

1. Solicitation #: 2023-0203 REBID

2. Solicitation Issue Date: 04/10/2023

3. Brief Description of Requirement:

Oklahoma Water Resources Board(OWRB) requesting bids from qualified vendors to install and develop as many as three (3) observation wells at three (3) different locations in the Rush Springs aquifer (See Attachment A)

All Inquiries must be submitted in form of questions or requests for clarification via email and received before 3 pm (CST) April 14, 2023. Questions received after that deadline will not be answered.

4. Response Due Date ¹: April 27, 2023

Time: 5 P.M. CST/CDT

5. Issued By and **RETURN SEALED BID TO** ²:

Agency Name : Oklahoma Water Resources Board
(Attn : Anil Pillai)
3800 N. Classen Blvd
Oklahoma City, OK 73118

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: Anil Pillai
Phone: 405 530-8872
Email: Anil.Pillai@owrb.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries.



*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation# 2023-0203A

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: ____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ Fax #: _____
Email: _____ Website: _____

4. Bidder currently engaged in a boycott of goods or services from Israel:

- YES
 NO

5. Registration with the Oklahoma Secretary of State:

- YES - Filing Number: _____
 NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – Include with the bid a certificate of insurance.
 NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.¹

¹ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Water Resources Board Agency Number: 83500

Solicitation or Purchase Order #: 2022-0203A

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, 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 said bid;
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, nor
 - d. 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 this title.

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 this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
OR
 the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Oklahoma Water Resources Board (OWRB) in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the **Oklahoma Water Resources Board 3800 N Classen Blvd Oklahoma City OK 73118** at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will be net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. 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 successful bidder(s) agree 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.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for

the duration of the Contract and for a period of seven (7) 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 seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

OKLAHOMA WATER RESOURCES BOARD
SPECIFICATIONS AND STATEMENT OF WORK
OWRB ITB/RFP No. 2023-0203 REBID

Drilling and Construction of Groundwater Observation Wells, W Oklahoma

1.0 INTRODUCTION

1.1 Background Information

The Oklahoma Water Resources Board (OWRB) is requesting bids from qualified vendors to install and develop as many as three (3) observation wells at three (3) different locations in the Rush Springs aquifer to assess the ambient quality and quantity of groundwater in the area. The final number of wells will depend on bid prices, available funds, and the ability to meet project deadlines.

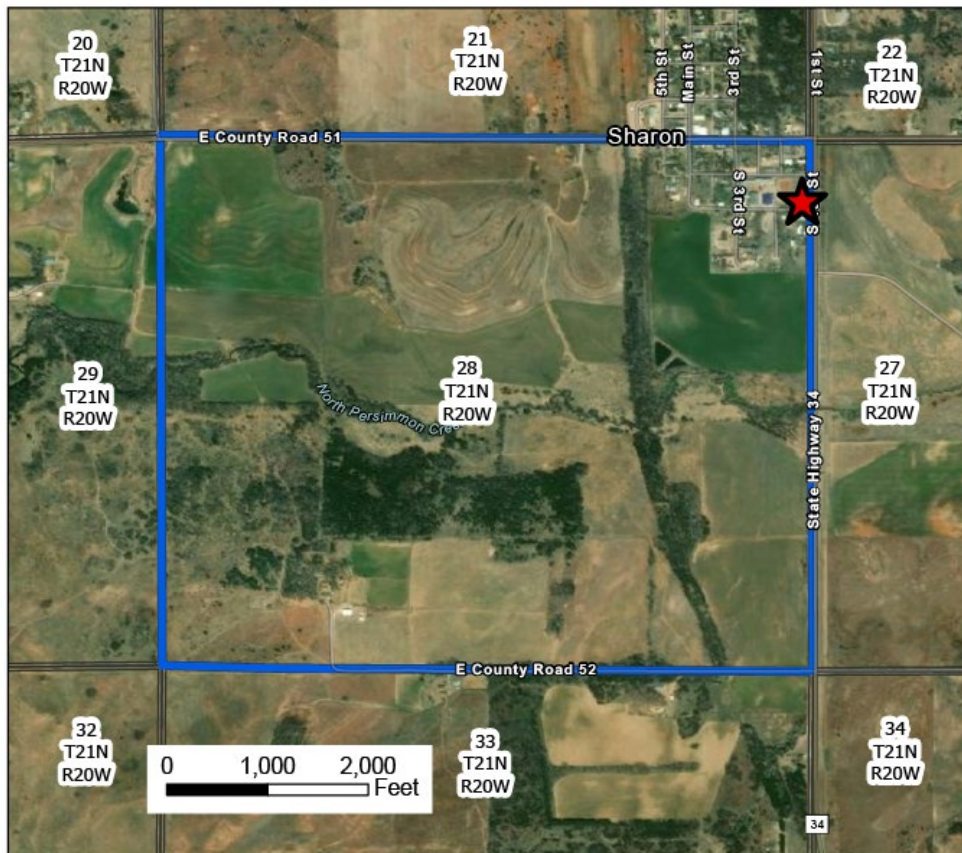
The Rush Springs aquifer consists of the Permian-age Rush Springs and Marlow Formations. The target for this drilling is the Rush Springs Formation which has been described by the Oklahoma Geological Survey as “orange-brown, cross-bedded, fine-grained sandstone with some dolomite and gypsum beds”³. While the thickness of the Rush Spring Formation varies depending on location, well logs of water supply wells near the target drilling locations describe sandstone layers around 100 feet below ground surface or shallower.

