Invitation to Bid
2920000196
For
Heavy Duty Portable Monitoring Site Building

Issue Date:	FEBRUARY 11, 2015 02:00 PM Central Time
Pre-Bid Conference:	NONE
Pre-Bid Question Response Due Date:	MARCH 4, 2015 2:00 PM Central Time Email: DEQ PRO@DEQ.OK.GOV (Reference ITB No. 2920000196 in all e-mails) All questions are to be submitted in writing before the deadline.
Bid Response Deadline:	MARCH 13, 2015 2:00 PM Central Time *(Late Bids will not be accepted.)*
Submittal Location:	State of Oklahoma - DEQ 707 N. Robinson P.O. Box 1677 Oklahoma City, OK 73101-1677
Procurement Contact:	Kendall Kelton, CPO Contracting and Acquisitions Phone: (405) 702-1166, Fax: (405) 702-1186 KENDALL.KELTON@DEQ.OK.GOV

DESCRIPTION: The Department of Environmental Quality is seeking bids to acquire one 8' x 10' container type building to be used as replacement for ambient air monitoring site (Site #40-019-0297). This site is located north of Healdton, near Lake Rd. and Mayham Rd., by Healdton City Lake (see attachment A)

This solicitation may be downloaded by visiting the State of Oklahoma ODEQ website at:

WWW.DEQ.STATE.OK.US

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A. GENERAL PROVISIONS

A.1. DEFINITIONS

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

A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;

A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. BID SUBMISSION

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.

A.2.2. Bids shall be submitted to the ODEQ Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER. Bids sent by telegraph, facsimile, or other electronic means will not be considered.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.2.6. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.

A.2.7. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder.

A.2.8. Failure to submit a timely bid including: 1) a signature binding the offer; and 2) a completed Price Form, and any additional required information, will result in your bid being deemed nonresponsive; these items will not be waived or considered a minor informality or irregularity.

A.3. SOLICITATION AMENDMENTS

A.3.1. If an "Amendment of Solicitation," OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or

may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Purchasing Division.

A.3.3. It is the Bidder's responsibility to check the ODEQ website purchasing section frequently for any possible amendments that may be issued. The Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. BID CHANGE

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the ODEQ Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. WITHDRAWAL

Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.

A.6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

A.6.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.6.2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.6.3. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.6.4. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.6.5. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.6.6. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.7. BID OPENING

Sealed bids shall be opened by the ODEQ Purchasing Division at 707 N. Robinson Ave., First Floor, Oklahoma City, Oklahoma, 73102 at the time and date specified on the Cover Page of the solicitation as Bid Response Deadline Date and Time.

A.8. OPEN BID / OPEN RECORD

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

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

A.9. BID DEADLINE / LATE BIDS

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

The bid is due not later than the date and time listed on the Cover Page of this ITB. The deadline date <u>may</u> in some instances change during the solicitation issuance period. If any deadline date for submission changes, such change will be issued in a published Addendum to this solicitation prior to the deadline date indicated on the Cover Page of this solicitation. The Purchasing Division's time stamp will determine the official receipt time. Bids will be accepted at any time during normal business hours, which are from 8:00 A.M. to 4:30 P.M. Central Time, Monday through Friday, except for legal holidays observed by the State of Oklahoma. Bids received after the Bid Deadline will not be opened and will be returned to the Bidder unopened.

A.10. LEGAL CONTRACT

A.10.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the ODEQ Purchasing Division, shall constitute a contract.

A.10.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:

A.10.3. Purchase order, as amended by Change Order (if applicable);

A.10.4. Solicitation, as amended (if applicable); and

A.10.5. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.10.6. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.11. PRICING

A.11.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.11.2. Bidders guarantee unit prices to be correct.

A.11.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.12. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

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

A.13. CLARIFICATION OF SOLICITATION

A.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the ODEQ Purchasing Representative specified on the Cover Page of the solicitation.

A.13.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.13.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to ODEQ prior to the Pre-Bid Question Deadline date listed on the Cover Page.

A.14. REJECTION OF BID

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

A.15. AWARD OF CONTRACT

A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

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

A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: https://www.ok.gov/dcs/vendors/index.php

A.16. CONTRACT MODIFICATION

A.16.1. The Contract is issued under the authority of the State Purchasing Director or designee who signs the contract. The contract may be modified only through a written Contract Modification. Any modification or amendments to the Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the ODEQ Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. ASSIGNMENT

A.17.1. Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee's written authorization.

