Request For Quote
Bartlesville Water Treatment

Rogers State University
Claremore, OK

RFQ # 2122-15
REQUEST FOR QUOTE No.: 2122-15

QUOTE DUE DATE: May 10th, 2022 @ 11:00 AM

QUOTES ARE TO BE SENT TO:
 Physical Plant
 1701 W. Will Rogers Blvd.
  Claremore, OK  74017
  Attention: Karl Reynolds – Physical Plant Director
  RE: RFQ # 2122-15
  Bartlesville Water Treatment

Quote documents may be obtained by calling the Physical Plant contact listed below or online at http://www.rsu.edu/about/offices-services/purchasing/bids-proposals/. Quotes are to be turned into the Physical Plant contact listed below before the due date. Contractors are encouraged to respond with a no-Quote if they do not wish to be considered for this opportunity but do wish to remain on the active contact list. Quotes are acceptable via, email, courier, hand-delivered, or faxed,

UNIVERSITY CONTACTS:

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

<table>
<thead>
<tr>
<th>NAME:</th>
<th>Karl Reynolds Physical Plant Director or George Proctor Assistant Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE No.:</td>
<td>918-343-7818</td>
</tr>
<tr>
<td>FAX No.:</td>
<td>918-343-7808</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td><a href="mailto:kreynolds@rsu.edu">kreynolds@rsu.edu</a> or <a href="mailto:gproctor@rsu.edu">gproctor@rsu.edu</a></td>
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</tbody>
</table>

For clarification of the technical requirements of this ‘Request for Quote’, contact:
RECOMMENDED PREPARATION:

Before submitting a Quote, 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 Quote for performance of the work in accordance with the time, price, and other terms and conditions of the contract documents.
4. Determine the Quote 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 Quote response. Failure to provide the information may result in rejection of the offer.

QUOTE STATUS AND SUBMISSION INFORMATION:

1. Rogers State University shall have the right to reject any or all Quotes 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 Quote after that date.
3. RFQs 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 Quote received by Rogers State University or an officer or employee thereof after the due date for Quotes may be returned and not considered as a valid response to the RFQ.
5. The University reserves the right to request additional information or clarification on any matter included in the Quote.
6. All signatures must be affixed and notarized on the forms and attachments provided in this Quote.
7. Submission of a Quote will constitute an incontrovertible representation by the contractor; that (s) he has complied with every requirement of this Quote.
8. The University reserves the right to waive minor informalities in Quotes and to split the award if in the best interest of the University.

QUOTE 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 Quote 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.

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 Quote solicitation. The resulting contract will incorporate this RFQ 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 Quote and the Quote 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 Quote to Rogers State University, the Contractor is required to adhere to and submit the following forms at the time of the Quote 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 Quote (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).

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

   a. Contractors shall maintain at all times during this agreement insurance coverage with minimum limits as follows:

      | Coverage                        | Limits                           |
      |--------------------------------|---------------------------------|
      | Workers’ Compensation          | statutory                        |
      | Commercial General Liability   | $1,000,000 each occurrence       |
      | Personal & Advertising Injury  | $1,000,000                       |
      | Products-Completed Operations  | $2,000,000                       |
      | General Aggregate              | $2,000,000                       |
      | Automobile Liability (Any auto)| $1,000,000 combined single limit each accident |

   b. Each policy of insurance shall include a 30-day notice of cancellation and name Rogers State University as Certificate Holder. Required insurance shall be written on a form acceptable to the Risk Management Department of the Division of Capital Assets Management, Office of Management and Enterprise Services, and shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

   c. As proof of the insurance required, contractors shall cause a certificate of insurance to be issued to Rogers State University at the inception of this agreement showing Rogers State University as the certificate holder and upon renewal of any required insurance policy during the entire term of the agreement with the Rogers State University.

9. 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.

10. 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.

11. In the event of a conflict between the terms and conditions of the Quote and information submitted by a contractor, the terms and conditions of this Quote and resulting “contract” will govern.
12. **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.

13. **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. **Public Record**
   After response acceptance and execution of all contracts and agreements resulting from this RFQ, each Respondents Quote 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=75bce2e261405110VgnVCM100007718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM100007718190aRCRD. 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 Quote 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 be prepared to submit, within five (5) days of the University's request, written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located.
QUOTE FORM
BARTLESVILLE WATER TREATMENT SERVICES

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 Incidents called for by Said Documents for Complete Services Described Herein:

TOTAL MONTHLY PRICE FY 2023 – BARTLESVILLE WATER TREATMENT
The Undersigned Agrees to Perform all Work Required by the Request for Proposal for the sum of:

($___________________________________________________________) /year

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

TOTAL ANNUAL BASE PRICE FY 2023 – BARTLESVILLE WATER TREATMENT
The Undersigned Agrees to Perform all Work Required by the Request for Proposal for the sum of:

($_____________________________________________________________) /year

(__________________________________________________________________________ Dollars) /year
(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 # ________________________________ Date __________________________

Addendum # ________________________________ Date __________________________

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 ____________, 20__.

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

Bartlesville Water Treatment
Check-list of Items required at the time of quote submittal:

☐ Signed and notarized copy of the entire quote request

☐ Addendum (if any)

☐ Business-relationship affidavit

☐ Non-collusion affidavit

☐ Equal Employment Opportunity and Affirmative Action affidavit

☐ Sex Offenders Affidavit

Failure to provide necessary documents and/or bonds will invalidate your quote 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 quote 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 quote 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 quotes; 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 quote at a fixed price or to refrain from submitting a quote;
   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 quote. 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 me this ______ day of

__________, 201____. 

Notary Public (or Clerk or Judge) (My Commission Expires):
Executive Order 11246

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

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:

"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.
2. Certification of Non-segregated Facilities

By the submission of this quote 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:

Bartlesville Water Treatment
SCOPE OF WORK

1. System components consist of closed loop chiller water system served by two chillers, one air cooled and one water cooled. Cooling tower open loop system serving the water cooled chiller. Closed loop heating hot water served by two Hurst Boilers.

2. Contractor to conduct a survey of equipment prior to start-up and recommend correct chemicals based upon findings.

3. Contractor will provide product safety information on all contractor supplied products utilized within the systems.

4. Contractor to provide written guidance in proper monitoring of the system.

5. Contractor will routinely collect samples of system water for analysis.

6. Contractor will provide products required to maintain the quality of water in the systems by utilizing appropriate chemicals.

7. Rogers State University represents that the treated systems are in reasonably good operational condition.

8. RSU will provide Contractor reasonable access to the system and to its premises during normal operational time periods.

9. If Contractor determines that repairs to the system are required to minimize loss of treated water, RSU will cause such repairs to be made at its expense. Contractor will not be responsible for losses due to mechanical failure/leakage.

10. RSU will perform routine cleaning of the cooling towers and condenser systems and boilers.

11. RSU will perform routine maintenance and repairs of equipment.

Contractor to provide total annual cost of services. Contractor will invoice a monthly fee totaling the annual cost. Term of contract will for 5 years July 1, 2022 thru June 30, 2027, renewable on an annual basis.