

Oklahoma Department of Wildlife Conservation - Adminstration - Accounting

DATE OF SOLICITATION made as of the 19th day of <u>August</u> in the year 2025.

Solicitation Information: Using Agency Information: Solicitation Number: 018S Using Agency Name: Oklahoma Department of Wildlife Conservation Hulah Wildlife Management Area Project Name: (WMA) for a Steel Pole Barn Building --Point of Contact: Susan Mecham Turnkey Building Construction Mailing Address: PO Box 53465 44174 State Hwy 99 Address: City ZIP: Pawhuska, OK 74056 City, ST Zip: Oklahoma City, Oklahoma 73152 Delivery Address: 1801 North Lincoln Boulevard City, ST Zip: Oklahoma City, Oklahoma 73105 Phone: 405-522-6137 Bids Due: Tuesday, September 23rd, 2025 at 3:00 PM. Email: susan.mecham@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 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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- 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 	l Americ	<u>a Buy America″ (BABA) when a</u>	applicable.
To:	Oklahoma Department of Wildlife Conservation	From:		
	Accounting Department		(Firm Name)	
	1801 N. Lincoln Blvd.			
	Oklahoma City, OK 73105 ATTN:			
	Susan Mecham		(Address)	
	RE: Solicitation Number: 018S			
			(City/State/Zip)	
			(Telephone No.)	(EIN/TIN No.)
	(List Addendum Number(s) received above)			
			(Email Address)	
1.1	ICLE 1: General. The undersigned, being familiar with the local conditions affective provisions thereof, hereby proposes to furnish all labor			

- <u>4</u>
- 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:

	may not reflect actual contr	ract usage. The State will	a comparative basis for contract award. The only assign work based upon need and nder the contract.
Category			<u>V[œ</u> #ÁAmount (UXÒÜŒŠŠÁÚÜÕÕÒ)
Hulah Wildlife Manage- { ^} o'Œ^æ'Q' T Œ'Steel Pole Barn BuildingTurnkey Building Construction			\$
	Total estimate of contract c		
	in one lump sum - Overall F	<u> </u>	sert amount using numbers)
sworn, certifies that 4.1.1 I am the duly author competitive bid which is attal among bidders and between value to government persons statement is attached; 4.1.2 I am fully aware of the have been personally and dir 4.1.3 Neither the bidder nor a. to any colluster refrain from b. to any colluste to any other c. in any discussive special consistency or control has paid, given money or other thing of value, either that the state of the control of t	ched to this statement, for bidders and state officials on the in return for special content in return for such prospective of side in the side in rest bidding, sion with any state official of terms of such prospective of side in the letting of a content in the letting	the purpose of certifying or employees, as well as for employees, as well as for ensideration in the letting surrounding the making of edings leading to the submitterist direction or control hattraint of freedom of comportering the edition of the	as been a party: Detition by agreement to bid at a fixed price or to A, quality or price in the prospective contract, or as This properties of money or other thing of value for Contractor nor anyone subject to the contractor's This properties of the State of Oklahoma any
(If none, so state; use addition	nal sheet if necessary.)		
			thin one (1) year prior to the date of this statemen or of the architectural or engineering firm or othe
(If none, so state; use addition 4.3.3 And that the names of companies or firms are:		uch business relationships	s and the positions they hold with their respective
BIDDER: If awarded a contract, the bidder invoices submitted for payment with the state of the			ance with the contract requirements and that all completed.
I solemnly swear or affirm, under	penalty of perjury, that the f	foregoing is true and corre	ect.
(Bidder Signature)		(Bidder Printed Name)	

(Bidder Printed Title)	(Date)

SCOPE OF WORK

Equipment & Labor - Cedar cutting

Turnkey building construction 25x140x12 steel building on Hulah Wildlife Management Area (WMA) in Osage County, Ok.

1. GENERAL REQUIREMENTS

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.

The proposed contract is for turnkey building construction of a 25x140x12 steel three-sided building. Which will include land clearing, material purchase, setting supporting cement columns and erecting of building.

