OZARKS TECHNICAL COMMUNITY COLLEGE

Facilities and Grounds 1001 E Chestnut Expressway Springfield, MO 65802 Telephone: 417.447.4801 Facsimile: 417.447.4804 Email: maintenance@otc.edu

Invitation to Bid

Date: 1/24/2020

BPFY2030-Clean Agent Inspections

This document constitutes a request for **Sealed** bids from qualified offerors for Clean Agent Inspections Services for Ozarks Technical Community College in accordance with the requirements, terms and conditions of this Invitation to Bid.

Date and Time Returnable: 2/28/2020 9 a.m.

Proposals must be priced, signed, **SEALED**, and submitted electronically through ION Wave (http://otc.ionwave.net/Login.aspx.) Submissions will only be received through ION Wave.

Contact: Lesley Cash Email: maintenance@otc.edu

The offeror hereby agrees to furnish items and/or services pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized purchase order from Ozarks Technical Community College, or when this document is countersigned by Ozarks Technical Community College as a binding contract. The offeror further agrees that the language of this document shall govern in the event of a conflict with the offeror's bid. Payment will occur no sooner than 30 days after receipt and acceptance of items and/or services or receipt of correct invoice whichever is later.

Company Name			Date
Company Name			Date
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Printed Name	Authorized Signature		Title
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The College reserves the right to select the lowest responsible bid that serves the best interest of the college and to award a contract or to reject any and/or all bids. The College may also waive any informality in bids received. In the event of a tie the winning bid will be determined by the time bids were submitted. Any bids over \$9,999.99 will require additional information upon request. Bids submitted must be good for ninety (90) days after opened by Ozarks Technical Community College.

The Ozarks Technical Community College believes fully in equal opportunity in the provision of supplies, equipment, construction, and services. Positive steps should be taken to assure that small businesses, minority businesses, and women's businesses are given ample opportunity to provide the above-mentioned services when economically feasible.

General Requirements: Ozarks Technical Community College (the "College") requires that all bids be signed by a duly authorized representative of the bidder and received via submitting online through Ionwave at https://otc.ionwave.net/Login.aspx on or before the time and date of the bid opening specified or their BID MAY BE REJECTED.

The College retains the right to accept or reject any and all bids in part or in whole and to determine what constitutes the lowest responsible and responsive bid and is in the best interest of the College. "By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made or grown within the state of Missouri" RSMo. § 34.060. If bidders offer alternate products in their bid, they must include complete written specifications or their bid may be rejected. Bidders must also include copies of all applicable documents such as, but not limited to, contracts, sales agreements and licenses. The College retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the College's specifications, terms or conditions of purchase. Bidders may submit more than one response to this bid request. The College will accept no changes, additions or deletions to a bid after the time and date of the bid opening stated below. By signing and submitting this bid, the bidder is offering to provide the specified items and services at the price quoted, under the terms and conditions set forth in their bid response. If this bid is accepted by the College, it becomes a binding contract and the successful bidder will be required to honor all prices, terms and conditions specified therein. Failure to comply with this requirement will result in forfeiture of the bid award and may also result in suspension from the College's list of bidders in good standing.

Insurance Requirements: The Service Provider shall, at all times during the term of this Agreement and any extension(s), at Service Provider's sole cost and expense, obtain and maintain policies of insurance as shown in paragraphs (a) through (e) below. No such insurance policy is to be cancelled, non-renewed or materially changed without at least thirty (30) days written notice to OTC by Service Provider by certified mail to OTC's notice address specified herein. All policies of insurance required of Service Provider under this Agreement shall be obtained from reputable insurers licensed to do business in the State of Missouri and have an

A.M. Best rating of at least A-VIII. A Certificate of Insurance on all insurance policies required of Service Provider under this Agreement, shall be deposited with OTC promptly on or before the commencement of the term of this Agreement.

