Date: July 22, 2015

SEAL BID
THIS IS NOT
AN ORDER

Faxed/E-mailed bids will not be accepted unless otherwise noted.

OKLAHOMA STATE UNIVERSITY
PURCHASING DEPARTMENT
FOR OSU AND THE OKLAHOMA
A&M INSTITUTIONS
STILLWATER, OKLAHOMA 74078

Competitive Bid No: 64313574-MRW

Buyer: Matt Wessel, CPO

No Bid Received After: August 13, 2015 at 3:00PM

This bid will be publicly opened at the specified date and time.

DAYS REQUIRED FOR DELIVERY: TERMS: SEALED BIDS TO:

F.O.B. OSU-OKC, Oklahoma City, OK

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS.

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<tr>
<th>ITEM NO.</th>
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<tr>
<td></td>
<td></td>
<td>Provide and install Hobart CLPS66E-9 Conveyor Dishwasher or equal and accessories per the attached terms and conditions (3 pages) and continuation sheets (3 pages). Specify manufacturer, brand name and/or applicable part numbers of alternate products. Include complete product information and comparable specifications with bid submission. All inquiries during the bid and bid evaluation process must be directed to Matt Wessel with the OSU Purchasing department by phone at 405-744-5984, fax 405-744-5187 or email <a href="mailto:purchase@okstate.edu">purchase@okstate.edu</a>. Contact with the end user during the bid and evaluation process may disqualify bid.</td>
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PLEASE MARK OUTER ENVELOPE: SEALED BID: 64313574-MRW

August 13, 2015 at 3:00PM

RE-COPIED LISTS WILL NOT BE ACCEPTED.

IMPORTANT

This is submitted as a legal offer and acceptance by the Oklahoma State University Purchasing Department constitutes a binding contract.

BIDS MUST BE RETURNED ON THIS FORM AND/OR ATTACHED PAGES.

REVISED 02-12-14

Revised 02-12-14
1.0.0 GENERAL
1.0.1 All responses are subject to Oklahoma State University Purchasing Department and/or Board of Regents Purchasing Policies and Procedures and these General or any Special Conditions and specification listed herein, all of which are made a part of this bid invitation by reference.

1.0.2 This response is a legal offer and any response, when accepted by the Oklahoma State University Purchasing Department, constitutes a firm contract.

1.0.3 Cash and other discounts may be considered and evaluated in the contract award. However, cash discounts may be considered only if for a period of twenty (20) days or more.

1.0.4 If bidding “all or none”, either by groups of line items or by total of line items this must be clearly stated on the response.

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

1.1.0 Terms and Conditions
1.1.1 Bidder acknowledges and approves the Terms and Conditions contained herein and attached hereto and by submission of this response, agrees these Terms and Conditions shall supersede any Terms and Conditions offered by the bidder.

1.2.0 Equal Employment
1.2.1 In entering into any contract resulting from this response, the bidder agrees to comply with Equal Employment Opportunity requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders.

1.2.2 This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

1.3.0 HIPAA
1.3.1 If services include the use or disclosure of Patient Health Information (PHI) then a HIPAA Business Associates Agreement will be required prior to the beginning of services.

1.4.0 Information Technology
1.4.1 If this purchase involves information technology products or services, they must be in compliance with the accessibility to information technology standard of Section 508 of the Rehabilitation Act of 1973.

1.4.2 Pursuant to Title 74, Section 85.7d and OAC 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Information Technology Accessibility Standards, issued by the Oklahoma Office of Management and Enterprise Services, in effect on the date of issuance of the contract.

1.5.0 Insurance
1.5.1 When applicable, the successful bidder will be required to maintain such insurance as will protect themselves as well as the owner from its contingent liability from claims under Worker’s Compensation acts and from any other claims for damage as public liability from operations under this contract, whether such operations are by themselves or any subcontractor or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with the owner before a Purchase Order can be issued, and shall be subject to the owner’s approval of adequacy of protection.
1.6.0 Affidavit of Completion

1.6.1 When applicable, any contract shall, in lieu of bond, demonstrate by means of an affidavit of payment, of all indebtedness incurred by such contractor or their subcontractor who performs work in performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract. The required affidavit will be attached to the purchase order issued to the successful bidder and must accompany the invoicing for final payment.

2.0.0 BIDS

2.1.0 Responses

2.1.1 Responses will be opened by the Oklahoma State University Purchasing Department at the office of the Director of Purchasing or designee, 1224 N. Boomer Rd., Stillwater, Oklahoma, at the time and date shown on this bid. Bids received after the time shown will not be considered.

2.1.2 Responses are to be submitted in a sealed envelope containing only one bid. Envelopes are to be clearly marked with bidder name and address in the upper left corner and with Competitive Bid Number and Closing Date and Time in the lower left hand corner. The Purchasing Department reserves the right to reject any or all bids or parts of bids.