Building spec's, Width 25 ft. length 140 ft. front and back eave 12 ft. roof pitch 2.0:12, Bay spacing 7 at 20, frame rigid, 26 GA panels and trim, Supporting cement columns 24 inch diameter by 48 inches depth minimum, 20 total columns. Design loads and codes are on attached to be followed, Panel and trim are to be sturdiRib superspanX 26 gauge, panel color Surf sand, trim color cool white.

Preliminary Drawings attached.

The project will take place at one location on Hulah WMA HQ. 44174 State Hwy 99 Pawhuska, OK. 74056.

Vendor is to provide all labor, materials and equipment to complete the work as required. All work will be done as directed by the ODWC area Biologist. Project must be completed by March 1, 2026.

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.

<u>Insurance</u>: 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.

Mandatory Pre-bid Meeting: September 9th 2025, at 10:00AM, Central Time, onsite location (44174 state Hwy 99, Pawhuska Ok. 74056) with John Rempe.

<u>Basis of Contract</u>: The determination of the Lowest Responsible Bidder will be made based on the lowest price, as of a bid response of one lump sum price, 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.

<u>Terms and conditions</u>: As stated in the contract.

<u>Change Orders</u>: 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.

<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:

John Rempe 44174 State Hwy 99 Pawhuska , OK 74056 918-629-5108

2. EXECUTION

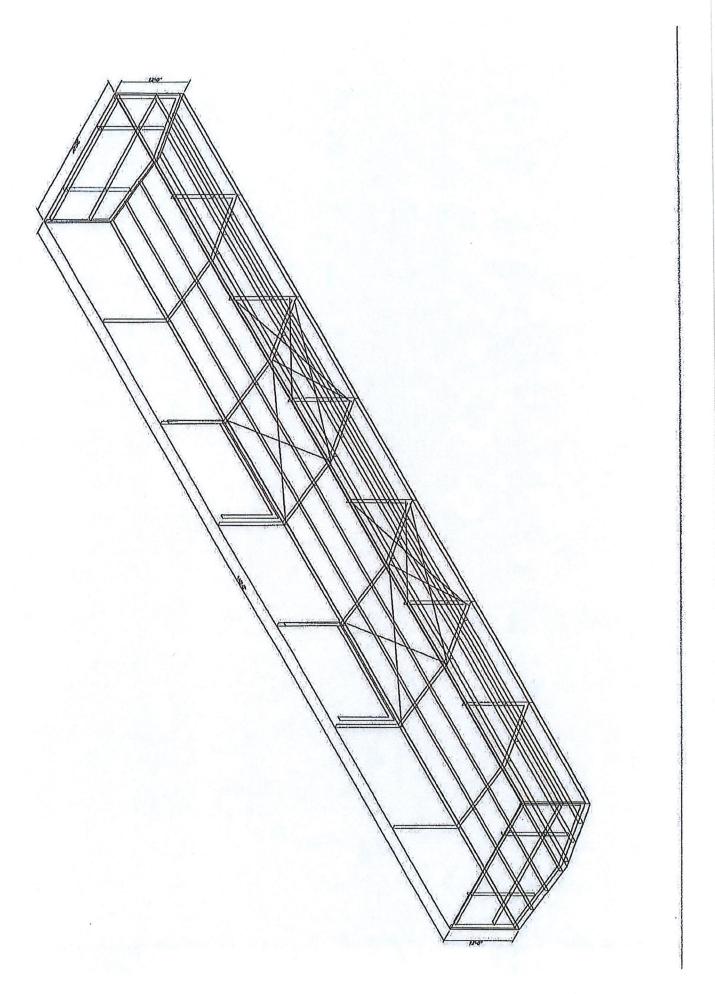
Scheduling: Provide Agency Representative with proposed work schedule prior to beginning work.

