

Meeting of the
OKLAHOMA CITY COMMUNITY COLLEGE BOARD OF REGENTS
November 13, 2020

AGENDA ITEM 6C:

Authorizing the Administration to Solicit a Proposal for the College Union Roof Replacement Project from Oklahoma Roofing in which Oklahoma Roofing has been awarded the competitively bid Oklahoma State contact for roofing services for OCCC's regional area

RECOMMENDATION:

It is recommended that the Board of Regents authorize the administration to solicit a proposal for the College Union Roof Replacement Project from Oklahoma Roofing in which Oklahoma Roofing has been awarded the competitively bid Oklahoma State contact for roofing services for OCCC's regional area.

ANALYSIS:

- The College Union Roof Replacement Project will address identified deferred maintenance due to the age and condition of the roofing system
- The College Union Roof Replacement Project is identified as our highest priority for replacement. The College's Five Year Replacement and Repair Plan is included in your agenda materials
- The existing College Union roofing system is the original roofing system to the facility in which was installed in 1987
- The current, estimated replacement cost is approximately \$400,000.00

**OKLAHOMA CITY COMMUNITY COLLEGE
FACILITIES MANAGEMENT
ROOF REPLACEMENT/REPAIR
BoR Item 6C
5 YEAR PLAN
Updated: August 2020**

FISCAL YEAR	AREA	SCOPE OF WORK	CURRENT ROOF INSTALLATION DATE	TOTAL COST (ESTIMATE)	ESTIMATED DAYS TO COMPLETION
FY 13/14/15/17/18/19/20	College Union	Replacement	1987	\$ -	125
FY 13/14/15/17/18/19/20	Arts & Humanities Parapet	REPAIR	2001	\$ -	12
FY 13/14/15/17/18/19/20	Main Building	REPAIR	2005	\$ -	4
FY 13/14/15/17/18/19/20	Gymnasium	REPAIR	1997	\$ -	10
FY 13/14/15/17/18/19/20	Social Sciences Center	REPAIR	2004	\$ -	20
DID NOT RECEIVE FUNDING SUPPORT FOR FY13					
DID NOT RECEIVE FUNDING SUPPORT FOR FY14					
DID NOT RECEIVE FUNDING SUPPORT FOR FY15					
DID NOT RECEIVE FUNDING SUPPORT FOR FY16					
DID NOT RECEIVE FUNDING SUPPORT FOR FY17					
DID NOT RECEIVE FUNDING SUPPORT FOR FY18					
DID NOT RECEIVE FUNDING SUPPORT FOR FY19					
DID NOT RECEIVE FUNDING SUPPORT FOR FY20					
FY21	College Union	Replacement	1987	\$ 381,702.00	125
FY21	A&H Parapet	Replacement	1985	\$ 11,786.00	40
FY21	Main Building	Repair	2005	\$ 1,913.00	25
FY21	Gymnasium	Repair	1997	\$ 20,872.00	15
FY22	Library	Replacement	1995	\$ 850,254.00	110
FY23	Recreation and Community Services	Replacement	1987	\$ 306,122.00	70
FY23	Facilities Management	Replacement	1987	\$ 229,592.00	65
FY23	Aquatics Center Mechanical Room	Replacement		\$ 61,224.00	125
FY24	Transportation Technology Center	Replacement	1977	\$ 261,298.00	85
FY24	FACE Center (Phase A)	Replacement	1997	\$ 359,174.00	40
FY25	FACE Center (Phase B)	Replacement	1997	\$ 359,379.00	40
FY25	FACE Center (Phase C)	Replacement	1997	\$ 219,701.00	40
TOTAL COST ALL PROJECTS:				\$ 3,063,017.00	
TOTAL COST FOR FY-14				N/A	
TOTAL COST FOR FY-15				N/A	
TOTAL COST FOR FY-16				N/A	
TOTAL COST FOR FY-17				N/A	
TOTAL COST FOR FY-18				N/A	
TOTAL COST FOR FY-19				N/A	
TOTAL COST FOR FY-20				N/A	
TOTAL COST FY-21				\$ 416,273.00	
TOTAL COST FY-22				\$ 850,254.00	
TOTAL COST FY-23				\$ 596,938.00	
TOTAL COST FY-24				\$ 620,472.00	
TOTAL COST FY-25				\$ 579,080.00	
TOTAL COST ALL PROJECTS:				\$ 3,063,017.00	

Meeting of the
OKLAHOMA CITY COMMUNITY COLLEGE BOARD OF REGENTS
November 13, 2020

AGENDA ITEM 6D:

Authorizing the Administration to Contract with Miles Associates to Provide Architectural Services for the Health Professions Center Expansion Project

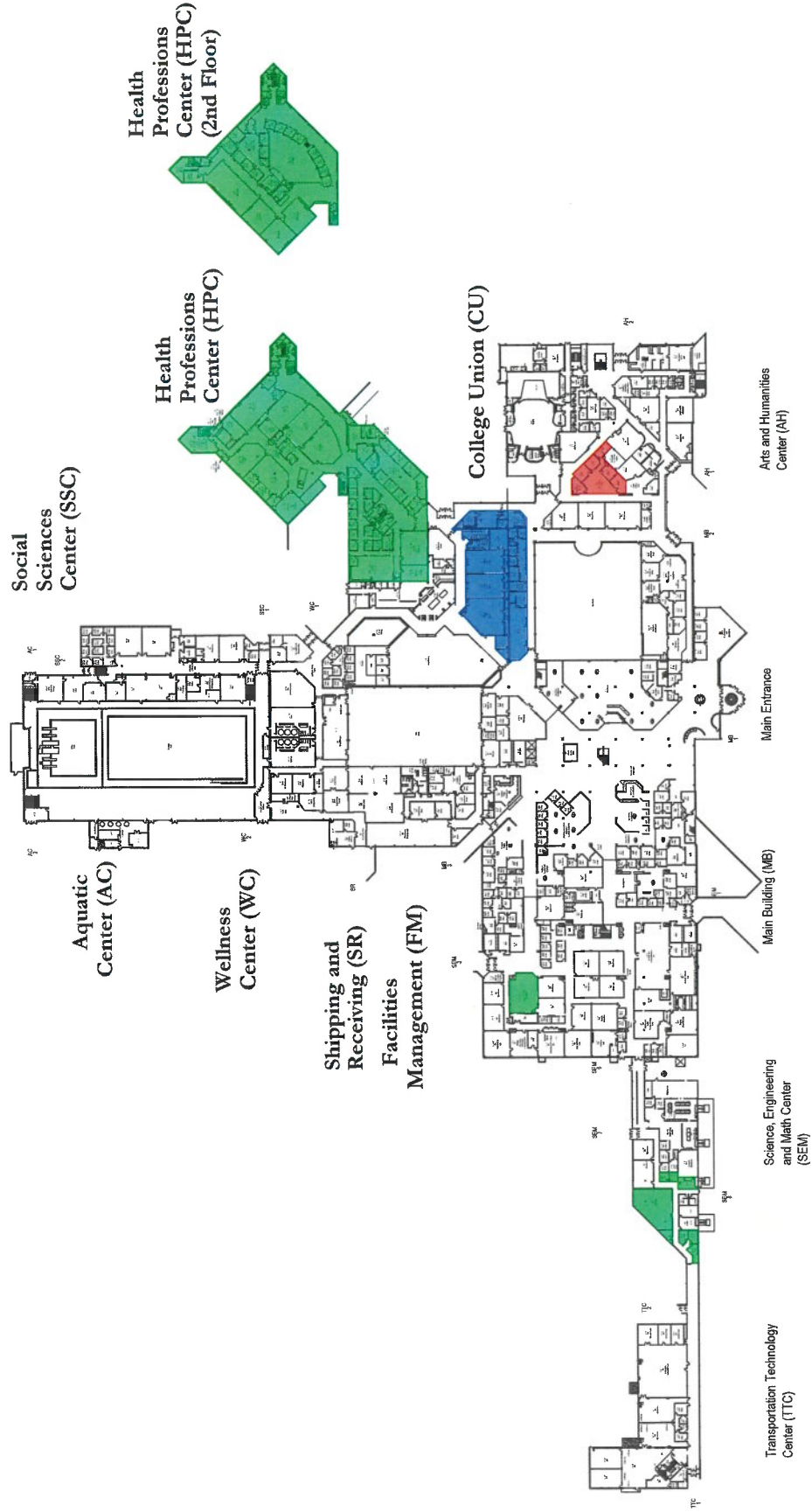
RECOMMENDATION:

