



1. Solicitation #: 2920000216

2. Solicitation Issue Date: 12/2/2016

3. Brief Description of Requirement:

The Office of Management and Enterprise Services, on behalf of the Oklahoma Department of Environmental Quality (DEQ) is soliciting solicitations from qualified Contractor for the operation and maintenance of the DEQ office facility located at 707 N. Robinson, Oklahoma City and the parking garage located at 215 N.W. 6th Street. The DEQ office building has 10 stories and a full basement. Floors 1 through 10 each have an estimated 23,000 square feet with approximately 19,230 square feet of usable space. The parking garage is 125,160 square feet with 6 masonry parking levels and 318 parking spaces.

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date¹: 1/4/2017

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address:	5005 N Lincoln Blvd Ste. 300
	Oklahoma City, OK 73105
Common Carrier Delivery Address:	5005 N Lincoln Blvd Ste. 300
	Oklahoma City, OK 73105
Electronic Submission Address:	N/A

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Adrian Brown
Phone: 405-522-8404
Email: Adrian.Brown@omes.ok.gov

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

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

1. **RE: Solicitation #** 2920000216

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

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

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.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

Agency Name: Department of Environmental Quality (DEQ) Agency Number: 29200

Solicitation or Purchase Order #: 2920000216

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 collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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

SECTION II [74 O.S. § 85.42]:

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

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

[] the competitive bid attached herewith and contract, if awarded to said supplier;

OR

[] the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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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. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 5005 N. Lincoln Blvd. Suite 300, 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 the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. 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, and must be prior to the closing date of 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 contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. 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 260:115-7-32.

A.15. Award of Contract

- A.15.1. 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.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. 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.16. Contract Modification

- A.16.1. 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 Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. 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 Addendums, 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.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(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.17.2. 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.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. 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.20.2. The successful supplier(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.21. 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.22. 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.23. 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.24. Termination for Cause

- A.24.1. 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.24.2. 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.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. 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.25.2. 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.26. Insurance

The successful supplier(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.27. 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.28. 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.29. 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.30. 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.

B. SPECIAL PROVISIONS

B.1. Contract Period

- B.1.1. The term of this Contract is the date of award through June 30, 2017.
- B.1.2. Contract has option to renew for up to four (4) additional one-year periods at the same terms and conditions
- B.1.3. DEQ reserves the right to reevaluate staffing needs and request the need for additional/less staff during the contract. Pricing may be negotiated base on the agency's need of staff and funding. All negotiation shall be completed in writing.

B.2. DEFINITIONS

B.2.1. For all purposes the following terms shall mean:

- B.2.1.1. "707 N. Robinson" means the DEQ office building and grounds located at that Oklahoma City address, including but not limited to the property's driveways, sidewalks, shipping/receiving and loading and unloading areas, and parking areas.
- B.2.1.2. "Agency" means the Department of Environmental Quality.
- B.2.1.3. "Auxiliary areas" means DEQ-designated walkways and parking lots off-site from 707 N. Robinson.
- B.2.1.4. "Building Management" means the Administrative Programs Officer to whom responsibility for managing this Contract has been delegated by the Executive Director of the DEQ.
- B.2.1.5. "Contractor's personnel" means employees and agents of Contractor.
- B.2.1.6. "DEQ's personnel" means employees, agents, board and council members and invitees of the DEQ.
- B.2.1.7. "Facility" means 707 N. Robinson and auxiliary areas.
- B.2.1.8. "Flex Time" means an agreed upon schedule between contractor and agency starting or ending outside of regular business hours.
- B.2.1.9. "Garage" means the DEQ parking garage located at 215 N.W. 6th Street.
- B.2.1.10 "OMES" means Office of Management and Enterprise Services.
- B.2.1.11. "On-Call personnel" means any additional personnel that the agency will need from the contractor at a particular time.
- B.2.1.12. "Off-duty hours" means 5:00 p.m. to 8:00 a.m.; Central Time.
- B.2.1.13. "On-duty hours" means 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday excluding State holidays.
- B.2.1.14. "On-site" means 707 N. Robinson.
- B.2.1.15. "Task Order" means the way that DEQ will request additional staff or services
- B.2.1.16. "Walkways" means streets, sidewalks and other passageways connecting 707 N. Robinson with auxiliary areas
- B.2.1.17. "Contractor" means a person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

B.3. WORK AUTHORIZATIONS

- B.3.1. Contractor shall supply routine operation and maintenance services for the facility with no additional labor costs to DEQ;
- B.3.2. DEQ shall be invoiced for any materials, supplies, and equipment required for the routine services prior to the performance of any operation and maintenance work not specified in Section C. All Invoices shall be approved by a DEQ official. Request will be made on the attached purchasing request form. See attachment H.

B.3.3. Contractor shall obtain written authorization from Building Management.

B.3.3.1. For projects estimated to cost \$5,000.00 or less, a DEQ purchase order will serve as the authorization.

B.3.3.2. For projects estimated to cost over \$5,000.00, Contractor shall submit a project statement to DEQ and receive written approval from the Building Management.

B.3.4. The Building Management shall authorize all emergency repairs and/or services. In the event that the cost of any work exceeds the approved amount. Contractor shall advise the Agency of the anticipated overage and request and receive written approval before authorizing the work to continue.

B.3.5. DEQ shall issue task orders when the agency needs additional personnel or specialized personnel for specific projects.

B.4. INVOICES AND PAYMENTS

B.4.1. Contractor shall invoice DEQ monthly for the net operations fee and out-of-pocket administrative and engineering personnel costs specified within this solicitation.

B.4.1.1. Fuel surcharge(s) are to be billed as a separate line item(s) on invoice(s).

B.4.1.2. Contractor's Federal Employer Identification number shall appear on all invoice(s).

B.4.1.3. Purchase Order Number shall appear on all invoice(s).

B.4.1.4. All invoices must state period of service.

B.4.1.5. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Karl Heinzig, Administrative Services Division P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677

B.4.1.6. Failure to comply may result in late payments.

B.4.2. FINAL PAYMENT: Final payment under this Contract or under a termination settlement shall be made only after the satisfactory completion of work performed under this Contract and Contractor's execution and delivery to the DEQ of a release of all claims against DEQ arising under or by virtue of this Contract. Unless otherwise provided herein, by Oklahoma law, or otherwise expressly agreed to by DEQ, Contractor and OMES, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against Contractor, his sureties or his liability bonds held under this Contract.

B.5. DAMAGES AND EQUIPMENT

B.5.1. All work performed by Contractor's personnel shall be designed to preclude damage or disfigurement.

B.5.2. Damage and/or loss to property of DEQ; property of DEQ staff and property of guests; and/or neighboring property, as a result of negligence or intent by Contractor, or Contractor's personnel shall be at Contractor's expense. All replacements and repair will be at the current cost, and paid by the Contractor.

