

Oklahoma Department of Wildlife Conservation - Adminstration - Accounting

## DATE OF SOLICITATION made as of the 28th day of January in the year 2025.

Solicitation Information:			Using Agency Information:		
Solicitation Number: 004A		Using Agency Name	Oklahoma Department of Wildlife Conservation		
Project	Name:	Removal and replacement of Flat TPO Roof and Exhaust Fans for Durant State Fish Hatchery.	Point of Contact:	Audrey Mimbs	
	Address:	2021 Caddo Hwy	Mailing Address:	PO Box 53465	
City ZIP:		Caddo, OK 74729	City, ST Zip Delivery Address:	Oklahoma City, Oklahoma 73152 1801 North Lincoln Boulevard	
			City, ST Zip:	Oklahoma City, Oklahoma 73105	
			Phone:	405-522-6144	
Bids Due: Wednesday, February 19, 2025 at 3:00 PM CST.		Email: Audrey.min	nbs@odwc.ok.gov		

The **Oklahoma Department of Wildlife Conservation** is inviting written bids for all Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies and appurtenances described by this solicitation.

Method of Responding to this Solicitation: Bids will be accepted by mail, email or hand delivered to the Using Agency Contact specified above.

The requirements of the proposed contract for construction are described within this Solicitation, and the Solicitation will become a part of any resultant Contract. Bidder will perform work in compliance with all applicable codes, standards, ordinances and laws. The issuance of this Solicitation does not guarantee that the State of Oklahoma will enter into an agreement, and the State reserves the right to reject any and all bids.

In preparing a bid, please review the attached documents and comply with instructions given:

- Bid Form: Sign, date and return Bid Form provided in Solicitation Package.
- Scope of Work (SOW): Description, Requirements and Agreement of the Work Needed to Complete the Project.
- Registered as a Supplier to do Business with the State of Oklahoma. Supplier Portal (oklahoma.gov)
- Supplier Insurance: General Liability Insurance and Workers Compensation or Exemption.
- Comply with the Federal Purchasing Requirement "Build America Buy America" (BABA) when applicable.

If the Bidder has any questions about this Solicitation, please contact the Using Agency Contact listed above.

This Solicitation and any resulting Contract for Construction is in accordance with 61 O.S. §101- 138, and specifically 61 O.S. §103(B) regarding projects under the statutory amount mandated therein. Any resultant contract will be awarded by the State of Oklahoma, Office of Management and Enterprise Services, Division of Capital Assets Management, Department of Real Estate Services, Construction and Properties (Owner Agent for State).



Oklahoma Department of Wildlife Conservation

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o: Oklahoma Department of Wildlife Conservation	From:	
Accounting Department		(Firm Name)
1801 N. Lincoln Blvd.		
Oklahoma City, OK 73105		
ATTN: Audrey Mimbs		(Address)
RE: Solicitation Number: 004A		
	_,	(City/State/Zip)
·	_,	
		(Telephone No.) (EIN/TIN No.)
	_•	
(List Addendum Number(s) received above)		
		(Email Address)

### **ARTICLE 1: General.**

- 1.1 The undersigned, being familiar with the local conditions affecting the cost of the work, with the Solicitation for Bids and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the sums listed herein.
- 1.2 In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date bids are due. Work is to start within ten (10) days after receipt of Notice to Proceed.
- **1.3** If awarded the project:

(Indicate applicable response and fill in days below)	
☐ We propose to complete this work within	calendar days from the date of receipt of the Notice to Proceed.

## ARTICLE 2: Compliance.

#### 2.1 The Bidder certifies that:

- **2.1.1** they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices;
- **2.1.2** they, and all sub-contractors and suppliers performing work on the Project, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312;
- **2.1.3** they will comply with the laws relating to public construction in the Oklahoma Statutes (Title 61) and the Oklahoma Administrative Code (Section 260, Chapter 65); and
- **2.1.4** they will comply with all State of Oklahoma Governor's Executive Orders, including those relating to the prohibited use of any and all tobacco product on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