It is recommended the Board of Regents authorize the Administration to contract with Miles Associates to provide architectural services for the Alternative Option for the Health Professions Center Expansion Project.

ANALYSIS:

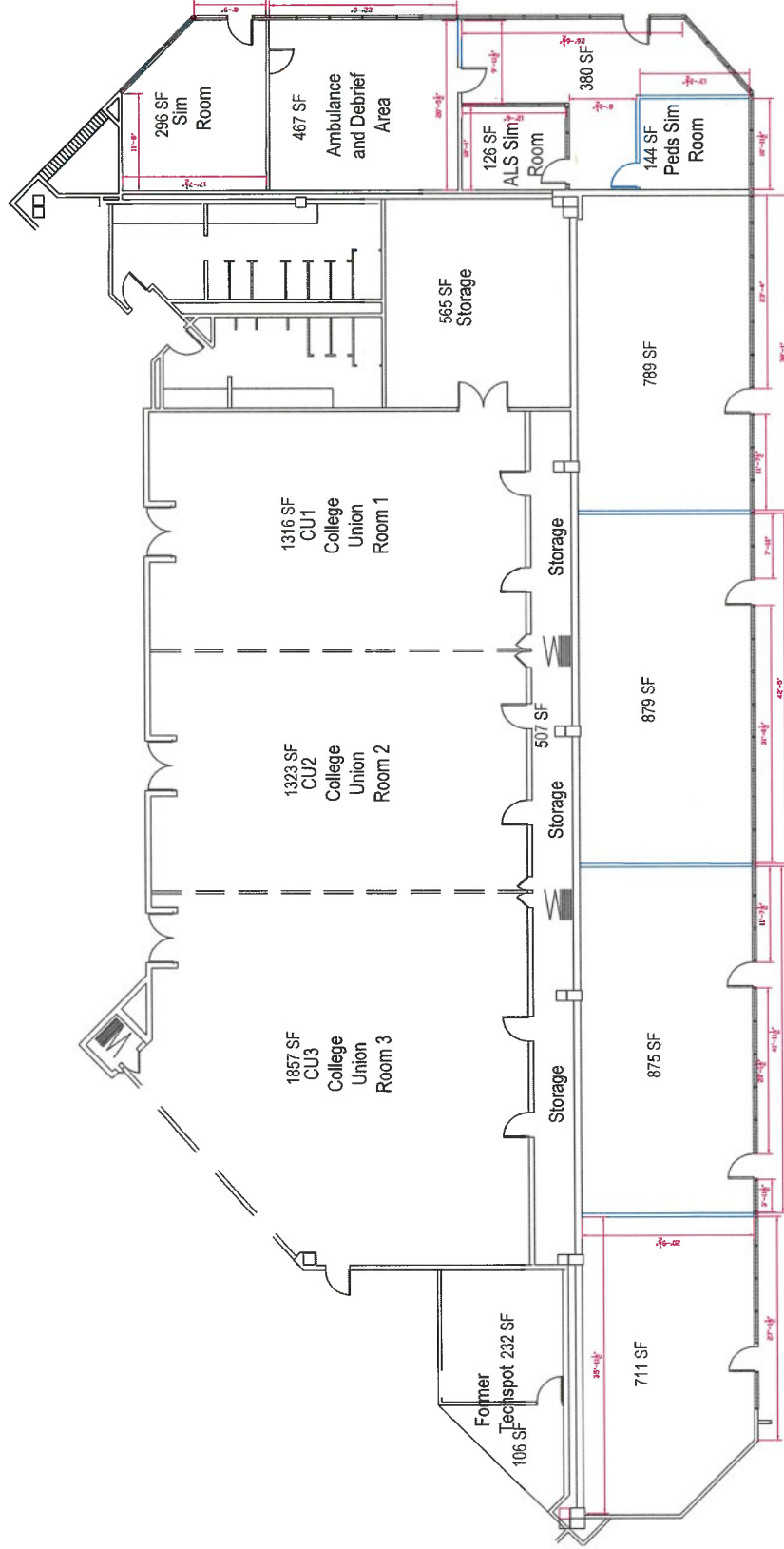
- College Administration submitted a Request for Proposal (RFP) for the Health Professions Center Expansion Project to fifty-nine (59) architectural firms on October 30, 2019
- Fourteen (14) architectural firms responded to the RFP for the Health Professions Center Expansion Project
- A Staff Review Committee of College personnel reviewed and evaluated the RFP's based on criteria set forth by the Oklahoma Office of Management and Enterprise Services
- The Board Facilities Committee met on January 10, 2020 to review and discuss the proposals of the top six (6) recommended firms and interviewed the top six (6) architectural firms recommended by the Staff College Review Committee
- The Board Facilities Committee met on November 5, 2020 to review and discuss the Health Professions Center Expansion Project and the continued use of Miles Associates for architectural services

HEALTH PROFESSIONS CENTER - CURRENT AND PROPOSED



FACILITIES MANAGEMENT CHRIS SNOW EXECUTIVE DIRECTOR
PROJECT: HEALTH PROFESSIONS
DATE: 10-20-20
DRAWING NAME: HPC WORK.dwg
DRAWN BY: Kevin Braman, Projects, Design and Systems Manager
SHEET: 1 OF 1
NOTE: ALL DIMENSIONS ARE APPROXIMATE
 OKLAHOMA CITY COMMUNITY COLLEGE

HEALTH PROFESSIONS SPACE ALLOCATION - CONSTRUCTION (Blue)



FACILITIES MANAGEMENT
CHRIS SNOW, EXECUTIVE DIRECTOR

PROJECT: HEALTH PROFESSIONS SPACE ADDITION
 DATE: 10-14-20
 DRAWING NAME: HPC Space Addition.dwg
 DRAWN BY: Kevin Bramman, Projects, Design and Systems Manager
 SHEET: 2 OF 9

NOTE: ALL DIMENSIONS ARE APPROXIMATE



Meeting of the
OKLAHOMA CITY COMMUNITY COLLEGE BOARD OF REGENTS
November 13, 2020

AGENDA ITEM 6E:

Authorizing the Administration to Award a Contract for the Main Building Central Plant Renovation Project to the Lowest Responsible Bidder

RECOMMENDATION:

It is recommended that the Board of Regents authorize the Administration to Award a Contract for the Main Building Central Plant Renovation Project to Saker Mechanical as the lowest responsible bidder for the Base Bid, Alternate 1, and Alternate 2 in an amount not to exceed \$1,784,300.00.

