

OKLAHOMA MUNICIPAL POWER AUTHORITY

REQUEST FOR QUOTES DOCUMENTS

FALL PROTECTION UPGRADES

Table of Contents

[EXHIBIT A - PROPOSAL 14](#_Toc115170774)

[NON-COLLUSION AFFIDAVIT 18](#_Toc115170775)

[BUSINESS RELATIONSHIPS AFFIDAVIT 20](#_Toc115170776)

[OMPA CONTRACTOR INFORMATION SHARING POLICY 21](#_Toc115170777)

**Additional Information Can Be Obtained from:**

**Michael Watt, P.E.**

**Manager of Environmental, Compliance, and Safety**

**Oklahoma Municipal Power Authority**

**2701 West I-35 Frontage Road**

**Edmond, OK 73013**

**(405) 359-2515**

**mwatt@ompa.com**

**or**

**Johnathan McDaniels**

**Compliance Specialist**

**Oklahoma Municipal Power Authority**

**1420 North Union St.**

**Ponca City, OK 74601**

**(405) 359-2529**

**jmcdaniels@ompa.com**

***The Oklahoma Municipal Power Authority is a governmental agency of the state of Oklahoma and as such is subject to the Oklahoma Open Meetings Act, 25 O.S. §§ 301, et seq., and the Oklahoma Open Records Act, 51 O.S. §§ 24.A.1, et seq.*****NOTICE TO BIDDERS**

FALL PROTECTION UPGRADES

**OKLAHOMA MUNICIPAL POWER AUTHORITY**

**PONCA CITY, OKLAHOMA**

**BID OPENING: October 21, 2022 at 4:00 p.m. Central Prevailing Time**

The Oklahoma Municipal Power Authority ("OMPA") is requesting Bids in accordance with the terms of this Request for Proposal (“RFP") for:

**PROJECT: FALL PROTECTION UPGRADE**

Bids must be delivered to The Oklahoma Municipal Power Authority, Michael Watt, Manager of Environmental, Compliance, and Safety. Bids will be publicly opened and read aloud at the date and time listed above. Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays, and holidays) before the time set for the opening of the Bids, and Bids received after the time set for the opening of the Bids, will not be considered. All interested parties are invited to attend.

Bids must be submitted in a sealed envelope marked: "Sealed Bid – Contract: Fall Protection Upgrade” and addressed to:

**Michael Watt, Manager of Environmental, Compliance, and Safety**

**Oklahoma Municipal Power Authority**

**2701 West I-35 Frontage Road**

**Edmond, Oklahoma 73013**

OMPA will accept questions regarding this RFP until October 20, 2022, at 4:00 Central Time. Responses to all questions posed will be made on the OMPA website.

Each Bid must be submitted in accordance with the "Requirements for Bidding and Instructions to Bidders" contained in this RFP. Each Bid must be accompanied by a certified check, cashier's check, or bid bond equal to five percent (5%) of the Bid. Each Bid must include a completed Non-Collusion Affidavit and other required documents, as stated in the RFP.

If OMPA, in OMPA's sole discretion, elects to award a Contract pursuant to this RFP, the prevailing Bidder will be required to provide acceptable security guaranteeing performance, payment, and maintenance in an amount equal to their bid.

An electronic copy of this RFP may be found at: [www.OMPA.com](http://www.OMPA.com)

All Bidders have a duty to monitor the OMPA website for written addenda to the RFP. Bidders will be bound by the terms of the RFP, as amended.

A complete set of Bidding Documents can be found at www.OMPA.com or may be obtained by contacting:

Michael Watt, Manager of Environmental, Compliance, and Safety

Oklahoma Municipal Power Authority

2701 West I-35 Frontage Road

Edmond, Oklahoma 73013

mwatt@OMPA.com

 Oklahoma Municipal Power Authority

 By: s/David W. Osburn, General Manager

**REQUIREMENTS FOR BIDDING AND**

**INSTRUCTIONS TO BIDDERS**

**Exceptions to Contract Limited to Exceptions Statement:** By submitting a Bid, all Bidders acknowledge and agree that all exceptions to the Contract must be specifically listed in the Exception Statement, and that OMPA will not consider any exceptions to the terms of the Contract that are raised by a Bidder after its Bid is submitted, and the Bidder will be deemed to have accepted the Contract as included in this RFP.

