

Oklahoma Department of Wildlife Conservation - Adminstration - Accounting

#### DATE OF SOLICITATION made as of the 3rd day of March in the year 2025.

Solicitation Information: **Using Agency Information: Oklahoma Department of Wildlife** Solicitation Number: 009A Using Agency Name: Conservation Upgrade Electrical Components at South **Audrey Mimbs** Project Name: Point of Contact: Central Region Fisheries Shop Building Address: 2021 Caddo Hwy Mailing Address: PO Box 53465 City ZIP: Caddo, OK 72729 City, ST Zip: Oklahoma City, Oklahoma 73152 Delivery Address: 1801 North Lincoln Boulevard City, ST Zip: Oklahoma City, Oklahoma 73105 Phone: 405-522-6144 Bids Due: Wednesday, March 26, 2025 at 3:00 PM CST. Email: Audrey.mimbs@odwc.ok.gov

The <u>Oklahoma Department of Wildlife Conservation</u> 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 the 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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	<ul> <li>Supplier Insurance: General</li> <li>Comply with the Federal Pressure</li> </ul>	al Liability Insurance and	Workers Co	mpensation or Exempt	ion.	
Tο·	Oklahoma Department of V		From:	•	у when аррноаме.	_
	Accounting Department 1801 N. Lincoln Blvd.	viidine Gonsei vanon	110111.	(Firm Name)		
	Oklahoma City, OK 73105 ATTN: Audrey Mimbs			(Address)		
	RE: Solicitation Number:	009A		(Address)		
		-				
			,	(City/State/Zip)		
			,	(Telephone No.)	(EIN/TIN No.)	_
	, (List Addendum Number(s) received	ahove)				
	(List Addendam Namber(s) received	above)		(Email Address)		—
<b>1.2</b> that	In submitting the bid, it is und	lerstood that the right is	reserved by	the State of Oklahoma	essary for the sums listed herein. to reject any and all bids, and it is agre Work is to start within ten (10) days aft	
1.3	If awarded the project: (Indicate applicable response  ☐ We propose to complete the			_ calendar days from t	ne date of receipt of the Notice to Procee	∍d.
2.1	TICLE 2: Compliance. The Bidder certifies that: 2.1.1 they are an Equal Emp practices;	oloyment Opportunity En	nployer and th	nat they do not discrimi	nate in any of their business or employme	nt
		tion Act of 2007 and pa			omply with the provisions of the Oklahon system. The Status Verification System	
	2.1.3 they will comply with	the laws relating to p	oublic constru	uction in the Oklahom	a Statutes (Title 61) and the Oklahon	na

## ARTICLE 3: Bid Proposal:

Oklahoma.

Administrative Code (Section 260, Chapter 65); and

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.

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

	Dollars
(Insert amount using words)	
X	
(Insert amount using numbers)	
ARTICLE 4. Chatamanta	
	npetitive bid for a public construction contract, the undersigned, being first dul
among bidders and between bidders and state official	, the bidder submitting the for the purpose of certifying the facts pertaining to the existence of collusion is or employees, as well as facts pertaining to the giving or offering of things of consideration in the letting of any contract pursuant to the bid to which this
statement is attached; 4.1.2 I am fully aware of the facts and circumstance have been personally and directly involved in the process.	es surrounding the making of the bid to which this statement is attached and ceedings leading to the submission of such bid; and
	idder's direction or control has been a party: estraint of freedom of competition by agreement to bid at a fixed price or t
refrain from bidding,  b. to any collusion with any state officia  to any other terms of such prospectiv	al or employee as to quantity, quality or price in the prospective contract, or a
	and any state official concerning exchange of money or other thing of value fo
<b>4.2</b> I certify, if awarded the contract, whether competitive direction or control has paid, given or donated or agreed to	vely bid or not, neither the contractor nor anyone subject to the contractor' o pay, give or donate to any officer or employee of the State of Oklahoma an in procuring the contract to which this statement is attached
	ship, joint venture or other business relationships presently in effect or whic tement with the Architect, Engineer, or other party of the project is:
(If none, so state; use additional sheet if necessary.)	
	in effect or which existed within one (1) year prior to the date of this statemer ny and any officer or director of the architectural or engineering firm or othe
(If none, so state; use additional sheet if necessary.)	
4.3.3 And that the names of all persons having any companies or firms are:	such business relationships and the positions they hold with their respective
BIDDER:	
If awarded a contract, the bidder affirms that the work wil invoices submitted for payment will reflect a true and accu	Il be carried out in conformance with the contract requirements and that all trate accounting of the work completed.
I solemnly swear or affirm, under penalty of perjury, that th	ne foregoing is true and correct.
(Bidder Signature)	(Bidder Printed Name)
(Bidder Signature) (Bidder Printed Title)	(Bidder Printed Name)  (Date)

#### SCOPE OF WORK

## **Services – Upgrade Electrical Components**

# South Central Region Fisheries Shop Building 2021 Caddo Hwy, Caddo OK 74729

#### 1. GENERAL REQUIREMENTS

The proposed is a turnkey project to update electrical components in existing shop building to include new breaker panel and breakers, lighting, plugs, and switches. Attached schematic provides building and room dimensions as well as where components are located. Power comes into the building as 3 phases but can be stepped down to single phase panel (drop high leg). Contractor may use existing conduits where present and retain identified (see schematic) plugs/switches if deemed up-to-code and more convenient and/or cost effective (see schematic, KP). Contractor is responsible for determining which components and wiring are up-to-code, safe, and sufficient for the intended use. The contractor will supply and install all components necessary for this project. Panel needs to be a minimum of 200Amp, 40 circuit. New components will include a total of fourteen (14) TS LED light fixtures (4 bulb), seven (7) outdoor overhead lights above doors, eighteen (18) duplex plugs, two (2) GFI switches, ten (10) switches, and metal conduit as needed. The Contractor is required to make site visit prior to submitting bid. All components must comply with the Federal Build American Buy America Act utilizing components built or manufactured in the United States. Work should be completed by June 15, 2025.

