

**Request for Bids
High Voltage Cable
Replacement**

**Rogers State
University
Claremore, OK**

RFB 2021-04



ROGERS STATE UNIVERSITY

PHYSICAL PLANT

REQUEST FOR BID No.: RFB 2021-04

NON -MANDATORY PRE-BID MEETING DATE / TIME: January 26th, 2021 at 10:00 am
PRE-BID MEETING LOCATION: Claremore Campus – Physical Plant - Conference Room

BID DUE DATE:
February 11th, 2021
BID OPENING TIME:
10:00am*

BID OPENING LOCATION: Claremore Campus – Physical Plant - Conference Room

*Bids received more than ninety-six (96) hours before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened.

SEALED BIDS ARE TO BE SENT TO:

1701 W. Will Rogers Blvd.

Claremore, OK 74017

Attention: Christie Lamberson – Procurement Coordinator

RE: RFB 2021-04 – High Voltage Cable Replacement

Bid documents may be obtained by calling the purchasing contact listed below. Project documents can also be obtained online at <http://www.rsu.edu/about/offices-services/purchasing/bids-proposals/>. Sealed Bids are to be turned into the purchasing contact listed below before the due date and time. Late bids may be returned and not considered as a valid response. Contractors are encouraged to respond with a no-bid if they do not wish to be considered for this opportunity but do wish to remain on the active contact list. Electronic or unsealed bids are not acceptable.

UNIVERSITY CONTACTS:

Contractors are encouraged to contact the using Division’s personnel to obtain clarification of the technical requirements of this “Request for bid”. However, any modification to the requirements of this “Request for bid” must be enacted by the issuance of a written addendum from the Purchasing Department. Conflicting instructions given by personnel within the using Division, that are not substantiated by a written addendum issued by the Purchasing Department, will not be binding upon the University.

	For information regarding the general provisions of this ‘Request for bid’, contact:	For clarification of the technical requirements of this ‘Request for bid’, contact:
NAME:	Christie Lamberson, Procurement Coordinator	Karl Reynolds Physical Plant Director or George Proctor Assistant Director
TELEPHONE No.:	918.343.7790	918-343-7818
FAX No.:	918.343.7817	918-343-7808
E-MAIL ADDRESS:	clamberson@rsu.edu	kreynolds@rsu.edu or gproctor@rsu.edu

NON-MANDATORY PRE-BID MEETING:

Tuesday

1. Contractors are encouraged to attend a pre-bid meeting on Tuesday, January 26th, 2021 at 10:00 AM at the Claremore Campus – Physical Plant - Conference Room..
2. After the initial pre-bid meeting, contractors will be shown the two project locations.
3. Future site investigations after the 26th must have prior approval before accessing project locations.
4. All contractors and their associate must wear protective face masks during meetings and areas where social distancing of less than 6 feet are present.

BID STATUS AND SUBMISSION INFORMATION:

1. Rogers State University shall have the right to reject any or all bids and solicit contractors again as herein provided if the best interests of the people of the State of Oklahoma would be best served by so doing. Further, the University reserves the right to award on an all or none basis, by item or groups of items in order to achieve the overall lowest cost.
2. Offers may be withdrawn at any time prior to the closing date, but no respondent may withdraw a bid after that date.
3. RFBs must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the respondent's overall qualifications.
4. Any bid received by Rogers State University or an officer or employee thereof after the time set for the opening of bids may be returned unopened and not considered as a valid response to the RFB.
5. The University reserves the right to request additional information or clarification on any matter included in the bid.
6. All signatures must be affixed and notarized on the forms and attachments provided in this bid.
7. All bids shall be sealed and opened only at the time and place mentioned herein.
8. Submission of a bid will constitute an incontrovertible representation by the contractor; that (s) he has complied with every requirement of this bid.
9. The University reserves the right to waive minor informalities in bids and to split the award if in the best interest of the University.

CONDITIONS:

1. The University reserves the right to require the successful contractor to execute a written agreement for the provision of the product(s) and / or service(s) offered as a result of this bid solicitation. The resulting contract will incorporate this RFB solicitation, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.
2. The contract shall contain all specifications, terms, and conditions in the bid and the bid form except as amended in the 'Award Notice'.
3. All changes to the contract must be mutually agreed to, in writing, prior to execution.
4. The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
5. Any exceptions taken by the contractor which are not included in the 'Award Notice' will not be part of the contract.
6. No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of the University's rights under any resulting contract.