**DEFINITIONS**

1. “Addendum” means any addition, clarification, revision, or change to this RFP, as published on the OMPA website, which may alter the terms of this RFP. “Addendum” includes any response to questions posed to OMPA by prospective Bidders, as published on the OMPA website.
2. "Bid" means the formal proposal submitted by a Bidder in response to this RFP.
3. "Bid Documents" includes the RFP, the Requirements for Bidding and Instructions to Bidders, the Bid forms, the Specifications, the Contract, and any Addenda issued prior to receipt of Bids.
4. “Bidder” means a person or entity that submits a Bid in response to this RFP.
5. "Board of Directors" means the rule-making authority and governing body of OMPA as defined by 11 O.S. § 24-105(b).
6. "Contract" means the pro forma contract attached to this RFP.
7. “OMPA" means the Oklahoma Municipal Power Authority, a governmental agency of the state of Oklahoma, as established by the Oklahoma Municipal Power Authority Act, 11 O.S. §§ 24-101, et seq.
8. “Work” means the work that is the subject of this RFP and any Contract resulting from this RFP.

**SPECIFIC BID PROCEDURES AND REQUIREMENTS**

1. **Sealed Bids** shall be submitted in accordance with the requirements of this RFP, on the attached form titled “PROPOSAL to the Oklahoma Municipal Power Authority for Contract Project: Fall Protection Upgrade.”
2. **Form of Bid Submission.** Bids must be submitted in an individually sealed envelope marked "Sealed Bid Fall Protection Upgrade” and addressed to:

**Michael Watt, Manager of Environmental, Compliance, and Safety**

**Oklahoma Municipal Power Authority**

**2701 West I-35 Frontage Road**

**Edmond, Oklahoma 73013**

1. **Modification, Withdrawal, or Cancellation of Bids**
	1. Bidders may withdraw, change, and resubmit their Bids by appearing in person prior to the time designated for the opening of the Bids. Upon presenting proper picture identification to Michael Watt or an authorized representative, the sealed Bid will be returned to the Bidder. The withdrawn Bid shall not be opened by or otherwise disclosed to OMPA. Withdrawn Bids may be resubmitted prior to the time designated for the opening of Bids provided the resubmitted bid is in complete conformance with these Instructions to Bidders.
	2. A Bid may not be modified, withdrawn, or canceled by the Bidder after the time and date designated for the opening of Bids.
	3. No Bidder may withdraw a Bid for sixty (60) days after the actual date of the Bid Opening.
2. **Early or Late Bids.** Bids received more than ninety-six (96) hours, excluding Saturday, Sunday, and holidays, before the time set for the opening of the Bids and Bids received after the time set for opening of Bids will not be considered and will be returned unopened. OMPA is not responsible for delay of receipt of Bids.
3. **Addenda for and Interpretations of Bid**
	1. All clarifications, revisions, or changes to this RFP or any of the Bid Documents (collectively, "Addenda") will be posted to the OMPA website. All Bidders have a duty to monitor the OMPA website for Addenda. By submitting a Bid, Bidder represents that Bidder has reviewed the most recent version of the RFP and agrees to comply with the RFP and all Addenda.
	2. Questions regarding this RFP may only be submitted in writing to Michael Watt at [mwatt@ompa.com](https://oklahomamunicipal-my.sharepoint.com/personal/mwatt_ompa_com/Documents/Desktop/mwatt%40ompa.com) on or before October 20, 2022, at 4:00pm. Responses will only be made in writing, posted to the OMPA website as Addenda. OMPA may or may not respond to any question asked.
	3. All Addenda shall become part of the Bidding Documents.
4. **Required Statements from Bidder to be Included in Bid.** Each Bidder shall accompany his Bid with a written statement under oath disclosing the following information:
	1. The nature of any partnership, joint venture or other business relationships then in effect or which existed within one (1) year prior to the date of such statement with any architect, engineer or other party to the Work;
	2. Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the Bidder company and any officer or director of any architectural or engineering firm or other party to the project; and
	3. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms. If no such business relationships exist, Bidder shall include a statement to that effect.
5. Bidder's References Must be Included in Bid. The Bidder is required to be experienced and an expert in the supply of the construction services described in the specifications and other documents attached hereto. Bidder must demonstrate expertise in the field of work described by the RFP. The Bidder shall include with its Bid a listing of at least current customers, comparable in size and scope, where the Bidder has performed similar services in the past 10 years. Bidder must include contact names, telephone numbers, company name, and location on the "Listing of Applicable Experience" form included with this RFP. By submitting this information, Bidder authorizes OMPA to contact any such reference, and to make any such investigations necessary to determine the ability of the Bidder to perform the work. Bidder shall furnish to OMPA all information and data for this purpose as OMPA may request.
6. **Qualifications of Supervisory Personnel.** Bidder shall include the resumes of all supervisory personnel that may be assigned to work on the Work. The Bidder shall demonstrate that trained and experienced supervisory personnel are available to support the work described in the RFP.
7. **Tooling and Equipment.** Bidder shall include in the Bid a detailed list of the tools and equipment the Bidder is proposing to supply in the performance of the work. All costs arising from or related to the tools and equipment including handling, operation, maintenance, and transportation charges shall be included in Bidder’s Bid.
8. **Safety.** OMPA will consider the safety records of Bidders prior to awarding bids on contracts. Any Bid submitted must include Bidder’s last five (5) years' Occupational Safety and Health Administration (OSHA) 300 and OSHA 300A logs.
9. **Bid Detail Requirements.** The Bid must provide sufficient details for OMPA to perform a complete Bid evaluation. The Bidder shall comply with all requirements in the specification.
10. **Bid Price Schedule:** This project is to be submitted as a lump sum Bid. All Bids must include a completed copy of the attached Unit and Task Price Schedule with all prices and other information provided.
11. **Bid Bond/Bid Security.** A Bid must be accompanied by a certified check, cashier's check, an irrevocable letter of credit, or a bid bond duly executed by the Bidder as principal and having as surety thereon a surety company authorized and registered to do business in Oklahoma and listed in Federal Circular 570 (“Bid Security”). The Bid Security shall be equal to five percent (5%) of the total Bid and shall be deposited with OMPA as a guaranty. OMPA will retain the Bid Security for the three lowest responsible Bidders, as determined by OMPA. All other Bid Security will be returned to the other Bidders within three (3) days after the opening of Bids. The remaining Bid Security will be returned promptly after OMPA and the accepted Bidder have executed the Contract, or if no award has been made within sixty (60) days after the date of the opening of Bids. The Federal Circular may be found at: <https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>.
12. **Equal Opportunity Employment Requirements.** OMPA is an Equal Opportunity Employer. OMPA does not discriminate in its hiring practices and requires its contractors to abide by all federal law applicable to discrimination. All Bidders shall acknowledge in the Bid Documents that they are Equal Employment Opportunity employers.
13. **Bidder's Representations.** Each Bidder, by making a Bid, represents that:
	1. The Bidder has read and understands the Bid Documents (including all questions and clarifications related thereto) and the Bid is made in accordance with the Bid Documents.
	2. The Bidder has had the opportunity to visit the site, is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the proposed Contract documents; and
	3. The Bid submitted is based upon the materials, systems, and equipment required by the Bid Documents without exception.
14. **List of Documents to be Submitted with Bid:** All Bids must contain complete and executed originals of the following documents, in the form included in this RFP, and in the following order:
	1. COVER LETTER (identifying the project and contract number)
	2. BID PROPOSAL FOR CONTRACT: Fall Protection Upgrade
	3. BID SECURITY in the amount of 5% of the Bid, in the form of a Bid Bond or Cashier’s Check, Certified Check, or Irrevocable Letter of Credit
	4. LIST OF SUBCONTRACTORS
	5. EXCEPTION STATEMENT
	6. BIDDER'S PROPOSED CREW SCHEDULE
	7. BIDDER'S DOCUMENTATION OF EXPERIENCE
	8. BIDDER'S RATES FOR ADDITIONAL WORK
	9. RATE QUOTATION SHEET
	10. NON-COLLUSION AFFIDAVIT
	11. BUSINESS RELATIONSHIPS AFFIDAVIT

