The Oklahoma Department of Public Safety
Procurement Division

3600 N Martin Luther King Blvd, Oklahoma City, OK 73111
Phone 405-425-2172 Fax 405-425-2022

Bid Solicitation

Date: **06.04.15** Agency Solicitation Number: **2501701**

Project Name: GENERATOR MOVE - TROOP C

Project Location: **SEE STATEMENT OF WORK FOR DETAILS** DPS Buyer: Theresa Dunn 405-425-7609

The Oklahoma Department of Public Safety is inviting written bids for all labor and materials described by this solicitation.

Bids will be accepted until Date: **July 1, 2015** Time: **1:30 PM** **Late Bids will not be accepted.**

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

Do not submit bids by fax or electronically.

It is the bidder's responsibility to insure that Bids are received by DPS's Procurement Office (via delivery directly to the DPS Procurement Dept) on or before the posted bid closing date and time. Under no circumstances will DPS be responsible for vendors', U. S. Mail's or special courier's failure to make timely delivery of the bid response. Official time/date stamp within the DPS Procurement office is the Official Time of the bid's delivery and DPS's receipt thereof.

The envelope containing your Bid response is to be annotated on the outside front lower left hand corner of the envelope with the Agency Solicitation Number, closing date and time. If the Bid is mailed by special courier (FedEx, UPS, USPS Priority Mail) then the Bid response must be enclosed in a separate appropriately marked envelope within the courier's packaging. Failure to provide this information on the envelope may result in the bid not being considered.

ALL SEALED BIDS MUST BE RECEIVED AT THE FOLLOWING LOCATION:

Agency/Department: The Oklahoma Department of Public Safety / Procurement
Mailing/Delivery Address: 3600 N MARTIN LUTHER KING, OKC, OK 73111
Telephone: 405-425-2172
Fax: 405-425-2022

All ITB questions must be emailed to the following email address: biddps@dps.state.ok.us

The requirements of the proposed contract for construction are described within this Solicitation, and the Solicitation will become a part of any resultant Contract. The issuance of this Solicitation does not guarantee that the State of Oklahoma will enter into a contract and the State reserves the right to reject any and all bids.

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

- Bid Form: Submit your Bid using the form provided.
- Statutory Bid Affidavit: Complete this affidavit and return with your Bid.
- Agreement Between Owner and Contractor: This is the contract that will be used.
- Invoice Affidavit for Construction: After contract award, this document must be submitted with the Contractor's Invoice for Payment
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.

A non-mandatory pre-bid walk-through **Will** be held. The walk-through is scheduled for Date: June 19, 2015 Time: 11:00am.
OR Bidder may contact the Agency Contact listed above to arrange for a site visit.

If the Bidder has any questions about this Solicitation, please contact the 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 Oklahoma Department of Central Services, Construction and Properties Division.

The Oklahoma Department of Public Safety
Procurement Division

3600 N Martin Luther King Blvd, Oklahoma City, OK 73111
Phone 405-425-2172 Fax 405-425-2022

Bid Solicitation

To: Agency Name:
The Oklahoma Department of Public Safety
Division: Procurement
Address: 3600 N Martin Luther King
City-State-Zip: Oklahoma City, OK, 73111

Attn: Theresa Dunn 405-425-7609

RE: Solicitation Number: **2501701**

Project Name: GENERATOR MOVE - TROOP C

Project Location:
SEE STATEMENT OF WORK FOR DETAILS

From:

_____
Firm Name

_____
Address

_____
City/State/Zip

_____ _____
Telephone No. FEI No.

_____
Email Address:

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.
2. By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
3. The bidder also certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, that the use of any tobacco product shall be prohibited 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.
4. In submitting the bid, 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 WORK ORDER or as otherwise provided for in the Solicitation.
5. If awarded a contract, we propose to complete this work within _____ calendar days from the date of receipt of a Notice To Proceed. OR
   If awarded a Contract, we propose to complete the work in (fill in required time frame or completion date): _____.
6. **Bid Proposal:**

   _____ Dollars

   $ _____ (Numbers)
7. **Alternates:**

   Alternate No. 1: [Insert a brief description]-

   _____ Dollars

   $ _____ (Numbers)

Signature _____

Name/Title _____

Date _____

The Oklahoma Department of Public Safety
Procurement Division

3600 N Martin Luther King Blvd, Oklahoma City, OK 73111
Phone 405-425-2172 Fax 405-425-2022

Bid Solicitation

6. Price Schedule: 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
Laborer	_____/per hour	X		Hours	$_____
Markup for Overhead on Parts	_____ %	X	$	=	$_____

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

Signature _____

Name/Title _____

Date _____

State of Oklahoma
Department of Central Services
Construction and Properties

Bid Affidavit

DCS/CAP FORM – A100A – BID AFFIDAVIT (07/2009)
PAGE 1

In accordance with 61 O.S. § 108 and § 115, a sworn statement shall accompany any competitive bid submitted for a public construction contract.

