



## Planned Maintenance Program for the Hamm Institute OSUA&M-RFP-1836-2026

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## 1) INTRODUCTION / BACKGROUND

Oklahoma State University is a thriving land-grant institution with more than 35,000 students across a five-campus system. On average, about 25-28% of students are from out-of-state, including students from all 50 states. Founded on Dec. 25, 1890, as Oklahoma Agricultural and Mechanical College, OSU is a modern land-grant university that improves the lives of people in Oklahoma, the nation and the world. Built on the value of high-quality teaching, research and outreach, OSU gives students the resources and education they need to make a difference in the world. Our roots are set in rich tradition, and our actions are guided by the Cowboy Code. Students from across the United States and over 125 countries converge on the Stillwater campus, creating a vibrant and welcoming culture. With a student-to-faculty ratio of 18:1, we help students prepare for the future by providing the academic support needed for success. As a modern land-grant university and a Carnegie R1 institution, OSU's faculty are working to answer society's questions with impactful research and new discoveries. Oklahoma State University research, conducted by more than 1,700 faculty across its five-campus system, is in lockstep with its land-grant mission. Research at OSU is relevant, accessible, and beneficial – whether it's exploring basic scientific questions or applied concepts that directly impact lives. The main campus is in Stillwater, Oklahoma, just over 60 miles from Oklahoma City and Tulsa. "Southern Living" ranked Stillwater sixth on its list for "The South's Friendliest Cities" and OSU sits at the heart of it all. Oklahoma State University in Stillwater, Oklahoma is a state-supported, four-year comprehensive university with over 300 undergraduate degree programs, 84 master's programs, and 48 doctoral programs.

## 2) PURPOSE / OBJECTIVE

- A. The Hamm Institute for American Energy, located at 300 NE 9th Street, Oklahoma City, OK 73104, is requesting proposals for a Planned Maintenance Program. This program is for a mechanical maintenance solution for heating, ventilation and air conditioning equipment.

## 3) BIDDING INSTRUCTIONS

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### 1. GENERAL INSTRUCTIONS.

- A. Solicitation Publication: All documents relating to this solicitation shall be made publicly available on the Office of Central Procurement (OCP) bid site.
- B. Solicitation Cancellations: The University reserves the right to cancel, withdraw, or not award any solicitation at any time without liability or prior notice.
- C. Communications: All communications, clarifications, addenda, questions, responses, or any other matter relating to the solicitation must be made only through the public bid website. No contact regarding this solicitation with other University party is permitted and may be grounds to disqualify a bidder or reject a bid.
- D. Bids Submitted at Bidder's Cost: (a) Bidders are solely responsible for any cost, expense, or fees incurred in preparing bids or otherwise responding to this solicitation. Bidders shall not seek to recoup or recover such costs at any time or through any means. (b) Bidders understand and agree that they cannot make any claim and do not have any right to recover damages, costs, or other expenses of any kind resulting from participation in this solicitation.