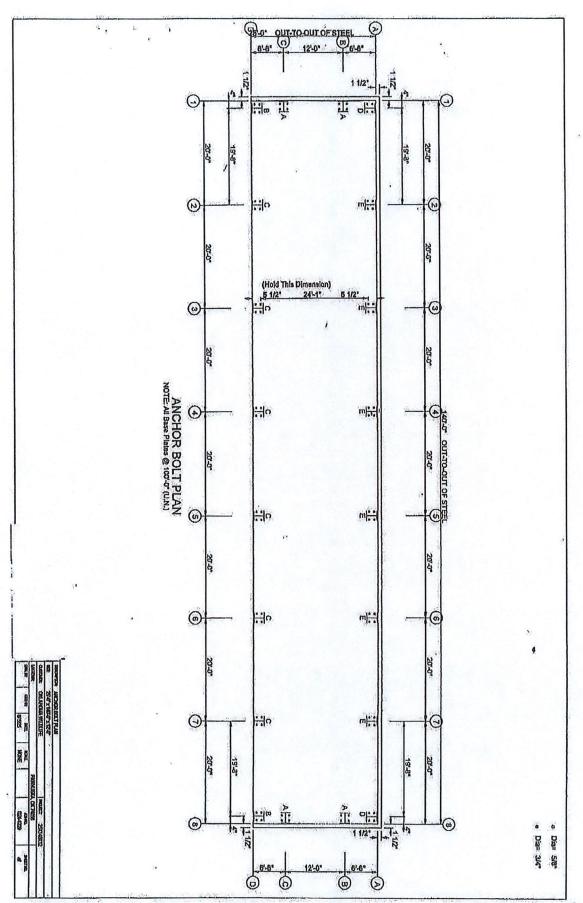
Travel: Operator will not be compensated for travel to and from work sites.

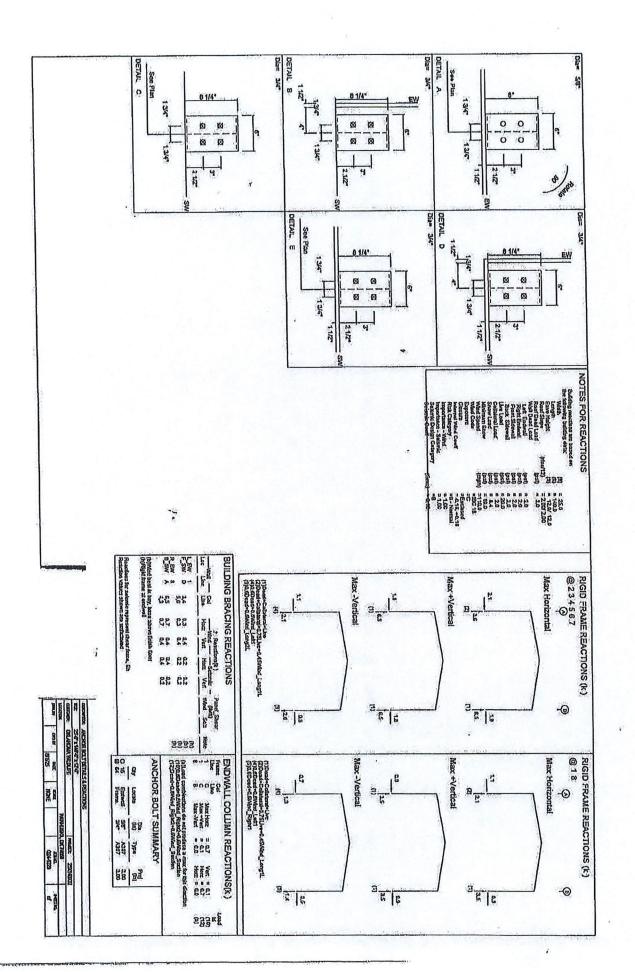
<u>Closeout</u>: At completion of the work, conduct final inspection with Agency Representative. Complete any corrective work as directed.

