



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Bid Affidavits

In accordance with 61 O.S. § 108 and § 115, a sworn statement shall accompany any competitive bid submitted for a public construction contract.

STATE OF Oklahoma)
) ss
COUNTY OF Oklahoma)

Department of Commerce Mechanical Service
Project Name: _____
CAP Project No.: FY19-35-0503

NON-COLLUSION STATEMENT

A. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that

1. I am the duly authorized agent of

_____,
the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. 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 letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has 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 the contract to which this statement is attached.

BUSINESS RELATIONSHIPS STATEMENT

A. I further certify that the nature of any partnership, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:

(If none, so state; use additional sheet if necessary.)

B. That any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is:

(If none, so state; use additional sheet if necessary.)

C. And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:

(If none of the business relationships herein above mentioned exist, then a statement to that effect. Use additional sheet if necessary.)

If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

(Bidder Signature) Subscribed and sworn to before me this _____ day of _____, 20__

(Bidder Printed Name) _____
(Signature of notarial officer)

(Bidder Printed Title) _____ My Commission Expires: _____
(Seal) My Commission #: _____



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Agency Name	Oklahoma Department of Commerce		Contact Name	Judy Bartz	
Phone #	405-815-5103	Fax #	405-815-5199	Email	judy.bartz@okcommerce.gov
Agency Request To – Please select all applicable request types					
<input type="checkbox"/> Add New Vendor		<input type="checkbox"/> Update Existing Vendor		PeopleSoft 10-digit Vendor ID _____	
<input type="checkbox"/> Add New Address		<input type="checkbox"/> Change Address/Location		PeopleSoft Address # _____	PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID		<input type="checkbox"/> Change Vendor Name		<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other		Explain _____			
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:				
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income		
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds		
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney				

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.						
Name				Contact Name		
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>				Contact Title		
DBA Name				Phone #		
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>				Fax #		
Tax Identification Number (TIN) and Type:			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)			
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service						
Address				City		
State		Zip+4		Remittance Email		
Optional Addresses – Please select address type as applicable						
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address				City		
State		Zip+4		Remittance Email		
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.						
Name				Title		
				Email		

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		



These procedures have been developed for state agencies who wish to obtain written quotes for small projects for Award by Construction and Properties, as authorized by 61 O.S. §103 (B) & 61 O.S. §208 (C). The purpose of these procedures is to provide clarification and guidance regarding the necessary steps to obtain bids and standardize the documentation forwarded to Construction and Properties for contract award.

1. **General.** Pursuant to the Public Competitive Bidding Act of 1974 [61 O.S. §103 (B)], projects under the statutory amount mandated therein, (currently \$50,000) may be awarded to the lowest responsible bidder by receipt of written bids. Public advertising is not required. The procedures and suggestions contained herein are provided for the purpose of assisting State Agencies with the solicitation process; providing compliance with sound procurement principles; standardization of the process across State government; and increasing efficiency and expediency in the total acquisition process.
2. **Structure of the Acquisition Process.** As with any public purchasing procedure, the acquisition is broken down into the following:
 - The Solicitation
 - The Contract Award
 - Contract Management

This document will address both the role of the purchasing agency and that of Construction and Properties.

3. **The Solicitation.** The Invitation to Bid will have the following components:
 - Solicitation Cover Sheet
 - Agency Solicitation Number (Agency assigns and references in the Contract)
 - Project Name
 - Date and Time Bids Due
 - Method of Response
 - Agency Contact Information
 - Statement of Work (SOW) and Technical Specifications
 - This document briefly discusses special requirements for trade work – mechanical, electrical, plumbing or roofing. Include any issues that affect risk management, licenses, compliance with codes, etc... CAP is available for consultation to finalize SOW.
 - Bid Form
 - Statutory Bid Affidavits
 - Agreement Between Owner and Contractor Sample
 - Invoice Affidavit for Construction
 - Scope of Work (SOW) (scope, schedule, special requirements, specifications, drawings, etc.)

The intent is to execute a clear and fair bidding process as well as clearly define what it is the Agency requires.