B.5.3. DEQ shall not be held responsible for any of Contractor's property and/or Contractor's personnel's property; including major equipment which may be lost, damaged, or stolen unless such loss, damage or theft is due to the negligence or intent of DEQ's employees or agents.

B.6. DUTIES OF CONTRACTOR

B.6.1. Contractor agrees that all work to be completed under this contract shall be performed in an effective and efficient manner and in compliance with all applicable state and federal laws and rules.

B.6.2. Contractor affirms it will be fully independent in performing the services and will not act as an agent, employee, partner and/or joint venture of DEQ.

B.6.3. Contractor also affirms that this Contract does not render Contractor or any of its agents or employees an employee of DEQ and therefore neither Contractor nor any of its agents or employees is entitled to any benefits or other entitlement accruing to DEQ employees.

B.6.4. Contractor agrees to hold DEQ and its officers and/or employees harmless from any claims, demands or other liabilities resulting from Contractor's or any of its agents' or employees' act or omission to act in the performance of this Contract.

- B.6.5. The Contractor shall obtain and retain insurance, as stated in Section A.25. and the general liability coverage shall be at least \$1,000,000.00 or greater. Contractor agrees to comply with applicable federal and state worker's compensation statutes and provide DEQ with a "Certificate of Non-Coverage Under the Worker's Compensation Act" as described in Title 40 of the Oklahoma Statutes Supp. 1997, 415.1 Contractor agrees to also provide copies of the "Certificate of Non-Coverage" for any subcontractors performing for Contractor under this Contract.
- B.6.6. Contractor attests by signed affidavit that it has made no payment of donation directly or indirectly to any elected or appointed official, officer or employee of the State of Oklahoma or its political subdivisions, nor waived payment of any money or other thing of value to obtain this, or other Contracts.
- B.6.7. Contractor affirms it will maintain the facility in order for it to retain its first-class condition. Contractor also affirms it will keep the facility free from any laborer's, mechanics' or material men's liens of any kind arising from Contractor provided work.
- B.6.8. Contractor agrees that all work and all parts and equipment installed or constructed by Contractor during the term of this Contract will be guaranteed for a period of one year from the date of installation or completion of the project.
- B.6.9. When this solicitation is awarded, Contractor shall provide the following items:
 - B.6.9.1 Performance bond in the amount of the solicitation shall be provided to DEQ within 30 days of award of contract;
 - B.6.9.2. Professional License copies, Records on experiences, training and references for each individual proposed Contractor employee assigned to this Agency;
 - B.6.9.3. Certificate verifying insurance coverages. The Certificate holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677.
- B.6.10. During the term of this Contract, Contractor shall provide the DEQ with the following information and updates as necessary:
 - B.6.10.1. Reports and data on any matter related to Contractor's performance under this Contract. This will include required reports, plans, schedules, records and any other documentation requested by DEQ.
 - B.6.10.2. Lists of all assigned on-site employees and the job description of each;
 - B.6.10.3. Inventory Control and Reporting shortages and issues to Building Management;
 - B.6.10.4. Copies of warranties and guarantees secured;
 - B.6.10.5. Renewal certifications of Insurance and Bonds;
 - B.6.10.6. Renewal copies of professional licenses.

B.7. FUNDING

Due to possible future reductions in State and/or Federal appropriations, the DEQ cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the DEQ may terminate the contract or reduce the consideration upon notice in writing to Contractor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the vendor will be paid for products and/or services provided up to the effective date of termination.

B.8. NOTICE

All written notices required by this Contract shall be hand-delivered or sent certified mail, return receipt requested. Notices to Contractor shall be addressed to the name and address specified in the signed Purchase Order. Notices to DEQ shall be sent to Administrative Services Division Director, Attention: Karl Heinzig, Administrative Programs Officer, Department of Environmental Quality, P.O. Box 1677, Oklahoma City, OK 73101-1677. Copies of notices subject to this section shall also be sent to the OMES representative's name and address specified in the signed Purchase Order.

B.9. SEVERABILITY

The provisions of this contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.

B.10. SUBCONTRACTS

Contractor may not enter into any subcontracts to provide the services required by this contract without first receiving written approval from DEQ. DEQ reserves the right to not approve a subcontractor and Contractor will have to find a replacement.

B.11. EXTENSION OF SERVICES

Award of contracts for recurring and continuing service requirements are often delayed due to circumstances beyond the control of the DEQ. DEQ may require continued performance of any services within the scope and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. DEQ may exercise the option by written notice to the Contractor. The preliminary notice does not commit DEQ to an extension. All previous terms and conditions contained within the contract and any amendments shall remain in force throughout any contract period extension resulting from this clause.

C. SOLICITATION SPECIFICATIONS

C.1. BACKGROUND AND PURPOSE:

The Office of Management and Enterprise Services, on behalf of the Oklahoma Department of Environmental Quality (DEQ) is soliciting solicitations from qualified Contractor for the operation and maintenance of the DEQ office facility located at 707 N. Robinson, Oklahoma City and the parking garage located at 215 N.W. 6th Street. The DEQ office building has 10 stories and a full basement. Floors 1 through 10 each have an estimated 23,000 square feet with approximately 19,230 square feet of usable space. The parking garage is 125,160 square feet with 6 masonry parking levels and 318 parking spaces.

C.2. CONTRACTOR SHALL:

- C.2.1. Provide services specified for DEQ's Facility Operations and Maintenance Section C.14. and DEQ's Garage Operations and Maintenance Section C.15. Section C will contain the scope of work to be performed and duties of the contractor.
- C.2.2. Assist the DEQ with solicitation and contract preparation and specifications for services related to facility operation and maintenance that are not provided directly by Contractor.
- C.2.3. While all specifications and tasks described in this Contract are intended to produce a "minimal acceptable" level of performance, Contractor is encouraged to expend all possible efforts to deliver "optimal achievable" results at acceptable economic levels.

C.3. RECORDKEEPING AND REPORTING:

As required by this contract and Contractor's solicitation.

C.4. COMMUNICATIONS.

To facilitate communication between the DEQ Building Management's office and Contractor's personnel, Contractor shall equip each of its on-site employees with a phone and provide the DEQ Building Management with the corresponding numbers. Contractor shall also provide contact information by which DEQ can communicate with Contractor during off-duty hours. On-site Contractor personnel assigned to this Agency shall monitor and respond to calls immediately, including requests for elevator assistance.

C.5. STAFFING.

All manpower necessary to fully satisfy the requirements of this contract shall be provided by Contractor.

C.6. POSITIONS.

