

OKLAHOMA STATE BUREAU OF INVESTIGATION

Bid Solicitation and Scope of Work

Date: February 2, 2010

Agency Solicitation Number: 10L-015

Project Name: Sun Room Removal/Vestibule Installation

Project Location: Eastern Regional Office and Laboratory
701 W. Carl Albert Parkway, McAlester, OK 74501

The Oklahoma State Bureau of Investigation (OSBI) is seeking bids to remove a sun room from, and install a vestibule on the south side of the Eastern Regional Office and Laboratory (EROL) located at 701 W. Carl Albert Parkway in McAlester, Oklahoma. This will be a turn-key project with the Contractor responsible for all labor and materials to complete the project.

Bids will be accepted until **3:00 p.m., Thursday, February 25, 2010**. Late Bids will not be accepted. Bids will be accepted **by mail or hand delivered** to the Agency Contact:

Mary Reznicek, OSBI Procurement and Facilities Manager
6600 N. Harvey Place
Oklahoma City, OK 73116-7912
Phone: 405-879-2650

A **pre-bid conference** will be held on **Thursday, February 11, 2010 at 11:00 a.m.** Although not mandatory, it is recommended that all potential bidders attend.

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:

- Scope of Work (SOW): Description and Requirements of the proposed construction contract.
- Bid Form: Submit your Bid using the form provided along with material specifications and drawings.
- Statutory Bid Affidavit: Complete this affidavit and return with your Bid.
- Agreement Between Owner and Contractor: This is the contract that will be forwarded to the Contractor from the Department of Central Services Construction and Properties Division after selection. Once received, Contractor should complete the contract and return it as soon as possible to avoid delay beginning the project.

- Invoice Affidavit for Construction: After contract award, this document must be submitted with the Contractor's Invoice for Payment.

If the Bidder has any **questions about this Solicitation**, please contact the Agency Contact at:

Mary Reznicek
Phone: 405-879-2650
Fax: 405-842-0675
E-Mail: Mary.Reznicek@OSBI.OK.Gov

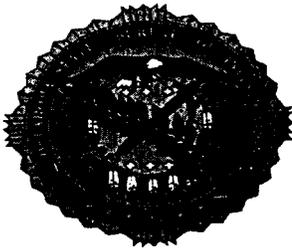
This Solicitation and any resulting Contract for Construction is in accordance with 61 O.S. §101- 138, and specifically 61 O.S. §103(B) regarding projects under the statutory amount mandated therein. Any resultant contract will be awarded by the Oklahoma Department of Central Services, Construction and Properties Division.

SCOPE OF WORK

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Certified personnel, skilled in their respective line of work, shall execute all work. Contractor shall furnish and provide all tools, equipment, materials and labor required to fulfill this contract as specified. Contractor is responsible for evaluating the site and determining what materials, labor or equipment will be required to complete the project as described.

1. Contractor will provide material specifications and drawings detailing bidder's proposal for removal of the sun room and installation of a vestibule, assuring the vestibule will not leak water, air, or other materials when the door(s) is/are closed.
2. Contractor is responsible for removing, installing, reworking, etc. all mechanical, electrical or other systems required for this project.
3. Only new, high quality and industry standard materials will be used to construct the vestibule.
4. Contractor will remove and dispose of all construction materials and debris off site. OSBI dumpsters and other trash receptacles are not to be used.
5. Contractor will work with the OSBI Laboratory Supervisor to schedule the work so as not to disrupt the services provided by the EROL.
6. Contractor shall notify the OSBI Laboratory Supervisor of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.
7. The OSBI Laboratory Supervisor will identify parking, project areas and possible storage areas to be utilized by the Contractor.