A.) Agency sends the Solicitation to prospective vendors as follows.

After identifying at least three suitable bidders, transmit the Invitation to Bid to the identified bid pool concurrently. In order to avoid bid protests, do not solicit additional bidders after receiving bids. The Invitation to Bid may include provisions for a pre-bid walk through of the project site.

Solicitations may be transmitted to the bidders and responses received back to the agency, by mail, fax or email. When using email, set your email client to 'return receipt requested' in order to ensure that the bid request was received by the recipient.

If all of the bids exceed the expected prices, or the bidders cannot perform within the required time frame, the Agency should evaluate the scope of work, schedule or other proposed requirements and look for modifications that can be made to appropriately adjust the work to the Agency's constraints. After notifying the bidders that all bids are rejected, identify additional bidders and/or modify the SOW requirement and re-solicit to both the original and new bidders.

While the bid period is open, it is acceptable to answer questions that the individual bidders may have. The questions should be documented. If a particular question results in the Agency's desire to modify the requirements or SOW, an addendum should be sent to all bidders to clarify, change the requirement and extend the bid deadline if necessary.

The contract and conditions of the contract are included in the standard documents provided by CAP for the Agency's use. The SOW or specifications should not contain legal Conditions of the Contract, such as an Audit-Records clause, State's authority to terminate the contract, etc. These contract provisions are contained in the standard contract, the statutes or CAP's Administrative Rules. Do not reference provisions of the Central Purchasing Act as such provisions do not apply and often contradict the procurement authority of Title 61.

It is acceptable for the SOW to include Special Provisions that pertain to the Agency's unique requirements, such as a drug-free work place, special security requirements, client confidentiality, special work hours or any legal requirements that accompany the funding.

What to do if you cannot find three Bidders: In the event that the Agency cannot obtain three bids, the Agency must document the efforts and reasons thereof. If a bidder declines to furnish a bid, their "no-bid" statement is acceptable and will count as a response. If only a single bidder furnishes a bid, the Agency should document that reasonable efforts have been made. Photocopies of business directories showing contractors in that area are helpful, along with a telephone log of calls made and responses from the companies. If the Agency cannot find any suitable vendors, contact CAP for assistance.

Refer to the following documents and examples:

Bid Solicitation Example

- Solicitation Cover Sheet
- Bid Form
- DCAM/CAP Form A100A, Bid Affidavits
- DCAM/CAP Form A101B, Agreement Between Owner and Contractor for Minor Projects
- DCAM/CAP Form G109, Invoice Affidavit for Construction

The Agency must also attach their bid specification:

- Scope of Work (SOW)

4. The Contract Award

Upon receipt of the bids, check each response to ensure that the required information is present and in order. As bids must be compared 'apples-to-apples', it is not acceptable for a bidder to write in their own conditions or propose an alternate scope of work. However, in some instances, the SOW could be general in nature and the Bid Form could include a proposed solution along with their price.

After tabulating the bids and establishing the lowest responsible bidder, a Requisition package will be sent to CAP for contract award. Please include the following items:

Requisition Package

- CAP form M701 Requisition Checklist
 - Designate your Lowest Responsible Bidder in the vendor box
- Agency funding requisition (normally PeopleSoft) using CAP Term Codes (available on the CAP Home Page)
- Provision for CAP Fee
- Copy of Complete Solicitation packet with any Addenda
- Justification for award if not Lowest Bidder – how did you determine Lowest Responsible?
- Obtain and include the low bidder's insurance certificates (see Contract for requirements)
 - If the bidder is exempt from Worker's Compensation Insurance, they must submit DCAM/CAP Form A312D Statement of Exemption From The Workers' Compensation Act Affidavit, available on CAP's website. No other form will be accepted.
- Include the successful bidder's Bid Affidavit
- Attach copies of the other bid responses
- A cover letter with any additional information or special requirements

Upon receipt, CAP will prepare the Contract and route to the successful bidder for signature. If the Agency wishes to expedite the turnaround, arrangements can be made for the bidder to come into CAP for the signature or Agency can hand-carry. Let CAP know in your cover letter.

