



Oklahoma Department of Education

Date: 12/20/2019

Solicitation Information

Agency Contact Information

Solicitation Number: 2650008472
 Project Name: Glass Enclosure
 Project Address: 2500 N. Lincoln Blvd.,
 Project City: Oklahoma City, OK
 Project Zip Code: 73105

Agency Name: Department of Education
 Contact Name: Amber Mihm
 Mailing Address: 2500 N. Lincoln Blvd, Ste 429
 Delivery Address: SAME AS ABOVE
 Contact City: Oklahoma City, OK
 Contact Zip Code 73105
 Contact Phone: 405-522-4511
 Contact Fax: -
 Contact Email: Amber.Mihm@sde.ok.gov

Bids Due (Date): January 21, 2020
Bids Due (Time) 3:00 PM CST

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

Bids will be accepted until the Date and Time specified above. 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 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 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 pre-bid walk-through will be held 10:30 am CST, at 2500 N. Lincoln Blvd., Oklahoma City, OK.

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 Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department.



State of Oklahoma
Department of Education
Operational Support Division

Scope of Work

Project: Oklahoma Department of Education Glass Enclosures

Project # 2650008472

Location: 2500 N. Lincoln Blvd. Oklahoma City Ok, 73105.

Contact information:

Amber Mihm
State Department of Education
2500 N. Lincoln Blvd.
OKC, OK 73105
Phone: 522-4511
E-mail:
amber.mihm@sde.ok.gov

Scope of work:

- Install a frameless glass wall approximately 11' 4" long extending floor to ceiling, the south end will have approximately a 7" return ending at the existing corner, and the north end will end centered on the existing door frame
- The glass will have sound dampening qualities and comply with CPSC 16 CFR 1201 and ANSI Z97.1 for safety requirements of glazing materials.
- The wall is to be secured above ceiling and not tied directly to the grid
- Option 1: 42-inch wide frameless patch work style glass door centered in the wall
- Option 2: 2 - 32 inch wide frameless patch work style glass doors centered in the wall
- Alternate 1: Remove existing suite entry patch and repair walls where the existing frame is removed, and replace with a frameless glass wall to match with a 36-inch frameless patch work style door centered
- The winning bidder will field verify all measurements
- The contractor shall not substitute materials or deviate from plan without prior approval.
- Work performed during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday the contractor shall be aware this area is public entrance and take all necessary precautions so there is no danger to the public.
- The Contractor shall be responsible for removal of all construction debris created during this project.

Please contact Agency contact for scheduling and with any additional questions.

Thank you for your consideration in this matter.



**State of Oklahoma
Department of Education
Operational Support Division**

Bid Form
(Standard Procedures for Obtaining Bids on
Projects Under the Statutory Amount)

Oklahoma Department of Education

To: Department of Education
Operational Support
2500 N. Lincoln Blvd, Ste 429
Oklahoma City, Oklahoma 73105

Attn: Amber Mihm

RE: Solicitation Number 2650008472

From: _____
(Firm Name)

(Address)

(City/State/Zip)

(Telephone No.) (EIN/TIN Number)

(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. 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 WORK ORDER or as otherwise provided for in the Solicitation.
3. 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.
4. 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.
5. If awarded a contract, we propose to complete this work within _____ calendar days from the date of receipt of Work Order.

6. Bid Proposal: Install new Glass Wall Enclosure

Base Bid "A": 42-inch wide frameless patch work style glass door centered in the wall

_____ Dollars
\$ _____ (Numbers)

7. Alternates: Install new Glass Wall Enclosure

Alternate No. 1: 2 – 32 inch wide frameless patch work style glass doors centered in the wall

_____ Dollars
\$ _____ (Numbers)

(Bidder Printed Name)

(Bidder Signature)

(Bidder Title)

(Date)



**State of Oklahoma
Office of Management and Enterprise Services
Capital Assets Management
Construction and Properties**

**Standard Form of Agreement
Between Owner and Contractor**
Minor Projects under the Statutory Amount or
No Design Consultant

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion.