- (a) Commercial General Liability with a limit of not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Service Provider hereunder involves or affects in any way the roof of any building) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Service Provider hereunder involves or affects in any way the roof of any building) general aggregate limit. The General Liability policy should name OTC Parties as Additional Insureds on a primary and non-contributing basis with respects to the Service Providers on-going and completed operations using the Insurance Services Office Additional Insured form or its equivalent. The General Liability policy should include an endorsement that includes property damage coverage for property in the care, custody or control of the Service Provider. In the instances where Service Provider's services include the use of "pollutants" as defined by the General Liability policy, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants", and providing coverage on behalf of the "additional insured" including ongoing and completed operations. In the absence of the General Liability carrier providing this coverage, this requirement may be met by the purchase of a Contractor's Pollution Liability policy that provides Additional Insured status for OTC on a primary and non-contributing basis.
- (b) Commercial Automobile Liability in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business. The Automobile Liability policy should name OTC Parties as Additional Insureds on a primary and non-contributing basis with respects to the Service Providers operations using the Insurance Services Office Additional Insured form or its equivalent.
- (c) Workers' Compensation in compliance with any and all statues requiring such coverage in the State of Missouri.
- (d) Employer's Liability in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.
- (e) Such other insurance as may be required from time to time by Owner.

Waiver of Lien: Waiver of lien contractor, for himself and for all subcontractors, mechanics, journeymen, laborers, materialmen and suppliers, does hereby waive the right to hold, claim, assert, file or enforce any mechanic's lien or materialmen's lien or any lien rights whatsoever

against Owner, any building, improvement, or real estate owned by Owner, nor cause, suffer or permit any mechanic's lien, materialmen's lien or any lien rights whatsoever to be filed against the Owner. Contractor shall indemnify and hold Owner and any real estate, buildings and improvements owned by Owner harmless from and against any such liens for labor and materials. Neither contractor nor any subcontractor, mechanic, journeyman, laborer, materialman, supplier or any person, firm or corporation, for any cause whatsoever, shall have any right to hold, claim, assert, file or enforce any mechanic's lien, materialmen's lien, or any lien rights whatsoever against the Owner for any services, labor, materials, or equipment furnished therein.

The successful bidder shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the contractor. These certificates shall evidence waivers of subrogation in favor of the contractor and the College, and shall be made available to the College upon request. Questions concerning insurance coverage may be directed to J'Neal McCoy, at (417) 447-4817.

The successful bidder must possess or obtain City, State and Local license appropriate to conduct business as required.

E-Verify: At the Bid Opening, Bidder shall furnish an affidavit affirming their company is enrolled in and participates in the Department of Homeland Security (DHS) E-Verify Program for Employment Verification and stating the business does not knowingly employ illegal aliens. At the award of Bid and at the Contract Execution, the successful Bidder shall provide the E-Verify Memorandum of Understanding (MOU) and the Company Profile Page.

Evaluation Factors for Award: Bids must be complete and convey all of the information requested in order to be considered responsive. If the bid fails to conform to the essential requirements of the IFB, the College will determine whether the variance is significant enough to consider the bid as susceptible to being made acceptable and therefore, a candidate for further consideration or award.

After review of the bids received, a request for additional information or clarification of ambiguity may be requested of one or more bidders. At the College's discretion, an award may be made without discussion on the basis of the bids initially submitted or after discussions with those bidders who, in the College's judgment, are within a competitive range.

The review of bids received based upon the following criteria:

Total Cost-40%
Support and Maintenance-20%
Criteria 1-Responsive to call-backs
Installation, Training & Documentation-20%
References-20%
Criteria 1-Experience
Criteria 2-Reliability

Submission of a bid indicates Vendor's acceptance of the College's evaluation factors and the Vendor's recognition that judgments will be made by the College during the evaluation process.

Law Governing this Contract: This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles. The offeror is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the "Open Records" law of the State of Missouri (RSMo 610.021). Please do not include statements of confidentiality or proprietary information in your bid. All bids are required to become a matter of public record according to state law. Allowable exclusions under state law are "software codes for electronic data processing and documentation thereof" and "records relating to scientific and technological innovations in which the College has a proprietary interest."

The successful bidder will note that the College pays by invoice on each Friday of the month. If you have any questions concerning billing, contact our accounts payable office at (417) 447-4829.