**BID OPENING AND PRELIMINARY REVIEW**

1. **Bid Receipt and Opening.** All Bids that have been completed, submitted, and received in accordance with these instructions will be publicly opened and read aloud at Oklahoma Municipal Power Authority Office, 2701 West I-35 Frontage Road, Edmond, Oklahoma 73013 on October 21, 2022, at 4:00. At the public Bid opening, the Bidders' names, location, and Bid prices shall be read aloud by Michael Watt.
2. **Preliminary Review.** The Bids shall be initially reviewed for completeness and correctness. Any deficiency may be grounds for disqualifying the Bid. OMPA's review may include, but is not limited to, verifying that:
	1. each of the Addenda is acknowledged in the Bid; and
	2. each required document is included, properly signed, and if applicable, notarized.
3. **OMPA Rejection of Incomplete Bids.**
	1. OMPA may reject any bid that OMPA considers to be incomplete. This may include, but is not limited to, Bids in which the Bidder submits another form of Contract in lieu of the attached Contract. Exceptions taken to the Contract terms and/or Bidding Documents may be cause for rejection of a Bid.
	2. OMPA will reject any Bid that is not signed by the authorized representative of the Bidder, and/or does not contain the required documents, properly signed, and if necessary notarized, as required by the Bidding Documents.
	3. Bids will become the property of OMPA upon submission.

**BID EVALUATION**

1. **Bid Evaluation by OMPA.** After the preliminary review, the Bids will be reviewed and evaluated by the appropriate OMPA management and staff. The following items shall be reviewed:
	1. **Bond Compliance.** If a surety company is used to issue bonds, the company must be authorized and registered to do business in Oklahoma and listed in Federal Circular 570. When a bid bond is required and the bond submitted is from a company not registered in Oklahoma, or if the company is not listed in Federal Circular 570, the Bid shall be disqualified.
	2. **Unit Price Compliance.** If the RFP requires Bidder to submit unit prices, Bidder's failure to submit unit prices for any requested work item may cause the Bid to be disqualified.
	3. **Materially Unbalanced Prices.** OMPA may reject a Bid as nonresponsive if OMPA determines that the Bid prices are materially unbalanced between line items and subline items. A Bid may be materially unbalanced if it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to the cost for other work, and OMPA has reasonable doubt that the Bid will result in the lowest overall cost to OMPA.
2. **Technical and Commercial Qualifications.** Bids will be evaluated based on technical and commercial criteria applicable to the scope of work specified. The evaluation criteria will include, but not be limited to, the Bid's
	1. Conformance to technical specifications;
	2. Evaluated price;
	3. Demonstration of project experience; and
	4. Conformance to commercial terms.
3. **Bidder's Performance Capability.** OMPA may consider the Bidder's demonstrated ability to perform the required work.
4. **Disqualification of the Bidder**. Any of the following may be grounds for disqualifying the Bidder:
	1. More than one (1) Bid for the same work from an individual, firm, partnership, joint venture, or corporation under the same or different names.
	2. Evidence of collusion among Bidders, subcontractors, or material suppliers.
	3. Lack of responsibility as shown by past work for OMPA judged from the standpoint of workmanship and progress.
	4. Uncompleted work under any Contract with OMPA or any other entity.
	5. Being in arrears on existing Contracts with the state of Oklahoma or OMPA, having defaulted or failed to comply with a previous State or OMPA Contract, or any other just and reasonable cause.
	6. Certificate by the Oklahoma Human Rights Commission that the Bidder has engaged or is engaging in a discriminatory practice.
	7. Any violation of OMPA or state of Oklahoma rules, or other information indicating that the Bidder is no longer responsible nor qualified to do business with the State.
5. **Bid Comparisons.** In comparing Bids, OMPA may consider not only the Bid prices, but also other factors that impact whether a Bidder is the lowest responsible bidder, including, but not limited to, efficiency, reliability, durability, economy of operation and maintenance, accessibility for repairs, cost of special construction made necessary by the equipment offered, experience, safety and performance record of the Bidder, relative risk associated with the Bidder, and any guarantees associated with the Work.