A.18. SUBCONTRACTING

A.18.1. Contractor must notify the appropriate division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply ODEQ with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that ODEQ shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.

A.18.2. The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

A.19. SUBCONTRACT MODIFICATION

A.19.1. Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 16.2. "Subcontracting" apply.

A.20. DELIVERY, INSPECTION AND ACCEPTANCE

A.20.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.20.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the ODEQ Purchasing Division.

A.21. INVOICING AND PAYMENT

A.21.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.21.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.21.3. Pursuant to Title 62 of the Oklahoma State Statues, the State's payment terms are net 45 days from receipt of accurate invoice, which is subject to ODEQ approval.

A.21.4. Vendor FEI number must appear on all invoices. Purchase Order must appear on all invoices. If a service contract - invoice must state period of service.

A.21.5. "Purchase Order Number must appear on all invoices. If vendor fails to provide purchase order number, it may result in the delayed payment of the invoice."

A.22. DUPLICATE BILLING PROHIBITION

Contractor shall not bill ODEQ for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from ODEQ or another source. Contractor may seek additional funding from another source to enhance the services for which ODEQ is providing compensation.

A.23. TAX EXEMPTION

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

A.24. AUDIT AND RECORDS CLAUSE

A.24.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent state or federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.24.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.24.2.1. Monitoring and Financial Compliance Review: ODEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigation or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by ODEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. ODEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. ODEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

A.24.3. ODEQ may complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B, if applicable.

A.25. UNALLOWABLE COSTS

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended ODEQ funds on unallowable costs on this or any previous contract, Contractor shall reimburse ODEQ in full for all such costs on demand. ODEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

A.26. APPEAL

In the event any audit resolution, review, monitoring, or oversight results in the determination that ODEQ has overpaid the Contractor for this or any previous contract, Contractor has a right to file a written appeal to the ODEQ Executive Director. ODEQ will consider the appeal before final action or reimbursement is sought by ODEQ. Payments under the Contract will continue while the appeal is pending unless the contract is otherwise terminated.

A.27. NON-APPROPRIATION CLAUSE

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

A.28. CHOICE OF LAW

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

A.29. CHOICE OF VENUE

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

A.30. PRIOR UNMET CONTRACTUAL OBLIGATIONS

Under this Contract, ODEQ has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by ODEQ.

A.31. TERMINATION FOR CAUSE

A.31.1. The supplier may terminate the Contract for default or other just cause by giving thirty (30) days written request for termination and upon written approval from the ODEQ Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.31.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.31.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services rendered and accepted prior to the effective date of the contract termination.

A.32. TERMINATION FOR CONVENIENCE

A.32.1. The State may terminate the Contract, in whole or in part, for convenience if ODEQ determines that termination is in the state's best interest. ODEQ shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by ODEQ's Executive Director or designee.

A.32.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.33. TERMINATION/CONTRACT REDUCTION DUE TO LACK OF FUNDING

ODEQ may terminate the Contract in the event that ODEQ is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of ODEQ. ODEQ shall notify Contractor of any such termination, by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The effective date of termination shall be specified in the notice.

In the event ODEQ experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, ODEQ may reduce the Contract. Notice of such reduction shall be sent in writing to the Contractor.

A.34. INSURANCE

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

A.35. EMPLOYMENT RELATIONSHIP

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

A.36. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

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

A.37. COMPLIANCE WITH APPLICABLE LAWS

A.37.1. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.37.2. Contractor and any subcontractors shall comply with all applicable state and federal laws including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract. Observance of and compliance with these requirements shall be the

sole responsibility of Contractor, without reliance on or direction by ODEQ.

A.38. DEBARMENT/SUSPENSION

In accordance with 31 U.S.C. §1352 (A)(1) AND Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986) Contractor certifies that neither it nor its principals are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

A.39. SPECIAL PROVISIONS

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

A.40. INDEMNITY

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees to indemnify and hold ODEQ harmless against any and all bodily injuries an property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold ODEQ harmless under this contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this contract shall indemnify and hold ODEQ harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct relate to or arising from this contract.