The Bid Form, Bid Affidavit, Insurance Certificates and a complete copy of the Solicitation will be attached to the contract.

When signatures have been obtained, the CAP Contracting Officer will cut the PO and issue a Notice to Proceed. Copies of the final contract documents will be returned to the Agency and the Contractor. The Contractor is not to start work until a Notice to Proceed has been issued by CAP.

5. Contract Management and Closeout

- Pre-Construction Meeting

It is often beneficial to conduct a pre-work meeting with the contractor to establish a schedule, working hours, points of contact and any special notification requirements, such as advance notice when shutting off water or electrical power.

- Progress Inspections and Payments to the Contractor

The agency representative, acting as the Supervisory Official, should review the work progress. This can be periodic or by way of regularly scheduled progress meetings as identified in the pre-work meeting. If the project duration is more than one

month, inspections should coincide with the contractor's monthly invoice in order to determine if the progress payment is commensurate with the state of completion.

If the Agency agrees with the Contractor's Invoice for Payment, the application should be processed in a timely manner. The Fair Pay for Construction Act requires payment within 30 days for projects that total \$25,000 or more. Retainage is not required for projects under the statutory amount and is generally not required. Any provision for retainage must be stated in the bid solicitation.

For projects under the statutory amount, 61 O.S. §1 (C) requires that an Affidavit for Payment accompany each payment request by the Contractor. 61 O.S. §123 requires that the supervisory architect or engineer, or other Supervisory Official (Agency official) provide a written statement verifying that the work has been performed and the payment is due the Contractor. DCAM/CAP G109, Invoice Affidavit for Construction is provided to satisfy these requirements. The Contractor is to complete the first section and submit with their invoice. If the Agency representative (Supervisory Official) agrees with the amount, they complete the second section and submit for payment.

- Change Orders

Occasionally, it will be necessary to process a change order due to unforeseen site conditions or Owner requested modifications to the work. The Contractor should prepare a written proposal for the change. If acceptable, the Agency must forward to CAP a copy of the scope change along with a completed DCAM/CAP Form 010A, Change Order Request Form.

Change Orders for projects under the statutory amount are limited to a net increase of 15% over the original bid amount.

For service contracts, additional work using time and material unit pricing can be authorized at any time. If the Agency needs to increase the contract amount to cover additional work, submit a completed Form 010A, Change Order Request Form and CAP will increase the PO. Note that service contracts resulting from the three-bid procedure are limited to the Statutory amount (\$50,000), including all renewal periods.

- Contract Disputes

When issues such as non-performance or non-compliance arise, it is important to intervene early by communicating with the contractor. The Agency should endeavor to find out what the problem is, and what is required to correct the issue. This information should be documented with a written memorandum to the contractor.

If these efforts are unsuccessful or the contractor becomes unresponsive, CAP should be contacted for assistance without further delay.

- Final Inspection and Closeout

Prior to making the final payment, the work should be reviewed in the presence of the Contractor. Any deficiencies should be noted on a written 'punch list' so the contractor knows exactly what needs to be corrected. The final corrections should be verified with a final inspection. At this time, the Contractor is required to provide any equipment warranties, equipment manuals, shop drawings or other documents that may be required by the Solicitation, and provide a demonstration of any equipment that may be involved in the project. The final pay application is also submitted at this time.

Once the final Invoice is received, the Agency Representative completes the Supervisory Official's portion of the G109, Invoice Affidavit for Construction and returns a copy to CAP to close out the project.

Please Contact the Construction and Properties Department at (405) 521-2112 with any questions.



Date: May 3, 2019

Solicitation Information		Agency Contact Information	
Solicitation Number:	FY19-35-0503	Agency Name:	Oklahoma Department of Commerce
Project Name:	Mechanical Services	Contact Name:	Regina Sackett
Project Address:	900 N Stiles Avenue	Mailing Address:	900 N Stiles Avenue
Project City:	Oklahoma City, OK	Delivery Address:	900 N Stiles Avenue
Project Zip Code:	73104	Contact City:	Oklahoma City, OK
		Contact Zip Code:	73104
Bids Due (Date):	May 31, 2019	Contact Phone:	405-815-5133
Bids Due (Time):	3:00 PM Central Time	Contact Fax:	405-815-5199
		Contact Email:	regina.sackett@okcommerce.gov

The Oklahoma Department of Commerce is inviting written bids for all labor and materials described by this solicitation.