**CONTRACT AWARD**

1. **Anticipated Contract Award.** OMPA anticipates that, if a Contract is awarded pursuant to this RFP, the award will be made on or after October 13, 2022.
2. **Contract Award, Bonding, Insurance, and Execution.**
	1. Contract Award. The Contract, if any, shall be awarded to the lowest responsible Bidder as determined by the review of the Bids. Within five (5) business days after approval by the OMPA Board of Directors, the successful Bidder will be notified by OMPA of its selection and will be provided copies of the Contract to execute. The OMPA Board of Directors may grant a reasonable extension of the awarding period, by formal recorded action for good cause shown. The successful Bidder must execute the Contract and obtain the required bonds or letter of credit, and insurance, within sixty (60) days of notification by OMPA. No Bidder shall obtain any property right in a Contract awarded under these provisions until the Contract has been fully executed by both the Bidder and OMPA.
	2. **Contract Insurance.** The prevailing Bidder must provide proof of insurance with terms approved by OMPA, as described in the Contract.
	3. **Failure to Execute Contract.** If the prevailing Bidder fails to execute the Contract within sixty (60) days and/or provide the required security and insurance to OMPA, the Bidder will be deemed to have abandoned the Contract, and the cost of republication of the Notice to Bidders, actual expenses incurred by reason of the Bidder's default, and the difference between the low Bid of the defaulting Bidder and the amount of the Bid of the Bidder to whom the Contract is subsequently awarded, but not to exceed the amount of the certified check, cashier's check, bid bond, or irrevocable letter of credit may, at the discretion of OMPA, be forfeited to OMPA.
	4. **Return of Bid Security upon Contract Execution.** The Bid Security posted by the prevailing Bidder and the next two lowest responsible Bidders will be returned to those Bidders upon the prevailing Bidder's execution and delivery of the Contract and required bonds or irrevocable letters of credit, and insurance.

**OTHER PROVISIONS**

1. **Bid Ambiguities and Discrepancies.** If the total price of the Bid is inconsistent with the unit price times number of units to be delivered, the unit price shall govern. If there is a variance between the amount in words and the figures, the amount in words shall govern.
2. **Bid Protests.** Bidder protests must be submitted in writing to OMPA within ten (10) days of OMPA's award of a contract or purchase order. Any Bidder who does not timely protest waives all claims arising from or related to the contract or purchase order, and the RFP process.
3. **Tax Exempt Status.** OMPA is exempt from the payment of any sales taxes, pursuant to 68 O.S. § 1356, and Article 10, Section 6 of the Oklahoma Constitution.
4. **Applicable Laws.** By submitting a Bid, the Bidder acknowledges that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project (in force and effect now, and as amended) shall apply to the Contract throughout, and they will be deemed to be included in the Contract. The laws of the state of Oklahoma shall apply to any dispute arising from or related to this Bid. The District Court of Oklahoma County, Oklahoma shall have exclusive jurisdiction to adjudicate any such disputes.
5. **Drug Free Workplace.** OMPA seeks to provide a drug free workplace for all of its employees. All contractors working on an OMPA facility shall comply with OMPA's drug free workplace policies.
6. **OMPA Reservation of Rights.** OMPA reserves the right to reject any or all Bids, to waive any and all informalities, to evaluate Bids, and to disregard all nonconforming, nonresponsive, and/or conditional Bids.
7. **“Sole Brand” or “No Sub” Items.**  Items with a “Sole Brand” or “No Sub” designation in the description shall be furnished as the specified manufacturer and model/part number. No exception may be taken to the specification, and no alternate shall be accepted. In those cases where a manufacturer has discontinued the specified model/part number, the bidder shall so indicate on the bid or quote. If a replacement item is available, the new model/part number shall be indicated on the bid or quote form and the price quoted. It shall also be noted whether the replacement item is a direct replacement for the obsolete part number originally requested. If not, or if the specifications differ in any way, the bidder shall explain any discrepancy in detail, and corresponding drawings or descriptive literature shall be included with the quote.
8. **Approved Equivalents.** Unless an item is designated as a “Sole Brand” or “No Sub” item, any manufacturer’s name, brand name, information and/or catalog number listed in a specification is for informational or cross-reference purposes and is not intended to limit competition. Bidders may offer any brand/manufacturer for which they are an authorized representative, provided it meets or exceeds the specification of the listed item. If quoting an equivalent product, bidders shall indicate the manufacturer’s name and part number on the bid or quote form. The bidder shall also provide all necessary information and explanation to support that the proposed equivalent will meet the requested specifications and is not considered an exception.