PRE-BID MEETINGS

PRE-BID MEETING & SITE VISITS

A Mandatory pre-bid meeting is required for <u>first time</u> bidders to attend.

Sites will be available for pre-bid inspections using the following schedule:

OTC Facilities Office located at 933 E. Central Springfield, MO to answer questions regarding the upcoming bids.

Springfield Main Campus

Wednesday, February 12, 2020 at 9:30 a.m.

OTC Facilities Office located at 3369B East Jackson, Ozark, MO to answer questions regarding the upcoming bids.

Richwood Valley Campus

Wednesday, February 12, 2020 at 11:30 a.m.

OTC Facilities Office located at 10698 Historic Hwy 165, Hollister, MO to answer questions regarding the upcoming bids.

Table Rock Campus

Wednesday, February 12, 2020 at 1:30 p.m.

OTC Facilities Office located at 22360 Hwy. MM, Lebanon, MO to answer questions regarding the upcoming bids.

Lebanon Campus

Thursday, February 13, 2020 at 9:30 a.m.

OTC Facilities Office located at 600 G W Lane, Waynesville, MO to answer questions regarding the upcoming bids.

Waynesville

Thursday, February 13, 2020 at 11:00 a.m.

If you have any questions concerning this bid or site visits contact Lesley Cash at (417) 447-4801.

GENERAL SPECIFICATIONS

QUALITY ASSURANCE

• Reviews will be conducted by the College Director of Facilities. This inspection process will be used to determine quality of service.

BIDDER'S STATEMENT OF QUALIFICATIONS

In addition to completing the Bidder Qualification Form below, the apparent low bidder must also:

- Upon request provide a Certificate of Insurance Document evidencing your insurance coverage and policy expiration date within five working days or less.
- Provide proper documentation that you are qualified to perform these inspections.

BIDDER QUALIFICATION FORM

(Firm must prepare this statement in the form shown)

The undersigned bidder certifies that the information herein is true, correct, complete and accurate. (Elaboration on the following information or additional information deemed to be useful for evaluation of bidder's capabilities or to prevent misleading representations may be attached to this form.)

	Date:
Bidder:	
(Legal Name of Firm	n)
State of Missouri current registration	n or license number:
Federal ID No.	
Address:	
Phone Number:	/FAX Number
E-Mail Address	
President:	(or Managing Partner, etc.)
Dun and Bradstreet No.(if any)	
Years in business under present nan	ne:
List all other names under which yo	our business has operated in last 10 years:

Insurance Company:		
Insurance Agent:	_ Phone:	
Total staff employed by firm:	_	(Break down by Managers and Trades.)
Contracting Specialty (indicate tra	des in which bid	lder performs.)
Union affiliations: Local	National	
Years performing work specialty:	_	
% work performed by Firm's own	forces:	
Is Bidder in compliance with all ap	pplicable EEO re	equirements?
Yes No (If the answer is	no, please attacl	h summary of details on a separate sheet.)
Bank references:		
Address:		
Contact name:		
Contact phone #:		

Has firm or predecessor firm been involved in a bankruptcy or reorganization?
Yes No (If the answer is yes, please attach summary of details on a separate sheet.)
Bidder should have successfully completed (substantially on-schedule, on-budget) at least three projects of similar size and nature for which they are submitting qualifications. (List projects on a separate sheet with the following information on each and attach hereto.)
List below any/all Contract(s) awarded to Bidder which it has failed to complete: (If applicable, attach separate sheet.)
Project: (Name & Location)
Contract w/:
Brief explanation of cause & resolution:
List on a sheet attached hereto all judgments, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description
List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Project Name: Clean Agent Inspection Ozarks Technical Community College Springfield, Missouri (Greene)

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Project Name: Clean Agent Inspection Ozarks Technical Community College Ozark, Missouri (Christian)

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Project Name: Clean Agent Inspection Ozarks Technical Community College Hollister, Missouri (Taney)

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Project Name: Clean Agent Inspection Ozarks Technical Community College Lebanon, Missouri (Laclede)

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Project Name: Clean Agent Inspection Ozarks Technical Community College Waynesville, Missouri (Pulaski)

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Indicate below a minimum of three (3) references similar in size (public entities and/or education preferred) who may be contacted by Ozarks Technical Community College where Vendor has supplied services similar to the services requested in this RFP.