- E. Open Records Act: Disclosure of bid materials will follow the University's Standard Terms and Conditions and applicable Open Records laws. Standard terms and conditions can be found under the "prerequisites" section of the online bid.
- F. Pre-Bid Conference: The University may, at its discretion, conduct one or more pre-bid conference relating to the solicitation for purposes of clarifying its requirements. Nothing stated at the pre-bid conference shall change the solicitation unless such changes are reflected in an addendum issued by the University and published on the public bid website.
- G. Pre-Bid Questions: All prospective bidders may submit pre-bid questions via the public bid website before the pre-bid question deadline. Pre-bid questions must be submitted as individual questions. Answers to the pre-bid questions will be made available on the public bid website and will be available to all bidders at the same time.
- H. Addenda: No alteration to the solicitation will be made without an addendum. The University may amend a solicitation at any time before it closes by posting an addendum on the public bid website.
- I. Bidder's Responsibility: (a) Bidders are responsible for periodically checking the public bid website until the solicitation closes to obtain any addenda, answers to pre-bid questions, clarifications, or other information relating to the solicitation. The University is not responsible for a bidder's failure to acquire any of the foregoing if made available on the public bid website. (b) Bidders are advised to rely only upon the contents of this solicitation and any written addenda issued by the University on the Website. In no event should bidders rely on any oral instruction. (c) If a bidder fails to notify the University of any ambiguity, conflict, discrepancy, omission, or other error in the solicitation that is known to the bidder or reasonably should be known to the bidder, the bidder accepts the risk of submitting its bid and, if awarded a contract, shall not be entitled to additional compensation, relief, or time because of the error or its later correction. (d) Bidders may request an administrative review of specifications if it is perceived that specifications were unfairly written to give preference to any supplier. If administrative review is requested, the bidder shall include information providing evidence of specification language that inhibits free and open competition. Information will be submitted to the buyer whose name is listed in section 6 (Bid Inquiries - RFP contact).
- J. Bidder Protests: The University's bidder protest policy can be found at [2020.08.11.supplierguidelines.osu-a-and-m-systems.pdf](https://www.osu.edu/procurement/supplier-guidelines).

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## 2. QUALIFICATIONS, SPECIFICATIONS, AND PRICING.

- A. Qualifications: The University may establish minimum bidder qualifications, including but not limited to work history, past experiences, years in business, and annual revenue.
- B. Scope of Work: (a) The scope of work sets forth needs, objectives, and schedules, and describes projects, requirements, specifications, types of goods or services, budgets, payment structures, milestones, responsibilities, or other necessary information. Each bidder's response should address the foregoing and how the bidder can meet the University's needs or objectives. (b) Unless otherwise specified in the scope of work (sole brand specifications): (i) manufacturer's names, brand names, information, or catalog numbers listed are for informational purposes only and are not intended to limit competition; and (ii) a bidder may offer any item which demonstrably meets or exceeds the designated specifications. Bidders shall offer new items of current design and technology unless the

Scope of Work specifies that older models or versions, or that used, reconditioned, or remanufactured products are acceptable.

- C. Fixed Price: Bidders should submit a fixed price for the term where feasible, including optional renewal terms. Bidders guarantee unit prices to be correct.
- D. Travel expenses, if applicable, must be included in the total bid price.
- E. Taxes: (a) As a constitutional entity of the State of Oklahoma, the University is exempt from sales, use, and excise taxes imposed by the State of Oklahoma and federal excise taxes pursuant to Title 26 of the United States Code. The University will provide a tax-exempt certificate upon request. (b) The University will only be responsible for taxes, duties, fees, levies, premiums, or other charges imposed by any governmental authority directly upon the University. All pricing hereunder must be exclusive of such taxes.

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### 3. MODIFICATIONS, MISTAKES, AND WITHDRAWALS.

- A. Modifications and Withdrawals: A bidder may modify or withdraw a bid via the website at any time before the close date.
- B. Mistakes and Corrections: No correction may be made to a bid after the close date. The University presumes that all bids are correct. However, if a bidder or the University discovers a mistake in the bid or believes a mistake exists, either may request, in writing, that the bid be verified or corrected. Bidders must raise any mistake with the University contact in writing no later than five (5) days after the close date.
  - Minor Informalities - Mistakes in form, non-substantive errors evident from the Bid documents, or insignificant mistakes that can be waived or corrected without prejudice to other Bidders (i.e., the effect on the price, quantity, quality, delivery, or contractual conditions is negligible) are permitted.
  - Mistake Clearly Evident - If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. These mistakes include typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
  - Mistake Not Clearly Evident - A bidder may request to correct a mistake or withdraw a low bid if: the mistake is clearly evident on the face of the Bid document, but the intended correction is not similarly evident, or the Bidder submits sufficient proof that clearly and convincingly demonstrates that a mistake was made.
- C. Determination: When a bid is corrected or withdrawn, or a correction or withdrawal is denied, the Associate Vice President of Procurement (or designee) shall prepare a written determination showing that the relief was granted or denied and the bases for the determination.