A.41. LIABILITY

The parties agree that each entity shall be responsible for its own negligence, if any, in the delivery of service pursuant to this contract. Neither party, by executing this Contract, assumes any liability for acts of omission or commission of the other.

A.42. SEVERABILITY

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

A.43. INTERPRETATION REMEDIES

In the event of any disagreement between Contractor and ODEQ relating to the technical competence of the work and services being performed and its conformity to the requirements of this agreement, the decision of ODEQ shall prevail.

B. SPECIAL PROVISIONS

B.1. INTRODUCTION

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

B.2. PROJECT OVERVIEW

Through this Invitation to Bid (ITB), the State of Oklahoma Department of Environmental Quality hereby invites businesses that meet the qualifications set forth herein to submit Proposals to provide the Oklahoma Department of Environmental Quality (DEQ/Agency) services.

B.3. PURPOSE

The purpose of this Invitation to Bid (ITB) is to obtain competitive proposals from qualified vendors to provide ODEQ with one 8' x 10' container type building to be used as replacement for ambient air monitoring site (Site #40-019-0297). This site is located north of Healdton, near Lake Rd. and Mayham Rd., by Healdton City Lake.

B.4. ISSUING OFFICE

B.4.1. The Department of Environmental Quality Purchasing Division issues this RFP on behalf of the Oklahoma Department of Environmental Quality's Air Quality Division. All contact regarding this ITB (unless notified otherwise), including vendor's response, is to be directed to the DEQ Contracting Officer.

B.4.2. Vendor shall make no attempt to contact DEQ employees regarding this solicitation prior to contract award. Failure to adhere to this requirement may result in disqualification.

B.4.3. Any contract resulting from this solicitation shall be administered and issued by the DEQ.

B.4.4. All notices required or permitted under the resulting contract or agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail.

B.5. MINIMUM QUALIFICATIONS

B.5.1. Vendors shall submit

B.5.1.1. One (1) original signed and one (1) notarized copies of their complete Proposal

B.5.1.2. Completed Pricing Form(s);

B.5.1.3. An original executed Non-Collusion Certification (Attached);

B.5.1.4. A list of three (3) references from jobs of similar size and scope;

B.5.1.5. Solicitation Request Page

B.5.1.6. Letter of Communication

B.5.1.7. Total Project Cost

B.5.1.8. Price Form

B.5.1.9. Warranty

B.5.1.10. Signed Responding Bidder Information Form

B6. LETTER OF COMMUNICATION

B.6.1. Vendors will submit a letter to ODEQ explaining how they plan to communicate with ODEQ during the installation process and after completion to address warranty and other issues of concern regarding this project.

B.7. EXPERIENCE

B.7.1. Vendors must demonstrate a minimum of two years' experience in the modification of shipping containers or construction of durable structures. Vendor should provide proof of this type of experience with submitted bid. References and/or photos are acceptable.

B.8. TIMEFRAME

This building is to be completed within 100 days from date of award (issuance or purchase order). Due to the strict requirements and the grant money being involved this must be completed before June 30, 2015.

B.9. WARRANTY

B.9.1. Contractor shall provide a two (2) year warranty for paint, leaks and failures of external structural modifications.

B.9.2. The Contractor will be required to provide rapid response in dealing with any of these issues to prevent damage of instrumentation internal to the building.

B.9.3. All warranty issues must to be responded to within 48 hours and corrected within 10 business days.

B.9.4. Any timeframe to correct issues exceeding 10 days must be agreed upon between ODEQ lead staff and the contractor, at the time the issue is brought to the attention of the vendor

B.10. CONTRACT AWARD

The Contract shall commence upon issuance of the Notice of Award (Purchase Order) and continue through completion of the final project and payment of final invoices.

C. SCOPE OF WORK & SPECIFICATIONS

C.1. SCOPE OF WORK

C.1.1. The ODEQ is seeking bids to acquire one 8' x 10' container type building to be used as replacement for ambient air monitoring site (Site #40-019-0297). This site is located north of Healdton, near Lake Rd. and Mayham Rd., by Healdton City Lake (see attachment A).

C.2. ODEQ RESPONSIBILITIES

C.2.1. ODEQ will arrange for utility connection to the container.

C.2.2. It will be necessary for DEQ staff to perform inspections during the construction phase of the project.

