



Solicitation Cover Page
For Minor Projects under Statutory Amount

Oklahoma Department of Wildlife Conservation - Administration - Accounting

DATE OF SOLICITATION made as of the 24th day of **January** in the year **2025**.

Solicitation Information:

Solicitation Number: **007S**
Measure and Level the foundation and provide all
Project Name: materials and labor to level the foundation at
Durant State Fish Hatchery.
Address: **2021 Caddo Hwy**
City ZIP: **Caddo, OK 74729**

Bids Due: **Tuesday, February 18, 2025 at 3:00 PM.**

Using Agency Information:

Using Agency Name: **Oklahoma Department of Wildlife
Conservation**
Point of Contact: **Susan Mecham**
Mailing Address: **PO Box 53465**
City, ST Zip: **Oklahoma City, Oklahoma 73152**
Delivery Address: **1801 North Lincoln Boulevard**
City, ST Zip: **Oklahoma City, Oklahoma 73105**
Phone: **405-522-6137**
Email: **susan.mecham@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 \(oklahoma.gov\)](https://oklahoma.gov/supplier-portal)
- 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

- Bid Form: Sign, date and return Bid Form provided in Solicitation Package.
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- Registered as a Supplier to do Business with the State of Oklahoma. [Supplier Portal \(oklahoma.gov\)](http://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.

To: Oklahoma Department of Wildlife Conservation

Accounting Department
1801 N. Lincoln Blvd.
Oklahoma City, OK 73105
ATTN: Susan Mecham
RE: Solicitation Number: 007S

From:

(Firm Name)

(Address)

(City/State/Zip)

(Telephone No.)

(EIN/TIN No.)

(Email Address)

_____, _____, _____, _____,
_____, _____, _____, _____,
_____, _____, _____, _____,
(List Addendum Number(s) received above)

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.

Category	Rate	Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Measure and Level the foundation and provide all materials and labor to level the foundation at the Durant State Fish Hatchery in Caddo, Ok.	Bid as Total Project Cost		\$
American made brand or comparable Quality.			

Total estimate of contract cost and basis of award:\$

(Insert amount using numbers)

ARTICLE 4: Alternate(s):

Alternate No. 1: N/A

Dollars

(Insert amount using words)

\$ _____ Circle one: ADD DEDUCT
(Insert amount using numbers)

ARTICLE 5: Statements.

3.1 Non-collusion Statement. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that

3.1.1 I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

3.1.2 I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3.1.3 Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- 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, nor
- in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

3.2 I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached

3.3 Business Relationship Statement.

3.3.1 I further certify that the nature of any partnership, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:

(If none, so state; use additional sheet if necessary.)

3.3.2 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 bidding company and any officer or director of the architectural or engineering firm or other party to the project is:

(If none, so state; use additional sheet if necessary.)

3.3.3 And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:

(If none of the business relationships herein above mentioned exist, then a statement to that effect. Use additional sheet if necessary.)

BIDDER:

If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

I solemnly swear or affirm, under penalty of perjury, that the foregoing is true and correct.

(Bidder Signature)

(Bidder Printed Name)

(Bidder Printed Title)

(Date)

SCOPE OF WORK

Measure and Level Foundation with Materials and Labor at the Durant State Fish Hatchery in Caddo, Ok.

1. GENERAL REQUIREMENTS

The building will need to be measured to determine where and how much leveling will need to take place. All supplies and labor should be included in the bid response.

As required by Section 70914 of the infrastructure Investment and Jobs Act (BABA - Buy America Build America Act. Pub. L. 117-58) the successful Contractor must sign and return Attachment A with their bid certifying that they are compliant with all Buy America Requirements.

Bidder must provide a written solution within the bid response and to level the foundation of the office building. Measurements of the building and foundation are needed. A cost effective solution should be provided before work will take place. The foundation should be leveled, so as to prevent any further settling and damage to the building.

Project must be completed by **March 1, 2025** or shortly thereafter for the work to be completed.

Building foundation should be leveled repairing any current foundation leaks.

Contract will be awarded to one vendor. Vendor must supply all equipment listed on this contract.

The contract will be issued by the Office of Management and Enterprise Services, Construction and Properties Division (OMES/CAP). The Contractor shall not begin work until the contract is in place and written notice to proceed has been issued by OMES/CAP.

Bids are invited as stated on the solicitation cover sheet and must be returned by the date and time specified. Late bids will not be considered. All bids must be accompanied by the Affidavit, attached.

Insurance: The successful bidder will be required to provide certificates of insurance for general liability, vehicles and worker compensation in the amounts specified in the contract (attached) immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof of insurance.

Basis of Contract: The determination of the Lowest Responsible Bidder will be made based on the lowest, total project cost, along with proposed time to complete the work. Failure to submit a complete bid, inclusive of affidavits and requested information, may disqualify the bidder. ODWC reserves the right to make any inquiries to insure that the lowest bidder is actually able to complete the work in a satisfactory manner.

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Terms and conditions: As stated in the contract.

This is a **NO** bid bond for this project.

Change Orders: Changes in the work shall not be undertaken without prior written authorization. Field personnel are not authorized to modify the scope of work in any way or to issue change orders to this contract. Contractor shall submit a written request for a proposed change, the reason for the proposed change and the increase or decrease in price and time required as a result of the change. Cumulative changes that exceed the original contract price by more than 15% are prohibited by Oklahoma law.