# EXHIBIT A - PROPOSAL

**Summary:**

OMPA is requesting quotes for supplying fall protection upgrades at Kaw Hydroelectric Plant in Ponca City, Oklahoma. Successful Bidder shall be required to attend OMPA Safety Training prior to work commencing on the project. All employees will be required to wear Flame Resistant Clothing (FR), Safety Boots, Hardhats, Gloves, and Safety Glasses. Outerwear such as coats and coveralls shall be FR as well.

The following upgrades will be performed:

**Handrails**

Successful Bidder shall install handrails at the Kaw Hydro Facility to the following specifications:

1. Metal Construction.
2. Install in accordance with OSHA standard 1910.29.
3. Finished rails should be painted safety yellow and rated for exterior use.
4. 906 Level - Materials used must be Galvanized or stainless. Please provide pricing for each option if available.
5. 996 Level - Remove narrow gate and widen handrails to width of ladder. Reinstall new gate provided by bidder.
6. Install access to a/c units outside of the control room with gate installed for access and approximately 15ft of handrail. Industrial scaffolding provided by the bidder will be used for access during installation
7. Handrail and gate to be installed to the roof of the battery room to include approximately 13ft of handrail and gate provided by bidder.
8. 906 Level replace 3 ladders and install 3 matching gates. Fill in gaps from walls to ladder with handrails. Build handrails around butterfly valve pin Lock Out. Install handrails around the access to the penstock.
9. Roof Top handrail. See attached picture. 100% tie off will be used for rooftop installation.



**TOTAL BID PRICE**: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIDDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of Bidder)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Business Address of Bidder)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (City) (State) (Zip Code)

Signature of Bidder of Authorized Representative

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Month) (Day) (Year)

**EXCEPTIONS**

Exceptions that the Bidder takes to the attached specifications, and/or alternates shall be listed here. The Bidder shall also clearly indicate if there are no exceptions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

1. For purposes of competitive bids, I certify:
	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 of the Oklahoma Municipal Power Authority, 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:
		1. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
		2. 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,
		3. 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, nor
		4. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes.
2. 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 or the Oklahoma Municipal Power Authority any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name

 Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the name of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states 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 as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms

are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

 Subscribed and sworn to before me this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

My Commission Expires: ­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OMPA CONTRACTOR INFORMATION SHARING POLICY**

**Purpose**

To ensure contractor familiarity and compliance of OMPA safety and site procedures when performing work at any OMPA or member city substation, transmission line or distribution line.

**Scope**

This policy applies to all contractor personnel working on site at OMPA or member city owned substations, distribution, or transmission facilities

**Applicability**

This policy applies to contractors as well as to all individuals performing work under the contractors’ control, including employees of the contractor and subcontractors who have been retained by the contractor.

**Definitions**

Host Employer: An employer that operates, or that controls the operating procedures for, an electric power generation, transmission, or distribution installation on which a contract employer is performing work covered by OSHA standards.

Contract Employer: An employer, other than a host employer, that performs work covered by OSHA standards under contract.

**Enforcement of OMPA Policies**

Contractors are required to perform assigned tasks in a safe, environmentally sound manner, using industry standard work practices. If there is a violation of any OMPA Policy or safety requirement, any OMPA employee can immediately stop activity in progress until the violation is corrected. OMPA management will be notified of the deficiency and if directed to do so by OMPA management, the contractor will leave the site until the cause of the violation is resolved.