2.1.3 The response shall be submitted on this approved form. Alternate forms will not be accepted. Responses must be typewritten or written in ink, and corrections must be initialed. Penciled responses will not be accepted. Any award and subsequent payment will be made on the basis of bidder’s name as shown on the response.

2.1.4 Bidders shall submit only ONE response per item and guarantee unit price to be correct.

2.1.5 This form must be made out in the corporate name of the bidder and must be fully and properly executed by an authorized person and signed in ink with full knowledge and acceptance of all its provisions.

2.1.5 a) Oklahoma laws require each bidder submitting a response to an agency of the State of Oklahoma for goods or services to furnish a signed statement of non-collusion, therefore, this bid is invalid if not signed.

2.1.6 No interpretation of the meaning of the plans, specifications or other contract documents will be considered valid unless such request for interpretation is addressed to the Office of the Director of Purchasing and is received at least five (5) days prior to due date fixed for the opening of responses. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications and will be mailed to all prospective bidders if the competitive nature of the bidding is affected.

2.1.7 MANUFACTURERS’ NAMES AND APPROVED EQUIVALENTS: Any manufacturers’ name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If responses are based on equivalent products, indicate on the bid form the manufacturer’s name and product number. Bidder shall submit with this proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

2.1.8 TAXES: All responses must be submitted exclusive of Federal Excise Tax and Oklahoma State Tax. In all cases where a federal tax exemption is required, please make such notation on your response and an Exemption Certificate will be furnished to the vendor with the Purchase Order.
2.2.0 Bid Award

2.2.1 This contract may be bid and awarded on an ALL OR NONE basis, by individual line item or groups of items, whichever is in the best interest of the University.

2.2.2 The owner is not obligated to award the contract to the low bidder, but reserves the right to make the award to the best interests of the owner and may make such investigation as they deem necessary to determine the ability of the bidder to perform the work. The owner reserves the right to reject any response if the evidence submitted by or investigation of such bidder fails to satisfactorily convince the owner that such bidder is properly qualified by experience to carry out the obligations of the contract, and to satisfactorily complete this work according to the specifications.

2.2.3 The owner reserves the rights to observe the work being performed and to terminate the purchase orders if, in the department’s judgment, satisfactory progress is not being made.

2.3.0 Bid Rejection

2.3.1 The owner reserves the rights to waive any informality and to reject any or all responses. The right is reserved to award the proposal, which, in the opinion of the University, represents the best value to the University.

2.3.2 Responses may be rejected unless the above procedures are followed. The University reserves the right to reject any and all responses if it is in the best interest of the University to do so.

2.4.0 No Bid

2.4.1 If not submitting a quotation, please return this form and note “No Bid”. Any bidder who fails to return the third (3rd) consecutive offer may be removed from the bid list at the discretion of the Oklahoma State University Purchasing Office.

3.0.0 Delivery

3.1.0 Firm prices shall be bid F.O.B. requesting agency and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.

3.2.0 REQUIRED DELIVERY DATE: In the event a required delivery date is specified on this offer the successful bidder will be expected to meet this date. Failure to meet the required delivery date during the performance of the resulting contract could be cause for termination.

3.3.0 The vendor shall deliver merchandise as bid. NO deviations shall be made.

4.0.0 Type of Business: Please check all that apply.

4.1.0 Large Business

4.2.0 Small Business

4.2.1 Small Disadvantaged-Owned

4.2.2 HUBZone Business

4.2.3 Women-Owned

4.2.4 Veteran-Owned

4.2.5 Service Disabled Veteran-Owned

4.2.6 Sheltered Workshop

4.2.7 Historically Black Colleges & Universities

4.2.8 Registered in System for Award Management (SAM) Yes/No
### GENERAL CONDITIONS

1. All items to be delivered and installed FOB Destination: OSU-Oklahoma City
   Student Center
   HUB - 2nd floor
   900 N. Portland
   Oklahoma City, OK 73107

2. Mandatory Site Visit required prior to bidding. Mandatory Site Visit scheduled for July 30, 2015 at 10:00AM
   Location: Student Center 3rd floor Pistol Pete Room
   For directions **ONLY** contact Sharon Fitzpatrick, 405-945-3292

3. If quoting an "or equal" item, product brochures with complete detailed specifications should accompany bid.

4. Removal of the existing unit, installation and delivery must be scheduled/coordinated through OSU-OKC Construction and Maintenance Department.