Bids will be accepted until the Date and Time specified above. Late Bids will not be accepted.

Method of Responding to this Solicitation: Bids will be accepted by mail, fax, email or hand delivered to the Agency Contact specified above.

The requirements of the proposed contract for construction are described within this Solicitation, and the Solicitation will become a part of any resultant Contract. Bidder will perform work in compliance with all applicable codes, standards, ordinances and laws. The issuance of this Solicitation does not guarantee that the State of Oklahoma will enter into a contract and the State reserves the right to reject any and all bids.

In preparing your bid, please review the attached documents and comply with instructions given:

- Bid Form: Submit your Bid using the form provided.
- Statutory Bid Affidavit: Complete this affidavit and return with your Bid.
- Agreement Between Owner and Contractor: This is the contract that will be used.
- Invoice Affidavit for Construction: After contract award, this document must be submitted with the Contractor's Invoice for Payment
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.

A pre-bid walk-through MUST completed. Bidder may contact the Agency Contact listed above to arrange for a site visit.

If the Bidder has any questions about this Solicitation, please contact the Agency Contact listed above.

This Solicitation and any resulting Contract for Construction is in accordance with 61 O.S. §101- 138, and specifically 61 O.S. §103(B) regarding projects under the statutory amount mandated therein. Any resultant contract will be awarded by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department.



**State of Oklahoma
Oklahoma Department of Commerce
Operations Division**

Bid Form
(Standard Procedures for Obtaining Bids on
Projects Under the Statutory Amount)

To: Oklahoma Department of Commerce
Operations Division
900 N Stiles Avenue
Oklahoma City, OK 73104

Attn: Regina Sackett

RE: Solicitation Number FY19-35-0503

From: _____
(Firm Name)

(Address)

(City/State/Zip)

(Telephone No.)

(EIN/TIN Number)

(Email Address)

1. The undersigned, being familiar with the local conditions affecting the cost of the work, with the Solicitation for Bids and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the sums listed herein.
2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date bids are due. Work is to start within ten (10) days after receipt of WORK ORDER or as otherwise provided for in the Solicitation.
3. By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
4. The bidder also certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, that the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

5. EDIT BY PREPARER

If awarded a contract, we propose to complete this work within _____ calendar days from the date of receipt of Work Order.

OR

If awarded a Contract, we propose to complete the work in _____ calendar days.

6. Bid Proposal: [EDIT AS APPROPRIATE. USE UNIT PRICING FOR TIME & MATERIALS CONTRACTS]

Base Bid "A": [Insert a brief description]

_____ Dollars

\$ _____ (Numbers)

7. Alternates: [EDIT AS APPROPRIATE. USE UNIT PRICING FOR TIME & MATERIALS CONTRACTS]

Alternate No. 1: [Insert a brief description]

_____ Dollars

\$ _____ (Numbers)

Example for unit pricing on service contracts:

8. Price Schedule: Fill out the requested rates and apply that rate to the estimated quantities to establish a comparative basis for contract award. The quantities are estimates only and may not reflect actual contract usage. The State will only assign work based upon need and makes no warranty or guarantee as to any minimum amount that may be authorized under the contract.

