



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date¹:

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO:**

Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. Solicitation Type (check one below):

- ☐ Invitation to Bid
☐ Request for Proposal
☐ Request for Quote

7. Requesting Agency:

8. Contracting Officer:

Name:

Phone: (405)

Email:

¹ Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Responding Bidder Information

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

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____

VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit²:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. 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).

6. 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 a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)³

Authorized Signature

Date

Printed Name

Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

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.

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 letting of a contract, nor
 - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND

TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

A.14. Award of Contract

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The

supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

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

A.29. Special Provisions

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



SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

Dispatch via Print

Dept of Environmental Quality
OK DEPT OF ENVIRONMENTAL QUALITY
SHIPPING & RECEIVING
707 N ROBINSON
OKLAHOMA CITY OK 73102

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
2920000179	07/09/2013	Gerald Elrod (580)	1
Payment Terms	Date	Time	Quote Open Closing
45 Days	09/20/2013	03:00 PM	10/08/2013 03:00 PM
Requisition Number		Reference: From Req ID - 2920003462	

Ship To: OK DEPT OF ENVIRONMENTAL QUALITY
SHIPPING & RECEIVING
707 N ROBINSON
OKLAHOMA CITY OK 73102

Bill To: OK DEPT OF ENVIRONMENTAL QUALITY
ADMINISTRATIVE SERVICES
PO BOX 1677
OKLAHOMA CITY OK 73101-1677

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	30222000 / PORTABLE BUILDING	1	EA		

8' X 20' OFFICE TYPE SHIPPING CONTAINER TYPE BUILDING
TO HOUSE AMBIENT AIR MONITORING EQUIPMENT
SEE ATTACHED FOR SPECIFICATIONS

DELIVERY OF BUILDING TO: NW 32ND STREET AND GRAND BLVD, WILL ROGERS PARK, OKC

TOTAL COST OF PROJECT SHOULD BE PROPOSED. LINE ITEM COSTS OF CONTAINER, DELIVERY AND ALL INSTALLATION SERVICES SHALL BE PROVIDED ON A SEPARATE SHEET OF THE SUPPLIER'S PROPOSAL.

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

This bid will be awarded lowest and best.

DEBARMENT/SUSPENSION: In accordance with 31 USCA 6101, Executive Order 12549, the contractor certifies that they are not presently or have not in the last three (3) years been debarred, suspended or proposed for debarment, declared ineligible by any federal department or agency, or convicted of a fraud-related crime.

The Oklahoma Constitution prohibits the inclusion of clauses in any State contract which limit the liability of the vendor. Bids containing a Limitation of Liability clause may be rejected as non-responsive.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

Heavy Duty Portable Monitoring Site Building

Minimum Specifications

1) General building specifications:

- a) Size: The building must be 8' feet width (8.5' feet max) X 20' feet length in dimensions and must be in NEW condition. Used "shipping containers" may be used if they are in "like new" condition. DEQ has the sole determination of what meets "like new" condition.
The construction of the building must be of at least 22 gauge steel or better. Corrugated sheet metal, commonly known as strong ribbed metal may be used for roof and wall construction for this specification. Flat sheet metal is unacceptable.
- b) Paint: The building must be painted grey or white using marine grade paint. Alternatively, if corrugated sheet metal is used, it must have a minimum 25 year warranty for rust and corrosion.
- c) All exterior fasteners must be designed or treated for rust and corrosion.
- d) Roof and platform of the building must be rigorously sealed against weather using cool roof coating. Corrugated materials listed above are also acceptable (example: Henrys' brand or better). Platform needs to have slip resistant coating.
- e) Building must have steel ladder welded to exterior. Ladder must have 4 rungs or more with standard 12" inch spacing. Rungs must extend at least 6" inches from building. Hand rail must accompany ladder from no less than 5' feet from ground level to roof platform.
- f) Two (2) year warranty on exterior paint, excluding normal wear and tear.

2) Floor construction

- a) Floor must consist of 2 layers of 3/4 inch exterior or pressure treated plywood or better. The layers must be glued together in a way to eliminate squeaks while walking. Floor is to be sealed, finished and covered with a non-slip cover/surface. Tile and linoleum are not acceptable.
- b) The floor's underside must be sealed to inhibit moisture infiltration from the earth.
- c) Floor must be insulated to R10 or better.

3) Door construction:

- a) The door must be a "36-0" door and be constructed of at least a 20 gauge steel door with anti theft pad-lock type lockbox. Vendor is to install a dead bolt lock. DEQ personnel will furnish a key for the deadbolt pins to be sized. The door must have heavy duty door jamb with above door rain deflector. Door should be equipped with standard non-locking door knob.
- b) The door shall be painted white or gray, same as building.
- c) The door shall be insulated.
- d) If shipping container is used, cargo bay doors shall be welded shut and insulated with R-13 or better, R-25 if possible.