7. By submitting a bid to Rogers State University, the Contractor is required to adhere to and submit the following forms at the time of the bid submittal:
 - a. The contractor agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 (see attached).
 - b. Oklahoma laws require each contractor submitting a competitive offer to the State of Oklahoma for goods or services to furnish a notarized sworn ‘Statement of Non-Collusion’ (see attached).
 - c. Each contractor shall execute and forward a ‘Business Relationship Affidavit’ with the bid (see attached).
 - d. Oklahoma laws require each contractor submitting an offer to the State of Oklahoma for goods or services to furnish a notarized sworn “Sex Offender Affidavit” (see attached).
 - e. Oklahoma laws require each contractor submitting an offer to the State of Oklahoma for goods or services to furnish a Bid Bond. (see attached)

8. By submitting a bid to Rogers State University, the contractor is required to adhere to and submit the following forms at the time of contract:

- a. Successful Suppliers shall, prior to beginning any work under any contract that may result under this RFP, as applicable, or as required by State or Federal law, acquire and have in effect minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit and do not or reduce any Supplier’s liability:

<u>Coverage Type:</u>	<u>Minimum Amount:</u>
Workers’ Compensation	Statutory
Commercial General Liability Insurance	\$1,000,000
Property Damage	\$1,000,000
Auto-Owned, Hired and Non-Owned	\$1,000,000
Per-Occurrence for All Claimants and Coverage	\$2,000,000

- b. Successful Suppliers shall carry on their work in accordance with the requirements of the workers compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract. Successful Suppliers shall also protect themselves using liability coverage against any and all claims for damages to persons or property which may arise out of operations under the contract, whether such operations be by the contractor, subcontractor, or anyone directly employed by either of them.
 - c. Prior to commencement of work under any contract which may result from this RFP, Successful Suppliers shall purchase and maintain property insurance coverage for the full insurable value of the property at the site of such work. If the policy evidencing such insurance coverage stipulates a deductible amount, Successful Suppliers shall pay the difference attributable to such deductible in any payments made by the insurance carrier on claims paid by such carrier. The University will not purchase insurance relative to this RFP unless otherwise stated herein.
9. Successful Suppliers shall file certificates of such insurance with the University, and such related coverage shall be subject to the University's approval.
 10. Rogers State University is exempt from State Sales Tax and Federal Excise Tax. The exemption authority is Oklahoma State Tax Code, Title 68, OS 1981, Article 13, Section 1356 and Federal Tax Exempt No. 736017987.
 11. It is mutually agreed by and between the University and the contractor that the University's acceptance of the contractor's offer by the issuance of an ‘Award Notice’ shall create a contract between the parties thereto.
 12. In the event of a conflict between the terms and conditions of the bid and information submitted by a contractor, the terms and conditions of this bid and resulting “contract” will govern.
 13. **Termination for Cause** - The University may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The University may terminate the Contract for default or any other just cause upon a 30-day written notification to the contractor.

The University may terminate the Contract, in whole not in part, without penalty or expense, at the end of any fiscal year of the University, if the legislature or other appropriate governmental entity fails to allocate sufficient funds to the University for the payments required or activities contemplated under the Contract.

The University 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 procuring agency determines that an administrative error occurred prior to Contract performance.

If the Contract is terminated, the University shall be liable only for payment for products and/or services delivered and accepted.

14. **Termination for Convenience** - The University may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the University's best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.
15. To the extent applicable by Okla. Stat. Ann. tit. 25, §1313, or Exec. Order No. 12989, 8 USCA §1324a (Feb. 13, 1996) as amended in 73 Fed. Reg. 33285 (June 6, 2008), Consultant or Contractor certifies that it is registered with and participates in the Status Verification System (SEVIS"). Further, in accordance with Okla. Stat. Ann. tit. 68, §2385.32, Consultant or Contractor verifies that it and its employees are authorized to work in the United States in accordance with the employment authorization found in 8 U.S.C. §1324(a)(4)."

16. Public Record

After response acceptance and execution of all contracts and agreements resulting from this RFB, each Respondents bid will become public record and will be available by written request to RSU Purchasing Department. 1701 W Will Rogers Blvd, Claremore, OK 74017, FAX 918-343-7817.

GRATUITIES AND KICKBACKS.

1. A Rogers State University official or employee, or their immediate relatives, shall not accept anything of value whether in the form of a gift, service, loan, donation or promise from any person which may impair his or her independence of judgment or action in the performance of his or her official duties.
2. No donation or payment of a gratuity or kickback shall be made by or on behalf of any person and be accepted by any Rogers State University official or employee as an inducement or reward for the action in procuring the award of any contract or order.

INDEMNIFICATION REQUIREMENTS.