## **ARTICLE 3: Bid Proposal:**

Fill out the requested rates and apply that rate to the estimated quantities to establish a comparative basis for contract award. The quantities are estimates only and may not reflect actual contract usage. The State will only assign work based upon need and makes no warranty or guarantee as to any minimum amount that may be authorized under the contract.				
	Dollars			
(Insert amount using words)				
(Insert amount using numbers)				
ARTICLE 4: Statements. 4.1 Non-collusion Statement. For the purpose	es of a competitive bid for a public construction contract, the undersigned, being first duly			
sworn, certifies that				
among bidders and between bidders and sta	, the bidder submitting the tatement, for the purpose of certifying the facts pertaining to the existence of collusion at eofficials or employees, as well as facts pertaining to the giving or offering of things of any contract pursuant to the bid to which this			
<ul><li>4.1.2 I am fully aware of the facts and circ have been personally and directly involved i</li><li>4.1.3 Neither the bidder nor anyone subject</li></ul>	cumstances surrounding the making of the bid to which this statement is attached and in the proceedings leading to the submission of such bid; and ct to the bidder's direction or control has been a party: dders in restraint of freedom of competition by agreement to bid at a fixed price or to			
refrain from bidding,	tate official or employee as to quantity, quality or price in the prospective contract, or as			
<ul> <li>c. in any discussions between special consideration in the</li> </ul>	n bidders and any state official concerning exchange of money or other thing of value for e letting of a contract.			
direction or control has paid, given or donated or	competitively bid or not, neither the contractor nor anyone subject to the contractor's r agreed to pay, give or donate to any officer or employee of the State of Oklahoma any ndirectly, in procuring the contract to which this statement is attached			
	ny partnership, joint venture or other business relationships presently in effect or which of this statement with the Architect, Engineer, or other party of the project is:			
(If none, so state; use additional sheet if necessar	ary.)			
	presently in effect or which existed within one (1) year prior to the date of this statement ng company and any officer or director of the architectural or engineering firm or other			
(If none, so state; use additional sheet if necess				
<b>4.3.3</b> And that the names of all persons h companies or firms are:	aving any such business relationships and the positions they hold with their respective			
	ove mentioned exist, then a statement to that effect. Use additional sheet if necessary.)			
BIDDER:				
	e work will be carried out in conformance with the contract requirements and that all and accurate accounting of the work completed.			
I solemnly swear or affirm, under penalty of perju	ury, that the foregoing is true and correct.			
(Bidder Signature)	(Bidder Printed Name)			
(Bidder Printed Title)	(Date)			

## SCOPE OF WORK

Services – Removal and Replacement of Flat TPO Roof and Fans
Located 2021 Caddo Hwy, Caddo OK

#### 1. GENERAL REQUIREMENTS

The proposed contract is removal of existing roof and replaced with a new TPO flat roof. There will also need to be four vent fans removed and replaced, three of which are 17.5in internal diameter and one at 10 inches internal diameter. One of the 17.5-inch fans will need to be for a chemical storage room and will need to be a higher volume of air flow at the Durant State Fish Hatchery, Caddo, OK.

All materials required for the replacement of one 73 x 26 flat TPO roof and four exhaust fans. Two 17.5-inch low fans, one 10 inch low fan, and one 17.5 high flow fan.

Costs are to include labor and materials for removal and installation of a TPO roof and fans.

Removal of debris from worksite.

Contract will be awarded to one vendor. If vendor is awarded multiple ODWC projects, they must be capable of completing each project as required by contract documents.

Work cannot be started until the notice to proceed is awarded. Job must be completed before May 21, 2025.

<u>Insurance:</u> The successful bidder will be required to provide certificates of insurance for general liability, vehicles and worker compensation along with bonds listed in the project manual general conditions immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof on insurance.

**Basis of Contract:** The determination of the Lowest Responsive Bidder will be made based on the lowest extended price.

ODWC reserves the right to make any inquiries to ensure that the lowest bidder can complete the work in a satisfactory manner.

Terms and conditions: As stated in the contract.

<u>Invoicing and Project Communication:</u> All work-execution related communications must go through the Agency Representative. Project invoices shall be sent to the Agency Representative at the following address and attention:

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### **Durant State Fish Hatchery**

Mark Wilder, Fisheries Assistant Hatchery Manager

2021 Caddo Hwy

Caddo, OK Phone: 580-920-5973

#### 2. EXECUTION

**Scheduling:** Provide Agency Representative with proposed work schedule prior to beginning work. **Travel:** Operator (s) will not be compensated for travel to and from sites. **Closeout:** At completion of the work, conduct final inspection with Agency Representative. Complete any corrective work as directed.