AGREEMENT made as of the ____ day of ____ in the year 20__.

BETWEEN the Owner: **State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department
Will Rogers Building
2401 N. Lincoln, Suite 106
Oklahoma City, OK 73105**

On behalf of
Using Agency: **[Name]**

And the Contractor: **[Name]
[Address]**

For the Project: Solicitation No:
CAP Project No: **[CAP Proj#]**
Project Name: **[CAP Proj Name]**
Project Location:

The Owner and Contractor agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

1.1 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

2.1 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. CONTRACT SUM AND PAYMENTS

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 or "N/A" for 1+ FY Projects]** days from the date of commencement, or as follows: **[Insert "N/A" or FY year info]**, subject to adjustments of this Contract Time as provided in the Contract Documents.

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

(The clause selected with an "X" shall be the valid 4.1 contractual clause)

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 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 DCAM/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 of the resultant contract. The contractor 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 are 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

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 Administrator of the Division of Capital Assets Management, by submitting written notice of a protest to the Administrator within twenty-one (21) days of the previous settlement meeting. The Administrator may hear the protest or may assign the Contractor's appeal to an administrative law judge the Division 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 Administrator. The Administrator shall send written notice to the Contractor of the final decision sustaining or denying the Contractor's appeal. If the Administrator 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. The following 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

5.8.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. (Companies exempt from the Workers' Compensation Act may substitute DCAM/CAP Form A321D in lieu of a Certificate of Coverage).

5.8.2 Commercial General Liability shall be \$100,000 (Each Occurrence) and \$300,000 (General Aggregate).

5.8.3 Automobile Liability (owned, non-owned and hired vehicles) shall be \$100,000 (Each Occurrence) and \$300,000 (General Aggregate), for bodily injury and property damage

5.8.4 Property Damage (for projects under \$50,000) shall be \$50,000 (Each Occurrence) and \$100,000 (General Aggregate).

5.8.5 Builder's Risk (for projects \$50,000.00 and above) shall be \$50,000 (Each Occurrence) and \$100,000 (General Aggregate).

5.9 BONDS

5.9.1 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).

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

5.9.1.2 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

5.9.1.3 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.

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

5.9.3 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.

ARTICLE 6. OTHER CONDITIONS OF THE CONTRACT

6.1 The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, 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 Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

6.2 The Contractor 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, 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.

6.3 Other documents, if any, forming part of the Contract Documents are as follows:

Purchase Order
[Select]

This Agreement entered into as of the day and year written above.

STATE OF OKLAHOMA
Office of Management and Enterprise Services
Division of Capital Assets Management

[NAME]

(Owner Signature)

(Date Signed)

(Contractor Signature)

(Date Signed)

Mickerl Jones
Director
Construction and Properties Department

(Printed Name and Title)

(EIN/TIN Number)

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
6. n/a



State of Oklahoma
 Office of Management and Enterprise Services
 Division of Capital Assets Management
 Construction and Properties

Non-Collusion Affidavit

The statement below must be signed and notarized before this contract will become effective

STATE OF _____)
) ss
 COUNTY OF _____)

Project Name: _____
 CAP Project #: _____

_____, of lawful age, being first duly sworn, on oath states,
 (S)he is the duly authorized agent of _____, the Company
 under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value
 to government personnel in order to procure said Contract;

(S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has
 been personally and directly involved in the proceedings leading to the procurement of said Contract; and

Neither the Company nor anyone subject to the Company's direction or control has paid, given or donated or agreed to pay, give or
 donate to any office 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.

 (Company Printed Name)

Subscribed and sworn to before me this _____ day of _____, 20____
 (Authorized Representative Signature)

 (Authorized Representative Printed Name)

 (Signature of notarial officer)

 (Authorized Representative Printed Title) (Seal)

My Commission Expires: _____

My Commission #: _____