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### 4. RESPONSIVE BIDS.

- A. Only Responsive Bids Considered: The University only considers responsive bids for evaluation. A bidder's request to modify or correct a non-responsive bid shall be governed by this section.

- B. Non-Responsive Bids: The University reserves the right to reject a bid as non-responsive if the bid does not conform in all material respects to the solicitation.
- C. Bid Rejection: The University reserves the right to reject one or all bids, accept or reject any bid in part, and to waive any minor informality or irregularity in any bid if the University determines that doing so is in the best interest of the University.

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#### 5. BID OPENING AND EVALUATION.

- A. Bid Opening: There will be no physical bid openings. A public bid opening will disclose the name of each bidder, and no further information and will be conducted on a per request basis via electronic means provided the buyer identified in section 6 receives a written request no later than forty-eight (48) hours before the close date.
- B. Evaluation Criteria: Bids will be evaluated in accordance with the evaluation criteria set forth in the solicitation. A bidder's past performance may be considered when evaluating a bid regardless of whether such is identified as evaluation criteria. The University reserves the right to require demonstrations, clarifications, and additional documentation from any or all responding bidders. Each bidder should be prepared to participate in oral presentations and demonstrations to define the bid, introduce the bidder's team proposed to work on the resulting contract, and respond to questions regarding the bid before an award.

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#### 6. CONTRACT AWARD.

- A. More than One Award: The University may award a Contract to more than one bidder by awarding the Contract(s) by item or groups of items or may award the Contract(s) on an all or none basis, whichever is deemed to be in the best interest of the University.
- B. Notice: Notice of award shall be provided upon request of any bidder or the bid tab made available through the open request process for other interested parties.
- C. Bidders and Contractors must be registered as approved vendors to receive an award and/or payment from the Systems. The vendor registration process can be completed electronically through The Office of Central Procurement website at the following link:  
<http://purchasing.okstate.edu>.

#### 4) TERMS AND CONDITIONS

By submitting a bid, each bidder understands and agrees that any contract resulting from this solicitation ("Contract" or "Order") is governed by University's Standard terms and conditions in effect as of the date the solicitation was posted, found in the "Prerequisites" section of the online solicitation. If any inconsistency arises, the University Standard Terms and Conditions control.

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#### APPLICABLE TERMS, EXCEPTIONS, ORDER OF PRECEDENCE.

- A. **Order of Precedence:** Contracts resulting from this solicitation shall follow the order of precedence stated in the University's Standard Terms and Conditions that is included in the "prerequisites" section of the online bid.
- B. **Exceptions:**

- i. The General Terms and Conditions shall not be modified unless the Bidder submits, with its bid, a revised Terms and Conditions document showing all proposed revisions in red line or tracked-changes format. Proposed revisions are subject to review and negotiation and shall not be binding unless incorporated into a final written agreement executed by both parties.
- ii. Exceptions to the Scope of Work must be conspicuously identified in a cover page submitted with the bid.
- iii. Bidders may not incorporate terms by reference into the General Terms or Scope of Work.
- iv. The University has no responsibility to independently review an entire bid for exceptions. Any deviation from the General Terms or Scope of Work will be deemed void and not part of any resulting contract unless made in accordance with this section.
- v. A clarification or question is not an exception and will be disregarded when submitted with a bid.

## 5) BID INQUIRIES / BUYER OF RECORD

All questions regarding the solicitation and evaluation process should be directed to the buyer of record:

### **Buyer of Record:**

**Don Watts, CPO**  
**Senior Buyer**  
**OSU and A&M Office of Central Procurement**  
**1224 N. Boomer Road**  
**Stillwater, OK 74078**  
**405-744-5984**  
[don.watts@okstate.edu](mailto:don.watts@okstate.edu)

**Questions directly related to the specifications** should be submitted using the “Q&A Board” on the online solicitation. Questions must be submitted prior to the pre-bid question deadline. Bidders are encouraged to continuously monitor the Q&A Board for all questions and answers related to this solicitation. Any attempt to contact any end user or department other than The Office of Central Procurement during the solicitation and evaluation process may result in the disqualification of your bid.