1. The following requirements are mandatory for protecting the interests of the University:
2. The successful contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.
3. The successful contractor shall indemnify and hold the University harmless from all contractors' performance under the resulting contract.
4. The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action to enforce the contract shall be in a court of competent jurisdiction in Oklahoma.

5. The actions of the successful contractor with third parties are not binding upon the University. The contractor is not a division of the University.
6. The Contractor shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

OBSERVING LAWS AND REGULATIONS.

1. The Contractor shall remain fully informed of, and shall faithfully observe, all laws, national and state, and all ordinances and regulations affecting the responsibility to the University, or affecting the rights of his / her employees.
2. Provider shall not discriminate because of race, color, religion, sex, age, national origin, sexual orientation, genetic information, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in any of its policies, practices or procedures. In addition, each party affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act and any additions or amendments thereto.
3. Provider shall participate in the E-Verify program as required by Oklahoma statutes to enforce the provision of Oklahoma’s immigration law to prove the legal status of the provider’s employees. The E-Verify website is: http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVC_M1000007718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000007718190aRCRD. The E-Verify program, formerly known as the Department of Homeland Security’s Basic Pilot Program or the Employment Eligibility Verification System, is jointly administered by the Department of Homeland Security through the United States Citizenship and Immigration Services and the Social Security Administration. This Program allows participating employers to verify whether newly hired employees are authorized to work in the United States by checking the information provided by the employees on their Form I-9 against the Department of Homeland Security through the United States Citizenship and Immigration Services, and the Social Security Administration databases.

QUALIFICATIONS OF CONTRACTORS.

1. Rogers State University may make such investigations as deemed necessary to determine the ability of the contractor to perform the work or provide a product, and the contractor shall furnish to Rogers State University all such information and data for this purpose.
2. Rogers State University reserves the right to reject any bid if the evidence submitted by, or investigation of, such contractor fails to satisfy that they are qualified to carry out the obligations of the contract and to complete the work or provide the product contemplated therein.
3. Each contractor must complete and submit with bid an AIA A305 Contractors Qualification Statement. A sworn statement providing evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located.

RECOMMENDED PREPARATION:

Before submitting a bid, it is recommended that each interested party perform the following actions:

1. Visit the site to familiarize himself / herself with local conditions that may in any manner affect cost, progress, or performance of the work.

2. Familiarize himself / herself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.
3. Make any investigations and tests the contractor may deem necessary to determine his/her bid for performance of the work in accordance with the time, price, and other terms and conditions of the contract documents.
4. Determine the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
5. Ensure all information required herein be submitted with the bid response. Failure to provide the information may result in rejection of the offer.

BID SUBMISSION FORMAT:

1. Each contractor shall include all requirements, terms or conditions they may have and shall not assume that an opportunity will exist to add such matters after the bid has been submitted. Unacceptable terms and conditions added by the contractor may cause the University to award to another contractor, despite other factors of the evaluation.
2. A bidder on public construction contract exceeding twenty-five thousand dollars (\$25,000.00) shall accompany the bid with: A certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with Rogers State University As a guaranty.

ASSURANCE OF COMPLETION

1. Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation in the form of a performance, payment, and defect bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;
2. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the State of Oklahoma where the work is to be performed.

TIME OF COMPLETION

1. Upon receipt of "Letter of Award" contractor shall promptly submit to the University, an executed contract, insurances, and bonds.
2. Upon receipt of "Notice to Proceed" Contractor shall have 30 days to complete all work.

BID FORM
RFB 2021-04– HIGH VOLTAGE CABLE REPLACEMENT

TO: ROGERS STATE
University Claremore,
Rogers County,
Oklahoma

To Whom It May Concern,

Having Carefully Examined the Specifications and Having Visited the Site & Examined all Conditions Affecting the Work, the Undersigned Proposes to Furnish All Labor, Materials, and Incidentals Called for by Said Documents for Complete Services Described Herein:

TOTAL BASE PRICE FOR HIGH VOLTAGE CABLE REPLACEMENT

The Undersigned Agrees to Perform all Work Required by the Request for bid for the sum of:

(\$ _____)

(_____ Dollars)

(Amount shall be shown in both words and figures; in case of discrepancy, the amount in writing shall govern.)

ALTERNATE NO. 1 – PRICE FOR AMPITHEATER MAIN DISCCONNECT REPLACEMENT

The Undersigned Agrees to Perform all Work Required by the Request for bid for the sum of:

(\$ _____)

(_____ Dollars)

(Amount shall be shown in both words and figures; in case of discrepancy, the amount in writing shall govern.)

UNIT PRICING FOR ADDITIOANL ROCK EXCAVATION (Unit of measure is cost for hourly rate for equipment, material, labor, & disposal required for the removal of additional rock discover during excavation.