C.2.3. DEQ will determine the associated costs of travel and will factor this cost into the process of assessing low bid. Estimated costs will be based on travel for one DEQ staff member conducting two inspections and any associated airline/ground transportation, lodging, and official DEQ per diem for the time of the event.

C.2.4. A minimum of two on-site inspections during the construction phase of the process by one DEQ staff will be performed during normal business hours.

C.3. CONTRACTOR RESPONSIBILITIES

C.3.1. The successful Bidder will be responsible for installation of the site building/container in Healdton, Oklahoma.

C.3.2. The contractor shall be responsible for providing & installation of all internal wiring, outlets, and breaker boxes, etc., as detailed in the specification.

C.3.3. The contractor shall provide an estimated completion time so that installation of sampling instrumentation can be planned.

C.3.4. The contractor will work closely with ODEQ to complete the project within 100 days following award of the bid (issuance of purchase order).

C.4. GENERAL BUILDING SPECIFICATIONS

C.4.1. Size: The building must be 8' width (8.5' max) X 10' length or longer in dimensions and must be in NEW condition. Used "shipping container" may be used if it is in "like new" condition.

The construction of the building must be of at least 22 gauge steel or better. Flat sheet metal is unacceptable.

C.4.2. Paint: The building must be painted grey or white using marine grade paint. It must have a minimum 25 year warranty for rust and corrosion.

C.4.3. All exterior fasteners must be designed or treated for rust and corrosion.

C.4.4. Roof and platform of the building must be rigorously sealed against weather using cool roof coating (example: Henrys' brand or better). Platform needs to have slip resistant coating.

C.4.5. Building must have steel ladder welded to exterior. Ladder must have four (4) rungs or more with standard 12" spacing. Slip resistant rungs must extend at least six 6" from building. Handrail must accompany ladder from no less than 5' from ground level to roof platform.

C.5. FLOOR CONSTRUCTION

C.5.1. Floor must consist of two (2) layers of ¾ inch exterior or pressure treated plywood or better. The layers must be glued together in a way to eliminate squeaks while walking. Floor is to be sealed and finished with epoxy paint or other durable finish that is easy to clean. Color will be grey or non-white. Tile and linoleum are not acceptable.

C.5.2. The floor's underside must be sealed to inhibit moisture infiltration from the earth.

C.5.3. Floor must be insulated to R10 or better.

C.6. DOOR CONSTRUCTION

C.6.1. The door must be a "36-0" door and be constructed of at least a 20 gauge steel door with anti-theft pad-lock type lockbox. A dead bolt lock will also be installed. ODEQ personnel will furnish a key for the deadbolt pins to be sized.

The door must have heavy duty door jamb with above door rain deflector. Door should be equipped with standard non-locking door knob. Door should have a self-closing mechanism to prevent slamming and flying open.

C.6.2. The door shall be painted white or gray, same as building.

C.6.3. The door shall be insulated.

C.6.4. If shipping container is used, cargo bay doors will be welded shut and insulated with R-25 or better.

C.7. WINDOW CONSTRUCTION

C.7.1. The window must consist of 36"x36" single pane or double pane aluminum window mounted to 4"x2"x1/8"sq tube or equivalent frame. It must be designed to accommodate numerous building relocations and resist breakage. Breakage due to vandalism is not considered here.

C.7.2. There must be a steel anti-theft guard surrounding and outside the windows that consists of at least 1"x1"x18" bars, and bars spaced no more than 6" apart with rain deflection at top and bottom of window. Bar connection points are fully welded or securely attached. Alternatively, heavy duty expanded metal may be used in place of bars.

C.8. AC UNIT

C.8.1. A 9000 Btu/h heat pump to be installed. The preferred unit is Mitsubishi Model #'s MSZ-FE09NA-8 Indoor unit and MUZ-FE09NA-1 Outdoor unit or its equivalent. The outdoor unit shall be mounted to the building with security and ease of transport considered.

C.8.2. EPA requires tight temperature tolerances for air monitoring sites. The air conditioning system should be engineered such that site temperature can be maintained at all times between 68 degrees Fahrenheit on the low end and 84 degrees Fahrenheit on the high end. ODEQ prefers to operate the site on the higher end (78-82 degrees) of this scale during normal operation. This range should be maintained to include normal entry and exit of operations personnel performing routine duties at the sites, and to avoid undo stress on the electronic equipment that will be used in the building.