Entity Name	
Entity Contact Person	
Entity Address	
Entity Phone Number	
Date & Description of	
Services Provided	
Entity Name	
Entity Contact Person	
Entity Address	
Entity Phone Number	
Date & Description of	
Services Provided	
Entity Name	
Entity Contact Person	
Entity Address	
Entity Phone Number	
Date & Description of	
Services Provided	
	1

(This completed form (with all attachments) and statement must be certified true and correct by affidavit sworn before a Notary Public.)

Return Form to: Ozarks Technical Community College

Facilities Office

1001 E. Chestnut Expressway

Springfield MO, 65802

SUMMARY OF THE WORK:

- Project Description
 - a) Inspections and maintenance must be performed by a trained person who has undergone the instructions and is familiar with current *NFPA 17a Codes* necessary to perform the maintenance and recharge service.
 - b) Bi-annual inspections are for seven (7) clean agent systems.
 - 1. Springfield 1 system
 - 2. Richwood Valley 1 system
 - 3. Table Rock 2 systems
 - 4. Lebanon 2 systems
 - 5. Waynesville 1 system
 - c) Copies of inspections reports must be submitted to the Facilities Office.
 - d) Contractor must be Amerax and Ansel certified.

CONTRACTOR USE OF PREMISES

- General: Limit use of the premises to immediate area being serviced; allow for owner occupancy and use by the public.
 - a) <u>Summer Inspections</u> premises will be available July 1-31, 2020, during normal operating hours Monday through Friday 7:00 a.m. to 4:00 p.m.
 - b) <u>Winter Inspections</u> premises will be available during winter break December 21 January 8, 2021, during normal operating hours Monday through Thursday 7:00 a.m. to 4:00 p.m.
 - c) Contractor shall coordinate with Owner for location of specific areas for parking, material storage, loading areas.

SMOKING AND TABACCO POLICY

Smoking or the use of tobacco products in any form will not be allowed on any of the Ozarks Technical Community College owned properties.

IDENTIFCATION:

Each employee of the contractor assigned to perform work at any of the Ozarks Technical Community College locations must display a form of identification (I.D.) at all time. The I.D. must be displayed at all times. Photo identification must include a minimum of the following:

- Company name
- Employee photo
- First and last name

BILLING:

An invoice shall be submitted after completion of inspections and required repairs. Individual invoices are required for each college location. Ozarks Technical Community College will pay by said statement.

Send to:

Ozarks Technical Community College Facilities Office 1001 E. Chestnut Expressway Springfield MO, 65802

TO: OZARKS TECHNICAL COMMUNITY COLLEGE (Springfield)

We, the undersigned propose to furnish the service listed below and guarantee that if we are awarded the bid, we will furnish this service in accordance with the attached specifications, unless otherwise indicated below:

Provide: Bi-Annual Main Campus Clean Agent Inspection Services at OTC's main campus 1001 East Chestnut Expressway, Springfield, Missouri 65802

Per Inspection \$P	rice
Total Inspection \$Pr	rice
-NO MINIMUM CHARGES -NO FUEL SURCHARGES -NO MISCELLANEOUS CHARG SIGNATURE OF THE DEPARTM	GES ON BILLING THAT HAVE NOT BEEN PRE AUTHORIZED BY MENTAL SUPERVISOR
NOTICES IS REQUIRED FOR IF THE SUCCESSFUL BIDDER I SPECIFIED FOR THE TERM OF	IS REQUIRED TO MAINTAIN CONTRACT; THIRTY DAY (30) CANCELLATION OF CONTRACT BY EITHER PARTY. DOES NOT MAINTAIN THE REQUIRED QUALIFICATIONS AS THIS CONTRACT OR FAILS TO PROVIDE A SATISFACTORY LEVEL OF AY BE CANCELLED WITH NO PENALTIES ASSESSED AGAINST THE O) DAY WRITTEN NOTICE.
NAME OF FIRM	ADDRESS
AUTHORIZED SIGNATURE	PHONE/FAX NO.