The Undersigned Agrees to Perform all Work Required by the Request for bid for the sum of:

(\$ _____)

(_____ Dollars)

(Amount shall be shown in both words and figures; in case of discrepancy, the amount in writing shall govern.)

ACKNOWLEDGMENT OF ADDENDA (if applicable):

Addendum No. 1 Date _____ Addendum No. 2 Date _____ Addendum No. 3 Date _____

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BID FORM (continues)
RFB 2021-03– ROOF REPLACEMENT – PHASE 2

I hereby certify that I have the authority to submit an offer of pricing on behalf of my company and that I have read and understand the terms and conditions of the bid.

(Typed or Printed Name)	(Signature)
(Title)	(Date)
(Company Name)	(Federal Identification #)
(Company Address)	(Company Telephone Number)
(Company City, State & Zip Code)	(Company Fax Number)

Subscribed and sworn to before me this _____ day of _____, 2____.

(Notary Public (or Clerk or Judge) My Commission Expires):

Check-list of Items required at the time of bid submittal:

- Bid Bond
- Signed and notarized copy of the entire bid request
- Addendum (if any)
- Business-relationship affidavit
- Non-collusion affidavit
- Equal Employment Opportunity and Affirmative Action Affidavit
- Sex Offenders Affidavit
- Oklahoma Industrial Board Roofing Registration Number & Commercial Endorsement verification
- AIA A305 Contractors Qualification Statement Affidavit

Failure to provide necessary documents and/or bonds will invalidate your bid submittal.

Non Collusion Affidavit

State Of: _____

County Of: _____

_____, _____, of lawful age being first
duly sworn, on (Name) (title)

oath says that:

1 (s)he is the duly authorized agent of _____, the contractor and/or Contractor submitting the bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among contractors and between contractors and state officials or employees, as well as, facts pertaining to the giving or offering of things of value to the government personnel in return for special consideration in the letting of any contract to which this statement is attached;

2 (s)he is the fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; and

3 Neither the contractor nor anyone subject to the contractor's direction or control has been a party:

- a) to any collusion among contractors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from submitting a bid;
- 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, or as to any other terms of such prospective contract, nor
- c) in any discussions between contractors and any state official concerning exchange of money or other thing of value for special consideration in letting of a contract,
- d) to paying giving or donating or agreeing to pay, give or donate to any officer or employee of the State of Oklahoma, any money to other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Subscribed and sworn before me this _____ day of _____, 2_____.

NOTARY PUBLIC (or CLERK or JUDGE)

(My commission expires)

**Business
Relationship
Affidavit**

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____)
_____) SS. COUNTY OF _____)

_____, Lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the vendor to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the preparing company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Subscribed and sworn to before _____ day of
me this _____

_____, 2 ____.

Notary Public (or Clerk or Judge) (My Commission Expires):

Executive Order 11246

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

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

In entering into any resulting contract 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:

1. "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, creed, color, 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, creed, color, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off 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 advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

C. The contractor will send to each labor union or representative or 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 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders 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.

F. 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 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 207 of Executive Order 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 the contracting agency may direct 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 by the contracting agency, the contractor may request the United States to enter such litigation to protect the interests of the United States.

Executive Order 11246

(Continued)

2. Certification of Non-segregated Facilities

By the submission of this bid and/or acceptance of purchase order(s) during the above period, the contractor, offerer, 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 location, under his control, where segregated facilities are maintained.

He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The contractor, offerer, applicant, or subcontractor agrees that a 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions 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).

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

In entering into any contract which exceeds \$10,000, the contractor agrees to comply with 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 shall subject this contract to cancellation and rescission at the option of the University of Oklahoma. Copies of the applicable portions of this law are available from the University of Oklahoma Purchasing Office if required.

CERTIFICATION

If awarded this contract

(Company)

agrees to comply with the provisions in Clauses I, II and III above.

(Signature)

(Date)

(Title)

SECTION 00660

**SEX
OFFENDERS
AFFIDAVIT**

IMPORTANT: THIS MUST BE READ, SIGNED, AND COMPLETED AT THE TIME OF CONTRACT

Sex Offenders Affidavit

State of _____

SS.

