered non-responsive to that requirement/provision unless otherwise provided herein.
- b) Although a detailed statement of need and requirements has been provided, this RFP is not intended to limit Proposers' innovations or creativity in preparing a proposal. Innovative ideas, new concepts and partnership arrangements other than those presented in this document may be considered. For example, these might include value added, unique business features, special services, discounts or terms and conditions specific to each respondent. All optional arrangements shall be described separately.
- c) SSC reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate. SSC reserves the right to make such a decision without any input or communication from any other party. The following specifies the items to be addressed in your proposal. Please read it carefully and address it completely and in the order listed to facilitate the College's review of your proposal.

2. Proposal Format Guidelines.

Proposal shall be organized into sections and tabbed accordingly as identified below. Proposals must be typed or printed on 8-1/2" x 11 paper. All pages of the proposal shall have the Vendor's name typed or entered in ink, preferably, in the upper left-hand corner. All insertions and attachments shall also identify the Vendor.

- a) Each Proposer must submit his/her Proposal and include the forms provided by SSC. All blank spaces in the Proposal forms must be typed or printed legibly. All signatures must be in ink and the base proposal amount of the total amount of the proposal must be stated in numerals.
- b) Proposal must include the name, address, phone, email and fax number of the person(s) to whom legal authorization has been given to negotiate agreement terms with the College and legally bind the proposing entity by signature of a written agreement with the College.
- c) Proposer must furnish a copy of all documentation materials on all equipment recommended for this project, including equipment warranty information. Elaborate brochures and other promotional materials beyond technical documentation are not requested, nor desired.
- d) Proposal shall contain the following:
 - Section 1 Cover Sheet
 - Section 2 Letter of Interest

- Section 3 Executive Summary
- Section 4 Exceptions to RFP (including conflict of interest disclosure)
- Section 5 Technical Proposal
- Section 6 Cost Proposal
- Section 7 Certifications & Forms
 - 1. References
 - 2. Performance/Payment Bond (If Applicable)
 - 3. List of Required Permits that must be obtained for the project
(Note: City permits are not required due to being on state property.)
- Section 8 Certificate(s) of Insurance (evidence of insured)
- Section 9 Additional Information (Required or Optional) & Special Programs

e) Section Titles/Paragraph Headings. It is understood and agreed that the headings of the titles of sections or paragraphs used herein are for the purpose of facilitating ease of reference ONLY and shall not be construed to infer a contractual construction of language, and no way define, limit or describe the scope of intent of this document or any of its provisions.

f) Additional Information and Special Programs. In this section the vendor should include any additional information deemed necessary to support the RFP.

- 1) Proposal Innovation and Creativity. Describe any special incentive programs (i.e., rebate, leasing, window of opportunity, promotions, etc) designed to improve customer's access to products and services and to stay current with changes and improvements.
- 2) Involvement of Small Business Enterprises. Describe any programs, relationships, subcontracting or other initiatives where Small Business Enterprises are defined by the SBA will be utilized to satisfy the requirements of the RFP.

J. Errors & Omissions in RFP & Enhancements.

Vendors shall bring to the College's attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the College any enhancements in respect to this RFP, which might be in the College's best interests.

K. Exceptions to this Solicitation.

The Proposer must identify and list clearly and conspicuously any exceptions taken to any section(s) of this RFP. The proposer shall list these exceptions referencing the section and paragraph where the exception exists and identify the exception and the proposed working for the Proposer's exception. The proposer shall list these exceptions under the heading of "Exceptions to the Proposal. Exceptions that surface elsewhere and that do not also appear under the heading "Exceptions to the Proposal" shall be considered invalid and void and of no contractual significance.

L. Pricing and/or Revenue Proposal

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

- a) SSC may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. SSC may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis.
- b) SSC prohibits the changing of pricing and/or revenue proposals after the RFP closing date and time.
- c) Unless otherwise specifically proposed by the vendor, SSC reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The College may prescribe the manner and method of by which pricing and/or revenue offerings shall be communicated in the

vendor's proposal. SSC may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

M. Proposal Pricing to Reflect College's Tax-Exempt Status

All prices must be submitted exclusive of any tax, including Federal Excise Tax and Oklahoma State Tax. SSC is exempt from all tax, including federal, state excise and other taxes imposed for services rendered and materials, equipment or parts supplied. The exemption authorities are Oklahoma State Tax Code, Title 68, Oklahoma Supplement 1994, § Article 13, Section 1356 and Federal Tax Exemption number 73-601-7987. When proof of tax-exempt status is required, vendors must include such a notation in their response to this RFP and the College will furnish a certificate.