TO: OZARKS TECHNICAL COMMUNITY COLLEGE (Richwood Valley)

AUTHORIZED SIGNATURE

We, the undersigned propose to furnish the service listed below and guarantee that if we are awarded the bid, we will furnish this service in accordance with the attached specifications, unless otherwise indicated below:

Provide: Bi-Annual Main Campus Clean Agent Inspection Services at OTC's Richwood Valley

campus 3369 West Jackson Street, Ozark, Missouri 65721 Per Inspection \$_____Price Total Inspection \$_____Price -NO MINIMUM CHARGES -NO FUEL SURCHARGES -NO MISCELLANEOUS CHARGES ON BILLING THAT HAVE NOT BEEN PRE AUTHORIZED BY SIGNATURE OF THE DEPARTMENTAL SUPERVISOR SATISFACTION OF SERVICE IS REQUIRED TO MAINTAIN CONTRACT; THIRTY DAY (30) NOTICES IS REQUIRED FOR CANCELLATION OF CONTRACT BY EITHER PARTY. IF THE SUCCESSFUL BIDDER DOES NOT MAINTAIN THE REQUIRED QUALIFICATIONS AS SPECIFIED FOR THE TERM OF THIS CONTRACT OR FAILS TO PROVIDE A SATISFACTORY LEVEL OF SERVICE, THE CONTRACT MAY BE CANCELLED WITH NO PENALTIES ASSESSED AGAINST THE COLLEGE AFTER A THIRTY (30) DAY WRITTEN NOTICE. NAME OF FIRM **ADDRESS**

PHONE/FAX NO.

TO: OZARKS TECHNICAL COMMUNITY COLLEGE (Table Rock)

We, the undersigned propose to furnish the service listed below and guarantee that if we are awarded the bid, we will furnish this service in accordance with the attached specifications, unless otherwise indicated below:

Provide: Bi-Annual Main Campus Clean Agent Inspection Services at OTC's Table Rock campus 10698 Historic Hwy. 165, Hollister, Missouri

Per Inspection \$	Price	
Total Inspection \$	Price	
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TO: OZARKS TECHNICAL COMMUNITY COLLEGE (Lebanon)

AUTHORIZED SIGNATURE

We, the undersigned propose to furnish the service listed below and guarantee that if we are awarded the bid, we will furnish this service in accordance with the attached specifications, unless otherwise indicated below:

Provide: Bi-Annual Main Campus Clean Agent Inspection Services at OTC's Lebanon campus

PHONE/FAX NO.

TO: OZARKS TECHNICAL COMMUNITY COLLEGE (Waynesville)

We, the undersigned propose to furnish the service listed below and guarantee that if we are awarded the bid, we will furnish this service in accordance with the attached specifications, unless otherwise indicated below:

Provide: Bi-Annual Main Campus Clean Agent Inspection Services at OTC's Waynesville Campus 600 G W Lane, Waynesville, Missouri

Per Inspection \$	Price
Total Inspection \$F	Price
-NO MINIMUM CHARGES -NO FUEL SURCHARGES -NO MISCELLANEOUS CHAR SIGNATURE OF THE DEPART	GES ON BILLING THAT HAVE NOT BEEN PRE AUTHORIZED BY MENTAL SUPERVISOR
NOTICES IS REQUIRED FOR IF THE SUCCESSFUL BIDDER SPECIFIED FOR THE TERM OF	E IS REQUIRED TO MAINTAIN CONTRACT; THIRTY DAY (30) R CANCELLATION OF CONTRACT BY EITHER PARTY. L DOES NOT MAINTAIN THE REQUIRED QUALIFICATIONS AS F THIS CONTRACT OR FAILS TO PROVIDE A SATISFACTORY LEVEL OF AY BE CANCELLED WITH NO PENALTIES ASSESSED AGAINST THE (30) DAY WRITTEN NOTICE.
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