County of _____

The undersigned (Architect, Supplier, Engineer or Supervisory Official), of lawful age, being duly Sworn, on oath says that no employee allowed to be working on School Premises under the Authority of the undersigned, has been convicted in this state, the United States or another state of:

Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state/s or the federal sex offender registration; or

Any felony offense except as provided in Subsection C of Section 4, 70 O.S 1991, Section 6-101.48 or when ten (10) years has elapsed since the date of the original conviction or the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

(Contractor or Supplier)

(Signature)

Subscribed and Sworn to Before Me this

_____ Day of _____, _____

Notary Public _____

My Commission Number: _____

My Commission Expires: _____

1.1 WORK INCLUDED

A. Cable replacement at the following:

- 1. Radio Tower to Amphitheater – Single Phase high voltage service. Existing service line has been compromised. Currently a temporary transmission cable has been installed to provide power to affected buildings. (Approx. 500 lineal feet):**
 - a. All work to be performed in accordance with current NEC Code for Underground High Voltage Transmission Cables.
 - b. Excavate to a depth conforming with current NEC along a path between connection points.
 - c. Furnish and install underground poly pipe, appropriately sized for specified cable. Install within the excavated trench between the two end points.
 - d. Furnish and install 1 - Primary Underground Distribution Cable- 15kV Type (URD) Copper XLP or TR-XLP Insulation.
 - e. Coordinate with City of Claremore for power disconnect and final terminations between connection points. (City Services will provide terminations materials and perform terminators installation.
 - f. Contractor will provide necessary excavation and path into terminal base and feed cable into terminal vault.
 - g. Furnish and install bedding sand along entire excavated trench, ensuring proper compaction.
 - h. Furnish and Install utility warning tape at the proper depth along the entire trench.
 - i. Provide clean fill material to complete backfill, ensuring proper compaction of soil along entire length of excavation. All rock spoils are to be disposed off-site at contractor's expense.
 - j. Coordinate with City Electrical Services to restore electrical power to circuit, ensuring that all affected building power has been restored.

- 2. Loshbaugh to Health Sciences – 3 Phase high voltage service. Existing circuit has been comprised and must be replaced. (Approx. 300 lineal feet):**
 - a. All work to be performed in accordance with current NEC Code for Underground High Voltage Transmission Cables.
 - b. Excavate to a depth conforming with current NEC along a path between connection points.
 - c. Furnish road boring at required locations
 - a. Furnish and install underground poly pipe, appropriately sized for specified cables. Install within the excavated trench between the two end points.
 - b. Furnish and install 3 - Primary Underground Distribution Cables- 15kV Type (URD) Copper XLP or TR-XLP Insulation.
 - c. Coordinate with City of Claremore for power disconnect and final terminations between transformers. (City Services will provide terminations materials and perform terminators installation.
 - d. Contractor will provide necessary excavation and path into terminal base and feed cable into terminal vault.
 - e. Furnish and install bedding sand along entire excavated trench, ensuring proper compaction.
 - f. Furnish and Install utility warning tape at the proper depth along the entire trench.
 - g. Provide clean fill material to complete backfill, ensuring proper compaction of soil along entire length of excavation. All rock spoils are to be disposed off-site at contractor's expense.
 - h. Coordinate with City Electrical Services to restore electrical power to circuit, ensuring that all affected building power has been restored.

1.2 ALTERNATE WORK

- A. Alternate No. 1 – To upgrade Amphitheater disconnect including installation of new secondary circuit from transformer to disconnect.

1.3 QUALITY ASSURANCE

Prior to start of work, contractor will provide “shop drawings” and a copy of manufacturer's

installation recommendations for all products or systems that require a submittal, as indicated in the project manual.

1.4 EXAMINATION OF SITE

Failure to Visit Site will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with the project manual without additional cost to RSU.

1.5 CONTRACTOR USE OF PREMISES

- A. Contractor's may utilize University provided utilities.
- B. Restrict access to extent required, allowing for ongoing activities at site.
- C. Operations of Contractor are limited to areas where work is indicated.
 - 1. Take precautions to allow for continued operations including public access and other outside activities on the occupied portions of the site.
 - 2. Schedule and coordinate such operations with RSU Physical Plant Director.

END OF SECTION

**SECTION 01015
EXISTING CONDITIONS**

1.1 EXISTING CONDITIONS

- A. Dimensions: Contractor shall verify dimensions at site for built-in work, and for work adjoining that of other trades and for dimensions shown to existing structures or installations.
- B. Possession, use, and responsibility for site: Keep the building site free of rubbish at all times. Remove all waste and site debris promptly.
- C. Existing conditions: In submitting a bid, Contractor acknowledges that he has visited the site and reviewed existing conditions. While every attempt has been made to identify locations of work items, the Contractor is to remedy as specified all problems discovered that are of the same nature as Work Items listed in the Specifications.
- D. Demolition:
 - 1. Contractor shall use extreme care in the demolition, removal, repair or relocation of existing items in order to protect remaining items from damage. Replace any items or areas so damaged with matching, new items of equal quality.
 - 2. Where operations involve the demolition, removal or repair of existing items in the exterior envelope of existing structures, the Contractor shall provide temporary protection as required to maintain the structure in a weather tight, structurally sound, environmentally stable condition at the end of each day and/or end of activity that is associated with these operations.