4) Window construction

- a) Two (2) windows must consist of 32" inch x 36" inch double pane aluminum windows mounted to 4" inch x 2" inch x 1/8" inch square tube or equivalent frame. They must be designed to accommodate numerous building relocations and resist breakage. Breakage due to vandalism is not considered here.

- b) There must be a steel anti theft guard surrounding and outside the windows that consists of at least 1" inch x 1" inch x 1/8" inch bars, and bars spaced no more than 6" inch apart with rain deflection at top and bottom of window. Bar connection points are fully welded or securely attached. Alternatively, heavy duty expanded metal may be used in place of bars.

5) **AC Unit:**

- a) Mini split ASHP Air Source Heat Pump shall be installed with a 1.0 ton minimum cooling capacity.
- b) Automatically shifts from heating to cooling.

6) **Electrical and Lighting:**

- a) The building shall be equipped with 100 amp electrical service. Service breaker box is to be located inside the building.
- b) **Internal:** The front 20' foot wall will have two (2) double duplex outlets with covers and the back 20' foot wall shall have three (3) double duplex outlets with covers and all relevant materials completed (staples, covers, wire, etc.) Side 8' foot wall (mini split side) will have one (1) double duplex outlet per diagram with covers and all relevant materials completed (staples, covers, wire, etc.). All spacing will be detailed on diagram or marked during periodic inspection. See attachments.
- c) **External:** Roof platform shall have four (4) quad weatherproof receptacles and will be rated for a minimum of 20 amps. See attachments.
- d) Each outlet in the building six (6) and on roof four (4) will have its own 20 amp service, 12 AWG conductors and 20 amp breakers. See attachments.

- e) Lighting must consist of eight (8) 4 foot wet-dry florescent lights, with four (4) sets of two (2) placed end to end and centered in ceiling.
- f) Electrical work must comply with NEC code. See attachments.

7) Internal Construction Specifications:

- a) Internal construction must consist of 2"x4" on 2 foot center or equivalent metal studs.
- b) Internal walls and ceiling must be insulated with insulation rated to R-25 or better.
- c) Internal walls must consist of paneling that is resistant to termites and decay (example: Smartside brand or better).
- d) 2' foot desk and 8' foot table with laminate tops to be mounted to the wall must be constructed with steel support and will be placed along the back wall, as detailed on diagram.

8) Roof Platforms Specifications:

- a) One solid platform with the dimensions of 20' foot length x 8' foot width x 1' foot height will be welded onto the building as per the attached diagram. Landing from ladder will extend 2' feet x 2' feet onto roof.
- b) The platform shall be covered with sheet metal or expanded metal and will be able to support 2000 pounds of personnel and equipment spread evenly across the platform. The platform must not flex to the point of causing noises.
- c) The supports shall be constructed of square tubing or equivalent and be sufficient so that platform can support the 2000 pounds of personnel and equipment spread evenly across the platform.

- d) Vendor will provide a removable fence support on roof platforms for personnel safety and protection with 4' foot portion made of easily removable chain (see diagram).
- e) Weather mast (10' feet length x 3" inch diameter, galvanized) that can fold or pivot down across roof fence for top access by personnel. Vendor to provide a pivot point at floor base. Specific location outlined in diagram.

9) Container Base Support/Platform

- a) A base shall be provided that will support the entire footprint of the container and is sufficient to support the container and 4000 total pounds of equipment and personal that may be inside or on top of the container at any one time.
- b) Base shall be continuous pour or pier system and designed so that it can be easily removed or disposed of should it become necessary for the site container to be re-located.

10) Security

- a) An 8' foot high chain link security fence shall be installed around the perimeter of the container and base. The fence should have a lockable gate directly in front of the site door.

11) Other Specifications:

a) Sample manifold locations:

Three (3) 2" inch diameter PVC pipe shall be installed at various points in the ceiling and extend past the roof platforms as indicated on the diagrams. See attachment for pipe and hole placement detail. A thin wall metal sleeve shall be welded in place to protect the PVC pipe on the exterior of the building.

