



OKLAHOMA CITY
COMMUNITY COLLEGE

REQUEST FOR PROPOSAL
**WATER TESTING AND TREATMENT
SERVICES**

RFP Number:

2-RFP-24-012

Submission Deadline Date/Time:

April 4, 2024; 2:00 p.m. CST

**REQUEST FOR PROPOSAL FOR CAMPUS WATER TESTING AND TREATMENT SERVICES
FOR OKLAHOMA CITY COMMUNITY COLLEGE (OCCC)**

CONTRACTORS: Proposals are invited for water testing and treatment services 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, including all labor, materials, and equipment necessary
3. Certification of Competitive Bid and Contract (Non-Collusion Certification)
4. Supplier Contract Affidavit
5. Certificate of Compliance, if applicable

RFP Number: 2-RFP-24-012
Date Issued: March 4, 2024

Submission Deadline (Opening):
Date: April 4, 2024
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 Contractor has read, understands, and agrees to be bound by the terms, conditions, and specifications set forth in this RFP. The Contractor also agrees that the proposal submitted incorporates the terms, conditions and specifications of this RFP. Proposals that are not signed and certified below, and notarized, where applicable, will be rejected.

Name of Firm/Company

Federal Tax ID #

Address, City, State, Zip

Email Address

Printed Name

Title

Signature of Authorized Individual

Date

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1.0 GENERAL INFORMATION

1.1 Introduction

Oklahoma City Community College, hereafter referred to as “OCCC” or the “College,” will consider proposals for campus water testing and treatment services in accordance with the Request for Proposal (RFP) specifications and terms and conditions.

1.2 College Information

Oklahoma City Community College is a nonresidential two-year community college which first opened in 1972. OCCC enrollment for the Spring 2024 semester totaled 9,947. OCCC offers a full range of associate degree programs, which prepare students to transfer to baccalaureate institutions. OCCC 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. OCCC offers a wide range of community and continuing education courses, workshops, conference, and seminars.

1.3 Mandatory Pre-Bid Meeting

A mandatory Pre-Bid Conference will be held as scheduled below. The purpose of this conference is to provide an opportunity for potential Contractors to ask OCCC representatives questions regarding terms, conditions, and specifications of the BID. Failure of potential Contractors to attend this Conference will preclude their ability to submit a proposal under this BID. Notifications of attendance must be made prior to the Pre-Bid Conference to the contact listed below.

Location:	Oklahoma City Community College Library, Room 407 7777 S. May Avenue Oklahoma City, OK 73159
Date:	March 14, 2024
Time:	1:00 p.m. CST
Point of Contact:	Craig Sisco, Director of Purchasing michael.c.sisco@occc.edu

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 / SCOPE OF WORK

2.1 General Information

The purpose of this project is to locate and secure a vendor who will provide complete turn-key chemical treatment services for all condensers and closed loop heating and chilled water systems at Oklahoma City Community College.

2.2 Mandatory Pre-Bid Meeting

Any water testing and treatment contractor interested in bidding is **required to attend the mandatory pre-bid meeting**. The meeting will include a tour of the equipment sites. See 1.3 – Mandatory Pre-Bid Meeting for details.

2.3 Specification and Requirements

The successful vendor shall provide the following materials and services:

- Provide all chemicals, service labor, test equipment and treatment materials for a complete water treatment program for all specified water-based heating and colling systems. Equipment, chemicals, and service shall be supplied by a single water treatment company for undivided responsibility. Note: Vendor shall provide Propylene Glycol if necessary, (55 gallon drum), to be purchases separately from this contract.
- Determine which chemicals to use based on the results of a water sample analysis taken from the building domestic water supply and available system history.
- The goal of the treatment program shall be to inhibit scale, sludge, corrosion, and bio-growth and to conserve water of the specified water systems.
- Water treatment vendor is to work with Facilities Management to determine what water treatment control equipment (cooling tower and boiler conductivity controllers, closed loop pot feeders, filters, etc.) should be installed for proper operation of all systems. It is not required that equipment be purchased from the water treatment contractor, but it may be.
- Provide all water treatment products and labor testing and dispensing products to achieve the required water quality for each system specified:
 - Hot and/or chilled water closed circuit system(s)
 - Cooling tower condenser water system(s)
- To prevent waste, existing water treatment chemicals shall be incorporated and used in the water treatment program in accordance with industry standards until such products are exhausted.
- Oklahoma City Community College's loop and tower systems are to remain free of treatment specific issues without exception, proper notice of concern and actions taken are to be communicated.
- Monthly reports are to be provided to and signed off by the Building Maintenance and Operations Manager or his designated representative during absences.