ANALYSIS:

- The Main Building Central Plant Renovation Project will address identified deferred maintenance, provide system redundancy and energy efficiency gains involving the plant's cooling towers, hot water heating boilers, and domestic hot water heater.
- The Administration opened bids for the Project on October 27, 2020.
- Bids were submitted from two (2) contractors. The contractors and bid amounts are identified in the bid tabulation set forth in this agenda item.
- Facilities Management and Alvine Engineering reviewed all bids and provided a contract award recommendation to College Administration.
- The bids and contract award recommendation were reviewed by the Board Facilities Committee on November 5, 2020.

SUMMARY SHEET

#2-RFP-21-008 - Central Plant Deferred Maintenance Project

	SAKER MECHANICAL	STREETS, LLC
BASE BID - Replace Existing Cooling Towers		
Duration in Calendar Days	\$1,065,000.00 175 days	\$1,126,211.00 120 days
ALTERNATE BID #1 - Replace Boilers and Hydronic Pumps		
Duration in Calendar Days	\$619,500.00 90 days	\$619,072.00 120 days
ALTERNATE BID #2 - Replace Water Heaters and Pumps		
Duration in Calendar Days	\$99,800.00 45 days	\$98,526.00 120 days
PROJECT BID TOTAL	\$1,784,300.00 295 days	\$1,843,809.00 120 days (overall duration)
TOTAL DURATION IN CALENDAR DAYS		

**REQUEST FOR PROPOSAL FOR THE CENTRAL PLANT DEFERRED MAINTENANCE PROJECT
FOR OKLAHOMA CITY COMMUNITY COLLEGE (OCCC)**

CONTRACTORS: Proposals are invited for the Central Plant Deferred Maintenance Project for Oklahoma City Community College ("OCCC" or "College") in accordance with the standard terms and conditions and specifications set forth in this Request for Proposal (RFP). Proposals must be received at the address noted below no later than the date and time of the submission deadline. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date and Time on the outside of the envelope or package containing the Proposal. OCCC reserves the right to reject any or all proposals. Proposal submissions MUST meet all general and specific terms and contain the following:

1. Detailed response to the RFP
2. Statement of Price
3. Certification of Competitive Bid and Contract (Non-Collusion Certification)
4. Supplier Contract Affidavit
5. Certificate of Compliance, if applicable

RFP Number: 2-RFP-21-008
Date Issued: October 6, 2020

Submission Deadline (Opening):
Date: October 27, 2020
Time: 2:00 P.M. CST

Proposal Delivery Address:
Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
John Massey Center, Purchasing Dept.
Room 140
7777 South May Avenue
Oklahoma City, OK 73159

CERTIFICATION: Upon signing this Proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, and that the Contractor understands such and agrees to be bound by these Standard Terms and Conditions and specifications when a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP. Proposals that are not signed and notarized, where applicable, will be rejected.

Saker Mechanical, Inc.
Name of Firm/Company

P.O. Box 55551, Del City, OK 73155
Address, City, State, Zip

David M. Myers
Printed Name


Signature of Authorized Individual

73-1301721
Federal Tax ID #

dmyers@sakermechanical.com
Email Address

Vice President/Secretary
Title

November 2, 2020
Date



November 2, 2020

To: Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
John Massey Center, Purchasing Dept.
Room 140
7777 South May Ave.
Oklahoma City, Oklahoma 73159

Re: OCCC Central Plant Deferred Maintenance Project
Detailed Response to Request for Proposal 2-RFP-21-008

Mr. Sisco,

We respectfully submit our Detailed Response to Request for Proposal 2-RFP-21-008 for the **Central Plant Deferred Maintenance project at Oklahoma City Community College:**

Base Bid	<u>\$ 1,065,000.00</u>
Add for Bonds (0.7%)	\$ 8,500.00
Alternate 1 – Replace Boilers and Hydronic Pumps	\$ 619,500.00
Alternate 2 – Replace Water Heaters and Pumps	\$ 99,800.00

We Specifically **include** the following in our proposal:

Base Bid:

Demo and Replace Structural Steel Tower Supports as Specified in Division 05 and as Shown on Structural Drawings.

Demo and Replace Existing Cooling Towers with Two (2) Tower Tech TTXR Cooling Towers as Specified in Section 236513 and as Shown and Scheduled on Mechanical Drawings.

Condenser Water Pump Modifications, Condenser Water Piping, Insulation, Controls, and Test and Balance as Related to Cooling Tower/Condenser Water System as Specified in Division 23 and Shown on Mechanical Drawings.

Electrical Work as Related to Cooling Towers as Specified in Division 26 and Shown on Electrical Drawings.

Licenses and Permits.

All Cutting and Patching required by the Contract Documents.

Clean up of our work.

Page 1 of 3

Alternate 1:

Demo and Replace Existing Boilers with Two (2) Fulton EDR-512000 Boilers as Specified in Section 235216 and as Shown and Scheduled on Mechanical Drawings.

Heating Water Pump Modifications, Boiler Flue, Heating Water Piping, Insulation, Controls, and Test and Balance as Related to Boilers/Heating Water System as Specified in Division 23 and Shown on Mechanical Drawings.

Electrical Work as Related to Boilers and Heating Water Pumps as Specified in Division 26 and Shown on Electrical Drawings.

Alternate 2:

Demo and Replace Existing Water Heaters and Hot Water Recirculation Pump as Specified in Section 223400 and Shown and Scheduled on Mechanical Drawings.

Plumbing Piping, Specialties, and Insulation as Related to Water Heater/Pump Replacement as Specified in Division 22 and as Shown on Mechanical Drawings.

Electrical Work as Related to Water Heaters and Recirculation Pumps as Specified in Division 26 and Shown on Electrical Drawings.

We specifically exclude the following from our bid:

Bonds.

Irrigation.

Fire Main.

Sales Taxes.

Site Utilities.

Fire Protection.

Perimeter Drains.

Sump Pump Basins.

Asbestos Abatement.

Architectural Louvers.

Duct Smoke Detectors.

Gutter and Downspouts.

Trench Drains and Grates.

Temporary Heat, Cooling and Ventilation.

Repair or replacement of any new or existing finishes.

Temporary Drainage and Dewatering During Construction.

See Exhibit "A" for insurance that Saker Mechanical, Inc. would provide for the project noted above.

We acknowledge receipt of Addendum 1.

Saker Mechanical is a small, Native American owned business.

**Saker Mechanical, Inc.
Insurance Coverage
Exhibit "A"**

1) Workers' Compensation	Statutory
Bodily Injury By Accident	\$500,000 each accident
Bodily Injury By Disease	\$500,000 each employee
Bodily Injury By Disease	\$500,000 policy limit
2) Commercial General Liability	
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000
Medical Expense	\$5,000
3) Automobile Liability	
(Include scheduled autos, hired autos and non-owned autos)	
Combined Single Limit	\$1,000,000
4) Excess Liability (Umbrella)	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

a variety of fields. Additionally, OCCC offers a wide range of community and continuing education courses, workshops, conference, and seminars.