[EDIT AS APPROPRIATE. USE UNIT PRICING FOR TIME & MATERIALS CONTRACTS]

Category	Rate		Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Journeyman Electrician:		/per hour	200 hours	\$
Laborer		/per hour	150 hours	\$
Markup for Overhead on Parts	1.	%	\$3,000.00	\$
Total estimate of contract cost and basis of award:				\$

(Bidder Printed Name)

(Bidder Signature)

(Bidder Title)

(Date)

B. SPECIAL PROVISIONS

B.1. Definitions

- B.1.1.**Business Hours – Prime time working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding State and Federal holidays Office working hours between 8:00am and 5:00pm.
- B.1.2.**Emergency Services – mechanical system failure that jeopardizes the security and integrity of the building premises and personnel.
- B.1.3.**Non-emergency services – partial system failure that does not jeopardize the security and integrity of the building premises and personnel.
- B.1.4.**ODOC – Oklahoma Department of Commerce
- B.1.5.**This proposed contract is for extensive mechanical systems work throughout the building.
- B.1.6.**The Oklahoma Department of Commerce is a three story building that was renovated in the late 1980's.
- B.1.7.**All mechanical systems are up to date on current code requirements at the time services was performed on such mechanical systems.

B.2. Contract Changes

- B.2.1.**No oral statement, online click wrap amendments, facsimile, mail or notification issued by vendor shall modify or otherwise effect the terms, conditions, or specifications stated in this purchase order unless accepted in writing by the State of Oklahoma.

B.3. Damages

- B.3.1.**Either party 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.

B.4. Insurance

- B.4.1.**Insurance is to be provided by the contractor and a certificate of insurance shall be provided to the Oklahoma Department of Commerce (ODOC).

B.5. Out of Scope Services

- B.5.1.**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.

B.6. Term

- B.6.1.**The term of this contract is for one year beginning July 1st, 2019 and ending July 31st, 2020 with an additional two annual optional renewal periods at the same terms and conditions.

C. SOLICITATION SPECIFICATIONS

C.1. Mechanical Work:

- C.1.1.**Perform mechanical services on an as needed basis for projects that could include but not limited to:

- C.1.1.1.** Fan coil motors
- C.1.1.2.** Compressors
- C.1.1.3.** HVAC pumps and motors
- C.1.1.4.** Condensing units
- C.1.1.5.** Chiller (Carrier Aqua Snap)
- C.1.1.6.** Boiler (Rite Durafin)
- C.1.1.7.** Air Compressor Dryer (FS Curtis)
- C.1.1.8.** Fan Coils (McQuay)
- C.1.1.9.** Chilled and Hot Water Pumps
- C.1.1.10.** Domestic Hot Water Tank and Circulatory Pump

- C.1.1.11. Air Handler (McQuay)
- C.1.1.12. AC Drive for HVAC Fan and Pump (Yaskawa)

C.2. Services

C.2.1. Emergency

- C.2.1.1. Emergency services are defined as a mechanical system failure that jeopardizes the security and integrity of the building premises and/or personnel.
- C.2.1.2. Two hour response time for vendor call back.
- C.2.1.3. Eight business hour response time for on-site vendor personnel..

C.2.2. Non-Emergency

- C.2.2.1. 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/or personnel.
- C.2.2.2. Two business hour response time for vendor call back...

C.3. Service Charges

- C.3.1. Hourly labor rates are not incurred until arrival at ODOC.
- C.3.2. ODOC will agree to a minimum service time charge based on an identified approved service minimum.
- C.3.3. ODOC will agree to a service call fee.
- C.3.4. ODOC will not pay mileage for service representatives.

C.4. Parts

- C.4.1. Vendor is not required to maintain backup mechanical parts for system hardware.
- C.4.2. Vendor must be prepared to provide invoice copies for all parts if requested by ODOC.
- C.4.3. If mechanical parts are required, standard freight charges will be reimbursed through the documented invoice payment process.
 - C.4.3.1. Proof of freight charges must be provided to ODOC for reimbursement if requested.

C.5. Scheduling:

- C.5.1. As required services are identified, The Administrator of Construction and Maintenance with Commerce will call the awarded vendor for a price quote for the project.
 - C.5.1.1. This quote must include the proposed rate on the solicitation response and any required parts.
- C.5.2. Once the project cost is approved, the Administrator of Construction and Maintenance associate will schedule services with the awarded vendor.