STATE OF OKLAHOMA)
) ss
COUNTY OF _____)

Project Name: GENERATOR MOVE - TROOP C

DCS Project No.: _____

NON-COLLUSION STATEMENT

A. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that

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;

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

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. 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

c. 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.

B. 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.

BUSINESS RELATIONSHIPS STATEMENT

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)

_____

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)

_____

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.)

_____

State of Oklahoma
Department of Central Services
Construction and Properties

Bid Affidavit

DCS/CAP FORM – A100A – BID AFFIDAVIT (07/2009)
PAGE 2

In accordance with 61 O.S. § 108 and § 115, a sworn statement shall accompany any competitive bid submitted for a public construction contract.

STATE OF OKLAHOMA)
) ss
COUNTY OF _____)

Project Name: GENERATOR MOVE - TROOP C

DCS Project No.: _____

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.

_____
Printed Name and Title

_____
Signature of Bidder

Subscribed and sworn to before me this _____ day of _____, _____.

by _____

_____
Notary Public

My Commission Expires _____

AGREEMENT made as of the _____ day of _____, in the year _____.

BETWEEN the Owner: **The State of Oklahoma**
acting through the Department of Central Services,
Construction and Properties Division (DCS/CAP)
P. O. Box 53448
Oklahoma City, Oklahoma 73152-3448

And the Contractor: _____

On behalf of the Using Agency: The Department of Public Safety

For the Project: Solicitation No.: **2501701**

DCS Project No.:

Project Name: GENERATOR MOVE - TROOP C

Project Location: **SEE STATEMENT OF WORK FOR DETAILS**

The Owner and Contractor agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and the Solicitation, as referenced, inclusive of any stated Conditions, Requirements, Provisions, Scope of Work, Plans, Specifications, Addenda and the Contractor's Bid Form as may be contained therein, included as an attachment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2. THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3. DATE OF COMMENCEMENT AND FINAL COMPLETION

3.1 The date of commencement of the Work shall be the date of the Work Order issued by the Owner and affixed to the State's separate Purchase Order issued to encumber the cost of the Work. The Contract Time shall be measured from the date of Work Order.

3.2 The Contractor shall achieve Final Completion of the entire Work not later than _____ days from the date of commencement.

3.3 If provided for in the Solicitation, in regard to as-needed maintenance or trade services, the Contract Time may be extended for additional annual renewal periods by amendment to the Agreement.

ARTICLE 4. CONTRACT SUM AND PAYMENTS

4.1 ☐

This Contract is for a firm fixed price in the amount of [Insert amount in words] Dollars ($[Insert amount in numbers]), Projects with a duration of one month or less shall be invoiced upon final completion. Projects with a duration exceeding one month may be incrementally invoiced on a monthly basis. Final payment will not be made until Owner's Representative has verified that all work has been completed. No payment will be made to the Contractor after the Final Completion Date until all work is complete.

4.1 ☐

This Contract is non-binding. The Owner may or may not purchase the quantities stated in the Solicitation. Work authorized under this agreement shall be invoiced at the rates stated on the Contractor's Bid Form. Invoices will be accepted for payment monthly for the Work completed in the previous month.

ARTICLE 5. OTHER TERMS AND CONDITIONS

5.1 OWNER'S REPRESENTATIVE

For the purposes of this Contract, the Administrator of DCS/CAP or a designated person shall serve as the Owner's Representative, and serve as the Supervisory Official for the purposes of accepting the work and approving Invoices for Payment. No work will be accepted, nor any payments made without approval by the Owner or the Owner's Representative.

5.2 CONTRACT CHANGES

Contract Changes shall be provided only upon prior written authorization by the Owner, and are subject to the statutory limits set forth in 61 O.S. § 121. Upon request by the Owner's Representative, Contractor shall prepare an itemized cost proposal for the requested contract change and submit to Owner's Representative for review and approval. If accepted by Owner, a Change Order will be processed and returned to Contractor, authorizing the change in the work and providing a notice to proceed.

5.3 AUDITS AND RECORDS CLAUSE

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant contract. The consultant is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later. Records and receipts of the Contractor's costs pertaining to this Contract shall be kept on a generally recognized accounting basis.

5.4 OWNERSHIP OF DOCUMENTS

All documentation generated as an instrument of service is and shall remain the property of the Owner, including shop drawings, equipment manuals, equipment warranties and as-built drawings. Contractor shall deliver said documents to Owner's Representative or as otherwise stated in the Solicitation upon final completion of the work.