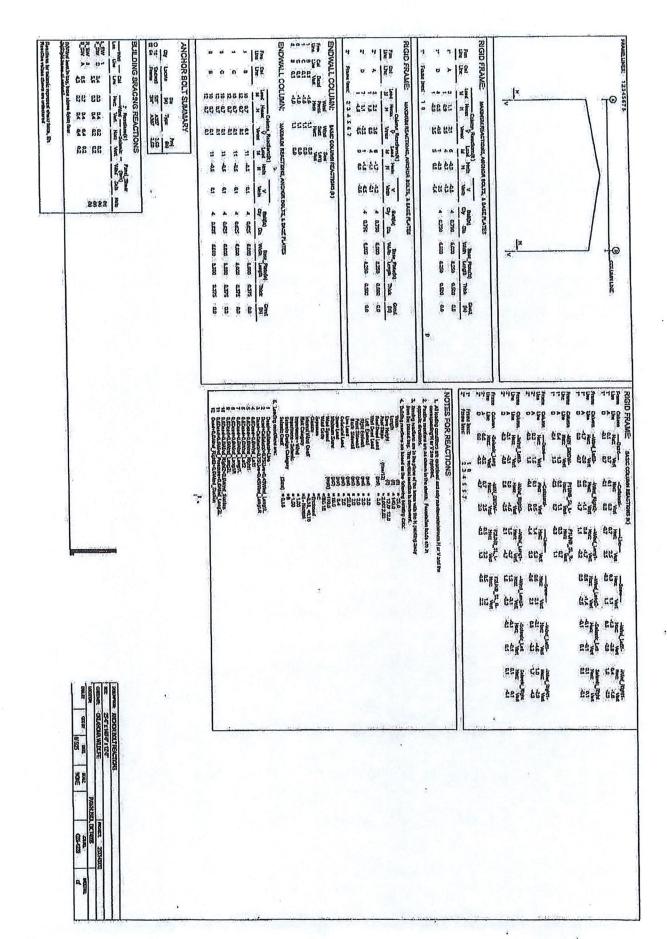
For questions during the bid process direct your questions in writing to the following CPO, email: susan.mecham@odwc.ok.gov by September 10th 2025 by 10:00AM, as the last day for vendor's questions, Central Standard Time. No questions will be taken by phone, all questions must be in writing only.