C.6. Licensing and Certification

- C.6.1. Vendor must be licensed in the State of Oklahoma for mechanical services. The following requirements shall be considered the minimum standards for a Service Company to be considered qualified to provide Services under this RFP. A period of five (5) years' experience in the performance of mechanical services as specified in this RFP.
- C.6.2. All service personnel must be licensed.

D. EVALUATION

D.1. Evaluation Method

- D.1.1. Evaluations will be performed using the lowest and best method of all responsive vendors.

D.2. Rate Evaluation

- D.2.1. 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 times, but the vendor specific tiered response times and costs.
- D.2.2. 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.

E. INSTRUCTIONS TO SUPPLIER

E.1. References

E.1.1. Vendors must provide three references of recent (within last two calendar years) contracts for similar services.

E.1.1.1. Provide company name, contact name, phone number and email address.

E.2. Insurance

E.2.1. Workmen's compensation insurance and general commercial liability insurance proof must be provided by awarded vendor no later than ten (10) days of award notification and prior to performing services.

E.3. Contract Manager

E.3.1. Vendor must provide the name and contact information for a contract manager.

E.3.1.1. This person will be responsible for coordinating all services with ODOC.

E.4. Quote Submission

E.4.1. Complete Quote Response

E.4.1.1. Complete the quote sheet

E.4.1.2. Gather required licensure documentation. (No originals please)

E.4.1.3. Attach references

E.4.1.4. Sign and attach non-collusion certificate.

E.4.2. Mandatory On-Site:

E.4.2.1. The Oklahoma Department of Commerce (ODOC) will provide an access for mandatory on-site visit. All on-site visits must be scheduled with the Administrator of Construction and Maintenance. Call 405-815-5154 to schedule visit. The attached on-site confirmation document must be signed by the Administrator of Construction and Maintenance and submitted with bid response.

E.4.2.2. The Administrator of Construction and Maintenance will not answer questions concerning the requirements; only provide a tour of the facility.

E.4.3. Submitting Quote

E.4.3.1. Seal the completed quote response with properly annotated quote number on the face of the container and submit to:

E.4.3.2. Oklahoma Department of Commerce Procurement Division 900 N. Stiles OKC, OK 73104
Attn: Quote Number (located on cover sheet of this document)

E.4.3.3. Quote response must be received by the due date and time stipulated on the cover of this document.

E.4.3.4. Only original hard copy response will be acceptable.

E.4.3.5. All copies, faxes, emails, or any electronic format will be considered non-responsive.

E.4.3.6. Questions concerning the solicitation must be submitted in writing or emailed no later than close of business on May 15th.

E.4.3.7. Questions may be emailed to regina.sackett@okcommerce.gov

E.4.3.8. All submitted questions and the responses will be posted to the ODOC website located at <http://okcommerce.gov/okcommerce/bid-opportunities/> as well as emailed to all vendors no later than close of business on May 17th.

E.4.3.9. If amendments to the Request for Quote are posted, it is the responsibility of the vendor to sign and attach amendment to the quote response.

F. CHECKLIST

F.1.1. Quote sheet and additional tiered rates (if any)

F.1.2. Non-Collusion Certification

F.1.3. W-9

F.1.4. References

F.1.5. Licenses/Certifications

F.1.6. Bidder Information Sheet

G. OTHER

None

H. PRICE AND COST

H.1. Fixed Costs

H.1.1. Vendor must provide fixed costs for the duration of the contract for:

H.1.1.1. Non-emergency service hourly rates

H.1.1.2. Emergency service hourly rates

H.1.2. Response Times

H.1.2.1. Requested response times

H.1.2.2. Vendor standard tiered response time rates

Mechanical Services
Request for Quote

Quote Sheet

Service			
	1 st Year Hourly Rate	2 nd Year Hourly Rate	3 rd Year Hourly Rate
Services Emergency:			
Services Non-Emergency:			

Vendor Contract Manager:

Name	
Title	
Phone Number	
Email Address	

Oklahoma Department of Commerce

Operations Division
900 N Stiles Avenue
Oklahoma City, OK 73104

**Solicitation
FY19-35-0503**

Question and Answers:

No questions were received by close of business May 15, 2019.