N. Revisions to the RFP

SSC may revise any part of this Request for Proposal (RFP) for any reason by issuing addenda. Responses to inquiries, which directly affects an interpretation or change to this RFP, will be issued in writing by an addendum (amendment). All such addenda issued by the College PRIOR to the closing date and time of this solicitation shall be considered part of the RFP, and vendor shall consider and **MUST** acknowledge receipt of such by returning one signed copy with the proposal. Only those responses to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

O. Verbal versus Written Communication.

Verbal communication shall not be effective unless formally confirmed in writing by the SSC procurement official in charge of managing this RFP process. ***In all cases, no verbal communication will override written communication and only written communications are binding of the College.***

P. Attention to Terms and Conditions.

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions portion of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Oklahoma State Regents of Higher Education. The Seminole State College Standard Terms and Conditions included in this RFP by reference are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

Q. Required Signatures.

SSC may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

R. Corrections, Changes, and Providing Information on Forms within the RFP.

Vendors shall ensure that an authorized official initials each correction using pen and ink. Vendors shall use pen and ink to provide information directly on pages or copies thereof, contained within this RFP.

S. Collusion Prohibited.

In connection with this RFP, vendor collusion with other vendors or employees thereof, or with any employee of the College, is prohibited and may result in vendor disqualification and/or cancellation of award.

Any attempt by the vendor, whether successful *or* not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault *or* liability whatsoever to the College. Oklahoma law requires each Bidder/Proposer submitting a competitive bid to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion to be valid.

T. Improper Business Relationships / Conflict of Interest Prohibited.

In connection with this RFP, each vendor shall ensure that no improper, unethical or illegal relationships or conflict of interest exists between or among the vendor, the College, and any other party to this RFP. The proposal must disclose any conflicts of interest in connection with the proposal, college or any other perceived conflict. Failure to do so could result in a dismissal of the proposal/vendor.

SSC reserves the right to determine the materiality of such relationships, when discovered *or* disclosed, whether intended *or* not; and to decide whether *or* not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the College.

U. Proposal Bond- If Applicable

A proper proposal security (a certified or cashier's check, or a surety bond utilizing the form contained in this RFP) in an amount equal to five percent (5%) of the total proposal price (base plus all options) must accompany each proposal when submitted unless otherwise specified.

V. Performance and / or Payment Bond – If Applicable

Successful vendor shall provide and pay for a performance and/or payment bond. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising hereunder, in such form as is contained in this RFP. The bond(s) must be satisfactory to the College, executed by a surety or insurance company licensed to do business in the State of Oklahoma with all fees current and shall be delivered within ten (10) days after the award of the contract by SSC. The successful vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. The bond(s) shall stay in full force and effect throughout the term of the Contract. Should any surety become insolvent or cease to do business in the State of Oklahoma, the contractor shall immediately provide a new surety satisfactory to the College. No payment will be made under the contract until the new surety is qualified and bond(s) accepted by the College. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.

W. Anti-kickback.

In compliance with FAR 52.203-7, the College has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

X. Proposal Submission and Subsequent Opening

1. Time Requirements: To be considered for an award, sealed proposals **MUST** be submitted and received by Seminole State College via post mail or hand delivery, on or before the closing date and time specified in this RFP. ***NO LATE PROPOSALS WILL BE ACCEPTED.***

2. Opening. SSC shall, at the specified closing date and time, open all proposals that is otherwise in order. SSC will allow interested parties to attend such opening for purposes of identifying which vendors have responded. SSC will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal Notice of Award and execution of any contract resulting from this RFP. When multiple solicitations have been scheduled to open at the same date and time, the College will open solicitations that have interested individuals present in sequential order by solicitation number.