5. All electrical and plumbing must be performed by a state licensed plumber and electrician.

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<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>each</td>
<td>Provide and Install Conveyor Dishwasher, Hobart Model No. CLPS66E-9 or Equal per the specifications below:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>MFR: ____________________ MOD: ____________________</td>
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</table>

**Following options must be standard features:**

- 202 racks per hour
- Opti-Rinse system
- Rapid Return conveyor Drive Mechanism
- Insulated hinged double doors with door interlock switches
- 19.5 inch chamber height opening
- Top mounted micro-processor control module
- Energy save mode
- Dirty water indicator
- Low temperature alert
- Conveyor dwell
- Delime notification
- Service diagnostics
- NAFEM Data Protocol compliant
- Computational Fluid Dynamic Designed Self-Aligning Wash Manifolds
- Stainless steel debossed anti-clogging wash arms
- Removable Integrated Pump Intake Screen
- Stainless steel self-draining pumps and impellers
- Single, sloping scrap screen and deep basket
- Stainless panels enclose perimeter and bottom
- Door actuated drain closure
- Single point electrical connection (three phase only), does not include the booster heater
- Convertible hot water or low temp final rinse
- Vent fan and booster heater control

**Direction of Operation - Right to Left**

**Voltage - 480/60/3**
### SPECIFICATIONS:

**Machine Rating (Mechanical)**
- Racks per hour (19 3/4"x19 3/4" - 202
- Conveyor Speed - feet per minutes - 5.6 max
- Dishes per Hour (Average 25 per rack) - 5.025
- Glasses per Hour (Average 45 per rack) - 9.045

**Floor Space**
- Table to table (inches) - 66

**Overall Dimensions:**
- Height - 68 1/2
- Width - 66 1/4"
- Depth - 30 1/4"
- Weight - approximately - 613 lbs.

**Motor H.P**
- Power Scraper 2, Wash 2

**Conveyor Drive H.P.**
- 8-Jan

**Number of Wash Tanks**
- 2

**Tank Capacity - Gallons**
- Power Scraper 23, Wash 23

**Pump Capacity**
- Gallons per minute - weir test - 165

**Heating Equipment**
- Electric Heating Unit - size used - 15 KW

**Rinse**
- Minutes operated during hour of maximum operation - 60

**Final Rinse Flow**
- Gals. per min. at 15 PSI Flow pressure - 108
- Gals. per min. At 20 PSI flow Pressure - 2.1

**Final Rinse Flow**
- Gals. Per hr. = MAXIMUM at 15 PSI flow Pressure - 108
- Gals. Per hr. - MAXIMUM at 20 PSI Flow Pressure - 126

**Rinse**

**Steam Consumption**
- Pounds per hr - MAXIMUM
- Approx. 30 lbs per hr. = 1 boiler H.P. (PHP)
- Dishwasher, based on 20 PSI steam and customer supplying final
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<tbody>
<tr>
<td>2</td>
<td>1 each</td>
<td></td>
<td>Standard Warranty - 1-year parts, labor and travel time during normal hours</td>
<td>$________ $________</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2 each</td>
<td></td>
<td>VNTHD/E-DOM E-series vent hood domestic or equal</td>
<td>$________ $________</td>
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<td></td>
<td>MFR: ____________________ MOD: ____________________ To be compatible with Item 1</td>
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<tr>
<td>4</td>
<td>3 each</td>
<td></td>
<td>BUNPAN-RACK rack or equal, bun pan</td>
<td>$________ $________</td>
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<tr>
<td>5</td>
<td>1 each</td>
<td></td>
<td>PRESREG-1/20BR 1/2&quot; brass pressure regulator or equal</td>
<td>$________ $________</td>
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<tr>
<td>6</td>
<td>1 each</td>
<td></td>
<td>DWTCLE drain water tempering kit or equal</td>
<td>$________ $________</td>
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<td>MFR: ____________________ MOD: ____________________ To be compatible with Item 1</td>
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<tr>
<td>7</td>
<td>1 each</td>
<td></td>
<td>LPS66E-FETSTD Standard Feet or equal</td>
<td>$________ $________</td>
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<td>MFR: ____________________ MOD: ____________________ To be compatible with Item 1</td>
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<tr>
<td>8</td>
<td>1 each</td>
<td></td>
<td>Water softener conditioner Hobart Model No. WS-80- or equal</td>
<td>$________ $________</td>
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</table>

- **Water softener conditioner Hobart Model No. WS-80- or equal**
  - Capacity: Grains Hardness Removal - 4500 Grains
  - Gallons Per minute: 14 Gpm
  - No. of filters: 2
  - Type: Salt
  - Height: 28.00"
  - Width: 20.00"
  - Depth: 22.00"
  - Weight: 100 lbs
  - Install to existing utilities

9. 1 each Removal and disposal of current dishwasher.

**TOTAL:**

$________

**FOR OSU and the**

**OKLAHOMA A&M COLLEGES**

**continuation sheet**

**To Accompany Requisition No.** 64313574-MRW