C.9. ELECTRICAL AND LIGHTING

C.9.1. ODEQ will be responsible for arranging the utility connection to the container. The vendor is responsible for all internal wiring, outlets, and breaker boxes, etc. as detailed below. See diagrams.

C.9.2. The building will be equipped with 100 amp electrical service. Service breaker box will be located inside the building near the door.

C.9.3. Internal: The front and back 8' walls will have one (1) double duplex outlet each with covers and all relevant materials completed (staples, covers, wire, etc.) Side 10' walls will have two (2) double duplex outlets per diagram with covers and all relevant materials completed (staples, covers, wire, etc.). All spacing will be detailed on diagram or marked during periodic inspection. See attachments.

C.9.4. External: Roof platform will have four (4) quad weatherproof (including rain hoods) receptacles and will be rated for a minimum of 20 amps. See attachments.

C.9.5. Each outlet in the building six (6) and on roof four (4) will have its own 20 amp service, 12 AWG conductors and 20 amp breakers. See attachments.

C.9.6. Lighting must consist of two (2) 4 foot wet-dry florescent lights.

C.9.7. All wiring runs will be marked on the paneling with dashed lines upon completion.

C.9.8. Electrical work must comply with NEC code. See attachments.

C.10. INTERNAL CONSTRUCTION SPECIFICATIONS

C.10.1. Internal construction must consist of 2"x4" on two (2) foot center or equivalent metal studs.

C.10.2. Internal walls must be insulated with a minimum of three (3) inches of open cell spray foam insulation in the walls and ceiling or equivalent insulation with R-25 rating or better. Minimum of two (2) inches of closed cell spray foam insulation under the flooring, except for in the forklift sleeves (if provided).

C.10.3. Internal walls must consist of paneling that is resistant to termites and decay (example: Smartside brand or better).

C.11. ROOF PLATFORMS SPECIFICATIONS

C.11.1. One (1) solid platform with the dimensions of 10' length x 8' width x 1' height will be welded onto the building as per the attached diagram.

C.11.2. The platform will be covered with sheet metal or expanded metal and will be able to support 2000 pounds of personnel and equipment spread evenly across the platform. The platform must not flex to the point of causing noises. Consideration should be given to the fact that several monitoring instruments may need to be easily bolted/mounted to the platform for stability.

C.11.3. The supports will be constructed of square tubing or equivalent and be sufficient so that platform can support the 2000 pounds of personnel and equipment spread evenly across the platform.

C.11.4. There will be removable fence support on roof platforms for personnel safety and protection with 4' portion made of easily removable chain (see diagram).

C.11.5. Weather mast (10' length x 3" diameter, galvanized) which can fold or pivot down across roof fence for top access by personnel. Pivot point at floor base. Specific location outlined in diagram. Mast must be plumb and have a simple yet stable and secure fastening point.

C.12. OTHER SPECIFICATIONS

C.12.1. SAMPLE MANIFOLD LOCATIONS:

C.12.1.1. Three (3) 2" diameter PVC pipe will be installed at various points in the ceiling and extend past the roof platforms as indicated on the diagrams. See attachment for pipe and hole placement detail. A thin wall metal sleeve will be welded in place to protect the PVC pipe on the exterior of the building.

C.12.1.2. Three (3) 2" PVC pipe will be installed at various points in the walls 3-4' from floor as indicated on the diagrams. Pipes need approximately 20° angle so that any water cannot enter building. PVC pipes need to be sealed prior to application of roof and side coatings. A thin wall metal sleeve will be welded in place to protect the PVC pipe on the exterior of the building.

c.12.1.3. A 2" PVC schedule 80 Male adapter will be installed to allow Department of Environmental Quality equipment to be attached on the roof at various points.

C.12.1.4. All pipes and holes need to have temporary, removable caps outside on roof and end of pipes.

C.12.2. Contractor must show in writing how each individual item specification on this bid sheet has been met. This includes all subcategories.

C.12.3. Two (2) year warranty on paint, leaks, and failures of external structural modifications will be required of the vendor. It is imperative the vendor provide rapid response (within 10 business days) in dealing with any of these issues to prevent damage of instrumentation internal to the building.

C.12.4. Mandatory periodic inspections (minimum of 2) during construction, and at ODEQ's discretion and convenience, will be performed during regular working hours to ensure compliance with the above specifications.