END OF SECTION

1.1 QUALITY ASSURANCE

- A. Reference Standards: For products or workmanship specified or indicated by association, trade or Federal Standards comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change duties and responsibilities of RSU or Contractor or any of their consultants, agents or employees from those set forth in Contract Documents, nor shall it be effective to assign to Physical Plant Director any duty or authority to supervise or direct furnishing or performance of Work or any duty or authority to undertake responsibilities contrary to provisions of General Conditions.
- C. Where wording of referenced standard is permissive, or where requirements of more than one reference standard apply, provide under more restrictive and higher requirement.
- D. Comply with recommendations of reference standards even though they are not mandatory in standard.
- E. Notify Physical Plant Director of any conflicts between referenced standards and requirements specified in Specifications or indicated on Drawings before proceeding with work.
- F. Detailed Requirements: Be familiar with and verify detailed requirements of referenced standards to verify that items and their installation provided under Work of this Contract meet or exceed standard's requirements.
- G. Tolerances: Tolerances may vary from standards of different sections. Make adjustments necessary to assure proper fitting of different elements. Tolerances may be plus or minus as indicated but in sum shall be compensating, not cumulative.
- H. Effective Date: Date of standard is that in effect as of documents date except when specific date is specified or when standard is part of applicable code which includes edition date.
- I. Copies: When required by individual sections obtain copy of standard. Maintain copy at job site during work.
- J. Certificates: When required by Contract Documents, or when requested in writing by Physical Plant Director, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.

**SECTION 01200
PROJECT MEETINGS**

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Participation IS NOT required in pre-bid conference
- B. Participation IS required at preconstruction conference.
- C. Contractor administration of progress meetings and pre-installation conferences required.

1.2 RELATED REQUIREMENTS

- A. Section 01010 – Summary of Work
- B. Section 01015 – Existing Conditions
- C. Section 01091 – Reference Standards
- D. Section 01340 – Submittals
- E. Section 01600 - Material and Equipment
- F. Section 01700 - Contract Close Out

1.3 PREBID AND PRECONSTRUCTION CONFERENCES

- A. RSU Physical Plant Director will administer pre-bid conference at RSU offices for clarification of RSU and Contractor responsibilities in use of site and for review of administrative procedures. The bidders will then be taken to the site to review the buildings.
- B. RSU Contract Administrator will administer the preconstruction conference at RSU offices. Project start and completion date will be determined and other administrative procedural responsibilities will be reviewed.

1.4 PROJECT MEETINGS

Schedule and administer Project meetings through progress of the Work as deemed necessary by the RSU Physical Plant Director.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01340
SUBMITTALS**

PART 1 - GENERAL

1.1 MANUFACTURED ARTICLES:

Manufactured articles, materials, equipment to be applied, installed, connected, erected, used, cleaned, conditioned as directed by manufacturer's printed instructions unless otherwise specified. Where materials are specified by more than one name for one use, select any of those specified. Keep copies of such printed recommendations at job site, and deliver one to RSU.

1.2 CONSTRUCTION SCHEDULE:

Within seven (7) days of award of contract or initial endorsement, submit for approval, construction schedule to RSU Physical Plant Director.

1.3 SUBCONTRACTOR LIST:

Prepare a list of proposed subcontractors including material suppliers. Submit for approval before sub-contracts are awarded. No sub-contractors to be employed on work unless approved by RSU.

1.4 CHANGE ORDERS:

If during construction, RSU authorizes additional work, contractor will provide detailed estimates listing all items of labor and material with quantities and unit prices extended for each item. This applies to all sub-contract work as well as work done by the General Contractor and to all estimates.

1.5 SHOP DRAWINGS AND SAMPLES:

Transmit each shop drawing, sample, or submittal to RSU with Contractor's transmittal form or letter, not by sub-contractor's or supplier's form. Identify each item submitted with Contractor's name, date, project, material, quantity and other pertinent data.

1.6 SHOP DRAWINGS - SUBMITTAL

- A. Material list identifying materials and equipment to be used. Submit not less than three (3) copies to RSU for approval. Materials found to be acceptable and not requiring further clarification shall be approved on basis of the materials listed. Materials rejected must be re-submitted as an amendment to the material list. Material requiring the submittal of additional information will be marked for second stage submittal. Material list shall include:
1. Specification sub-section number and title.
 2. Manufacturers, type, model and size.
 3. Identification of vendor for specifically fabricated items such as structural or miscellaneous steel, reinforcing, doors and frames, millwork, etc.
- B. Samples, colors, patterns, textures for approval or selection: Submit all materials required for color selection or approval. No selections possible by RSU until all materials received so complete coordination possible. Submit sufficient samples to show range of shades, tones, values, pattern, texture and other features as specified or directed. Label or tag each sample or set of samples indicating:
1. Manufacturer, brand name, catalog or manufacturer's no.
 2. Project title.
 3. Intended use.