- b) Three (3) 2" inch PVC pipe will be installed at various points in the walls 3-4 feet from floor as indicated on the diagrams. Pipes need approximately 20° angle so that any water cannot enter building.
PVC

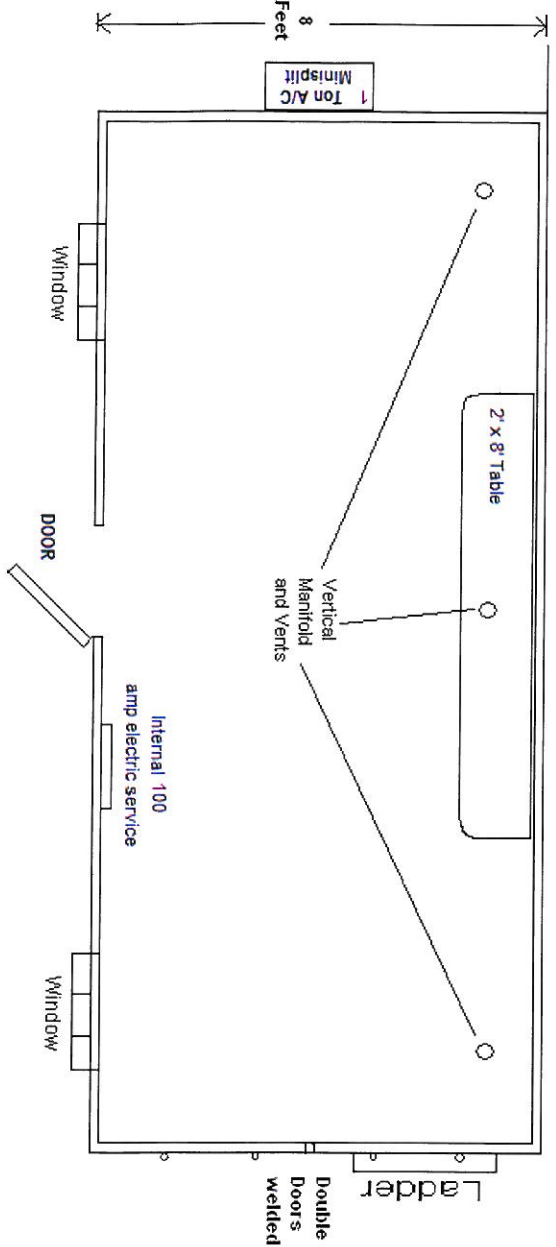
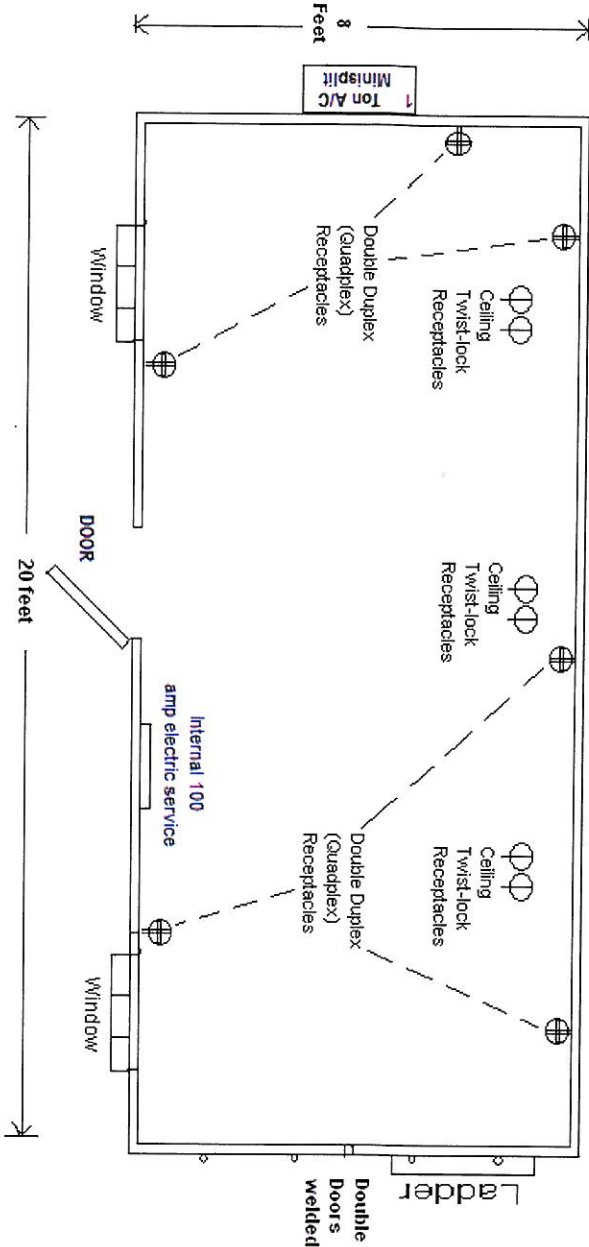
pipes need to be sealed prior to application of roof and side coatings. A thin wall metal sleeve shall be welded in place to protect the PVC pipe on the exterior of the building.