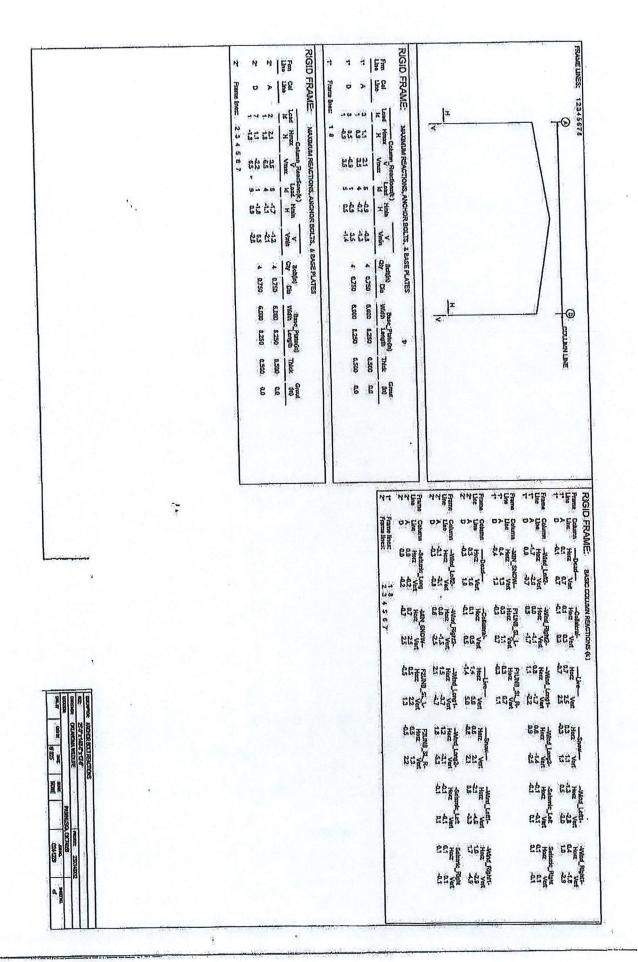
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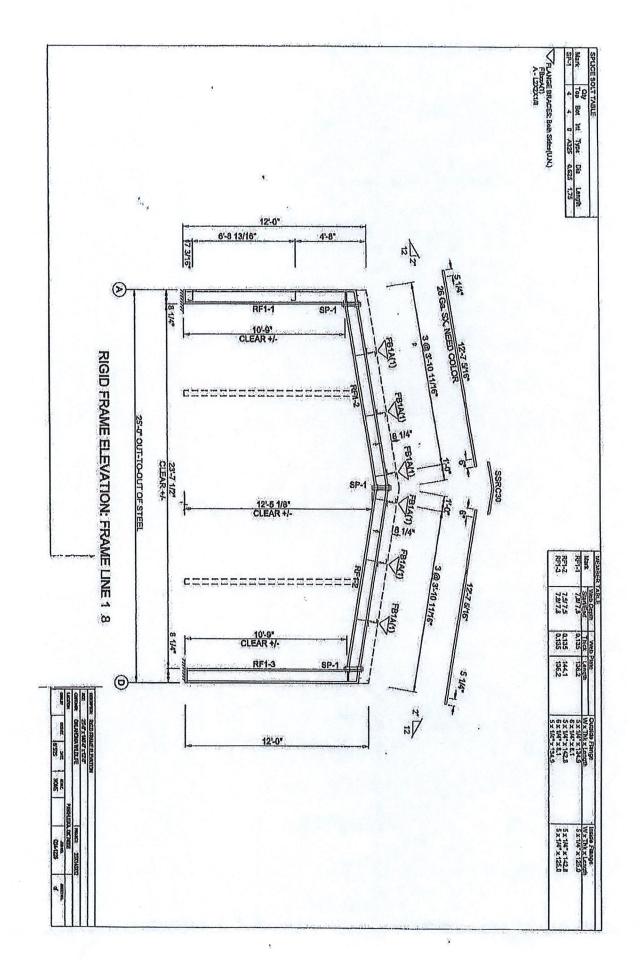
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