

REQUEST FOR QUOTE
PROCUREMENT SERVICES
OKLAHOMA DEPARTMENT OF COMMERCE
900 North Stiles
Oklahoma City, OK 73104-3234

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|------------------------------------------------------------------------|--------------------------------------|
| Date of Issuance: November 20, 2015 | Quote Due Date: December 18, 2015 |
| RFP Number: FY-06-1120 | Title: HVAC Maintenance & Repair |
| Agency Contact: Judy Bartz Email Address: judy.bartz@okcommerce.gov | |
| Attachments: Specification Bid Affidavit W-9 | |

Quoted price must be valid for 30 days unless otherwise stated. Quotations are to be prepared by an authorized representative of the company and returned to the Oklahoma Department of Commerce.

Company Name/Address:

Signature of Authorized Representative

Print Name and Title

(Title)

Instructions:

Vendors must review all specifications and complete response requirements outlined in the attached specifications. Submittal of response is due by December 18th, 2015 at 3:00 p.m. CST. All required signature and notary blocks must be completed or the response may be considered invalid.

Mechanical Services Specifications

1. Purpose

- a. The Oklahoma Department of Commerce is soliciting bids for general building mechanical services to be performed at 900North Stiles, Oklahoma City, OK. The awarded vendor will provide these services on an as needed basis for one year fixed hourly rate period.

2. Definitions

- a. Business Hours – Prime time working hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding State and Federal Holidays.
- b. Emergency Services – mechanical system failure that jeopardized the security and integrity of the building premises and personnel.
- c. Non-emergency services- partial system failure that does not jeopardize the security and integrity of the building premises and personnel.
- d. ODOC – Oklahoma Department of Commerce

3. Infrastructure

- a. This proposed contract is for minor mechanical systems work throughout the building. Large projects will be handled with other procurement methodologies.
 - i. The cost of this contract will not exceed \$25,000 in one year.
 - ii. Average historical annual expenditures for mechanical services are approximately \$5,000.
- b. The Oklahoma Department of Commerce is a three story building that was renovated in the late 1980's.
- c. All mechanical systems are up to date on current code requirements at the time services were performed on such mechanical systems.

4. Scope of Work

- a. Mechanical Work:
 - i. Perform mechanical services on an as needed basis for projects that could include but not limited to:
 - 1. Fan coil motors
 - 2. Compressors
 - 3. HVAC pumps and motors
 - 4. Condensing units
- b. Services
 - i. Emergency
 - 1. Emergency services are defined as mechanical system failure that jeopardizes the security and integrity of the building premises and personnel.
 - 2. Two hour response time for vendor call back.
 - 3. Four hour response time for on-site vendor personnel.
 - a. If problem not resolved with eight hours from initial call, vendor must institute problem resolution with escalation procedures.
 - 4. ODOC prefers the four hour response time for emergency services and the information will be used during the evaluation phase.

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- a. It is understood that each vendor may have tiered response times and associated rates. It is our desire that vendors not only propose the preferred response time, but the vendor specific tiered response times and costs.
- b. ODOC will use these alternate tiered response times to perform cost analysis. Solely at the discretion of ODOC, a less expensive response time may be selected based on the results of the cost analysis.
5. If mechanical parts are required, other than standard freight charges will be reimbursed through the documented invoice payment process.
 - a. Proof of freight charges must be provided to ODOC for reimbursement if requested.
6. Hourly labor rates are not incurred until arrival at ODOC.
 - a. ODOC will agree to a minimum service time charge based on an identified approved service minimum.
 - b. ODOC will not agree to a service call fee.
 - c. ODOC will not pay mileage for service representatives.
- ii. Non-Emergency
 1. Non-emergency services are defined as partial mechanical system failure or required services that does not jeopardize the security and integrity of the building premises and personnel.
 2. Tow business hour response time for vendor call back.
 3. Eight business hour response time for on-site vendor personnel.
 - a. It is understood that each vendor may have tiered response times and associated rates. It is our desire that vendors not only propose the preferred response time, but the vendor specific tiered response times and costs.
 4. ODOC prefers the eight business hours response time for non-emergency services and the information will be used during the evaluation phase.
 - a. It is understood that each vendor may have tiered response times and associated rates. It is our desire that vendors not only propose the preferred response time, but the vendor specific tiered response times and costs.
 - b. ODOC will use these alternate tiered response times to perform cost analysis. Solely at the discretion of ODOC, a less expensive response time may be selected based on the results of the cost analysis.
 5. If mechanical parts are required, standard freight charges will be reimbursed through the documented invoice payment process.
 - a. Proof of freight charges must be provided to ODOC for reimbursement if requested.
 6. Hourly labor rates are not incurred until arrival at ODOC.
 - a. ODOC will agree to a minimum service time charge based on an identified approved service minimum.
 - b. ODOC will not agree to a service call fee.
 - c. ODOC will not pay mileage for service representatives.
- c. Scheduling
 - i. As required services are identified, the ODOC Building Manager will call the awarded vendor for a price quote for the project.
 1. This quote must include the proposed rate on the solicitation response and required parts.