1.4 Independent Contractor

The relationship of the Contractor and OCCC shall be that of an Independent Contractor. Any and all employees or agents of the Contractor or any other person, while engaged in the performance of any work or services required by the Contractor under these specifications, shall not be considered employees of OCCC.

2.0 PROJECT SPECIFICATIONS / PRICE PROPOSAL

2.1 Project Specifications

- Each proposal must be accompanied with a project phasing plan/timeline that ensures no disruption to the college's educational process occurs. Please see Exhibit E – College Hours, for an annual estimation of the college's hours to assist with developing the requested phasing plan/timeline.
- Exhibits stated in Section 1.1 of this RFP have been attached as part of this RFP or have been sent as separate attachments with the RFP document. These documents have been posted under this RFP on the OCCC Purchasing website located at www.occc.edu/purchasing, under "Bids and Requests for Proposals" for download.

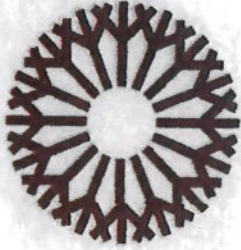
2.2 Price Proposal

Please provide the associated project costs in the table below.

The Contractor will provide an expected duration of the project, in calendar days (i.e. 25 days).

- Duration begins upon Contractor receiving notice to proceed
- Liquidated damages will incur at \$1,000.00 per day past the Contractor's communicated project completion time
- Liquidated damages will incur at \$1,000.00 per day for any impact to the College's educational process
- The College reserves the right to extend the duration upon request of the Contractor due to unforeseen circumstances impeding project progress.

DESCRIPTION	ESTIMATED PROJECT COST	ESTIMATED PROJECT DURATION
Replace Existing Cooling Towers	\$ 1,065,000.00	175 Days
ALTERNATE BID #1		
Replace Boilers and Hydronic Pumps	\$ 619,500.00	90 Days
ALTERNATE BID #2		
Replace Water Heaters and Pumps	\$ 99,800.00	45 Days



OKLAHOMA CITY COMMUNITY COLLEGE


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

Solicitation #2-RFP-21-008

A. For purposes of competitive bid or contract, I certify:

1. I am the duly authorized agent of Saker Mechanical, Inc., the 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 of 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 stamen is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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



Authorized Signature

David M. Myers

Printed Name

(405) 872-1577

Phone Number

November 2, 2020

Certified this Date

Vice President/Secretary

Title

dmyers@sakermechanical.com

Email



OKLAHOMA CITY COMMUNITY COLLEGE

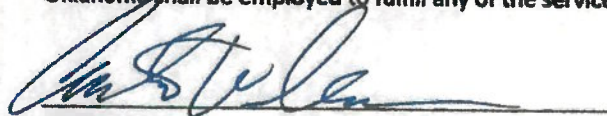
APPENDIX A

SUPPLIER CONTRACT AFFIDAVIT

Solicitation #2-RFP-21-008

Curtis W. Lewis, of lawful age, being first duly sworn, on oath says:

In accordance with 74 O.S. § 85.42 (B), the supplier certifies that no person who has been involved in any manner in the development of this contract while employed by Oklahoma City Community College or the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.


Signature

November 2, 2020
Date


Curtis W. Lewis
Printed Name

Vice President
Title

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

Subscribed and sworn to before me this 2nd day of November, 2020, by David M. Myers

Notary Public (or Clerk or Judge) Signature 
My Commission Number 18010450
My Commission Expires October 16, 2022

(Seal)



CERTIFICATE OF COMPLIANCE

IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED WITH BID DOCUMENTS

Certificate of Compliance with Executive Order 11246 as amended for Contract in Excess of \$10,000.

In entering into any resulting contracts over \$10,000, the contractor agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375. These specific requirements state:

I. "Equal Opportunity Clause"

During the performance of this/these contract(s) the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Certification on Non-Segregated Facilities

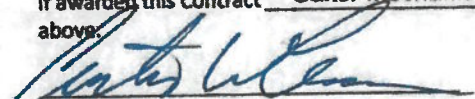
By the submission of this bid and/or acceptance of purchase orders during the above period, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations under his control where segregated facilities are maintained. He further agrees that breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. He further agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to award of subcontracts exceeding \$10,000 which are not tax exempt from the provision of the equal opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

III. Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract that exceeds \$10,000, the bidder agrees to comply with the Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and subject this contract to cancellation and rescission at the option of Oklahoma City Community College.

Certification of Compliance

If awarded this Contract Saker Mechanical, Inc. agrees to comply with the provisions of Clauses I, II, and III above.


Signature

November 2, 2020
Date


Curtis W. Lewis
Printed Name

Vice President
Title

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Subscribed and sworn to before me this 2nd day of November, 2020, by David M. Myers

Notary Public (or Clerk or Judge) Signature 
My Commission Number 18010450
My Commission Expires October 16, 2022

(Seal)



Fidelity and Deposit Company

1299 Zurich Way

OF MARYLAND

Schaumburg, IL 60196

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Streets, LLC

----- as Principal, (hereinafter called the "Principal"),
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 1299 Zurich Way, Schaumburg, Illinois 60196, a corporation
duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and
firmly bound unto Oklahoma City Community College

----- as Obligee, (hereinafter called the "Obligee"),
in the sum of Five Percent (5%) of the Amount Bid Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, Jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Central Plant Deferred Maintenance Project for Oklahoma
City Community College

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this 2nd day of November A. D., 20 20

Chouaun Streets
Witness

Streets, LLC (SEAL)
Ken Colahan Principal
President Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Shuci Evans
Witness

By *Vickie Wilson* (SEAL)
Attorney-in-Fact Title

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of November, 2020.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**REQUEST FOR PROPOSAL FOR THE CENTRAL PLANT DEFERRED MAINTENANCE PROJECT
FOR OKLAHOMA CITY COMMUNITY COLLEGE (OCCC)**

CONTRACTORS: Proposals are invited for the Central Plant Deferred Maintenance Project for Oklahoma City Community College ("OCCC" or "College") in accordance with the standard terms and conditions and specifications set forth in this Request for Proposal (RFP). Proposals must be received at the address noted below no later than the date and time of the submission deadline. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date and Time on the outside of the envelope or package containing the Proposal. OCCC reserves the right to reject any or all proposals. Proposal submissions MUST meet all general and specific terms and contain the following:

1. Detailed response to the RFP
2. Statement of Price
3. Certification of Competitive Bid and Contract (Non-Collusion Certification)
4. Supplier Contract Affidavit
5. Certificate of Compliance, if applicable

RFP Number: 2-RFP-21-008
Date Issued: October 6, 2020

Submission Deadline (Opening):
Date: October 27, 2020
Time: 2:00 P.M. CST

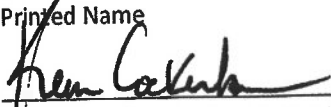
Proposal Delivery Address:
Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
John Massey Center, Purchasing Dept.
Room 140
7777 South May Avenue
Oklahoma City, OK 73159

CERTIFICATION: Upon signing this Proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, and that the Contractor understands such and agrees to be bound by these Standard Terms and Conditions and specifications when a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP. Proposals that are not signed and notarized, where applicable, will be rejected.