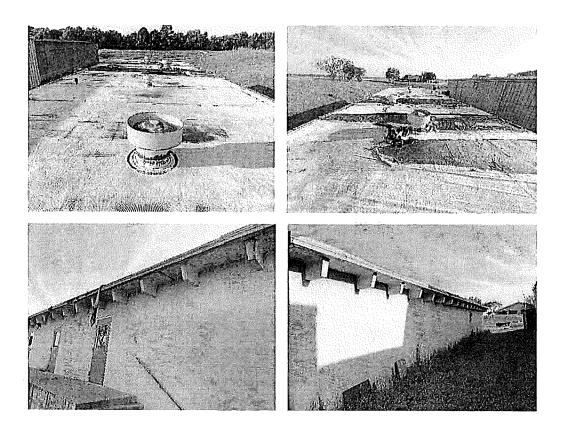
For questions during the bid process please direct your questions in writing to the following CPO by Wednesday, February 12, 2025, 4:30PM CST. No questions will be taken by phone, all questions must be in writing only:

Audrey.mimbs@owdc.ok.gov

\*\*\*End of Scope of Work\*\*\*

# **Durant Hatchery Shop Roof**

The replacement roof should be a TPO roof with four new exhaust fans. Three fans have an internal diameter of 17.5" and one has an internal diameter of 10".





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	ne terms and conditions of the policy, certain policies may require an er ertificate holder in lieu of such endorsement(s).	ndorsement. A sta	tement on thi	s certificate does not confe	rights to the		
	DUCER	CONTACT NAME:					
		PHONE (A/C, No, Ext):		FAX (A/C, No):			
		E-MAIL ADDRESS:		( (A)O, NO).			
		IN:	INSURER(S) AFFORDING COVERAGE				
		INSURER A:					
INSU	RED	INSURER B:					
		INSURER C:					
		INSURER D :					
		INSURER E :					
		INSURER F:					
	VERAGES CERTIFICATE NUMBER:			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE ADDL SUBR INSR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	GENERAL LIABILITY			EACH OCCURRENCE \$			
	COMMERCIAL GENERAL LIABILITY			PREMISES (Ea occurrence) \$			
	CLAIMS-MADE OCCUR			MED EXP (Any one person) \$			
				PERSONAL & ADV INJURY \$			
				GENERAL AGGREGATE \$			
	GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG \$			
	POLICY PRO- LOC			\$			
	AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident) \$			
	ANY AUTO			BODILY INJURY (Per person) \$			
	ALL OWNED SCHEDULED AUTOS AUTOS AUTOS			BODILY INJURY (Per accident) \$			
	HIRED AUTOS NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident)			
				\$			
	UMBRELLA LIAB OCCUR			EACH OCCURRENCE \$			
	EXCESS LIAB CLAIMS-MADE			AGGREGATE \$			
	DED RETENTION\$			WC STATU- OTH-			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N			WC STATU- OTH- TORY LIMITS ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			E.L. EACH ACCIDENT \$			
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE \$			
-	DÉSCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT   \$			
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks	Schedule, if more space i	s required)				
	RTIFICATE HOLDER	CANCELLATION					
CE		JANULLLATION					
	Oklahoma Department of Wildlife Conservation 1801 N Lincoln Blvd. Oklahoma City, Oklahoma 73105	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
		AUTHORIZED REPRESENTATIVE					
		1					



## Statement of Exemption from Workers' Compensation Act Affidavit

Office of Management & Enterprise Services 
Capital Assets Management 
Department of Real Estate Services 
Construction and Properties Pursuant to Attorney General Opinion #07-8, the exemption from the Workers' Compensation Act provided for in 85a O.S. applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies. day of [Select] **DATED** this in the year **20 BETWEEN THE OWNER:** PROJECT: State of Oklahoma (CAP Project Number) OMES/CAM/DRES Construction and Properties P.O. Box 53448 (CAP Project Name) Oklahoma City, OK 73152-3448 cap@omes.ok.gov (Address/Location) ON BEHALF OF THE USING AGENCY: (Using Agency Name) CONTRACTOR/CONSTRUCTION MGR/DESIGN-BUILDER: Is this a d/b/a (doing business as)? ☐ Yes ☐ No (Company Name) (City, State ZIP) (Address) (Telephone Number) (Email) Claimed Exemption(s): ☐ Title 85, Section 311.5 ☐ Other: I, the undersigned, hereby solemnly swear or affirm, under penalty of perjury, that I am exempt from the Oklahoma Workers' Compensation Act and hereby waive any claim against the State of Oklahoma, including but not limited to, the Owner and the Using Agency, and/or their agents, and I assume all responsibility for accidents, injuries or losses incurred by me or one of my employees. subcontractors or suppliers while in connection with any activity conducted with performance of the contract for construction, thereby releasing the aforesaid from any responsibility under the Workers' Compensation laws of the State of Oklahoma. (Authorized Representative Signature) (Date Signed) (Authorized Representative Printed Name) (Authorized Representative Printed Title)

(EIN/TIN number)