C.13. DELIVERY OF BUILDINGS

C.15.1. Contractor is responsible for arranging delivery, equipment and transportation of building.

C.15.2. Delivery of the building will be to site #40-019-0297. This site is located north of Healdton, near Lake Rd. and Mayham Rd., by Healdton City Lake (See attachment A)

C.14. EXPERIENCE

C.16.1. Vendors must demonstrate a minimum of two years' experience in the modification of shipping containers or construction of durable structures. Vendor must provide proof of this type of experience with submitted bid. References and/or photos are acceptable.

D. EVALUATION

D.1. EVALUATION

D.1.1. Evaluations will be based on lowest and best. The contract shall be awarded to the lowest most responsive and responsible bidder

D.2. Negotiations

D.2.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

D.2.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.2.3. Negotiations may be conducted in person, in writing, or by telephone.

D.2.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

D.2.5. Terms, conditions, prices, methodology, or other features of the offerer's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offerer may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

D.2.6. The requirements of the ITB shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

E. INSTRUCTIONS TO SUPPLIER

E.1. PRE-BID INFORMATION

Bidders are advised to review this document in its entirety and to rely only upon the contents of this ITB and accompanying documents and any written clarifications or addenda issued by ODEQ. **ODEQ IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS**. If a Bidder finds a discrepancy, error, or omission in the ITB document, the Bidder is requested to promptly notify the Procurement Contact noted on the Cover Page of this ITB, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing by the Pre-Bid Question Deadline. No contact with other ODEQ employees, officers or Board members regarding

E.2. ITB MODIFICATIONS/ADDENDA

Clarifications or modifications may be made to this solicitation at the discretion of ODEQ. Any and all addenda issued by ODEQ will be posted as noted on the cover page of this ITB. It is the responsibility of the bidder to obtain any issued addenda and to acknowledge the addenda on the Bid Form. If any changes are made to this solicitation document by any party other than ODEQ, the original document in the ODEQ files takes precedence.

E.3. EXCEPTIONS

Bidder shall clearly identify any proposed deviations from the language in the Request for Bids (including its Terms and Conditions). Each exception must be clearly defined and referenced to the proper paragraph in this ITB or its Terms and Conditions. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. In the absence of such noted exceptions, ODEQ will assume complete conformance with this specification and the successful bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected. Bids taking exception to material terms and conditions (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. ODEQ reserves the right to accept or to allow the bidder to withdraw any or all exceptions.

E.4. CANCELLATION OF ITB

ODEQ reserves the right to cancel this solicitation, in whole or in part, as well as reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the agency that the best interest of ODEQ will be served by so doing. If the solicitation is cancelled or all bids are rejected by ODEQ, a notice will be posted on the ODEQ website.

E.5. BID SIGNATURES

Bids must be signed in ink by an authorized official of the bidder.

E.6. Questions

E.1.1. All questions regarding this solicitation must be submitted in writing and are to be emailed by the deadline listed on the cover page of this ITB Questions are to be emailed to **DEQPro@DEQ.ok.gov**. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers. Please reference the ITB number in all emails.

E.7. SUBMISSIONS/COPIES

E.7.1. Contractor is to submit one (1) complete copy of their response to the Department of Environmental Quality in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. **SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.** Bids sent by telegraph, facsimile, or other electronic means will not be considered.

F. CHECKLIST

F.1. Solicitation Request Page

F.2. Letter of Communication

F.3. Verification of Minimum Qualifications

F.4. Total Project Cost

F.5. Price Form

F.6. Warranty

F.7. Complete & Signed Certification for Competitive Bid and Contract (Non-Collusion Certification) Form

F.8. Signed Responding Bidder Information Form

G. ATTACHMENTS

G.1. Attachment A – Map of Building Location

G.2. Attachment B – New Building Inside Electrical and Plumbing

G.3. Attachment C – New Building Side View and Top View

G.4. Attachment D – New Building End Views

G.5. Certification for Competitive Bid and Contract (Non-Collusion Certification)

G.6. Responding Bidder Information Form

H. PRICE AND COST

H.1. Pricing

The project total cost must be proposed in the solicitation. Line item costs of container, delivery and all installation services, excluding utilities, shall be provided on the Solicitation Request page.