Streets, LLC
Name of Firm/Company

100 S.E. 25th
Address, City, State, Zip

Kevin Cockerham
Printed Name


Signature of Authorized Individual

73-0770040
Federal Tax ID #

kcockerham@streetsllc.com
Email Address

President
Title

11/02/20
Date

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APPENDICES

Appendix A – Required Forms

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EXHIBITS

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Exhibit B – Electrical Information

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**REQUEST FOR PROPOSAL FOR THE CENTRAL PLANT DEFERRED MAINTENANCE PROJECT
FOR OKLAHOMA CITY COMMUNITY COLLEGE**

1.0 GENERAL INFORMATION

1.1 Introduction

Oklahoma City Community College is accepting proposals for an FY2021 Central Plant Deferred Maintenance Project. Please see exhibits attached as part of this RFP:

- Exhibit A – Project Specifications
- Exhibit B – Electrical Information
- Exhibit C – Mechanical Information
- Exhibit D – General Notes
- Exhibit E – College Hours

1.2 Mandatory Pre-Proposal Conference

A **mandatory** pre-proposal conference will be held. The purpose of this conference is to provide an opportunity for potential contractors to ask OCCC representatives questions regarding the terms, conditions and specifications of the RFP. Failure of potential contractors to attend this conference will preclude their ability to submit proposals under this bid. Notification of attendance must be made prior to the pre-proposal conference to the contact listed below.

Location:	Oklahoma City Community College Library Room 407 7777 South May Avenue Oklahoma City, OK 73159
Date:	October 14, 2020
Time:	2:00 p.m. CST
Point of Contact:	Craig Sisco, Director of Purchasing michael.c.sisco@occc.edu

****Masks will be required to attend the pre-proposal conference and OCCC will abide by CDC guidelines for social distancing in the meeting space. Please limit one representative per vendor to attend meeting.**

1.3 College Information

Oklahoma City Community College is a two-year community college which first opened in 1972. It has grown to serve more than 20,000 students per year. OCCC enrollment for the spring 2019 semester totaled 10,903 students. It offers a full range of associate degree programs, which prepare students to transfer to baccalaureate institutions. Other degree and certificate programs are designed to prepare students for immediate employment in

a variety of fields. Additionally, OCCC offers a wide range of community and continuing education courses, workshops, conference, and seminars.

1.4 Independent Contractor

The relationship of the Contractor and OCCC shall be that of an Independent Contractor. Any and all employees or agents of the Contractor or any other person, while engaged in the performance of any work or services required by the Contractor under these specifications, shall not be considered employees of OCCC.

2.0 PROJECT SPECIFICATIONS / PRICE PROPOSAL

2.1 Project Specifications

- Each proposal must be accompanied with a project phasing plan/timeline that ensures no disruption to the college’s educational process occurs. Please see Exhibit E – College Hours, for an annual estimation of the college’s hours to assist with developing the requested phasing plan/timeline.
- Exhibits stated in Section 1.1 of this RFP have been attached as part of this RFP or have been sent as separate attachments with the RFP document. These documents have been posted under this RFP on the OCCC Purchasing website located at www.occc.edu/purchasing, under “Bids and Requests for Proposals” for download.

2.2 Price Proposal

Please provide the associated project costs in the table below.

The Contractor will provide an expected duration of the project, in calendar days (i.e. 25 days).

- Duration begins upon Contractor receiving notice to proceed
- Liquidated damages will incur at \$1,000.00 per day past the Contractor’s communicated project completion time
- Liquidated damages will incur at \$1,000.00 per day for any impact to the College’s educational process
- The College reserves the right to extend the duration upon request of the Contractor due to unforeseen circumstances impeding project progress.

CENTRAL PLANT DEFERRED MAINTENANCE PRICING		
BASE BID PRICING	BID	DURATION IN CALENDAR DAYS
Replace Existing Cooling Towers	\$ 1,126,211.00	120
ALTERNATE BID #1		
Replace Boilers and Hydronic Pumps	\$ 619,072.00	120
ALTERNATE BID #2		
Replace Water Heaters and Pumps	\$ 98,526.00	120
PROJECT BID TOTALS	\$ 1,843,809.00	Overall Duration 120 Days

3.0 RFP PROCESS AND TIMELINE

3.1 Issuing Office

This RFP is issued by the Purchasing Department at the request of the Facilities Management Department of Oklahoma City Community College. The Purchasing Department located at 7777 South May Avenue, Oklahoma City, is the sole point of contact between Contractors and OCCC for the selection process. Personal contact should be made through:

Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
Purchasing Department
michael.c.sisco@occc.edu

or his designee. OCCC will provide written notification of OCCC's intent to award the contract.

3.2 Electronic Copies of RFP

Electronic copies of the RFP and associated attachments will be distributed to Contractors by email or can be downloaded from the OCCC Purchasing website located at www.occc.edu/purchasing.

3.3 Schedule of Events

The following schedule will apply to this RFP, but may change in accordance with the College's needs.

Release of RFP	October 6, 2020
Mandatory Pre-Bid Meeting (See Section 1.2)	October 14, 2020; 2:00 p.m. CST
Last Day/Time to Submit Written Questions	October 19, 2020; 1:00 p.m. CST
Proposal Submission Deadline Date/Time **Public Bid Opening (see 3.4 for information)	October 27, 2020; 2:00 p.m. CST
Evaluation Period	October 27, 2020 – TBD
Beginning Date of Contract	TBD

3.4 Public Bid Opening

A public bid opening will be held at the John Massey Center, Finance Conference Room 143 at 2:00 p.m. CST on October 27, 2020. Please limit one (1) representative per vendor to attend the public bid opening. Masks will be required.

3.5 Clarification of the RFP

Contractors may submit written questions regarding the specifications or requirements of the RFP. Written questions must be received by email to OCCC no later than **1:00 P.M. CST on October 19, 2020**. Questions will not be answered over the phone and voice messages received regarding this RFP will not be returned. If OCCC determines that it should provide additional information or clarification, or if additional requirements are

needed, Contractors will be notified by written addendum. All addenda issued will be posted on the OCCC Purchasing website located at www.occc.edu/purchasing. All or any addenda issued must be acknowledged by the Contractor in the RFP submitted.

3.6 Terms and Conditions for Communications between OCCC and Contractors

3.6.1 Communication and Inquiries between OCCC and Contractors

Contractor inquiries and requests for clarification related to this RFP should be submitted in writing only, by email to the following OCCC representative:

Mr. Craig Sisco
Director of Purchasing
Oklahoma City Community College
7777 S. May Avenue
Oklahoma City, OK 73159
michael.c.sisco@occc.edu

3.6.2 Formal and Informal Communications

Formal communications between OCCC and Contractors regarding this RFP occur during the time in which proposals are being solicited (RFP release date until the date proposals are opened). All formal communications may be shared with all potential Contractors to ensure fairness to all parties. All requests for interpretations shall be formal and written. OCCC may treat responses to such requests as revisions to the RFP.

Informal communications between OCCC and Contractors regarding the RFP may occur before or after the time in which proposals are being solicited.

3.7 Contractual Intent/Right to Terminate and Recommence RFP Process

OCCC intends to contract with the Successful Contractor whose Proposal is considered to be in the best interest of OCCC. However, OCCC may terminate this RFP process at any time up to notice of award, without prior notice. Further, OCCC reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder. Any and all awards shall be subject to approval of the Board of Regents of Oklahoma City Community College.