5.5 SUCCESSORS AND ASSIGNS

The Owner and the Contractor each binds themselves, partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or otherwise transfer its interest in this Agreement without the written consent of the Owner.

5.6 DISPUTES AND CLAIMS

The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by participating in good faith in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute. If an agreement cannot be attained, the Contractor may appeal to the Director of the Department of Central Services by submitting written notice of a protest to the Director within twenty-one (21) days of the previous settlement meeting. The Director may hear the protest or may assign the Contractor's appeal to an administrative law judge the Department retains. If the appeal is assigned to an administrative law judge, the administrative law judge shall review the protest for legal authority and jurisdiction. If legal authority and jurisdictional requirements are met, the administrative law judge shall conduct an administrative hearing in accordance with the Administrative Procedures Act, 75 O.S. § 309 et seq., and provide findings of fact and conclusions of law to the Director. The Director shall send written notice to the Contractor of the final decision sustaining or denying the Contractor's appeal. If the Director denies Contractor's appeal, the Contractor may appeal pursuant to provisions of 75 O.S., § 309 et seq. of the Administrative Procedures Act.

5.7 TERMINATION

5.7.1 This Agreement may be terminated by the Owner upon mailing notice of termination to the Contractor at least seven (7) working days in advance of the date of termination if the Contractor substantially fails to perform according to the terms and conditions of this Agreement in the opinion of the Owner or funds for the Project are insufficient to proceed with the Project. In the event of termination, the Contractor shall be paid compensation for services performed up until the date of termination subject to amounts withheld to satisfy any rightful claim or set off by the Owner.

5.7.2 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.7.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause.

5.8 INSURANCE

Insurance meeting the minimum limits of coverage listed below shall be maintained in full force by Contractor for the duration of the Contract. Certificates of Insurance shall be furnished naming the Owner as the Certificate Holder prior to acceptance of the Contract or issuance of a Work Order.

General Liability Insurance	$100,000/$300,000
Auto – Owned, Hired and Non-Owned	$100,000/$300,000
Property Damage	$50,000/$100,000
*Workers Compensation	Statutory

*Companies exempt from the Workers Compensation Act may substitute DCS/CAP Form A312D in lieu of a Certificate of Coverage.

The above are minimum limits of insurance coverage. If higher limits or additional insurance provisions are stated in the Bid Solicitation, the requirements of the Solicitation shall be the minimum required.

5.9 BONDS

Bonds are required for any contract where the firm, fixed price contract sum equals or exceeds fifty thousand dollars ($50,000), or where an individual work order under a non-binding service or maintenance contract exceeds fifty thousand dollars ($50,000).

Performance Bond for 100% of the value of the Contract to insure completion of the Work.

Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and

Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

All bonds shall be on the forms prescribed and issued by the Owner as attached to this Agreement

Irrevocable Letters of Credit may be used as a substitute for the required bonds, on the forms prescribed and provided by the Owner and issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

5.10 JURISDICTION
This Agreement shall be governed by the laws of the State of Oklahoma.

Agreed upon and Accepted by:

State of Oklahoma
Department of Central Services
Construction and Properties Division

Owner
John W. Morrison AIA
State Construction Administrator

Contractor

Signature

Name/Title

Company

FEI
No.: _____

ATTACHMENTS:
1. Contractor's Bid Form
2. Contractor's Bid Affidavit
3. Contractor's Insurance Certificate(s)
4. Contractor's Bonds (if applicable)
5. Copy of Solicitation for Bids

State of Oklahoma
Department of Central Services
Construction and Properties

Invoice Affidavit - Certification for Payment

(For Projects Under the Statutory Amount or Minor Project Without a Design Consultant)

DCS/CAP FORM – G109 INVOICE AFFADIVIT (07/2009)

☐ Progress Payment — Date of Progress Invoice: _____

☐ Final Payment — Date of Final Invoice: _____

STATE OF OKLAHOMA)
) ss
COUNTY OF)

Project Name: **GENERATOR** MOVE - TROOP C

DCS Project No.: _____

CONTRACTOR OR SUPPLIER – COMPLETE THIS SECTION (Choose Appropriate Option)

☐ Option 1: Contract Award is Less than $50,000 and Affidavit Provided in lieu of Statutory Bonds

Affidavit: The undersigned Contractor or Supplier hereby affirms under oath that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from the Owner, and that current payment shown herein is now due. In accordance with 61O.S., § 1.(C), the Contractor acknowledges that the execution of this affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided for by law.

☐ Option 2: Contract Award is Greater than $50,000 and Statutory Bonds have been provided

Certification: The undersigned Contractor or Supplier hereby certifies that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from the Owner, and that current payment shown herein is now due.