- C.6.1. Contractor shall provide the following on-site employees:
- C.6.2. On-site Lead Engineer(s) to operate the mechanical systems and perform routine maintenance of the systems. Lead Engineers shall be licensed with the following licenses: Oklahoma Mechanical License, Oklahoma Electrical License, Oklahoma Plumbing License, and Oklahoma Boilers Class 4 Operator License. Licenses shall be an apprenticeship or greater level.
- C.6.3. In the case that a Lead Engineer is not available for a period of time, substitution shall be of equivalent standard.

- C.6.4. Between these individuals, the services should be provided from 8:00 a.m. to 5:00 p.m. Central Time, Monday thru Friday as well as any needed facility oversight in the evenings and Saturdays or Sundays unless flex time schedule is approved by both parties in writing.
- C.6.5. If a personal emergency arises and Contractor personnel need to leave the grounds they are required to contact the Building Management at that time. The Building Management reserve the right to request at replacement if needed, and the replacement shall be here within a timely manner.

C.7. RESPONSE REQUIREMENTS

Contractor shall ensure that the above individuals or their equivalent are also available during off-hours to respond to emergencies.

C.8. EMPLOYMENT

Contractor shall execute placement and removal authority over all Contractor personnel and determine their wage and salary levels. All such employees and agents shall be under the direct supervision and control of Contractor. DEQ shall have no obligation to supervise, hire or discharge the employees and/or agents, but may require Contractor to replace any employee or agent for good cause. Contractor shall provide DEQ the opportunity to review the records of applicants for on-site Contractor employee or agent positions and will not assign any applicant disapproved by DEQ. Contractor will consult DEQ before changes are made in Contractor personnel assigned to DEQ.

C.9. PERSONNEL REQUIREMENTS

- C.9.1. Contractor shall only employ qualified personnel who are proficient in performing assigned tasks using modern tools, methods and techniques, are drug-free, and are fluent in English.
- C.9.2. Contractor personnel shall present a neat, clean and well-groomed appearance at all times.
- C.9.3. Contractor will provide uniforms to personnel to be worn on DEQ property during normal business hours.
- C.9.4. Contractor personnel must be trained for identification and proper handling instruction of asbestos materials.
- C.9.5. Contractor shall ensure that employees are available for each shift. When Contractor's personnel fail to report, the contractor will provide a replacement. The contractor will provide DEQ with the names and telephone numbers of equivalent representatives who are authorized to provide replacement personnel. DEQ must be able to reach contractor's competent representative within 30 minutes and shall not be required to call more than three phone numbers in order to make contact.
- C.9.6. Contractor and Contractor's personnel shall not be under the age of 18 years.
- C.9.7. Due to the increase of violence in the work place, The Contractor and all Contractor's personnel shall meet the following requirements. The Contractor and Contractor's personnel shall have no history of a violent offense, and not be on probation for any criminal offense. In the event an employee is convicted of a violent act, or put on probation for any criminal offense, The Contractor and Contractor's personnel shall notify DEQ immediately and dismiss the employee from duties at DEQ.
- C.9.8. Contractor and Contractor's personnel must have a valid Oklahoma photo identification card and driver's license or other state or federally issued legally accepted identification documents and driver's license when working.
- C.9.9. Contractor and Contractor's personnel are prohibited from having firearms or other weapons in their possession, whether licensed or not, while on duty.
- C.9.10. DEQ reserves the right to require the contractor to remove any of Contractor's personnel from DEQ Property, who endangers persons or property, displays impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of DEQ.
- C.9.11. Eating or smoking by Contractor and Contractor's personnel while in the performance of their duties shall be prohibited. Smoking is prohibited by state law in, on or within 25 yards of state property.
- C.9.12. If Contractor and Contractor's personnel are allowed a break or lunch period during the course of their duties eating will be allowed in designated areas only.
- C.9.13. Contractor and Contractor's personnel are prohibited from possessing controlled substances or intoxicating beverages while on duty.
- C.9.14. Contractor and Contractor's personnel must treat DEQ Employees and/or visitors in a friendly and courteous professional manner at all times. Profanity will not be tolerated.

C.10. BUILDING ACCESS

- C.10.1. To allow access to entrances and offices by Contractor's personnel, DEQ shall provide Contractor's personnel with a set of keys and access cards.
- C.10.2. Contractor shall maintain an updated list of its employees to whom keys and access cards have been checked out which includes the job title and telephone number of each named individual.
- C.10.3. Contractor shall check out the DEQ keys and access cards only to Contractor's engineer(s) and maintenance person(s) assigned to DEQ.

C.11. SECURITY

Contractor and/or Contractor's personnel shall not permit any personnel to use DEQ keys to provide access to building or locked rooms or areas except upon approval of Contractor or DEQ Management.

C.12. INSPECTION

Contractor's personnel shall accomplish daily random inspections of the facilities to evaluate compliance with contract terms and solve compliance problems as they arise including ensuring that all corrective action required due to incomplete or defective work is performed. Contractor's personnel will alert Building Management to any problems found during inspections.

C.13. SAFETY AND FIRE PREVENTION

- C.13.1. Contractor's personnel shall operate within industry standard safety and fire prevention guidelines at all times.
- C.13.2. All volatile or combustible materials and supplies shall be stored in accordance with applicable fire safety regulations. In no case shall rags be permitted to accumulate in piles, boxes or cans. Clean rags may be stored in metal containers if the containers have lids that are kept fastened at all times. Combustible materials subject to spontaneous ignition must be staged for disposal or stored outside the facility in covered metal containers.
- C.13.3. Custodial, repair, and maintenance supplies, equipment, and machines must not be left unattended in hallways, working areas or other locations where the placement may create safety hazards.

C.14. FACILITY OPERATIONS AND MAINTENANCE

Sections C.14. and C.15 shall provide the minimal scope of work for the efficient operation and maintenance of 707 N. Robinson, including mechanical, electrical and plumbing systems and maintenance of the interior and exterior of the facility. Both routine and emergency maintenance are included. Contractor must furnish all manpower as necessary to keep the facility in good repair.

C.14.1. SYSTEMS OPERATION

Contractor's engineer(s) shall perform the following services daily:

- C.14.1.1. Maintain and monitor facility operations and temperature conditions and conduct mechanical operation scheduling that includes scheduling of all HVAC start and stop times as well as setting the temperature limits for the water in the heating and cooling loops to provide a comfortable work environment for occupants according to DEQ Plant Management recommendations and authorization.
- C.14.1.2. Perform periodic zonal spot checks throughout the facility to verify operating conditions.
- C.14.1.3. Make adjustments as needed for personal comfort and economical and efficient facility operation.