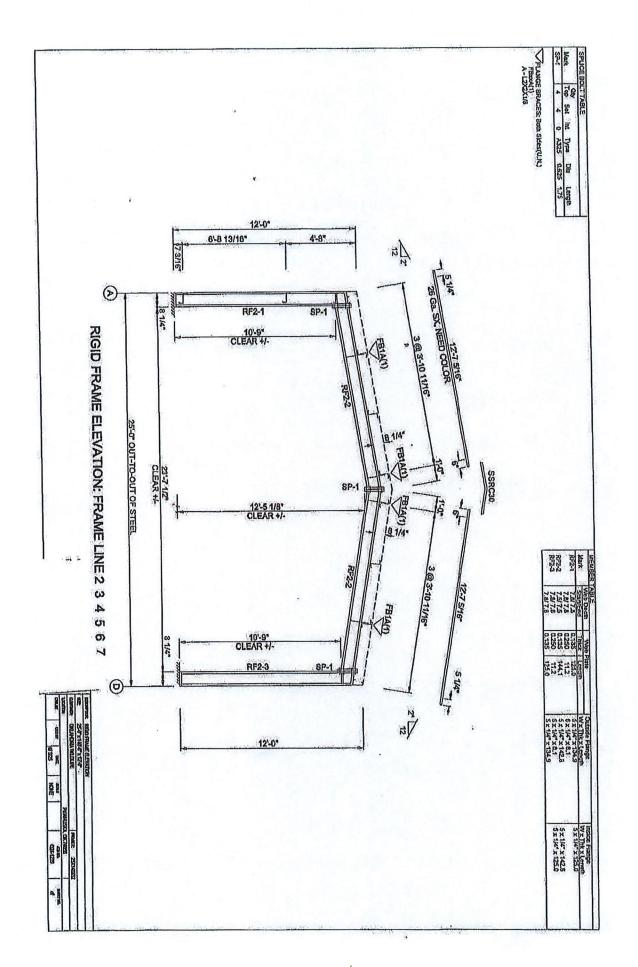
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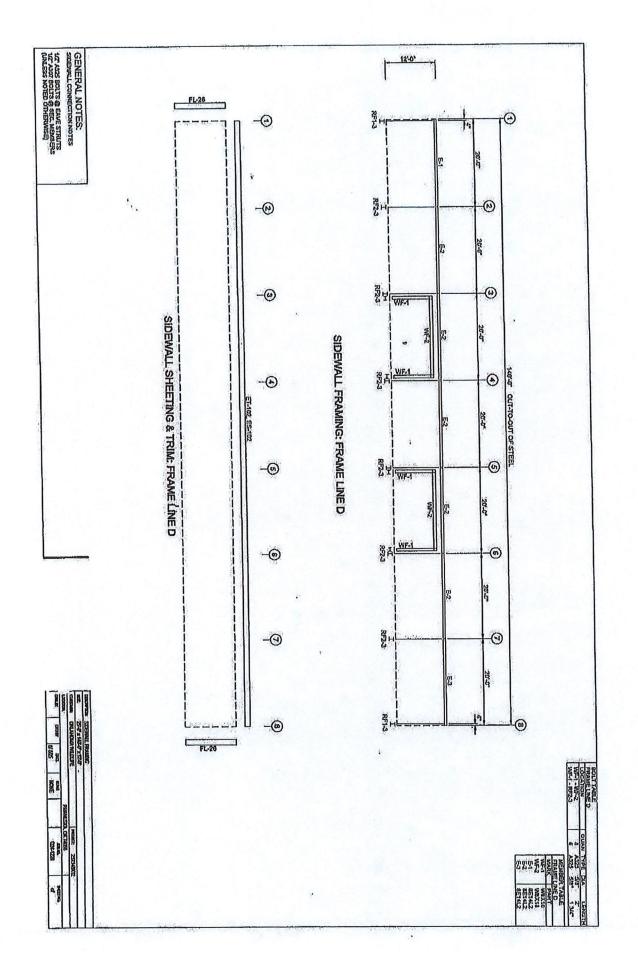