Invoicing and Project Communication: 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:

Stacey Priest
Durant State Fish Hatchery
2021 Caddo Hwy
Caddo, OK 74729

2. EXECUTION

Scheduling: Provide Agency Representative with proposed work schedule prior to beginning work.

Travel: Operator will not be compensated for travel to and from work 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 direct your questions in writing to the following CPO, email: susan.mecham@odwc.ok.gov by Monday, February 13th, 2025 by 10:00AM, the last day for questions, Central Standard Time. No questions will be taken by phone, all questions must be in writing only.

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

OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION (ODWC)

SUPPLEMENT TO GENERAL CONDITIONS OF THE CONTRACT: [General Conditions of the Contract](#)

DOMESTIC PROCUREMENT REQUIREMENTS FOR INFRASTRUCTURE PROJECTS THAT ARE FUNDED IN WHOLE OR
IN PART BY FEDERAL FUNDS UNDER BUY AMERICA BUILD AMERICA

As required by Section 70914 of the Infrastructure Investment and Jobs Act ([BUY AMERICA BUILD AMERICA ACT Pub. L. 117-58](#)) and related statutes and regulations, on or after May 14, 2022, the funds under a federal award for infrastructure projects must not be obligated unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. If any part of the project is funded by a federal award, then the entire project must meet the Buy America Build America provisions. This requirement is hereby expressly and formally incorporated into ODWC's *General Conditions of the Contract*, any contract that ODWC is party hereto and into all ODWC subawards under this program, including all contracts and purchase orders for work or products.

I. REQUIRED USE.

A. Steel and Iron Products:

All iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, must have occurred in the United States. This includes the processes of epoxy coating, galvanizing, painting, or applying any other coating that protects or enhances the value of the coated material and that are permanently incorporated into the completed project. The Contractor shall provide certification that the steel/iron is domestically produced.

B. Manufactured Projects:

All manufactured products used in the projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The Contractor shall provide certification that the construction materials defined under BABA are domestically produced.

C. Construction Materials:

All construction materials used in the project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. This includes the components of the manufactured product, which must also be mined, produced, or manufactured in the United States.

II. BIDDER/OFFEROR AND CONTRACTOR OBLIGATIONS.

A. Required Certifications:

At the outset, the Bidder or Offeror must submit a certification of assurance of compliance with BABA, attached hereto as Exhibit A. After work is completed on the project, the Contractor must

submit an additional certification to ODWC with the following information, also reflected in Exhibit B:

"I hereby certify that all construction materials furnished to the Oklahoma Department of Wildlife Conservation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of five (5) years after project completion."

B. Assumption of Risk:

The Contractor assumes the risk of including any foreign materials that are not exempt from this requirement, including iron or steel. ODWC may request to review the Contractor's supporting documentation to verify compliance with BABA at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the BABA provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to ODWC that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials may be considered unacceptable and must be replaced by the Contractor at no cost to ODWC. The Contractor shall not anticipate that any BABA preference provisions will be waived.

C. Removal Due to Non-Compliance:

The Contractor has the obligation to remove and replace non-BABA compliant material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-compliant material. The Contractor shall provide certification that all materials defined under BABA are domestically produced.

More information on BABA requirements may be found here: [BABA - Federal Financial Assistance](#).

More information on BABA requirements for projects funded directly under the DOI may be found here: [USFWS Award Terms and Conditions May 14, 2022](#) and ["Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#).

Attachment A

BUY AMERICA BUILD AMERICA CERTIFICATION

Procurement of Steel, Iron, or Manufactured Products, and Construction Materials

Instructions: BIDDER or OFFEROR shall complete the Buy America Certification below. BIDDER or OFFEROR shall certify that it will either comply or that it cannot comply with requirements (only sign one, not both). This Certification MUST BE submitted with the Bidder's or Offeror's response.

.....

PROJECT: _____

Certificate of Compliance with Buy America Requirements

The BIDDER or OFFEROR certifies that it will comply with the requirements of ODWC's Supplement to General Conditions of the Contract, Public Law 117-58 and related statutes and regulations:

Date_____

Signature_____

Company_____

Name_____

Title_____

.....

Certificate of Non-Compliance with Buy America Requirements

The BIDDER or OFFEROR certifies that it cannot comply with the requirements ODWC's Supplement to General Conditions of the Contract, Public Law 117-58 and related statutes and regulations:

Date_____

Signature_____

Company_____

Name_____

Title_____

Attachment B

BUY AMERICA BUILD AMERICA CERTIFICATION

Procurement of Steel, Iron, or Manufactured Products, and Construction Materials

Instructions: CONTRACTOR shall complete the Buy America Certification below.

.....

PROJECT: _____

I hereby certify that all construction materials furnished to the Oklahoma Department of Wildlife Conservation for the construction of the above referenced project that are required to be compliant with the Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of five (5) years after project completion.

I fully acknowledge that I have the obligation to remove and replace non-BABA compliant material unless a waiver is granted for the use. I further acknowledge that no claims for contract adjustment (additional time, money, or both) will be made because of the non-compliant material. It is my obligation to provide certification that all materials defined under BABA are domestically produced.

Date _____

Signature _____

Company _____

Name _____

Title _____



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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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



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.

DATED this _____ day of [Select] _____ in the year 20____.

BETWEEN THE OWNER:

State of Oklahoma
OMES/CAM/DRES Construction and Properties
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

PROJECT:

(CAP Project Number)

(CAP Project Name)

(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)

(Email)

(Telephone Number)

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)