C.14.2. SYSTEMS MAINTENANCE

Contractor's personnel shall conduct routine inspections of the systems, make routine repairs and identify areas requiring correction or maintenance by other outside contractor in order to maintain electrical, plumbing, fire suppression/ extinguishers and mechanical systems and keep equipment in good working order.

C.14.3. PREVENTATIVE MAINTENANCE PROGRAM

Contractor shall prepare and implement a preventive maintenance program based on established DEQ requirements and/or manufacturer requirements for all electrical and mechanical systems and equipment at 707 N. Robinson including:

C.14.3.1. INVENTORY

Preparing and regularly updating a complete inventory of equipment specifications e.g.: electrical requirements, motor sizes, operating capacities, etc.; and periodic maintenance replacement parts listing e.g.: belt sizes, lubricants needed, motors, gaskets, etc.

C.14.3.2. SCHEDULING

Establish a schedule of needed preventative maintenance for all major equipment per manufacturer's specifications.

C.14.3.3. RECORD

Keeping records on each piece of equipment which shows maintenance and repairs that have been done from the preventive maintenance schedule and any other repairs or maintenance that have been performed on the equipment.

C.14.3.4. PLANNING

Maintain an ongoing schedule which estimates the extent and timing of future repair, maintenance and/or replacement requirements of all equipment.

C.14.3.5. REVIEW

Review for accuracy and completeness the current Standard Operating Procedures (SOP's) for Operations and Maintenance of 707 N. Robinson. Make changes and updates to procedures as they occur. Provide updated SOP's to Building Management as completed.

C.14.3.6. PROCEDURAL CHANGES

Contractor and its on-site employees/agents shall accept verbal task assignments and procedural changes from the Building Management and Operations Manager. The DEQ agrees that procedural changes will be committed to writing and given to Contractor.

C.14.4. ROUTINE MAINTENANCE

Contractor's personnel shall identify the need and provide the labor for routine repair and maintenance of the facility including but not limited to:

- C.14.4.1. Assist in making repairs of mechanical, electrical and plumbing systems of the facility;
- C.14.4.2. Replacing items such as ceiling, floor, and wall tiles;
- C.14.4.3. Touch-up painting;
- C.14.4.4. Repairing water and wind damage;
- C.14.4.5. Replacing light bulbs, light fixtures, and/or retrofitting light fixtures;
- C.14.4.6. Maintaining adequate interior and exterior lighting throughout the facility;
- C.14.4.7. Ensuring security and proper function of doors and windows;
- C.14.4.8. Minor carpet and floor repairs;
- C.14.4.9. Remediating clogged commodes, urinals, and sinks and replacing plumbing fixtures and parts when necessary;
- C.14.4.10. Perform custodial duties in assigned areas as needed. This is not meant to routinely remedy failures of the building custodial staff, but to accomplish tasks which arise from maintenance and repairs performed during on-duty hours;
- C.14.4.11. Minor roof repair;
- C.14.4.12. Sealing and waterproofing of all areas of facility;
- C.14.4.13. Assisting DEQ personnel with moving, construction, and deconstruction of furniture including cubicles, equipment, and other items;

- C.14.4.14. Sweeping sidewalks and keeping facility grounds (inside and outside) free of obstacles, dust, debris, snow, ice, and mud;
- C.14.4.15. Storing and making available to DEQ personnel building operations supplies and equipment such as extension cords, carts and dollies using check out log sheets for items borrowed by DEQ personnel after building management authorization;
- C.14.4.16. Checking for and rectifying water leaks inside and around building grounds;
- C.14.4.17. Maintaining all elevators, and notifying Building Management or Operations Manager when problems arise and calling elevator repair subcontractor to schedule repairs as needed;
- C.14.4.18. Replacing batteries in and setting proper time on wall clocks and assisting DEQ personnel in hanging and/or mounting wall decorations or devices;
- C.14.4.19. Performing or assisting with all other routine repairs and maintenance services deemed necessary by building management.

C.14.5. MAINTENANCE DUTIES

Contractor's personnel shall assist other outside Contractor's personnel and the DEQ as follows:

- C.14.5.1. Identifying maintenance problems outside the scope of Section C, making recommendations to Contractor's personnel about what type of work and/or service is needed and the schedule for completion;
- C.14.5.2. Overseeing and assisting repair and maintenance services provided by other DEQ contractors if needed.

C.14.6. FIRE & SECURITY SYSTEMS MONITORING

Contractor's personnel shall inspect the facility regularly and monitor the functioning and efficiency of all systems and equipment including security systems, fire alarm, and sprinkler systems to identify maintenance, repair, and replacement needs and report findings to the Building Management.

C.14.7. EMERGENCY RESPONSE

Contractor's personnel shall respond to emergency requests within one (1) hour and if the required response is outside the scope of Contractor's services under this Contract, assist the DEQ in securing immediate response.

C.14.8. OTHER SERVICES

For services beyond the scope of those to be provided by Contractor, Contractor shall provide assistance to the Building Management in diagnosing problems and evaluating solutions involving outside Contractor services.

C.14.9. SERVICE CONTRACTS FOR SYSTEMS AND EQUIPMENT

Contractor shall assist the DEQ in securing full service contracts for maintenance and repair, labor and parts; including preventive maintenance, annual inspections and emergency repairs; of the chillers, cooling towers, boilers and connected components and infrastructures.

C.15. PARKING GARAGE OPERATIONS AND MAINTENANCE

Section C.15. shall provide the minimal scope of work for the efficient operation and maintenance of 215 N.W. 6th Street, including mechanical and electrical systems and maintenance of the interior and exterior of the facility for both routine and emergency maintenance. Contractor must furnish all manpower as necessary to keep the facility in good repair.

C.15.1. SYSTEM OPERATION

Contractor's engineer(s) shall perform the following services daily:

- C.15.1.1. Perform a walk through on parking garage mechanical, manual and electronic systems and verify proper function and efficiency;
- C.15.1.2. Report any problems to Building Management;

C.15.2. SYSTEMS MAINTENANCE

Contractor's engineers shall perform routine equipment inspections and maintenance on electrical, plumbing, fire suppression/ extinguishers and mechanical systems, to keep them in good working order and report repairs or maintenance needed requiring certified contractors.

C.15.3. PREVENTATIVE MAINTENANCE PROGRAM

Contractor shall prepare and implement a preventive maintenance program based on established DEQ requirements and/or per manufacturer requirements for all electrical and mechanical systems and equipment at 215 N.W. 6th Street including:

- C.15.3.1. Preparing and regularly updating a complete inventory of equipment and information such as electrical requirements, motor sizes, belt sizes, etc.;
- C.15.3.2. Establishing a preventative maintenance schedule needed for all major equipment per manufacturer's specifications including such items as changing filters, tightening or replacing belts, lubricating, etc.;
- C.15.3.3. Keeping records on each piece of equipment which shows what has been performed per the preventive maintenance schedule and any other repairs or maintenance performed;
- C.15.3.4. Maintaining an ongoing schedule which estimates the expected lifespan of and/or the replacement requirements of all major equipment;

C.15.4. PROCEDURAL CHANGES

Contractor and its employees/agents shall accept verbal procedural changes from the Building Management and assist in committing the verbal instructions to writing and giving the updated instructions to Contractor.