Two copies manufacturer's catalog sheets showing illustrated cuts of items furnished, scale details, sizes, dimensions, capacities, controls, performance characteristics, wiring diagrams and all other pertinent information. One copy of approved and/or disapproved submissions will be returned to Contractor. Contractor shall make corrections as required and furnish two corrected copies to RSU and others as needed.

**SECTION 01600
MATERIAL AND EQUIPMENT**

1.1 REQUIREMENTS INCLUDED

- | | | |
|--------------------------------|---------------------------|------------------|
| A. Products | C. Storage and Protection | E. Substitutions |
| B. Transportation and Handling | D. Product Option | |

1.2 RELATED REQUIREMENTS

- A. Section 01010 – Summary of Work
- B. Section 01015 – Existing Conditions
- C. Section 01090 – Reference Standards
- D. Section 01340 – Submittals
- E. Section 01700 - Contract Close Out

1.4 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.

1.5 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer’s unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Contractor shall be aware of vandalism and theft and is advised not to leave tools or materials unattended at the job site.

1.6 STORAGE AND PROTECTION

Store products in accordance with manufacturer’s instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer’s instructions.

1.7 PRODUCT OPTIONS

- A. Products specified by naming one or more manufacturers with a provision for substitution: Submit a request for substitution for any manufacturer not specifically named.

1.8 SUBSTITUTIONS

- A. All products proposed for use, including those specified by required attributes and performance shall require approval of RSU before being incorporated into the work. Do not substitute materials, equipment, or methods unless substitution has been specifically approved by RSU.
- B. Submit to RSU, according to the requirements of this section, all substitution requests ten (10) days prior to bid opening date. Substitutions are reviewed for general compliance with specifications. The Contractor is responsible for conforming quantities, dimensions, site conditions, coordinating with other trades and complying with applicable building codes and local ordinances.
- C. RSU will determine acceptability of proposed substitution, and will notify Contractors of acceptable or rejection in writing within a reasonable time.

END OF SECTION

SECTION 01700
CONTRACT CLOSE-OUT

1.1 REQUIREMENTS INCLUDED

- A. Close-Out Procedures.
- B. Project Record Documents.

1.2 CLOSE-OUT PROCEDURES

When Contractor considers work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that work is complete in accordance with Contract Documents and is ready for RSU to inspect.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site. Contractor shall not use waste containers at the site.
- C. Clean exterior surfaces exposed to view of all foreign substances.
- D. Clean interior surfaces exposed to view; remove temporary labels, stains and foreign substances.

1.4 PROJECT RECORD DOCUMENTS

- A. Store documents separate from those used for construction. Keep documents current; do not permanently conceal work until required information has been recorded.
- B. At Contract Close-Out:
 - 1. Submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
 - 2. Submit set of drawings reflecting changes as indicated on Project Record Drawings.
 - 3. Warranty – Contractor shall provide a Two (2) year warranty for all materials and labor associated with the content of the contract.
 - 4. Contractor to provide Manufacturer's warranties for the all roofing systems of the contract.

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDED

- A. To the greatest extent possible, remove existing comprised cabling. All cabling to be turned over to RSU for salvaging purposes.
- B. Remove temporary transmission cable, to be rolled up and turned over to RSU.

PART 2 PRODUCTS -NOT

USED PART 3 EXECUTION

3.1 PROTECTION

- A. Contractor shall use extreme care in the demolition, removal, repair or relocation of existing items in order to protect remaining items from damage. Replace any item or areas so damaged with matching, new items of equal quality.
- B. Where operations involve the demolition, removal or repair of existing items in the exterior envelope of existing structures, the Contractor shall provide temporary protection as required to maintain the structure in a stable condition at the end of each day and/or end of activity that is associated with these operations.
- C. Do not close or obstruct egress width to any building or site exit. If egress is to be closed or obstructed contractor is to provide temporary means of egress.
- D. Rogers State University reserves the right to replace or repair any damaged item, article, building, lawn, shrubs, trees, vehicles, etc. at the Contractors expense, in the event of the Contractor's failure to do so. Rogers State University has the obligation to notify the Contractor prior to any action.