SSC will hold unopened any proposals received after the closing date and time and will not consider such proposals. SSC reserves the right to retain or dispose of such proposals at its discretion; however, the College may return such proposals to their related vendors, but only at such vendors request and at no cost or expense whatsoever to the College.

3. Withdrawal of RFP. Proposals may be modified or withdrawn **PRIOR** to the closing date and time of the RFP. Vendors may request in writing to withdraw their proposals after the RFP closing date and any time prior to selection and notice of award. SSC shall have sole authority to grant or deny such a request. In the event the College grants such a request, it may withhold issuing future RFP's to such vendors.

4. College's Right to Use Vendor's Ideas / Proprietary Information. If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure it is enclosed in a separate envelope from the proposal and it is clearly designated and conspicuously labeled as such. SSC shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall *not* affect the College's right of use. Provided, however, the College will, in good faith, honor any vendor

information that is clearly designated and conspicuously labeled as proprietary, and the College concurs the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Oklahoma or Federal law. **Pricing information cannot be considered proprietary.** The College shall not be liable in any manner or in any amount for disclosing proprietary information if such information is *not* clearly so designated and conspicuously so labeled. SSC shall not be liable if it did not know or could not have reasonably known that such information was proprietary.

5. Notification of Non-selection. The College reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the College decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal.

Y. Evaluation Process and Award.

The College will utilize an evaluation team for the evaluation of proposals to the RFP. The evaluation will include the overall response to the RFP and the responses to the Questionnaire that includes, pricing, on-line capabilities, services, technical proposal, references, past vendor performance and vendor experience. SSC must be confident that the respondent's system will perform and meet the needs of the College. All proposals must be complete and convey all information requested to be considered responsive. SSC will evaluate and make the award on the proposal that is determined to be the best value to the College. Evaluations of proposals will be evaluated based on point awards derived from the evaluation of the proposal weighted by the relative importance of the feature or questions.

1. Obligation to Select Lowest Pricing. The College is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing, however, pricing will be evaluated.

2. Selection, Negotiation, Additional Information. Although the College reserves the right to negotiate with any vendor or vendors to arrive at its final decision and /or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The College may presume that any proposal is a best and final offer.

3. Pre-Award Presentations. The College reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.

4. Pre-Award Negotiations. The College reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Obtaining the lowest and best pricing and/or revenue agreement
- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors

5. Errors and Omissions in Vendors Proposals. The College may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. SSC may decide upon the materiality of such errors, omissions, or other problematic information.

6. Apparent Conflicting Information Obtained by Vendor. SSC is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the College. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFP.

7. Rejection of Vendor Counteroffers, Stipulations and Other Exceptions.

Any vendor exception, stipulation, counteroffer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the College and thereafter incorporated into any contract resulting from this RFP.

8. Method of Award. SSC reserves the right to establish the criteria by which it will evaluate each vendor's response to this RFP, and by which it will determine the most responsive, capable, and qualified vendor(s). a) Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the College and the selected Proposer or when the College rejects all proposals. b) The contract will consist of the College's Request for Proposal, with any attachment(s) and all revisions, the notice of award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.

9. Evaluation Criteria

- a) **System Functionality** – Core functions, technical design, ease of use, application migration, system administration, user hardware/software/skill requirements, reporting capabilities
- b) **Cost** – Base cost of system, customization, annual maintenance, training of HR and client users, implementation costs including consultant expenses (travel, etc.)
- c) **Organization and References** – Demonstrated commitment to Human Resources and ability to provide five (5) higher education and/or other public sector references similar in size and scope to the College. Scoring will include any and all information directly obtained by SSC evaluation committee members, including financial stability of the vendor.
- d) **Services and Support** – Professional services, trials, consulting, training, help desk availability, installation, process for on-going support, costs associated with on-going services and support
- e) **Demonstrated interest** and understanding of this project and identification of all needs expressed in this RFP

Z. Public Record.

After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the College's regular office hours. SSC will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the College agrees that the information is proprietary. SSC shall not be liable in any manner or in any amount for disclosing proprietary information if such information is *not* clearly designated and conspicuously labeled. SSC shall not be liable if it did not know or could not have reasonably known that such information was proprietary.