C.15.5. GARAGE MAINTENANCE

Contractor's personnel shall identify the need and provide the labor for routine repair and maintenance of the garage including but not limited to:

- C.15.5.1. Performing repairs of mechanical (e.g., air conditioning/heating units and boilers), electrical, and plumbing systems of the garage;
- C.15.5.2. Touch-up painting;
- C.15.5.3. Repairing water and wind damage;
- C.15.5.4. Maintaining adequate interior and exterior lighting throughout the garage;
- C.15.5.5. Maintaining correct operation and security of all doors;
- C.15.5.6. Performing clean up including, but not limited to sweeping, damp wiping, mopping, scrubbing of floors, and/or walls when the need for it arises during on-duty hours;
- C.15.5.7. Performing custodial duties in assigned areas as needed;
- C.15.5.8. Minor roof repair;
- C.15.5.9. Sealing and waterproofing of all areas of facility as needed;
- C.15.5.10. Sweeping sidewalks and keeping garage entrances (inside and outside) free of obstacles, dust, debris, snow, ice, water, and mud;
- C.15.5.11. Maintaining normal operations of elevators and keeping them in a clean condition;
- C.15.5.12. Performing or assisting with all other routine repairs and maintenance services;

C.15.6. OTHER SERVICES

For services beyond the scope of those to be provided by Contractor, Contractor shall provide assistance to the Building Management in diagnosing problems and evaluating solutions requiring outside services.

C.15.7. ACCIDENT REPORTING

Solicitors that have a history of safety problems and/or high indices of accidents shall not be considered for award of a contract.

D.2.1. Please supply your Department of Labor and OSHA accident report numbers for the past three (3) years.

D.2.2. Submit a statement of your company's accident numbers for the past three (3) years on Attachment E.

D. EVALUATION

D.1. Proposals will be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85 using the criteria listed below:

- D.1.1.1. Cost;
- D.1.1.2. Statement of Work;
- D.1.1.3. References;
- D.1.1.4. Equipment Listings;
- D.1.1.5. Statement of Company;
- D.1.1.6. Accident Reports

D.2. Additional Negotiation Criteria:

D.2.1. The following are additional criteria that may or may not be used:

- D.2.1.1. The State reserves the right to request demonstrations and question clarifications from any or all responding Solicitors.
- D.2.1.2. The State reserves the right to accept or reject any or all proposals or any portion thereof.
- D.2.1.3. The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all solicitors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Solicitor(s) shall put such clarifications in writing.
- D.2.1.4. The review of the solicitation responses and determination of a recommendation for OMES approval will be accomplished by a committee of three (3) persons.

D.3. VALUE-ADDED SERVICES

Contractors are encouraged to provide any value added services and their pricing with their proposal. Any value added services the vendor wishes to propose must be submitted at the time of proposal. Even though Value Added Services may or may not be utilized by the agency and may not be utilized until later renewals, they must be submitted with the original proposal.

E. INSTRUCTIONS TO CONTRACTOR

E.1. Introduction

E.1.1. Contractors are to submit two (2) electronic copies of their completed response, to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a CD. Faxed or emailed responses will not be accepted. Hard copies of the solicitation are not needed. This requirement overrides A.2.4 of the General Provisions.

E.1.2. Prospective Contractors are urged to read this solicitation carefully. Failure to do so will be at the Supplier's risk.

Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Supplier is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Supplier's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. MANDATORY INSPECTION OF PROPERTY

Any Contractor wishing to respond to this solicitation shall:

E.2.1. Attend a pre bid meeting at 707 North Robinson. This meeting will be held on 12-15-16 at 10:00 a.m. Central Time. For any questions please contact Adrian Brown at:
Adrian.Brown@omes.ok.gov

E.3. QUESTIONS SUBMITTAL

E.3.1. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than December 20, 2016 2016 at 3:00 p.m. Central Daylight Time. Questions are to be emailed to Adrian.Brown@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

F. CHECKLIST

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the vendor's responsibility to ensure that they submit all required/requested documentation:

- F.1. Attachment A: Cost**
- F.2. Attachment B: Statement of Service**
- F.3. Attachment C: References**
- F.4. Attachment D: Statement of Company**
- F.5. Attachment E: Accident Report**
- F.6. Attachment F: Added Value**
- F.7. Attachment G: Report Examples**
- F.8. Attachment H: Task Order**
- F.9. Attachment I: Procurement Request**
- F.10 OMES-FORM-CP-70**
- F.11 OMES-FORM-CP-76**
- F.12 OMES-FORM-CP-004**
- F.13 OMES-FORM-CP-020 – Confirmation of On-Site Inspection**

G. OTHER

NONE

H. PRICE AND COST

H.1 COST

Contractor is to provide the cost in three different forms: Monthly Total, Cost per Square Foot, and Yearly Total. Show the amounts proposed for H.1.2 and H.1.3 below as a total amount. Specify the subtotals of H.1.2 and show the total and individual cost amounts for H.1.2 and H.1.3 per rentable square foot.

H.2 NET OPERATIONS FEE

Specify the net operations fee solicitation for the cost of Section C.14. and Section C.15.

H.3 ADDITIONAL PART COSTS

In the case that DEQ is unavailable to supply a required part the contract may supply the part at an additional charge. The Contractor shall only charge the part based on the markup value supplied in the bid. The Contractor shall provide the original sales receipt for the part. Parts shall be of the highest quality and the most suitable type and grade for the work called for under this contract. Warranties for the part shall be placed in the name of DEQ. Please provide the markup percentage on attachment A.

H.4 PRICING OPTIONS

Contractors are to submit their proposal amounts for the first year as well as for the four options to renew years for all options listed on Attachment A.

Attachment A: Cost

DEQ has requested four different pricing options to see what will best suit the agency and benefit the State of Oklahoma. Please provide pricing for each option and renewal periods. If your renewal is based on a percentage mark up, please indicate the percentage and the full extended price.

Option A: Two full time personnel.