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- ii. Once the project cost is approved, the ODOC Building Manager will schedule services with the awarded vendor.
- d. Parts:
 - i. Vendor is not required to maintain backup mechanical parts for system hardware.
 - ii. ODOC will not pay more than MSRP for all parts.
 - a. Vendor must be prepared to provide invoice copies for all parts if requested by ODOC.

5. Vendor Quote Requirements

- a. Licensing and Certification
 - i. Vendor must be licensed in the State of Oklahoma for mechanical services.
 - 1. Vendor personnel must be on the published Oklahoma Construction Industries web site list for current mechanical services licensing.
 - a. The website is located at www.cib.state.ok.us
 - 2. All service personnel must be licensed.
 - 3. Workmen's compensation insurance and general commercial liability insurance proof must be provided by awarded vendor within ten (10) days of award notification.
- b. References
 - i. Vendors must provide three references of recent (within the last two calendar years) contracts for similar services.
 - 1. Provide company name, contract name, phone number and email address.
- c. Contract Manager
 - i. Vendor must provide the name, contact name, phone number and email address. This person will be responsible for coordinating all services with ODOC.
- d. Quote Sheet
 - i. Vendor must provide fixed costs for the duration of the contract for:
 - 1. Non-emergency service hourly rates
 - 2. Emergency service hourly rates
 - ii. Response Times
 - 1. Requested response times
 - 2. Vendor standard tiered response time rates

6. Quote Submission

- a. Complete Quote Response
 - i. Complete the quote sheet
 - ii. Gather required licensure documentation. (No originals please)
 - iii. Attach references
 - iv. Sign, notarize, and attach non-collusion affidavit.
- b. Seal the completed quote response with properly annotated quote number on the face of the container and submit to:
 - i. Oklahoma Department of Commerce
 - ii. Procurement Division
 - iii. 900 N. Stiles
 - iv. Oklahoma City, OK 73104
 - v. Attn: Quote Number (located on cover sheet of this document)

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- c. Quote response must be received by the due date and time stipulated on the cover of this document.
 - i. Late quotes will be considered non-responsive.
 - ii. Only original hard copy response will be accepted.
- d. All questions must be directed to the contact person listed on the cover of this document.
 - i. Only questions in writing will be accepted.
 - ii. All questions and subsequent answers will be posted to the ODOC website at www.okcommerce.gov > About > BID Opportunities.
 - 1. It is the responsibility of the vendor to frequently check the website for questions, answers or amendments.
 - iii. If amendment to the Request for Quote are posted, it is the responsibility of the vendor to sign and attach amendment to the quote response.

7. Terms

- a. The term of this contract is for one year beginning with date of award and ending twelve months (12) from that date, with the options to renew.
- b. Either part must give prompt notice to the other party of any claim for damages to person or property. Vendor shall be liable for any damages caused by their personnel to either State of Personal property.
- c. If the Oklahoma Department of Commerce (ODOC) request services beyond the scope of work, the contractor shall prepare a supplemental schedule or schedules showing the additional services to be performed and the cost thereof, which when signed by both parties will serve as an amendment to the Agreement.
- d. Insurance is to be provided by the contractor and a certificate of insurance shall be provided to the Oklahoma Department of Commerce (ODOC).
- e. This contract does not create an employment relationship. Individuals performing services required by the contract are not employees of the State nor the requesting Department or Agency. Vendor's employees shall not be considered employees of the State or the requesting Department or Agency for any purpose and as such shall not be eligible for benefits accruing to state employees.
- f. The vendor shall be paid upon submission of proper invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.
 - i. If the vendor is paid more than 45 days after submitting a proper invoice, they may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
 - ii. All billing and subsequent payments must be made in arrears.
- g. The State may cancel with just cause upon 30 days written notification to vendor.
 - i. Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 days' notice.
 - ii. If this contract is terminated for any reason, the State shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.
 - iii. Either party may terminate the contract without cause with thirty day written notice.

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h. Neither party shall be liable for delays in performance or failure to perform this agreement or any obligations hereunder, which are attributable to causes beyond its reasonable control, including but not limited to, obstruction, fire, flood, epidemic, illness, earthquake, acts of God, lightning, public or private power failure or surge, explosion, strike or other labor dispute, riot or civil disturbance, war or armed conflict, or any other similar occurrence not within its control an event of Force Majeure, provided however, that upon the occurrence of an event of Force Majeure, the delayed party shall notify the other party in a reasonable time.

**Mechanical Services
Quote Sheet**

| Service | Unit | Hourly Rate |
|------------------------------------------------------------------|-------------|--------------------|
| Services Emergency: 4* hour on-site response | Hours | |
| Services Non-Emergency: 8* business hours on site response | Hours | |

Vendor Contract Manager:

| | |
|---------------|--|
| Name | |
| Title | |
| Phone Number | |
| Email Address | |

Vendor Checklist:

1. Quote sheet and additional tiered rates (if any)
2. Bid Affidavit
3. W-9
4. References
5. Licenses/Certifications