3.8 Cost for Proposal Preparation and Campus Visits

OCCC will not reimburse the Contractor for costs incurred in the preparation and submission of proposals, nor will OCCC reimburse Contractors for expenses related to visiting the campus or providing on-campus presentations related to proposals, as applicable.

4.0 SUBMISSION PROPOSAL REQUIREMENTS

4.1 Submission of Proposals

Contractor shall provide one (1) original signed copy and two (2) copies of the RFP, including acknowledgement of addenda issues and one (1) electronic copy in compact disc or flash drive format. Please do not password protect compact disc or flash drive. Hard copies should be bound and clearly marked.

Sealed written proposals will need to be received by 2:00 P.M. CST on October 27, 2020 at the following address:

Attn: Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
Purchasing Department
John Massey Center, Room 140
7777 South May Avenue
Oklahoma City, OK 73159

All proposal packages submitted must be signed, sealed and labeled. The below label must be used on the submission envelope or packaging.

PLEASE NOTE: Due to Covid-19, all RFP packages personally delivered must be left at the front desk of the John Massey Center. The Purchasing Department will notified when delivered.

RFP No: 2-RFP-21-008
RFP Submission Deadline: October 27, 2020; 2:00 p.m. CST
Offeror's Name: <u>Streets, LLC</u>
Offeror's Address: <u>100 S.E. 25th</u>
<u>Oklahoma City, OK, 73129</u>
Project Title: Central Plant Deferred Maintenance Project
Deliver this package to the Purchasing Office – JMC Room 140

It is mandatory that the RFP package label, as shown above, is used or this exact information is provided on the outside of the sealed proposal package. Failure to do so may cause the proposal to be rejected.

Proposals must be signed by the Contractor's official authorized to bind the Contractor the resulting contract. Any literature descriptive of the Contractor must be submitted with the original and electronic proposals.

Contractors are cautioned that only written information contained in this RFP (including any amendments and addenda) are to be relied upon for preparation of a proposal.

Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. Proposals must be submitted no later than the submission deadline date and time specified herein. Contractors mailing proposals should allow sufficient mail delivery period to endure timely receipt of their proposal by the issuing office. Once again, timely receipt is defined as on or prior to 2:00 P.M. CST on October 27, 2020. Any proposals received after the scheduled date and time will be immediately disqualified. All proposals submitted shall be guaranteed and binding for a period of not less than one-hundred twenty (120) days past the proposal submission deadline.

4.2 Response Format

Beginning with the first subsection, it is requested that contractors respond to each subsection of this RFP in the same paragraph and item number sequence, stating first the requirement and then providing their response, if applicable.

For those paragraphs or items not requiring a specified response, Contractors may respond with concurrence or acknowledgement.

Reference to handbooks or other technical documentation may be used to augment the response to an item but may not constitute the entire response. Such references to handbooks and technical documentation must include the paragraph and/or page number of the referenced document. It is requested that brochures and bulky publications remain separate from the written response.

4.3 Contents of Proposal

- A. Contractors should include as part of the proposal all of the provisions of this RFP and furnish all required information.
- B. If the Contractor submits standard terms and conditions with the proposal, and if any of those terms are in conflict with the laws of the State of Oklahoma, State of Oklahoma law shall govern. Contractors standard terms and conditions submitted may require amendment to adequately reflect all of the conditions of this RFP. Upon award of this RFP, the Contractor will be sent OCCC's standard Contract for Services to sign for the impending contract period, if applicable.
- C. All agreements of any nature requiring execution by OCCC must be submitted with the proposal.
- D. A sample contract, if applicable, must be submitted with the proposal for review if required by the Contractor and will later require signature of OCCC officials.
- E. OCCC reserves the right to reject any proposal that does not comply with its requirements and specifications of the RFP. An offer may be rejected if the offer contains or imposes terms or conditions that would modify the requirements of the RFP or limit the Contractor's liability to the State of Oklahoma or OCCC.

4.4 Revisions to the RFP

OCCC may revise any part of the RFP for any reason by issuing an addendum. Addenda will be communicated to all Contractors on record as having received the RFP, and such Contractors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. OCCC is under no obligation to communicate such addenda to Contractors who notify OCCC that they will not be responding to the RFP. OCCC may determine whether an addendum will be considered as part of the RFP and/or as part of any contract resulting therefrom. OCCC shall reject Contractor's responses to addenda if such responses are received after the RFP submission deadline date and time.

4.5 Errors and Omissions in the RFP/Enhancements

Potential Contractors shall bring to OCCC's attention any discrepancies, errors, or omissions that may exist within the RFP. Contractors shall recommend to OCCC any enhancements in respect to the RFP which may be in OCCC's best interest.

4.6 Errors and Omissions in Contractor's Proposal

OCCC may accept or reject any Contractor's Proposal, in part or in its entirety, if such Proposal contains errors, omissions, or other problematic information. OCCC shall determine the materiality of such errors, omissions, or other problematic information. OCCC reserves the right to contact Contractors for clarification of ambiguous information contained in any proposal.

4.7 Required Signatures

OCCC may reject any Contractor's response if it is not signed and/or notarized as indicated and/or required in the areas, spaces, or forms provided within the RFP.

4.8 Notification of Non-Selection

OCCC reserves the right not to notify Contractors whose RFP responses are not selected for further consideration or notice of award. If OCCC decides to notify such Contractors in writing, it will send the notification to the address or email indicated in Contractor's proposal.

4.9 Withdrawal of Proposals

Contractors may withdrawal their proposal at any time prior to the RFP submission deadline date and time. Contractors may request in writing to withdraw their proposal after the RFP submission deadline date and time prior to notice of award. OCCC shall have the sole authority to grant or deny such a request. In the event OCCC grants such a request, it may withhold issuing future solicitations to such Contractors.

4.10 Pre-Award Presentations

OCCC reserves the right to require presentations from the highest ranked Contractors, or from all Contractors, in which they may be asked to provide information in addition to that provided in the submitted proposal. The determination of how many Contractors are required to submit presentations is solely at the discretion of OCCC. Information relative

to the topics or information to be presented by the Contractors selected for presentations will be provided at the time of presentation notification. Cost of preparing and attending the presentation portion of the RFP are to be borne by the Contractor.

4.11 Pre-Award Negotiations

OCCC reserves the right to negotiate prior to award with the highest ranked Contractor(s) for purposes of addressing matters set forth in the following list, which may or may not be exhaustive:

- Obtaining the most advantageous financial agreement;
- Resolving minor differences and scrivener's errors;
- Clarifying necessary details and responsibilities;
- Emphasizing important issues and points;
- Receiving assurances from Contractor(s).

4.12 Effective Period of Proposals

Under this RFP, OCCC shall hold that Contractor's responses to this RFP shall remain in effect for a period of one-hundred twenty (120) days following the submission deadline date and time, in order to allow time for evaluation, approval, and award of the contract. Any Contractor who does not agree to this condition shall specifically communicate in its Proposal such disagreement to OCCC, along with any proposed alternatives. OCCC may accept or reject such proposed alternatives without further notification or explanation. At the time that OCCC announces a Contract award(s), all information included in the Successful Contractor(s) response becomes part of the ensuing Contract documents.

4.13 Rejection of Contractor Counter-offers, Stipulations and Other Exceptions

Any Contractor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected if prohibited by State of Oklahoma law, statute or OCCC policy.