Rates	INITIAL YEAR : DATE OF AWARD THROUGH JUNE 30, 2017	1 ST CONTRACT RENEWAL PERIOD : JULY 1, 2017 THROUGH JUNE 30, 2018	2 ND CONTRACT RENEWAL PERIOD : JULY 1, 2018 THROUGH JUNE 30, 2019	3 RD CONTRACT RENEWAL PERIOD : JULY 1, 2019 THROUGH JUNE 30, 2020	4 TH CONTRACT RENEWAL PERIOD : JULY 1, 2020 THROUGH JUNE 30, 2021
Price per Month					
Price Per Square Foot					
Price per Year					
Parts Markup	%	%	%	%	%

Option B: One full time personnel and one part time personnel on duty three days a week.

Rates	INITIAL YEAR : DATE OF AWARD THROUGH JUNE 30, 2017	1 ST CONTRACT RENEWAL PERIOD : JULY 1, 2017 THROUGH JUNE 30, 2018	2 ND CONTRACT RENEWAL PERIOD : JULY 1, 2018 THROUGH JUNE 30, 2019	3 RD CONTRACT RENEWAL PERIOD : JULY 1, 2019 THROUGH JUNE 30, 2020	4 TH CONTRACT RENEWAL PERIOD : JULY 1, 2020 THROUGH JUNE 30, 2021
Fully Licensed Engineer Personnel-- per Month					
Fully Licensed Engineer Personnel-- per square foot					
Fully Licensed Engineer Personnel-- per year					
Part Time Personnel-- per Month					
Part Time Personnel-- per square foot					
Part Time Personnel-- per year					
Parts Markup	%	%	%	%	%

Option C: One full time personnel and on-call personnel as needed.

Rates	INITIAL YEAR : DATE OF AWARD THROUGH JUNE 30, 2017	1 ST CONTRACT RENEWAL PERIOD : JULY 1, 2017 THROUGH JUNE 30, 2018	2 ND CONTRACT RENEWAL PERIOD : JULY 1, 2018 THROUGH JUNE 30, 2019	3 RD CONTRACT RENEWAL PERIOD : JULY 1, 2019 THROUGH JUNE 30, 2020	4 TH CONTRACT RENEWAL PERIOD : JULY 1, 2020 THROUGH JUNE 30, 2021
Fully Licensed Engineer Personnel—per Month					
Fully Licensed Engineer Personnel—per square foot					
Fully Licensed Engineer Personnel—per year					
Apprentice/Helper-per Month					
Apprentice/Helper-per square foot					
Apprentice/Helper-per year					
On-Call Licensed Personnel—Regular per hour					
On-Call Licensed Personnel—Emergency Call Out per hour					
On-Call Licensed Personnel—Overtime per hour					
On-Call Apprentice—Regular per hour					
On-Call Apprentice—Emergency Call Out per hour					
On-Call Apprentice—Overtime per hour					
On-Call Helper—Regular per hour					
On-Call Helper—Emergency Call Out per hour					
On-Call Helper—Overtime per hour					
Parts Markup	%	%	%	%	%

Option D: No onsite personnel, straight hourly on-call personnel with task orders.

Rates	INITIAL YEAR : DATE OF AWARD THROUGH JUNE 30, 2017	1 ST CONTRACT RENEWAL PERIOD : JULY 1, 2017 THROUGH JUNE 30, 2018	2 ND CONTRACT RENEWAL PERIOD : JULY 1, 2018 THROUGH JUNE 30, 2019	3 RD CONTRACT RENEWAL PERIOD : JULY 1, 2019 THROUGH JUNE 30, 2020	4 TH CONTRACT RENEWAL PERIOD : JULY 1, 2020 THROUGH JUNE 30, 2021
Fully Licensed Engineer Personnel– Regular Hours per hour					
Fully Licensed Engineer Personnel– Overtime per hour					
Fully Licensed Engineer Personnel– Emergency Call Out per hour					
Apprentice– Regular Hours per hour					
Apprentice– Overtime per hour					
Apprentice– Overtime per hour					
Apprentice– Regular Hours per hour					
Helper–Regular Hours per hour					
Helper–Overtime per hour					
Helper– Emergency Call Out per hour					
Parts Markup	%	%	%	%	%

Notes:

SIGNATURE

DATE

Attachment B: Statement of Service

DEQ has requested you to provide the following information as a description of the service that you plan to provide the agency and the State of Oklahoma.

CAN YOUR COMPANY PROVIDE THE FOLLOWING SERVICES?

Mandatory Services	1. Yes	2. No
Can your firm agree to all the requirements in Section B?		
Can your firm perform all the requirements in Section C?		

CONTRACTOR'S PERSONNEL AND LICENSING

Identify key engineering and maintenance personnel by name and title, identify substitute employees, and give the job description of each. DEQ reserves the right to ask for copies of the awarded contractors designated personnel to be on record here while contract is in place. Additional Attachments may be used if additional space is needed.

NAME	TITLE	YEARS WITH FIRM	Oklahoma Mechanical License	Oklahoma Electrical License	Oklahoma Plumbing License	Oklahoma Class 4 State of Oklahoma Boilers License
LEAD ENGINEER #1:			Number: Expiration Date:	Number: Expiration Date:	Number: Expiration Date:	Number: Expiration Date:
LEAD ENGINEER #2:			Number: Expiration Date:	Number: Expiration Date:	Number: Expiration Date:	Number: Expiration Date:

CONTRACTOR'S PERSONNEL NUMBERS AND RESPONSE TIMES FOR SERVICE

Do you have enough Staff to supply personnel when needed by a task order?	
How many fully licensed staff do you have?	
How many apprentices do you have?	
How many general labors do you have?	
What will be the turnaround time on the request of an on- call personnel?	

STATEMENT OF EQUIPMENT SERVICE

Can your company operate and/or service the following equipment?

Mandatory Equipment to be serviced is not limited to the equipment listed below. If you can work on the listed equipment please list your number of years' experience with that piece of equipment and if you have special certification. Can your company operate and/or service the following equipment?

DIRECT EXPANSION AIR CONDITIONING UNITS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Liebert small system condensing modules- Two (2) units				
Carrier- Six (6) units				
Magic Aire- One(1) unit				
Various Brand Fan Coil AC Units				
AIR HANDLER UNITS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Temtrol AHU- Model DH1- One (1) Unit				
Temtrol AHU- Model DH65M- One (1) Unit				
Temtrol AHU- Model WF-DH46- One (1) Unit				
Toshiba - Model Q9 VF Drives- One (1) Unit				
Trane - Climate Changer AHU Type 1-10A- One (1) Unit				
Trane Climate Changer AHU - Type 2-24- One (1) Unit				
Trane- Climate Changer AHU Type L -3B- One (1) Unit				
Trane- Climate Changer AHU Type L-6- One (1) Unit				
Temtrol AHU- Model WF DH74- One (1) Unit				