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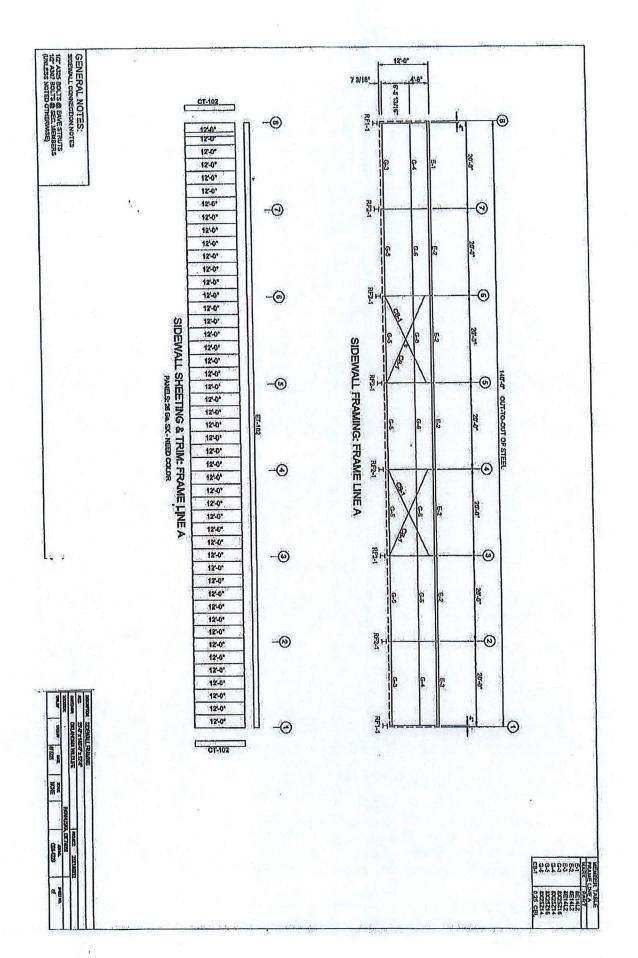
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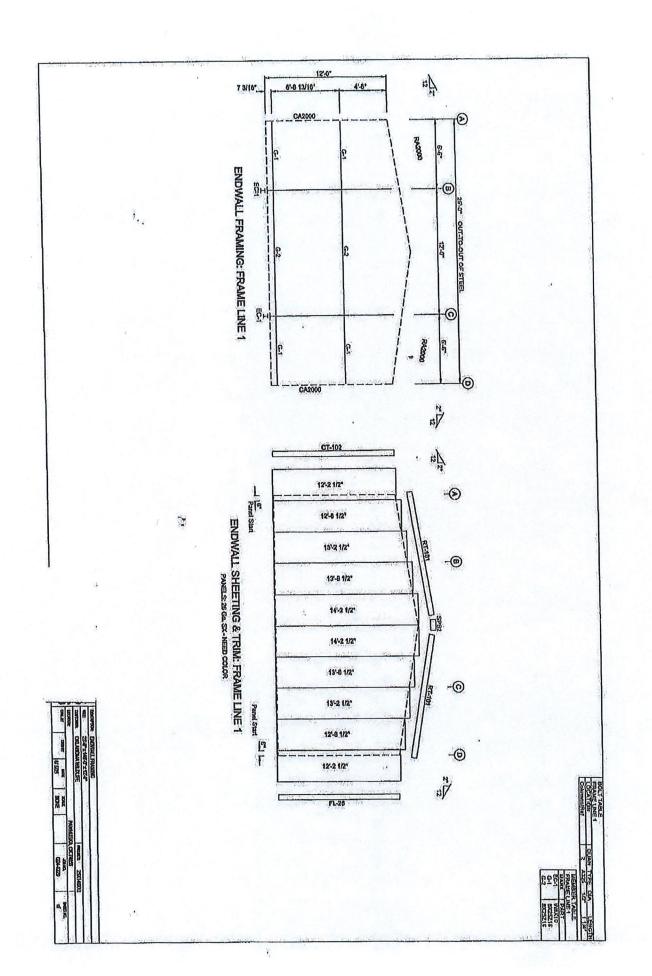