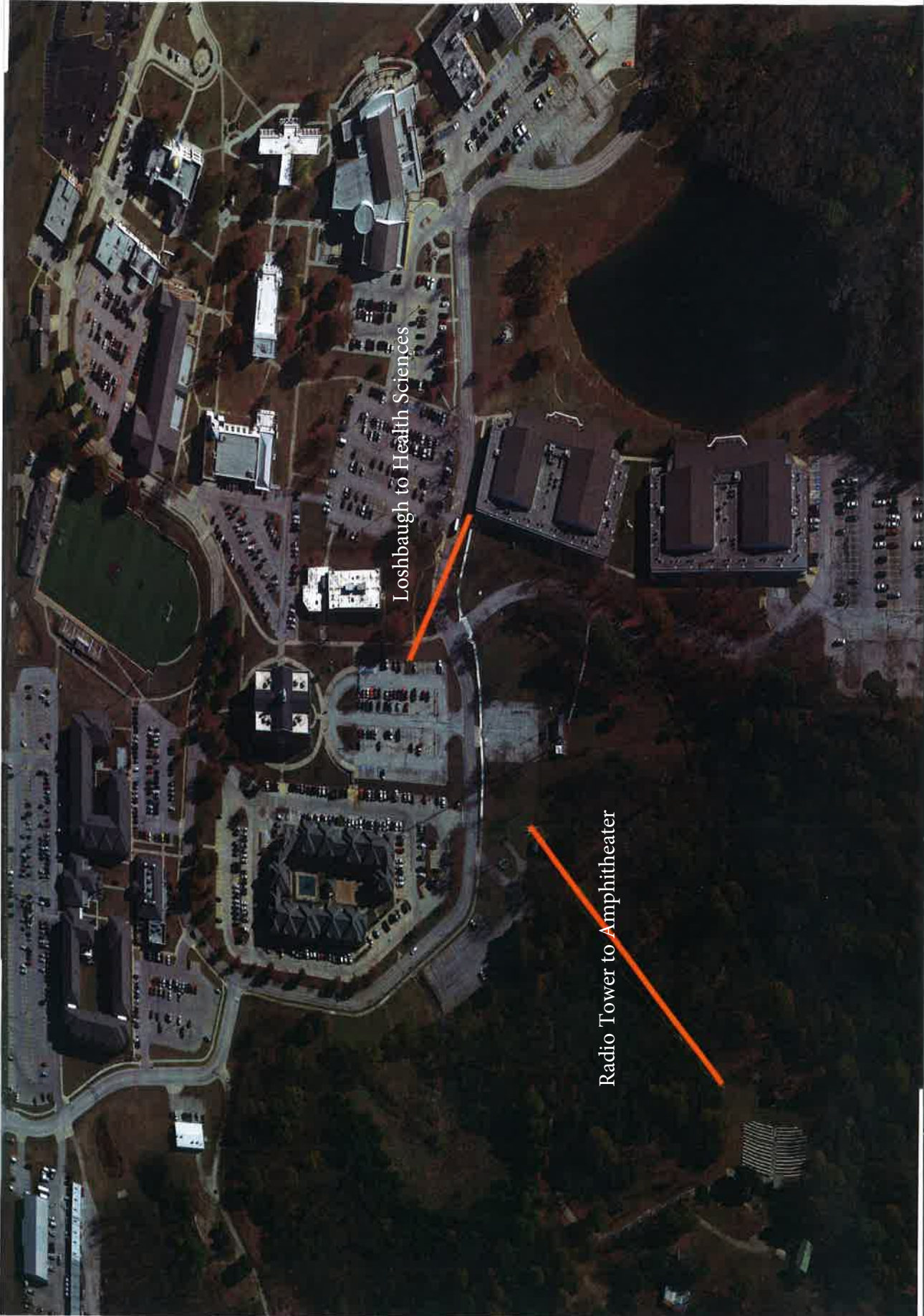
3.2 DEMOLITION

- A. Remove existing roof material to the existing deck. When finished the deck shall be free from all dirt, debris, gravel, felts etc.
- B. A thorough inspection of the existing roof deck shall be made by the Contractor. Any defective decking shall be replaced.
- C. A thorough inspection of the existing flue vent pipes and flue caps shall be made by the Contractor. Parts with minor rusted areas shall be considered salvageable and shall be sanded clean then painted with a rust inhibitor type primer. Any flue pipes or caps with areas which are rusted through or are severely bent or dented shall be considered defective. Any defective or missing flue pipes or caps shall be replaced

3.3 CLEAN UP

- A. Remove all debris immediately from the job site.

END OF SECTION



Loshbaugh to Health Sciences

Radio Tower to Amphitheater