## 6) SPECIAL PROVISIONS

- A. **CONTRACT TERM:** The contract term shall be from the date of award to June 30, 2027 with the option to renew annually for four (4) additional one-year periods by mutual agreement.
- B. Vendors must comply with OSU’s supplier registration and bid submission guidelines.
- C. **PRE-BID SITE VISIT:** There will be a **RECOMMENDED PRE-BID CONFERENCE ON MONDAY, JUNE 22, 2026 at 10:30 AM CT**. All interested parties are highly encouraged to attend as this is the only time set aside to view the area. We will meet at the OSU Hamm Institute for American Energy located at 300 NE 9<sup>th</sup> Street, Oklahoma City, OK 73104.

## 7) AUTHORIZED USERS

- A. As authorized by Oklahoma law, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. In the event a contract between the University and bidder(s) results from this RFP, the bidder (supplier) may offer the same prices, terms, conditions, and all other particulars herein to all other public institutions within the State of Oklahoma. As a result, in submitting a proposal, bidder(s) should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.
- D. Bidders should be aware that if other Oklahoma public entities (“Participating Entities”) elect to utilize the contract(s) awarded as a result of this solicitation they may have different administrative or delivery requirements. It will be the responsibility of each Participating Entity to negotiate specific clauses as between the bidder (supplier) and the Participating Entity.
- E. If authorized by the supplier, the resulting contract may be extended to public entities to purchase at contract prices in accordance with contract terms. The supplier shall notify the Office of Central Procurement (“OCP”) in writing of any such entities accessing the contract.
- F. The supplier will provide annual usage reports for all entities accessing the contract. Participating Entities shall place their own orders directly with the supplier and shall fully and independently administer use of the contract to include contractual disputes, invoicing and payments without direct administration from OCP.
- G. The University will not be a party to any contract between any other Participating Entity and the supplier and will not be held liable for any costs or damages incurred with respect to any other Participating Entity as a result of any authorization by the supplier to utilize the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any other Participating Entity and will not be considered in default of any such contract no matter the circumstances.
- H. Use of this contract does not preclude any Participating Entity from using other contracts or competitive processes as they determine necessary.

## 8) PRE-AWARD PRESENTATION / DEMONSTRATIONS

- A. The Office of Central Procurement (OCP) reserves the right to request demonstrations or product samples from any or all-responding Bidders. As part of the evaluation process presentations may be required from the highest ranked respondents. During these presentations, providers may be asked to provide additional data including product demonstrations.
- B. If the University requires such a presentation, the buyer of record (listed in section 6 above) will schedule the time and place of such an event. Each firm should be prepared to discuss and substantiate any of the areas of the proposal.

## 9) SCOPE OF WORK / SPECIFICATIONS

**Purpose:** The Hamm Institute for American Energy, located at 300 NE 9<sup>th</sup> Street, Oklahoma City, OK 73104, is requesting proposals for a Planned Maintenance Program that shall include the following

scope of service to be provided on the equipment described in the "List of Maintained Equipment" located in the Appendix A section of these specifications.

**Scheduled Inspections:** The awarded supplier will provide Daily Operational inspections in accordance with the manufacturer's recommendations, equipment application experience. The awarded supplier will determine the proper maintenance tasking procedures that their technicians should follow. The program shall include all maintenance materials, gaskets, oils, and lubricants required to perform these inspections and tasking procedures. Also belt replacement should be included if they are found to be worn or broken.

**Air Filter Maintenance:** The program shall include four (4) air filter changes per year. The awarded supplier shall provide all labor, materials, and disposal of the used filters.