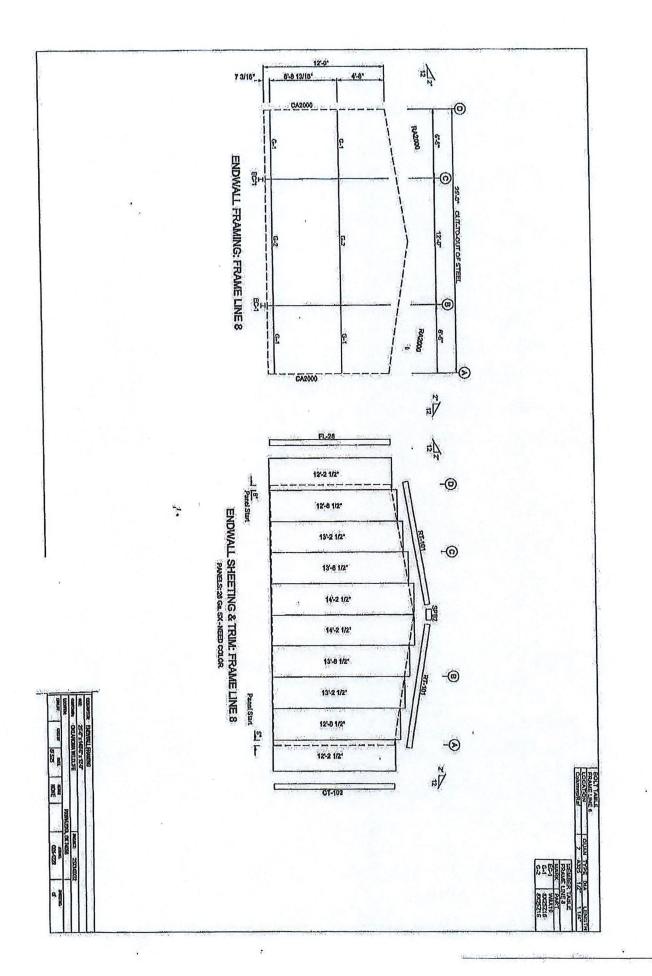


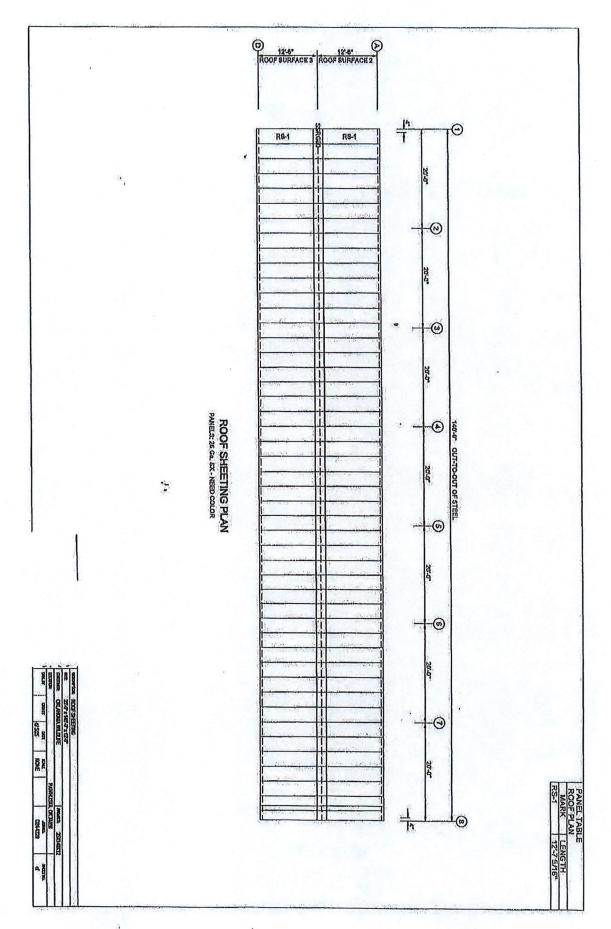
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OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION (ODWC)

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 (<u>BUY AMERICA BUILD AMERICA ACT Pub. L. 117-58</u>) 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. <u>If any part of the project is funded by a federal award, then the entire project must meet the Buy America Build America provisions</u>. 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						
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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 (additiona 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
Titla



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).

	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:							
THOUSEN			PHONE FAX							
			E-MAIL	(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:						
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA' INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE					OF ANY ED BY	CONTRACT THE POLICIES REDUCED BY	THE INSURE OR OTHER D S DESCRIBED PAID CLAIMS	D NAMED ABOVE FOR THE OCCUMENT WITH RESPECT O HEREIN IS SUBJECT TO	TO W	HICH THIS
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	CLAIMS-MADE OCCUR									
								PERSONAL & ADV INJURY \$	6	
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	POLICY PRO- JECT LOC							\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$	3	
	ANY AUTO							BODILY INJURY (Per person) \$		
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$	3	
	HIRED AUTOS NON-OWNED AUTOS		'					PROPERTY DAMAGE (Per accident) \$	3	
	AUTOS					Ť		\$	3	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	5	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	6	
	DED RETENTION\$							\$	6	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT \$	6			
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$	6			
	If yes, describe under DESCRIPTION OF OPERATIONS below	\						E.L. DISEASE - POLICY LIMIT \$	6	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
CF	RTIFICATE HOLDER				CANC	ELLATION				
<u> </u>		: \ \ / '	1 411:0	. Conservat!	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. day of [Select] in the year 20___. DATED this 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) (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)