

Oklahoma Department of Wildlife Conservation - Adminstration - Accounting

DATE OF SOLICITATION made as of the 18th day of April in the year 2025.

Solicitation Information:			Using Agency Information:			
Solicitation Number: 013A		Using Agency Name		Oklahoma Department of Wildlife Conservation		
Project	Name:	Removal and replacement of (6) Overhead Doors including tracks, spring system and any weather proofing.	Point of	Contact:	Audrey Mimbs	
	Address:	2021 Caddo Hwy	Mailing	Address:	PO Box 53465	
City ZIP		Caddo, OK 74729	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: Thursday, May 8, 2025 at 3:00 PM CST.		Email: Audrey.mimbs@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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	 Supplier Insurance: General Liability Insurance and Wor Comply with the Federal Purchasing Requirement "Build 	kers Co	mpensation or Exemption.			
To:	Oklahoma Department of Wildlife Conservation	From:	, ,			
	Accounting Department 1801 N. Lincoln Blvd. Oklahoma City, OK 73105		(Firm Name)			
	ATTN: Audrey Mimbs		(Address)			
	RE: Solicitation Number: 013A	_	(1.55.555)			
			(City/State/Zip)			
			(Telephone No.)	(EIN/TIN No.)		
			(Telephone No.)	(EIN TIN NO.)		
	, , , , . (List Addendum Number(s) received above)					
			(Email Address)			
1.2 that rece	In submitting the bid, it is understood that the right is reserved this bid may not be withdrawn for a period of thirty (30) day being the project. If awarded the project: (Indicate applicable response and fill in days below)	ved by ys after	the State of Oklahoma to rej the date bids are due. Worl	ect any and all bids, and it is agreed k is to start within ten (10) days after		
4.0-	☐ We propose to complete this work within		_ calendar days from the dat	e of receipt of the Notice to Proceed.		
	TICLE 2: Compliance. The Bidder certifies that: 2.1.1 they are an Equal Employment Opportunity Employe practices;	er and th	nat they do not discriminate in	any of their business or employment		
	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 Administrative Code (Section 260, Chapter 65); and	constru	iction in the Oklahoma Sta	tutes (Title 61) and the Oklahoma		

ARTICLE 3: Bid Proposal:

Oklahoma.

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

(Insert amount using words)	
X	
(Insert amount using numbers)	
ARTICLE 4: Statements	
	competitive bid for a public construction contract, the undersigned, being first dul
sworn, certifies that 4.1.1 I am the duly authorized agent of competitive bid which is attached to this stateme	, the bidder submitting the ent, for the purpose of certifying the facts pertaining to the existence of collusio
among bidders and between bidders and state off value to government personnel in return for spe statement is attached;	ficials or employees, as well as facts pertaining to the giving or offering of things of cial consideration in the letting of any contract pursuant to the bid to which this
4.1.2 I am fully aware of the facts and circumst	rances surrounding the making of the bid to which this statement is attached and proceedings leading to the submission of such bid; and
	in restraint of freedom of competition by agreement to bid at a fixed price or to
	fficial or employee as to quantity, quality or price in the prospective contract, or as sective contract, nor
special consideration in the lettin	
direction or control has paid, given or donated or agre	etitively bid or not, neither the contractor nor anyone subject to the contractor' ed to pay, give or donate to any officer or employee of the State of Oklahoma anythy, in procuring the contract to which this statement is attached
	tnership, joint venture or other business relationships presently in effect or whic statement with the Architect, Engineer, or other party of the project is:
(If none, so state; use additional sheet if necessary.)	
	ently in effect or which existed within one (1) year prior to the date of this statemen mpany and any officer or director of the architectural or engineering firm or othe
(If none, so state; use additional sheet if necessary.)	
•	any such business relationships and the positions they hold with their respective
companies or firms are:	
·	
BIDDER:	k will be carried out in conformance with the contract requirements and that all accurate accounting of the work completed.
BIDDER: f awarded a contract, the bidder affirms that the work	accurate accounting of the work completed.
BIDDER: f awarded a contract, the bidder affirms that the worknooices submitted for payment will reflect a true and a	accurate accounting of the work completed.
BIDDER: f awarded a contract, the bidder affirms that the work nvoices submitted for payment will reflect a true and a solemnly swear or affirm, under penalty of perjury, th	accurate accounting of the work completed. at the foregoing is true and correct.

Scope of Work

Services: Remove and Haul off Old Overhead Doors and install (6) New Uninsulated Overhead Doors

South Central Regional Fisheries Shop Building 2021 Caddo Hwy, Caddo, OK 7729

General Requirements:

The proposed Is a turnkey project to remove and hauloff old overhead doors including tracks and springs, and install 6 new uninsulated overhead doors including tracks, spring system, and any weather proofing. Existing building construction Is cement and block brick.

Must provide correct sizes:

- 2. doors are 9'2"wide x 10'tall (located on sides of building)
- 4 doors are 10'2"wide x10'tall (located on front of building)

Must use 24 gauge or stronger ribbed steel sections white in color. Must have full glass in third panel of each door. Must fasten all mounting points to concrete. Must install commercial grade hardware, track, and spring line. Must use 14-gauge angle iron or above for back hangers. Should select a door with a similar appearance as pictured below and white in color.

Non-Mandatory Pre-Bid Meeting:

Bidders may make a site visit prior to bidding by contacting Matt Mauck to arrange a date and time.

Matt Mauck, Regional Fisheries Supervisor (580-924-4087)

Site Location: 2021 Caddo HWY, Caddo, OK 74729

Existing building photo for door reference: front elevation



Work should be completed by June 30, 2025.

Please note that this will be awarded as a Binding Contract.

Contract will be awarded to one contractor only. If the contractor is awarded multiple ODWC projects, the contractor must be capable of completing each project simultaneously.

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

<u>Insurance:</u> The successful bidder will be required to provide certificates of insurance for general liability, vehicles and work compensation 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 bid submitted.

The Owner 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 contractor shall not begin work until the contract is in place and written notice to proceed has been issued by OMES/CAP.

Terms and Conditions: As stated in the contract.

Change Order: This will be a Binding Contract.

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:

South Central Regional Fisheries Attn: Matt Mauck 2021 Caddo Hwy Caddo, OK 74729

EXECUTION:

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

Travel: Operator will not be compensated for travel to and from sites, any corrective work as directed.

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 Friday, May 2, 2025, 4:30PM CST. No questions will be answered by phone, all questions must be in writing only:

Audrey.mimbs@owdc.ok.gov

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. <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 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 Wildlif Conservation for the construction of the above referenced project that are required to be compliant wit the Build America Buy America Act have been produced in the United States of America as defined b §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 192021). 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 (additionatime, money, or both) will be made because of the non-compliant material. It is my obligation to provid 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).						
	DUCER	CONTACT NAME:					
		PHONE (A/C, No, Ext):		FAX (A/C, No):			
		E-MAIL ADDRESS:					
		IN:	SURER(S) AFFOR	RDING COVERAGE	NAIC#		
		INSURER A:					
INSU	RED	INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E :					
		INSURER F:					
	VERAGES CERTIFICATE NUMBER:			REVISION NUMBER:			
IN CI E)	HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVIDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD XCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPECT TO	O WHICH THIS		
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 \$			
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks	Schedule, if more space i	s required)				
CERTIFICATE HOLDER CANCELLATION							
		- 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					
		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)