4.14 Right to Use Contractor's Ideas/Proprietary Information

If the Contractor submits proprietary information with the Proposal, the Contractor shall ensure that it is enclosed in a separate envelope from the Proposal and that it is clearly designated and conspicuously labeled as such.

OCCC shall have the right to use any ideas that are contained in any Proposal received in response to this RFP, along with any adaption of such ideas. Selection or rejection of the Proposal shall not affect OCCC's right of use. OCCC shall not use any Contractor information that is clearly designated and conspicuously labeled as proprietary.

4.15 Contractor's Need to Use Proprietary Rights of OCCC

All information proprietary to OCCC and disclosed by OCCC to any Contractor shall be held in confidence by the Contractor and shall be used only for purposes of the Contractor performance under any contract resulting from this RFP.

4.16 Public Record

Once finalized, documents resulting from this RFP, including the resulting award, are available for public inspection pursuant to the Oklahoma Open Records Act, 51 O.S. § 24 A.1 et seq. Copies are provided upon written request to the OCCC Public Relations Office or the Office of General Counsel. For all information requested of this RFP, Contract, or Contract award under the Oklahoma Open Records Act, OCCC shall be entitled to be reasonably compensated for all costs associated with printing and mailing the requested documentation.

4.17 Proposal Pricing to Reflect OCCC Tax Exempt Status

Proposal pricing shall be exclusive of taxes. OCCC is exempt from taxes, including State Sales Tax, Property (Ad Valorem) tax, and Federal Excise Tax. OCCC will provide tax exemption documents upon request.

4.18 Proposal Acceptance/Rejection

OCCC reserves the right to accept or reject any or all Proposals. Such rejection may be without prior notice and shall be without any liability or any kind or amount to OCCC. OCCC shall not accept any Proposal that OCCC deems not to be in their best interest. OCCC shall reject Proposals submitted after the closing date and time.

4.19 Selection, Negotiation, Additional Information

Although OCCC reserves the right to negotiate with any Contractor or Contractors to arrive at its final decision and/or to request additional information or clarification on any matter included in the Proposal, it also reserves the right to select the most responsive Contractor or Contractors without further discussion, negotiation, or prior notice. OCCC presumes that any Proposal is a best-and-final offer.

4.20 Proposal Organization

Contractors shall present Proposals in a format that can be readily incorporated into a contract. Contractors may present narrative Proposals provided that such Proposal follow the same outline and numbering scheme of the RFP, including full descriptive cross-references to all requirements listed in Section 2.0, "Project Specifications." Contractors shall ensure that their Proposals include page numbers and are organized in a manner that will facilitate evaluation. OCCC reserves the right to reject without prior notice and without liability of any kind or amount any Proposal that it deems overly complex, disorganized, or difficult to evaluate. OCCC reserves the right to make such a decision without any input or communication from any party. Contractors shall ensure that, at a minimum, their Proposals contact the components set forth in the following list:

- Original required sections from this RFP;
- Any additional responses in corresponding sequential order; and
- Any additional support data.

4.21 Collusion Prohibited

In connection with this RFP, Contract collusion with other Contractors or employees thereof, or with any employee of the State of Oklahoma, including any employee of OCCC, is prohibited and may result in Contractor disqualification and/or cancellation of award.

4.22 Improper Business Relationship/Conflict of Interest Prohibited

In connection with this RFP, each Contractor shall ensure that no improper, unethical, or illegal relationship or conflict of interest exists between or among the Contractor, OCCC, and any other part to this RFP. OCCC reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Contractor disqualification and/or cancellation of award shall result.

5.0 **TERMS AND CONDITIONS OF RESULTING CONTRACT**

5.1 Contract Award

Response to this RFP by Contractor indicates a desire to contract with OCCC. Information contained in this RFP, along with the Successful Contractor's response, will be distilled into a contract document that will be executed by the Contractor and OCCC. Response to this RFP is not a contract.

5.2 Contractual Force and Effect

The following terms and conditions establish OCCC's rights and expectations with respect to the goods and/or services sought hereunder. Unless otherwise specifically proposed by the Contractor, each term or condition herein shall, upon award by OCCC, have the force and effect of a contractual understanding between OCCC and the Successful Contractor. OCCC may pursue any remedy legally available to it in the event the Contractor breaches or violates any such term or condition.

5.3 Contract Status

OCCC may hold each Contractor's response to this RFP as a legal offer to contract. If OCCC formally accepts such offer, a contractual relationship shall be deemed to exist and OCCC will so communicate to the Successful Contractor(s) by issuing a notice of award.

5.4 Terms and Conditions of Resulting Contract

The specifications, terms, and conditions set forth in this RFP, and any related award document, shall be included and/or referenced in a contract document and forwarded to the Successful Contractor(s) for execution.

5.5 Conflicting Provisions

Under no circumstances shall any provision be effective if it is later found to be in conflict with State of Oklahoma laws, statutes or other superior directive. In the event of a conflict between or among any provision contained in the resulting contract, such conflict shall be resolved in the following order, most effect to least effect.

- Original RFP
- Negotiations on those matters eligible for negotiation
- Additional agreements and/or stipulations
- Contractor's Proposal

5.6 Discrepancies between Numbers and Words

In the event of a discrepancy between information written in numbers and the same information also written in words, the information written in words shall govern.

5.7 Settlement of Contract Disputes

In the event of dispute, doubt, or difference of opinion as to any matter related to any contract resulting from this RFP, OCCC reserves the right to select a ranking OCCC executive officer or officers to render a decision. Such decision shall be final and binding on all parties to the contract.

5.8 Termination for Default

OCCC may terminate any contract resulting from this RFP, for reason of the Contractor's default, if conditions including but not limited to those described in the following list come into being:

- The Contractor is adjudged bankrupt, makes a general assignment for the benefit of the Contractor's creditors or a receiver is appointed on account of the Contractor's insolvency.
- The Contractor persistently or repeatedly refuses or fails to perform specific provisions of the contract; or so fails to make progress pursuant to the contract's terms; or so fails to meet any delivery dates that may be specified in Section 2.0, "Project Specifications" except when extension may be granted to carry on as required by the contract.
- The Contractor persistently or repeatedly refuses or fails to make prompt payment to subcontractors and/or OCCC.
- The Contractor persistently or repeatedly disregards laws, ordinances, or the instructions of any duly authorized representative of OCCC.
- The Contractor otherwise commits a substantial violation of any provision of the contract.

5.9 Contract Termination/Certain Remedies

Either party may terminate this agreement for cause and/or convenience with thirty (30) days written notice to the other party. Contractor will be paid only for product and/or services actually provided through the date Contractor's work ceases. In the event all or any part of the contract is terminated, OCCC may take possession of any and all material and finish the contract by whatever methods OCCC may be expedient. The rights and/or remedies of OCCC under these terms and conditions are not exclusive but are in addition to any other rights and/or remedies provided by law or the contract.

5.10 Contract Modification/Verbal Communications

No change or modification to a contract resulting from this RFP shall take effect until all parties have agreed in writing to such a change or modification.

OCCC is under no obligation whatsoever to honor or observe any verbal communication that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of OCCC. Verbal communication shall not be effective unless formally confirmed in writing by the specified OCCC procurement official in charge of managing this RFP process. In no case shall verbal communication override written communication. Such verbal communication shall not affect the Contractor's risks or obligations under a contract resulting from this RFP.

5.11 Contract Assignment or Sublet

No Contractor shall assign, transfer, or sublet, either in whole or in part, any contract resulting from this RFP without prior written OCCC approval.