- Reports are to clearly document what actions have been taken by the vendor and what actions are required by Oklahoma City community college. Reports provided are to clearly identify areas of concern and actions taken to address.
- Chemical testing results and corrective action reports are to be clear and concise and addressed separately.
- When issues are communicated, a follow-up email is to be provided to the Director of Facilities Management. Contact information will be provided to the vendor.
- Water makeup capacity will be recorded and compared for all open loop systems to provide for potential water loss issues.
- Chemical level decline in closed loops will be reported along with estimated water loss in gallons.
- Equipment to be used is of like type and quality and the report shall be separate in nature and submitted at the same time as the loop report submission.

2.4 Service and Supplies

A qualified full-time water treatment service technician shall perform all the work.

- Water treatment service technician shall be a specialist in the field of industrial water treatment.
- Vendor's facilities shall include a water analysis laboratory, development facilities and service department. The vendor shall also have portable laboratory equipment to be used for testing water at the facility.
- If needed, provide a test kit to be used to determine applied chemical level in water system being treated. Provide re-agents as required suitable for specific use with the treatment products employed.

2.5 Cooling Tower Service

Furnish a one-year supply of water treatment chemicals as required to control scale, corrosion, biological fouling and foaming in condenser water. Chemical quantities shall be based on equipment size and loading conditions supplied to prospective bidders by Facilities Management.

- Liquid forms of chemicals to control scale formulation and corrosion shall be provided. These chemicals shall be of the latest technology that has been proven effective in like waters and equipment. Control shall be by molybdate, phosphate or other residual testing method as appropriate. Chromates and formulations that alter the pH of the circulating water under normal use shall not be acceptable unless specifically approved by management.
- The water treatment program must continuously prevent the buildup of adherent mineral deposits on the heat transfer surfaces to the equipment being treated. Periodic circulation of inhibited acids will not be considered as meeting these specifications.

- To conserve water and chemicals, the cooling tower cycles of concentration shall be maintained as high as is practically possible considering the make-up water quality. The maximum cycles of concentration target shall be determined using the Ryznar or Practical Scaling Index. Bidders shall document the target cycles of concentration for the colling tower systems in their bids and explain their results.
- Two separate biocides shall be provided. Each shall be effective against both algae and bacteria. Biocide formulations shall be alternated as required to break immunity that develops if only a single biocide is used. All biocides shall be properly identified with the required EPA registration number and meet all current EPA regulations. Biocide chemicals are to be fed into water circuits by automatic feeding equipment.

During each monthly service call the cooling tower system is in operation:

- Measure (as a minimum) the following water parameters and include results in the report:
 - pH
 - Conductivity of total dissolved solids
 - Total hardness
 - Cycles of concentration
 - M Alkalinity
 - Inhibitor concentration
 - Glycol Freeze Point
- Check operation of, calibrate, and adjust as needed all water treatment control and feed equipment.
- Check the level of chemicals in all feed and/or dispensing tanks and any other containers. Replenish chemicals in tanks and containers as needed. Operation personnel shall not be required to handle cooling tower chemicals.
- Physically check cooling tower for visual biological growth and/or scale deposition on tower fill. Advise in written report and discuss with operations personnel any problems identified.
- All work, chemical storage and reporting shall be coordinated through the Facilities Management department personnel at Oklahoma City Community College.

2.6 Scope of Supply by Bidder

- Labor
- Supervision
- Standard PPE
- Safety Training
- Tools
- Trash disposal/dumpsters

2.7 Price Proposal

Please provide bid price proposal below as indicated.

<u>BID TOTAL</u>	<u>DESCRIPTION</u>
\$	Year 1 (FY25): July 1, 2024 – June 30, 2025
\$	Year 2 (FY26): July 1, 2025 – June 30, 2026
\$	Year 3 (FY27): July 1, 2026 – June 30, 2027
\$	Year 4 (FY28): July 1, 2027 – June 30, 2028
\$	Year 5 (FY29): July 1, 2028 – June 30, 2029

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 will 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	March 4, 2024
Mandatory Pre-Bid Meeting (See Section 1.3)	March 14, 2024
Last Day/Time to Submit Written Questions	March 28, 2024; 1:00 p.m. CST
Proposal Submission Deadline Date/Time	April 4, 2024; 2:00 p.m. CST
Evaluation Period	April 4, 2024 - TBD
Beginning Date of Contract	July 1, 2024

PLEASE NOTE: Oklahoma City Community College campus will be closed March 18-22, 2024 for spring break. Questions submitted during this time will be addressed after the campus re-opens on March 25, 2024.

3.4 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 March 14, 2024**. 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.

3.5 Terms and Conditions for Communications between OCCC and Contractors

3.5.1 Communication and Inquires 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

3.5.2 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.

3.6 Contractual Intent/Right to Terminate and Recommence RFP Process

OCCC intends to contract with the Successful Contractor whose Proposal is considered to be the best value and in the best interest of OCCC. However, OCCC may terminate this RFP process at any time up to notice of award, without prior notice. OCCC may determine not to make an award. Further, OCCC reserves the right to commence one or more

subsequent RFP processes seeking the same or similar products or services covered hereunder.