- c) All pipes and holes need to have temporary, removable caps outside on roof and end of pipes.
- d) Mandatory periodic inspections at DEQ employee's discretion of the building during construction will be performed during regular working hours to ensure compliance with the above specifications.

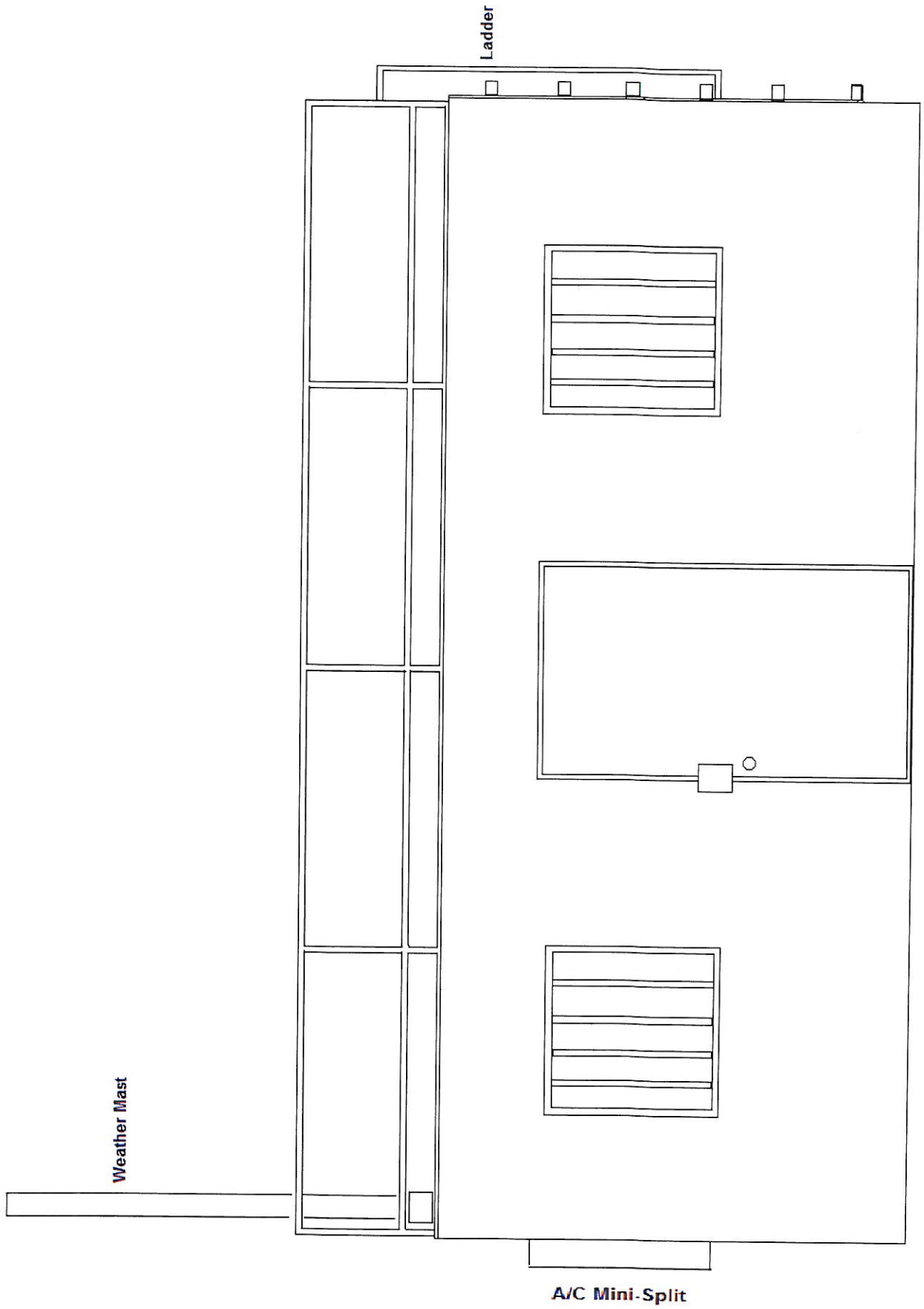
IMPORTANT:

- 1. Contractor must show in writing how each individual item specification on this bid sheet has been met. This includes all subcategories.
 - a. A copy of the original bid specifications sheet shall be affixed to the above document.

Near Road NO2 New Building - Inside Electrical and Plumbing



Near Road NO2 Building - Front View



Near Road NO2 Building - End Views

Met Tower

1 Ton A/C
Mini Split

Met Tower

Safety Chain