5.12 No Waiver of Rights by OCCC

No delay or failure on OCCC's part to enforce any provision of the agreement shall constitute or be construed by any party as a waiver or limitation of OCCC's rights under any resulting contract.

5.13 Choice of Law and Venue

The resulting Contract, its validity, and disputes arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Contract shall be filed in the district court in Oklahoma County in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

5.14 Hold Harmless and Indemnification

Contractor agrees to release, indemnify, defend, and hold harmless OCCC and its Regents, trustees, officers, employees, agents, and representatives (in their official and individual capacities) from and against liability for any and all claims, actions, damages, including any indirect, special, consequential, or other damages of any kind or description, and attorneys' fees and expenses that may arise from any work performed hereunder due to the acts or omissions of the vendor, or its employees, agents or subcontractors, including without limitation, property damage and bodily injury liability.

5.15 Federal, State and Local Taxes, Licenses and Permits

The Successful Contractor is solely responsible for complying with all laws, ordinances, and regulation on taxes, licenses and permits, as they may apply to any matter under this RFP. Contractors shall, at no expense to OCCC, procure and keep in force during the entire period of the contract all such permits and licenses and pay such taxes, including applicable State of Oklahoma Sales Taxes.

- 5.16 Payment in Advance of Receipt of Products or Services Required
As an agency of the State of Oklahoma, OCCC is prohibited by statute from paying for products or services in advance. All payments, if any, associated with this contract shall be in arrears.
- 5.17 Workers Compensation
The Successful Contractor shall carry on their work in accordance with the requirements of the workers' compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract. Successful Contractor shall also protect themselves using liability insurance coverage against any and all claims for damages to persons and property which may arise out of operation under this contract, whether such operations be by the Contractor, subcontractor, or anyone directly employed by either of them. If Contractor is exempt from Workers Compensation, Contractor shall provide OCCC with the appropriate affidavit of exempt status.
- 5.18 Americans with Disabilities Act
The Successful Contractor must assure compliance with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued pursuant to this act in the performance of services identified in this RFP.
- 5.19 Equal Opportunity Employer
The Successful Contractor must assure that it is an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972 Section 504 or the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The Successful Contractor must acknowledge the requirements in the RFP response. Please refer to Certification of Compliance in Appendix A – Required Forms.
- 5.20 Ethical Standards
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established selling agencies maintained by the Contractor for the purpose of securing business.
- 5.21 Debarment
Contractors shall certify in their proposals that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in this contract by any governmental debarment or agency, consistent with Department of Labor Regulations (29 C.F.R. Part 98).
- 5.22 Compliance with Terms and Conditions
Contractors shall state that they have read, understand and will comply with all provisions stated in the RFP.



OKLAHOMA CITY COMMUNITY COLLEGE

APPENDIX A

SUPPLIER CONTRACT AFFIDAVIT

Solicitation #2-RFP-21-008

Kevin Cockerham, of lawful age, being first duly sworn, on oath says:

In accordance with 74 O.S. § 85.42 (B), the supplier certifies that no person who has been involved in any manner in the development of this contract while employed by Oklahoma City Community College or the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

Kevin Cockerham
Signature
Kevin Cockerham
Printed Name

11/02/20
Date
President
Title

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Subscribed and sworn to before me this 2nd day of November, 2020, by Kevin Cockerham



Notary Public (or Clerk or Judge) Signature *Synthia Odom*
My Commission Number 00013947
My Commission Expires 8-18-24



OKLAHOMA CITY COMMUNITY COLLEGE

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

Solicitation #2-RFP-21-008

A. For purposes of competitive bid or contract, I certify:

1. I am the duly authorized agent of Streets, LLC, the 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 of 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 stamen is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of Oklahoma City Community College any money or other thing of value, either directly or indirectly, in procuring this contract herein.

Kevin Cockerham
Authorized Signature

Kevin Cockerham
Printed Name

405-632-6664
Phone Number

11/02/20
Certified this Date

President
Title

kcockerham@streetsllc.com
Email

CERTIFICATE OF COMPLIANCE

IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED WITH BID DOCUMENTS

Certificate of Compliance with Executive Order 11246 as amended for Contract in Excess of \$10,000.

In entering into any resulting contracts over \$10,000, the contractor agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375. These specific requirements state:

- I. "Equal Opportunity Clause"
During the performance of this/these contract(s) the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - E. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - F. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor Issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Certification on Non-Segregated Facilities

By the submission of this bid and/or acceptance of purchase orders during the above period, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations under his control where segregated facilities are maintained. He further agrees that breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. He further agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to award of subcontracts exceeding \$10,000 which are not tax exempt from the provision of the equal opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

III. Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract that exceeds \$10,000, the bidder agrees to comply with the Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and subject this contract to cancellation and rescission at the option of Oklahoma City Community College.

Certification of Compliance

If awarded this Contract Streets, LLC agrees to comply with the provisions of Clauses I, II, and III above.

Kevin Cockerham
Signature

11/02/20
Date

Kevin Cockerham
Printed Name

President
Title

STATE OF Oklahoma)

COUNTY OF Oklahoma)

Subscribed and sworn to before me this 2nd day of November, 2020, by Kevin Cockerham



Notary Public (or Clerk or Judge) Signature Synthia Odom
My Commission Number 00013947
My Commission Expires 8-18-24



November 3, 2020

Oklahoma City Community College
7777 S. May Avenue
Oklahoma City, Oklahoma 73159

Attn: Chris Snow, M.Ed., CFP
Executive Director for Facilities Management

Re: OCC Central Plant Design
Alvine No. 2019 7655

Dear Sir:

Alvine Engineering has evaluated the Request for Proposal received regarding the Central Plant Deferred Maintenance Project for the Oklahoma City Community College. Based upon our review, we recommend that Saker Mechanical Inc., be selected to perform the work set forth in the above-referenced Request for Proposal.

If you have any questions, or if we can be of further assistance, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward J. Kongs".

Edward J. Kongs, P.E.
Associate Principal (OK)

EJK/bab



RFP/BID COMPONENT	ALVINE COST ESTIMATES	SAKER BID	STREETS BID
Base Bid - Replace Existing Cooling Towers	\$ 1,421,981.00	\$ 1,065,000.00	\$ 1,126,211.00
Alternate 1 - Replace Boilers & Hydronic Pumps	\$ 1,080,117.00	\$ 619,500.00	\$ 619,072.00
Alternate 2 - Replace Water Heaters & Pumps	\$ 126,239.00	\$ 99,800.00	\$ 98,526.00
TOTAL	\$ 2,628,337.00	\$ 1,784,300.00	\$ 1,843,809.00
RFP/BID COMPONENT	ALVINE COST ESTIMATES	SAKER VARIANCE	STREETS VARIANCE
Base Bid - Replace Existing Cooling Towers	\$ 1,421,981.00	\$ (356,981.00)	\$ (295,770.00)
Alternate 1 - Replace Boilers & Hydronic Pumps	\$ 1,080,117.00	\$ (460,617.00)	\$ (461,045.00)
Alternate 2 - Replace Water Heaters & Pumps	\$ 126,239.00	\$ (26,439.00)	\$ (27,713.00)
TOTAL	\$ 2,628,337.00	\$ (844,037.00)	\$ (784,528.00)