<u>Contract Specifications</u>: Contractor Is to provide all labor and needed equipment to complete the work as required.

The Contractor is required to make a site visit prior to submitting bid. Please contact Matt Mauck to arrange a date and time:

Site Location: 2021 Caddo HWY, Caddo, OK 74701

Local Contact: Matt Mauck, Regional Fisheries Supervisor 580-924-4087

The contract will be awarded to one vendor. If the 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. **The job must be completed before June 15, 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.

<u>Basis of Contract</u>: 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.

The contract will be issued by the Office of Management and Enterprise Services. Construction and Properties Division (OMES/CAP). The contract is in place and written notice to proceed has been issued by OMES/CAP.

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, including the attached Form G109, Affidavit for Payment, shall be sent to the Agency Representative at the following address and attention:

South Central Region Fisheries

Matt Mauch

2021 Caddo Hwy

Caddo, OK 74729

#### **EXECUTION**

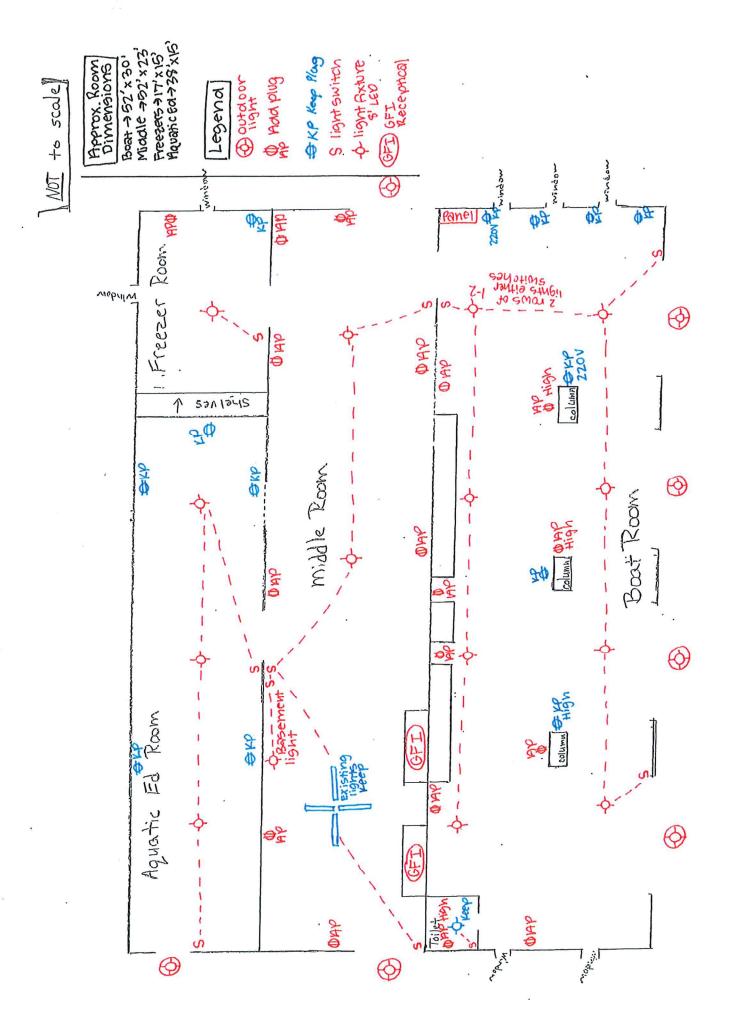
**Scheduling**; Provide Agency Representative with proposed work schedule prior to beginning work.

**Travel**: Operator (s) will not be compensated for travel to and from sites.

<u>Closeout:</u> 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, March 12, 2025, 4:30PM CST. No questions will be taken by phone, all questions must be in writing only:

Audrey.mimbs@owdc.ok.gov



#### 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. <u>After</u> 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: <u>USFWS Award Terms and Conditions May 14, 2022</u> and <u>"Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.</u>

### 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 <u>Compliance</u> 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 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.
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)

ı	ie terms and conditions of the policy, certain policies may require an er ertificate holder in lieu of such endorsement(s).	naorsen	ient. A stat	ement on thi	s certificate does not co	nter ri	gnts to tne	
PRODUCER			CONTACT NAME:					
		PHONE FAX (A/C, No, Ext): (A/C, No):						
		E-MAIL ADDRES	-MAIL					
		INSURER(S) AFFOI			RDING COVERAGE		NAIC#	
		INSURER A :						
INSU	RED	INSURER B:						
		INSURER C:						
		INSURER D:						
		INSURER	RE:					
		INSURER	RF:					
CO	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	s		
	GENERAL LIABILITY				EACH OCCURRENCE	\$		
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED 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- JECT LOC					\$		
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$		
	ANY AUTO				BODILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED AUTOS AUTOS				, ,	\$		
	HIRED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$		
						\$		
	UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE	-			AGGREGATE	\$		
	DED RETENTION\$				WO STATU STU	\$		
	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				E.L. DISEASE - EA EMPLOYEE	\$		
	DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks	Schedule,	if more space is	required)				
<u> </u>								
CEI	RTIFICATE HOLDER	<u>CANC</u>	ELLATION					
	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. 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) (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)