**Host Employer Information Sharing**

As a Host Employer, OMPA must provide characteristics of its system related to safety including:

* Nominal voltages of lines and equipment
* Maximum switching-transient voltages
* Protective grounds/equipment grounding conductors
* Locations of circuits/equipment
* Design/operation information

If known:

* Conditions related to the safety of the work to be performed
* Condition of protective grounds and equipment grounding conductors
* Conditions of poles
* Environmental conditions related to safety
* Switch and break positions
* Lockout/tagout clearance boundaries

**See Appendix A for OMPA’s Host Employer Information Sharing Form**

**Contract Employer Information Sharing**

The Contract Employer performing work on behalf of OMPA or OMPA member cities must instruct its employees in the hazardous conditions, relevant to employees’ work, of which the contractor is aware as a result of information communicated by the host. The following must also be communication by the Contract Employer to its employees:

Unique hazardous conditions presented by the contract employer's work

* Unanticipated hazardous conditions found; within two working days after discovery
* Coordinate work rules so each of their employees are protected.

**Drugs and Alcohol**

Possession of, or being under the influence of drugs or alcohol, on OMPA or member city property will result in ejection from the site. If any illegal or controlled substances are involved, law enforcement will be notified.

**Firearms**

Firearms are not permitted on any OMPA sites.

#

**Danger Lockout/Tag out Program**

OMPA employees will be responsible for performing any Danger tagging/locking of equipment prior to work being performed. In Edmond, a switching procedure database is in place. Contractor work shall be reviewed with OMPA management to determine the need for Lock out /Tag Out. Non-OMPA employees shall not be permitted to remove any Danger tags or locks, or operate any valve or circuit that is locked out. Violation of this rule will result in contractor removal from site.

**Personal Protective Equipment (PPE)**

Hard hats, safety glasses, and steel-toed shoes are required to be worn in all field locations. Any additional PPE required for the contracted work such as fall protection harnesses, special gloves, FR clothing or eye wear shall be the responsibility of the Contractor. OMPA will not lend or allow use of OMPA PPE for any contracted work.

**Emergency Situations**

The Manager of Engineering Services is the point of contact for emergency situations and can be reached at 405-359-2507.

**Cleanliness**

All personnel are required to maintain the work area in a clean, orderly, and safe condition. Additionally, the contractor is required to secure all partially completed work, so as not to create a safety or environmental hazard condition. Upon completion of work, contractor shall ensure that the work area is clean, orderly and remove any unused materials from the premises.

**Spills**

In the event a spill occurs, the contractor shall take appropriate measures to stop the spill, contain the spill, and notify an OMPA supervisor or person overseeing the work. The OMPA supervisor shall then notify the Environmental Engineer so the spill can be reported to appropriate authorities. It shall be the contractor’s responsibility for cleanup and disposal from the premises of any waste generated if the spill or waste was caused by the actions or negligence of the contractor.

**Revision History:**

|  |  |  |
| --- | --- | --- |
| **Version #** | **Date** | **Action** |
| 00 | 10/31/2014 | New |
| 01 | 03/09/2015 | Revised spill language |

**Appendix A: Host Employer Information Sharing Form**

|  |
| --- |
| **Oklahoma Municipal Power Authority Host Employer Information Sharing Form** |
| **Project Name:** | Kaw Fall Protection Upgrades |
| **Project Location(s):** | Ponca City, OK |
| **Project Description:** | Upgrade Fall Protection at Kaw |
| **Contract Employer:** |  |
| **Contractor Primary Contact:** |  |
| **Contractor Primary Phone:** |  |
| **Estimated Work Dates:** | September 2022 – November 2022 |
| **Nominal Voltages of lines & equipment:** | 13.5 kV, 69 kV |
| **Maximum switching -transient voltages:** | NA |
| **Hazardous Induced Voltages:** | NA |
| **Protective Grounds/equipment grounding conductors:**  | NA |
| **Location of circuits/equipment:** | Various |
| **Design/operation information:** | Hydroelectric Plant |
| **Other:** |  |
|   |
|
| **OMPA Approval (Name)** |  |
| **OMPA Approval (Signature)**  | **Date** |
| **AcknowledgementI acknowledge receiving both OMPA's Contractor Information Sharing Policy and the information listed above related to this project and will abide by the aforementioned policies and procedures.** |
| **Contractor Approval (Name)** | **Date** |
| **Contractor Approval (Signature)**  | **Date** |