_____ Firm Name

_____ Printed Name and Title

_____ Signature

(NOTARIZE ONLY IF OPTION 1 ABOVE IS CHECKED)

Subscribed and sworn to before me this _____ day of _____, _____.

by _____

_____ Notary Public

My Commission Expires _____

CERTIFICATION OF SUPERVISORY OFFICIAL (Owner's Representative)

In accordance with the Contract Documents, based on on-site observations and the data comprising the Invoice for Payment, the Supervisory Official certifies to the Owner that to the best of the Supervisory Official's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. Attach Copy of Approved Invoice.

_____ Agency

_____ Signature

_____ Printed Name and Title

_____ Date

If this Affidavit is for Final Payment, forward one copy with final Invoice to DCS/CAP to close out project.

The Oklahoma Department of Public Safety
Procurement Division

3600 N. Martin Luther King Blvd, OKC, OK 73111
Phone: 405-425-2264 Fax 405-419-2156

Bid Solicitation- STATEMENT OF WORK (SOW)

Date: 06.04.15
Project Name: Generator Move – Troop C
Project Location: Disconnect Site: Old DPS Troop C Headquarters
651 North 43rd Street East
Muskogee, OK 74403

Install Site: New DPS Troop C Headquarters
1806 North York Street
Muskogee, OK 74403

DPS Buyer: Theresa Dunn 405-425-7609
Agency Solicitation Number: 2501701

There will be a **non-mandatory** pre-bid meeting **June 19, 2015 at 11:00am**
starting at the
Old Troop C Headquarters
651 North 43rd Street East
Muskogee, OK 74403

Statement of Work:

General Description

Provide labor, materials and equipment to disconnect 55 KW Generator , 240V/260A Automatic Transfer Switch(ATS), 120/240V Emergency Electrical Panel, Generator Control Panel & Annunciator located at the disconnect site listed. Transfer all items to listed install site, re-set equipment, complete all connections necessary for operation and test equipment. Installation of Kohler 55 KW generator (provided by owner) that will provide 120/240 volts for the emergency panel to provide emergency power for the listed circuits that will be relocated to the emergency panel from the 3 phase 120/208 volt panel, PNL P2. The emergency panel will provide 120/208 on normal power and will provide 120/240 on emergency power.

Due to difference in the voltages between normal power and emergency power, only 120 volt circuits can be used in the 120/240 volt emergency panel.

Scope of Work

Disconnect Site:

1. Disconnect generator, ATS, electrical panel, generator control panel, annunciator and all related items.
2. Prepare and transport all items to install site.
3. Close any openings in walls cause by the removal of conduit, control wires, or any related connections or equipment.
4. Cap any openings that cannot be removed, such as conduit protruding from slab or generator pad.

Install Site:

1. Prepare install site for the installation of generator pad. **Verify location with owner.**
2. Install 6" deep x 9'3"x 5'5", with reinforcement, concrete generator pad according to Kohler KW 55 manufacturer's specifications for size of generator. Actual generator base size is 7'3" x 3'5".
3. Install generator on pad, including any and all anchoring. Install with fuel filter toward fuel truck access.
4. Provide and install all grounding materials for generator.
5. Install 240V/260A ATS in mechanical room, **verify location with owner, namely DPS.**
6. Install 120V/240V electrical panel in mechanical room, for emergency power, **verify location with owner, namely DPS.**
7. Provide and install conduit and wiring for electrical connections to generator.
8. Provide and install conduit and wiring from generator to the ATS for emergency power.
9. Provide and install conduit and wiring from ATS to 120/240V emergency panel.
10. Provide and install conduit and wiring from ATS to existing panel P2 (3 Phase, 120V208V for normal power.
11. Provide and install conduit and wiring to extend the following circuits from panel P2 to the 120/240V emergency panel.
    a. All receptacles in the communication rooms(dispatch room).
    b. Copy room, break room. IT room receptacles
    c. Fire alarm control circuit.
12. Provide, install and properly connect the following 120V fixtures and led bulbs(LED can fixtures), from the emergency panel.
    a. 7 each in hall
    b. 1 each in copy room
    c. 1 each in IT room
    d. 1 each in break room
    e. 2 each in men's and women's restroom
    f. 6 in communication room(dispatch)
13. Provide and install two(2) each led flood light fixtures and led bulbs in the mechanical room on emergency power.
14. Provide and install all materials for all grounding requirements.
15. Provide generator start up and test when all connections have been completed.
16. Provide more than enough fuel, if needed, to conduct the start up of the generator.

Related Work:

a. Provide any and all permits required
b. Clean up areas of both work sites.
c. All work to be done during normal business hours.

Quality Assurance:

a. All work shall be done per local, state and national codes.
b. All work shall be free from defective workmanship and materials.

Total Cost: $_____

ORIGINAL SIGNATURE OF BIDDER	**NAME OF FIRM**
PRINT/TYPE NAME AND TITLE	**DATE**