ACTUATORS				
Equipment	No	Yes	Number of Years of Experience	Certifications
JC Actuators				
Siebe Environmental Control Valves				
Snider- Hardware Control Devices				
BOILER				
Equipment	No	Yes	Number of Years of Experience	Certifications
Ajax Low Pressure water boilers and componentry with a 636 million Btu or Larger				
CHANGERS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Polaris- Plate Heat Changer				
CHILLERS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Carrier – Model 02XB361-450 ton centrifugal chiller with R22 Refrigerant-- One (1) Unit				
Carrier- Model 30HXCC146/150 ton screw chiller with HFC 134A Refrigerant.- - One (1) Unit				
Carrier- Model 23XRV / 450 ton screw chiller with 134A Refrigerant- One (1) Unit				

COMPRESSORS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Devilbiss- Pneumatic Compressor and Tanks				
Various Compressors				
CONDENSERS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Various				
CONTROLLERS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Honeywell-Operating and Modulating Controls				
BAC View				
BACnet- PLC and other controllers				
JC Controls				
LAN- PLC and other controllers				
Sherlock- Refrigerant Detection Controller, alarm and sensors				
Snider- Hardware Control Devices				
Walchem- Cooling Tower Controller				
COOLING TOWERS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Marley Cooling Towers- Down Flow/ Up Draft	Various	Various	Various	Various

DRIVES				
Equipment	No	Yes	Number of Years of Experience	Certifications
Fuji- Model AF300F11 VF				
Fuji- Model PBL020 VF				
Fuji- Model PNL030 VF				
Soft Starts- Model ACS Series Drives				
Vtec 7 - Reliance Variable Frequency Drives				
Vtec 9- Reliance Variable Frequency Drives				
Various ABB Variable Frequency Drive				
DRYERS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Dayton Air Dryers- Model 32530				
EVAPORATORS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Various				
EXHAUST HOODS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Kewanee Scientific Corp –Eight (8) Units				
Two (2) units- unknown,.				
FAN MOTORS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Various				

FILTER SYSTEMS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Roll-O-Matic Air Filter System -Model A				
MOTOR DISCONNECTS				
Equipment	No	Yes	Number of Years of Experience	Certifications
GE- Disconnects Motor Controls Mechanical Equipment				
MOTORS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Baldor or Reliance Ind. 3 PH 460 Volt Motors				
Dayton- 3 PH 460 Pump Motors				
Marathon- 3 PH 460 Volt Pump Motors				
Marathon- 3 PH 460 Volt Pump Motors				
Toshiba 3 PH 460 Volt Motors				
US ELECTRIC 3 PH 460 VOLT MOTORS				
Pumps				
Equipment	No	Yes	Number of Years of Experience	Certifications
Marley Cooling Towers- Down Flow/ Up Draft				
Aurora- Pumps various Gallons Per Minute				
Pulse Tron- Chemical Feeding Pumps				
RELAYS				
Equipment	No	Yes	Number of Years of Experience	Certifications
JC Relays				

BOOSTERS				
Equipment	No	Yes	Number of Years of Experience	Certifications
Various Brand Variable Air Volume Boosters				
Continuous Volume Air Boosters				
Fan Powered Terminals Boosters				
SOFTWARE				
Equipment	No	Yes	Number of Years of Experience	Certifications
Building Management System Software				
WATER PLANT				
Equipment	No	Yes	Number of Years of Experience	Certifications
Filtrane- Model M120RFC Cooler drinking water plant				

Please list any additional equipment that you have certifications to work on and the number of years of experience on the equipment.	Certifications	Number of Years of Experience

Notes:

SIGNATURE

DATE

Attachment D: Statement of Company

General Information

Please Provide the Following Information

Company Full Name			
Owners:			
Number of Years in Business			
Headquarters Location:			
Number of Employees			
Ownership Status:			
Total Number Of Clients Served			
Number of Years Serving Oldest Client:			
Number of Employees available for the DEQ Job:			
Is your staff all internal staff or do you use all subcontractors?	All Internal	All Subcontracting	Some Subcontracting ____% of subcontracting

Designated Contract Contact for DEQ:

Please Provide the Contacts for the DEQ Contract	Primary Contact	Secondary Contact
Name		
Phone Number		
Email Address		
Cellular Phone Number		
Number of Years with Firm		

Do you practice any “green and/or environmentally safe and/or sustainability methods or practices?” _____

If So Please Explain:

Insurance and Bonding:

Insurance: See Section B.6 for further details

Insurance Type	Coverage Amount	Coverage Begin Date	Coverage Expiration Date
Required: General Liability Insurance (Minimum Coverage- \$1,000,000.00)			
Required: Worker's Compensation Insurance			
Required: Automobile Liability Insurance			

Bond: See Section B.6 for further details

Assurant Firm	Coverage Minimum	Coverage Maximum	Bonding Time

Additional Licenses and Certifications:

Please list any additional licenses and/or certifications that may be of value to DEQ.

License / Certification Type	License / Certification Board or Licensor/ Certifier	License / Certification Holder	License / Certification Expiration Date

Training:

Do you provide the following training for your personnel? If you don't use the Safety Series Training please provide the substitution that you use.

Training	YES	NO	Substitution
Basic HVAC			
Basic Plumbing			
Basis Electrical			
Crisis Management			
Employee Engagement			
Ladder Safety 1- Best Practices			
Ladder Safety 2- Choosing a Ladder			
OSHA: Asbestos Safety			
OSHA: Chemical MSDS Safety			
OSHA: Compressed Gas Cylinders			
OSHA: Confined Space Safety			
OSHA: Construction Safety			
OSHA: Crane, Forklift, Rigging, Scaffold and Aerial Lift Safety			
OSHA: DOT			
OSHA: Driving Safety			
OSHA: Emergency Preparedness			
OSHA: Ergonomics			
OSHA: Excavation and Trenching			
OSHA: First Aid			
OSHA: HIPPA			
OSHA: Indoor Air Quality			
OSHA: Laboratory Safety			
OSHA: Lead Safety			
OSHA: Machine Guard			
OSHA: Materials Handling			
OSHA: Office Safety			
OSHA: Powered Industrial Trucks			
Training	YES	NO	Substitution