8. All work shall comply with applicable codes and standards. It shall be the responsibility of the Contractor to comply with State, County or City ordinances by securing all necessary permits. This project is not sales tax exempt.
9. The Contractor and Contractor's employees shall hold and maintain licenses required by the State of Oklahoma laws.
10. All work performed by the Contractor shall be completed according to industry standards and to the complete satisfaction of the OSBI.
11. Personnel - The Contractor shall be fully responsible for the actions of Contractor's employees while they are at the job site. These employees shall be fully qualified to perform skillfully all the work as required for the project and shall conduct themselves in a courteous, professional manner at all times while on State property.
 - a. The Contractor shall assure that all workers assigned to perform service and/or repairs on State property shall be dressed appropriately and have a photo ID in their possession.
 - b. The OSBI reserves the right to have any employee of the Contractor removed from the job site and replaced with additional workers if they are not compliant.
 - c. The OSBI shall conduct investigations on companies and individuals with whom it contracts to include but not be limited to a background investigation and national criminal history record checks. The successful Contract shall submit data as required by the OSBI for each proposed employee. No employee of the Contract shall work on the premises until the individual is approved by the OSBI.
 - d. Contractor must provide proof that all Contractors' employees assigned to this project are legally approved to work in the United States.
 - e. Any person found not acceptable to the OSBI will not be allowed to perform work at any OSBI facility.
12. All hazardous materials used by the Contractor to fulfill the requirements of this contract shall be marked as such. The Contractor shall provide the OSBI Laboratory Supervisor or designee the appropriate Material Safety Data Sheet (MSDS) for each product before the work has started. Disposal of such products off state property is the responsibility of the Contractor and shall be done in accordance with all applicable laws, guidelines, regulations, and codes.
13. The OSBI Laboratory Supervisor, Procurement and Facilities Manager, or designee shall be responsible for monitoring the project to ensure contract compliance, inspecting all work for completion, and approving all completed work prior to payment being issued.



OKLAHOMA STATE BUREAU OF INVESTIGATION

Bid Form

To: OSBI
 Mary Reznicek, Manager
 Procurement and Facilities
 6600 N. Harvey Place
 Oklahoma City, OK 73116

From: _____
 Firm Name

 Address

 City/State/Zip

 Telephone # _____ FEI # _____
 E-Mail Address _____

RE: 10L-015

Bids are Due by: **3:00 p.m., Thursday
February 25, 2010**

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. 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 thirty (30) days after receipt of WORK ORDER or as otherwise provided for in the Solicitation.
3. If awarded a contract, we propose to complete this work within _____ calendar days from the date of receipt of Notice to Proceed.
4. Bidder must provide a minimum of two (2) references of business that the Contractor provided services that were similar in size and scope or function within the past two (2) years. Include company name, address, phone number and contact name and date of the project.

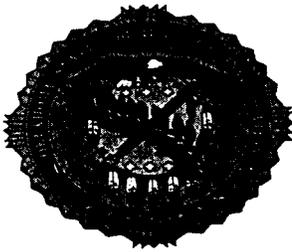
Business Name: _____
 Address: _____
 Contact Person: _____ Phone Number: (____) _____
 Date of Project: Started _____ Ended _____

Business Name: _____
 Address: _____
 Contact Person: _____ Phone Number: (____) _____
 Date of Project: Started _____ Ended _____

5. Bid Proposal: _____ Dollars (words)
 \$ _____ (numbers)

6. Bidder must submit to the OSBI Agency Contact any **request for substitution** of items related to the project **by ten (10) calendar days prior to bid opening**. Any request for substitutions after that date will not be considered.

Signature: _____
 Name/Title: _____
 Date: _____



OKLAHOMA STATE BUREAU OF INVESTIGATION

BID AFFIDAVIT

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)	Project Name: <u>OSBI EROL Sun Room/Vestibule Project</u>
)ss	
COUNTY OF _____)	Project #: <u>10L-015</u>

NON-COLLUSION STATEMENT

A. For the purpose 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 RELATIONSHIP 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 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.)

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 _____, 2010

By: _____

Notary Public

My Commission Expires _____

SAMPLE



State of Oklahoma
Department of Central Services
Construction and Properties

Agreement Between Owner and
Contractor For Minor Projects
Projects Under the Statutory Amount (61 O.S. § 103 (B))
And Other Projects Without a Design Consultant

AGREEMENT made as of the [Insert day of month] day of [Insert month], in the year [Insert 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: [Insert Contractor name and address]

On behalf of the Using Agency: [Insert Using Agency name and address]

For the Project: Solicitation No.: [Insert Using Agency solicitation number]
DCS Project No.: [Insert DCS project number]
Project Name: [Insert project name]
Project Location: [Insert project location]

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 [Insert Number Of Days] 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

[Select the appropriate version for paragraph 4.1 from the two choices below, and then delete the other paragraph and also delete this note]

- 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

Contractor

Owner
John W. Morrison AIA
State Construction Administrator

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

SAMPLE



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)

- Progress Payment
Final Payment

Date of Progress Invoice:
Date of Final Invoice:

STATE OF OKLAHOMA) Project Name:
COUNTY OF) 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.