**Emergency and Trouble Call Coverage:** Although the cost of emergency service labor and materials will not be included in this program, the awarded supplier should provide top priority trouble call response during peak heating or cooling periods. The awarded supplier should provide on-site response within 4 hours from receipt of request. Please provide your company's emergency service rates on **Question 3.1** of the Questions section of this online solicitation.

**Refrigerant Containment Service:** Recovery, recycling and reclamation of refrigerant should be provided as appropriate to minimize costs of replacement refrigerant. Such work will be done per all federal, state and local regulatory guidelines.

**Service Documentation:** The awarded supplier shall document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation shall be made available upon request.

**Customer Assurance Review Evaluation Meetings:** Meetings with the awarded supplier will be held annually or more frequently upon request to evaluate and make modifications, if necessary, to this maintenance program to assure that it continues to meets requirements.

**Additional Services:**

- A. The awarded supplier will provide one (1) full-time employee on-site to perform day to day operations and services. This includes all tools, equipment, transportation and support.
- B. Monthly salt service for Culligan Water softeners will be provided by the awarded supplier.
- C. Monthly water treatment services will be provided by the awarded supplier

**Term:** The contract term shall be from the date of award to June 30, 2027 with the option to renew annually for four (4) additional one-year periods by mutual agreement. Service may be terminated by the University at the end of each fiscal year under a non-appropriation, funding-out clause, in addition, either party may terminate this agreement for convenience at any time by giving the other party thirty (30) days prior written notice.

**Adjustments:** The annual agreement prices can be adjusted if equipment is added or deleted from the original agreement.



Payments will be made on a Monthly basis in arrears. Payment terms will be thirty (30) days after receipt of invoice and service, FOB Destination.

#### 10) SCHEDULE & TIMING

To ensure successful implementation and training, all bids should be accompanied by a schedule for projected completion and final delivery. The schedule should be uploaded in the Supplier Attachments section of the bid and labeled "Project Schedule". (If applicable)

#### 11) COST PROPOSAL

- A. Bidder is to provide a detailed breakdown of the total cost for the proposed solution to include but not limited to licensing, implementation, training, maintenance, support, and any other related expenses for the solution offered. Include all aspects of providing the Scope of Work associated with this RFP. Include details regarding storage capacities and scalable price models, if applicable. If implementation includes segmentation by campus or department, include details and price models for this configuration.
- B. The cost proposal shall contain the complete financial offer made to the University. Any additional expenses, not explicitly stated, will not be honored by the University.
- C. The Cost Proposal should be uploaded in the Supplier Attachments section of the bid system and labeled "Cost Proposal".

#### 12) RISK ASSESMENT AND MITIGATION

Risk is a part of any business activity and service delivery. Suppliers who employ experts have less risk due to their experience and expertise. Expert Suppliers steer clear of the pitfalls, having been there and done that. Hiring an expert Supplier for each category will provide the best possible outcome to the University.

Suppliers should identify risks in providing the services and products specific to each category. Risks should be identified in a numbered list, and each item should contain a mitigation plan or solution. Risk identification and mitigation will be part of the qualitative evaluation criteria. The best value Supplier will be given the comprehensive list of risks that were identified by all bidders and requested to submit a mitigation plan prior to contract award.

#### 13) EXPERIENCE / QUALIFICATIONS / REFERENCES

- A. Bidder should be able to demonstrate a history of competency and successful experience in providing these types of products/services to other institutions, preferably within higher education.
  - a. Submit the last 3 projects of similar nature recently completed, including customer references (name and contact information) for each project, that will demonstrate your experience and competence.
- B. Evidence of your company's net worth should be provided to ensure that the contracting company is financially capable of meeting the operational requirements of this contract. The information provided will be utilized to determine supplier responsibility (ability to perform). To this effect, each bidder should provide an annual report for each of the last two (2) years as audited by a firm of certified public accountants.

- C. Experience, financial documents, and references should be uploaded in the "Supplier Attachments" section of the e-bid system and labeled accordingly.