OSHA: Right -to- Know			
OSHA: Safety Showers and Eye Washes			
OSHA: Tuberculosis			
OSHA: Welding Safety			
OSHA: Winter Safety			
OSHA: Workplace Stress			
OSHA: Workplace Violence			
Safety Series: Applying Electrical Standards			
Safety Series: Blood borne Pathogens			
Safety Series: Electrical Hazards and NFPA 70 E			
Safety Series: Fire Prevention and Safety			
Safety Series: Hand and Power Tool Safety			
Safety Series: Hazard Communication			
Safety Series: Heat Stress			
Safety Series: Human Element			
Safety Series: Lockout Tagout			
Safety Series: OSHA 300 OSHA Recordkeeping Requirements			
Safety Series: Pandemic Influenza			
Safety Series: PPE 00 Personal and Protective Equipment Overview			
Safety Series: PPE 01- Introduction			
Safety Series: PPE 02 Heat Protection			
Safety Series: PPE 03 Eye and Face Protection			
Safety Series: PPE 04 Hand and Arm Protection			
Safety Series: PPE 05 Body Protection			
Safety Series: PPE 06 Foot Protection			
Safety Series: PPE 07 Hearing Conservation			
Safety Series: PPE 08 Respiratory Protection			
Safety Series: PPE 09 Electrical Protection Devices			
Safety Series: PPE 10 Levels of Protection and Protective Gear			
Safety Series: Preventing and Addressing Electrical Violations			
Safety Series: Preventing Back Injury			
Safety Series: Preventing Slips, Trips and Falls			
Safety Series: Recognizing Electrical Hazards			
Safety Series: Safety and Your Supervisors			
Safety Series: Safety Orientation			
Safety Series: Using Electrical Safety Programs			
The Impact of Maintenance on Retention			

SIGNATURE

DATE

Attachment E: Accident Reporting

Please supply your Department of Labor, Insurance, and OSHA accident reporting number for the past three (3) years.

Number of Employees in the
Company: _____

Number Of Cases			
Criteria	2013	2014	2015
Total Number Of Deaths			
Total Number Of Hospitalizations			
Total Number Of Cases With Job Transfer Or Restriction			
Total Number Of Cases With Days Away From Work			
Total Number Of Other Recordable Cases			

Number Of Days			
Criteria	2013	2014	2015
Total Number Of Days Away From Work			
Total Number Of Days With Hospitalization			
Total Number Of Days Of Job Transfer Or Restriction			

Injury And Illness Types			
Total Number Of...	2013	2014	2015
General Injuries			
Skin Conditions			
Respiratory Conditions			
Poisonings			
Amputations			
Loss Of Eye			
Hearing Loss			
Other Illness/ Injuries			

Notes:

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Attachment F: Added Value

Please give a statement about the services and/or additional certifications and training that you provide and what you can provide as an added value for DEQ.

Please provide any additional services that your company provides.

Please provide any additional certifications that your company provides.

Please provide any additional training that your company provides.

SIGNATURE

DATE

Attachment G: Report Examples

Daily Building Checklist

Building _____

Week of _____

Exterior							
Area	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Grounds							
Exterior Lighting							
Sprinklers							
Timers							
Heads							
Lines							
Notes:							

Interior Common Areas							
Area	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lighting							
Ceiling Tiles							
General Housekeeping							
Exit Lights							
Exits							
Emergency Lights Batteries							
Stairwells							
Carpet							
Tripping Hazards							
Elevators-Operation							
Elevators-Condition							
Restrooms							
Notes:							

Tenant Space							
Area	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lighting							
Ceiling Tiles							
General Housekeeping							
Exit Lights							
Exits							
Carpet							
Tripping Hazards							
Emergency Lights Batteries							
Restrooms							
Notes:							

Mechanical							
Area	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Building Vitals							
Temperature (72° - 75°)							
Thermostats							
Visual Check overall HVAC							
Notes:							
PM Completed:							

Contractor Representative Signature _____ Date _____

Agency Representative Signature _____ Date _____

Building Equipment List

Building: _____

Please check one of the fields below
 Air Compressor Chiller Boiler Cooling Tower

MFG:		
Model:		
Serial #:		
Location ID #:		
Comments:		
Motors	Pumps	
Volts	Gallons per Minute	
HP	Head Feet	
Frame	RPM	
MFG	MFG	
Part #	Part #	
Full Load AMPS (FLA)	Type	
Phase	Style	
RPM		
Electric Meters		
Electric Meter Number	Electric Meter Location	
Services		
Fire Alarm Service	Security Service	Janitorial Service
Company:	Company:	Company:
Contact:	Contact:	Contact:
Phone:	Phone:	Phone:
Account #:	Account #:	Account #:
Password:	Password:	Password:

Please check one of the fields below
 Air Handler Fan Coil Unit Makeup Air Heat Pump Exhaust Fan

Unit Number	Belt Size	Belt Quantity	Filter Size	Filter Quantity	Location	Serves	Comments

 Contractor Representative Signature Date

 Agency Representative Signature Date

Attachment H: Task Order

TASK ORDER

CONTRACT NUMBER: [Type text]

DELIVERY ORDER NUMBER: [Type text]

PURPOSE: [Type text]

SCOPE: [Type text]

REQUIRED TASK: The contractor must perform the following task:

TASK NUMBER	ACTIVITY	EXPECTED TASK START DATE	EXPECTED COMPLETION DATE TIME	AGENCY DATE TIME TO START FEE DEDUCTIONS AT _____%	ACCEPTANCE CRITERIA

PERIOD OF PERFORMANCE: The requested period of performance for this delivery order is [Type text] through [Type text]

HOURS & COST: The contractor is not to exceed the following hours and/or cost for this task order without written authorization from the Contracting Officer.

DESCRIPTION	HOURS	HOURLY PRICE	EXTENDED PRICE
TASK ORDER TOTAL (SHALL NOT EXCEED)			

SIGNATURES

Contractor Representative Signature

Date

Agency Representative Signature

Date

The Contractor shall not begin performance under this task order until all parties identified above express concurrence with the task order by providing signature.

Attachment J: The Transition Plan Template

Per section B.1.4 during the last renewal term of this contract the contractor shall complete a transition plan. This template shall be used to create the transition plan that shall be approved by DEQ.

Transition Team:

Transition Role	Who	Contact Phone Number	Contact Email
Transition Team Leader			
Project Leader			
Project Team			
Project Team			
DEQ Representative			
DEQ Representative			

Transition Task:

Task	Responsible Parties	Task Due Date	DEQ Represented Approval Party	Approval Date
Notification of Need to Start the Transition Plan	DEQ Representative	Notification of Last Renewal		
Coordinate Transition Planning	Transition Team Leader			
Set a Transition Time Line	Transition Team Leader			
Develop Transition Plan	Transition Team Leader Project Leader DEQ Representative			
Determine actual time needed for training, staffing, roles, and responsibilities	Transition Team Leader Project Leader DEQ Representative			
Transfer any remaining warranties and license	Transition Team Leader Project Leader			
Complete Final Inventory Reports	Transition Team Leader Project Leader			
Implement Training Plan	Transition Team Leader Project Leader DEQ Representative			
Transfer all Records	Transition Team Leader Project Leader DEQ Representative			
Transfer all duties to new contractor	Transition Team Leader Project Leader DEQ Representative			

Transition Team Leader Signature

Date

DEQ Representative Signature

Date