3.7 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** 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 must be received by 2:00 P.M. CST on April 4, 2024 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.

<p>RFP No: 2-RFP-24-012 RFP Submission Deadline: April 4, 2024; 2:00 p.m. CST Offeror's Name: _____ Offeror's Address: _____ _____</p> <p>Project Title: WATER TESTING AND TREATMENT SERVICES Deliver this package to the Purchasing Office – JMC Room 140</p>
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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) is 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 April 4, 2024. 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 ninety (90) 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. Contractor's 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 withdraw 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 is 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 ninety (90) 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 or file from the Proposal and that it is clearly designated and conspicuously labeled as such. **Proposals that are marked proprietary and confidential in their entirety shall not be accepted for consideration.** All Proposals are subject to a public records request; as permitted by law, OCCC shall

endeavor to protect Contractor information that is clearly designated and conspicuously labeled as proprietary. Please note that pricing information is not considered proprietary information.

OCCC shall have the right to use any ideas that are contained in any Proposal received in response to this RFP, along with any adaptation 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 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 contain 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 Term (if applicable)

OCCC reserves the right to set, and so sets, the intended contract term at a period not to exceed five (5) years, beginning July 1, 2024 ending June 30, 2025, with an option to renew each July 1 for the term selected. While it is the intention of OCCC to maintain the

contract for the term selected, as an agency of the State of Oklahoma, OCCC is prohibited from committing or otherwise obligating funds beyond the end of the then-existing fiscal year (June 30). Accordingly, OCCC shall have the option to renew any contract awarded under this RFP for up to four (4) additional one (1) year periods beyond the first year, one (1) year at a time, in sequence. OCCC also reserves the right to terminate any contract at any time upon thirty (30) days' notice. Further, OCCC reserves the right to negotiate with the Contractor any additional contracts that would start prior to the intended expiration date, and/or has the option to extend the intended expiration date.

5.4 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.

5.5 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.

5.6 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

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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 the exclusive jurisdiction and sole venue the parties expressly agree.

5.15 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.

5.16 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.

5.17 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.

5.18 Insurance Coverage

The Successful Contract shall carry on their work in accordance with the requirements of the workers' compensation law of the State of Oklahoma by securing workers' compensation insurance and employer's liability insurance, and shall not reject the provisions thereof during the life of the contract. Successful Contractor shall also secure automobile liability insurance with limits of not less than \$1,000,000 combined single limit for each accident and commercial general liability insurance, including contractual liability coverage, with limits of at least \$1,000,000/3,000,000 covering the risks of personal injury, bodily injury (including death), and property damage. Contractor shall provide proof of workers' compensation, automobile, and general liability insurance to OCCC before any services under the resulting contract are provided. Contractor shall maintain

such insurance coverage throughout the contract term(s) hereunder, and shall list OCCC as a certificate holder for purposes of proof of renewal and receipt of notice of amendment, cancellation, or expiration.

5.19 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.

5.20 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.

5.21 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.

5.22 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).

5.23 Compliance with Terms and Conditions

Contractors shall state that they have read, understand and will comply with all provisions stated in the RFP.

APPENDICES

Appendix A – Required Forms

Appendix B – No Bid Response Form



OKLAHOMA CITY COMMUNITY COLLEGE

APPENDIX A

SUPPLIER CONTRACT AFFIDAVIT

Solicitation #2-RFP-24-012

_____, 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

Date

Printed Name

Title

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____

Notary Public (or Clerk or Judge) Signature _____

My Commission Number _____

My Commission Expires _____

(Seal)



OKLAHOMA CITY COMMUNITY COLLEGE

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

Solicitation #2-RFP-24-012

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

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

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

Authorized Signature

Certified this Date

Printed Name

Title

Phone Number

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 will 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 _____ agrees to comply with the provisions of Clauses I, II, and III above.

Signature Date

Printed Name Title

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20____, by _____

Notary Public (or Clerk or Judge) Signature _____
My Commission Number _____
My Commission Expires _____

(Seal)



OKLAHOMA CITY COMMUNITY COLLEGE

APPENDIX B

NO BID RESPONSE FORM

Solicitation #2-RFP-24-012

Please be advised that our company does not wish to submit a proposal in response to the attached referenced Request for Proposal for the following reasons:

- _____ Too busy at this time
- _____ Not engaged in this type of work
- _____ Project too large/small
- _____ Cannot meet mandatory specifications (Please specify below)
- _____ Other (Please specify)

Company Name

Date

Signature

Title

Printed Name

Address

Phone Number

Email

Please return to:
Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
Purchasing Office, JMC Room 140
Oklahoma City, Oklahoma 73159