#### 14) BID SUBMISSION

- A. Submission of Bid: All bids must be submitted to the University via the online bid platform on or before the designated close date. Bids cannot be submitted via email, mail, facsimile, or in person. A bidder experiencing technical difficulties with the website should contact the individual designated as the University contact well in advance of the due date.
- B. Bid Deadline: Any bids, modifications, or withdrawals received after the close date are deemed void.
- C. Firm Bid: Unless otherwise specified in the scope of work, bids must be held firm in all respects for a period of one hundred twenty (120) days beyond the close date to allow time for evaluation, approval, and award.
- D. Bid as a Legal Offer: Bidders must treat each submitted bid as a legal offer to form a contract which the University may accept by issuing an award letter.
- E. Bidder should prepare a proposal that addresses each section requiring proposals;
  - a. Special Provisions
  - b. Scope of Work
  - c. Risk Assessment and MitigationSections must be clearly numbered and in the order of the RFP. Please describe how your proposed solution meets or exceeds the University's needs as described in the Scope of Work.
- F. The proposal should be uploaded to **Question 3.2** in the "Questions" section of the online solicitation.
- G. Bidder must submit with its initial Bid any separate agreement or proposed contract complete with all terms and conditions with which it will require the Board and/or Institution to agree and comply. Failure to comply may forfeit the inclusion opportunity.

#### 15) METHOD OF AWARD / EVALUATION / NEGOTIATION

- A. Evaluation methodology - will be "Best Value". Only responsive bids will be considered. The University reserves the right to reject a bid as non-responsive if the bid does not conform in all material respects to the Solicitation.
- B. Proposal Clarification - OCP reserves the right, at its sole discretion, to request clarifications of technical bids or to conduct discussions for the purpose of clarification with any or all bidders. The purpose of any such discussions shall be to ensure full understanding of the bid. If clarifications are made because of such discussion, the bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the bid.
- C. Competitive Negotiations - OCP reserves the right to negotiate with one, selected, all, or none of the bidders responding to this solicitation to obtain the best value. Negotiations could include discussions on products, services, pricing, contract terminology, or any other issue material to an award decision or that may mitigate institutional risks. OCP shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more bidders, for one or all items in the Bid. Bidders that contend that they lack flexibility because of their corporate policy on a negotiation item shall face a significant disadvantage and may not be considered.

- D. Negotiations may be conducted in person, in writing, or by telephone. Negotiations shall only be conducted with potentially acceptable bids. OCP reserves the right to limit negotiations to those bids that received the highest rankings during the initial evaluation phase.  
Terms, conditions, prices, methodology, or other features of the bid may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the bid.
- E. The requirements of this solicitation shall not be negotiable and shall remain unchanged unless the OCP Chief Procurement Officer determines that a change in such requirements is in the best interest of the University.
- F. BEST and FINAL - OCP may request best and final bids if deemed necessary and shall determine the scope and subject of any best and final request. However, the bidder should not expect an opportunity to strengthen its bid and should submit its best bid based on the solicitation.

## 16) EVALUATION CRITERIA

### A. COST EVALUATION

1. The average pricing of all bids will be utilized to determine a baseline and establish a competitive range. The cost component will be evaluated utilizing the competitive range. The top scoring bid, based on qualitative evaluation metrics, will be compared to the competitive range. If the bid price of the top scoring bid is within the competitive range or is justified with performance information, the award process continues to the highest qualitative score. If performance metrics, combined with pricing information, do not support an award, the evaluation process will continue to the next highest qualitative score.
2. Your bid should include all relevant information about your pricing proposal to justify the cost. Suppliers who do not show dominant information of performance, cost, time, etc. to prove their cost proposal is valid and justifiable are eliminated from consideration due to their pricing not being within the competitive range.

### B. QUALITATIVE EVALUATION CRITERIA

1. Experience and qualifications
2. Response Time
3. References
4. Other (as determined through independent investigation)

**\*END OF DOCUMENT\***