Figures 1-3 show the general geographic locations of the proposed observation wells which are at the Sharon-Mutual and Leedey Public Schools, and the Camargo Mesonet site respectively. The anticipated total depth (TD) of the wells would likely be 130 feet or less. The exact depth of each well will be determined as drilling activities take place and target lithologies within the Rush Springs aquifer are reached. For more detail about the drilling sites, see Attachment A.

The OWRB reserves the right to scale back specified work tasks/items if total available project funding is exceeded by the bids received; including the total number of wells drilled or the proposed maximum depths of some or all of the wells.

The OWRB will consider bids on the drilling of individual wells as well as all three wells, but any company bidding on less than all three wells must make that explicit in the introduction of their bids and may have their bids considered as part of a second company’s bid for the remaining wells when considering overall costs. The OWRB reserves the right to award the drilling of wells to separate contractors or to a single contractor to complete the work in an efficient manner that best meets programmatic goals. All bids should be itemized for individual wells.

³ Fay, R. O. 2010. Preliminary Geologic Map of the Foss Reservoir 30’ X 60’ Quadrangle, Beckham, Custer, Dewey, Ellis, and Roger Mills Counties, Oklahoma. Oklahoma Geological Survey. <http://ogs.ou.edu/docs/OGQ/OGQ-78A-color.pdf>

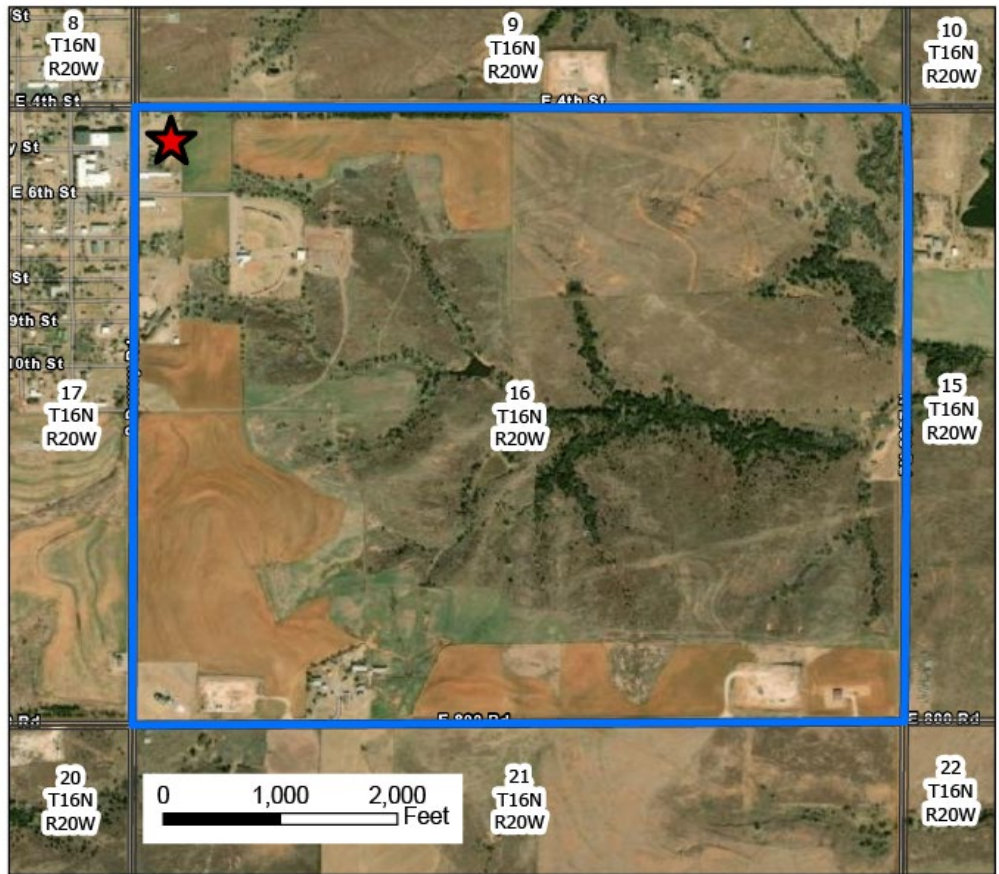





- Adjacent sections
- Proposed section for drilling at Sharon
- ★ Proposed drilling location (approximate)

Esri Community Maps Contributors, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, Maxar



Figure 1. General location of drilling site on Sharon-Mutual Public Schools property (★) Drilling location is the NE, NE, NE of Sec. 28, Twp. 21N, Rng. 20WI, in Woodward County.

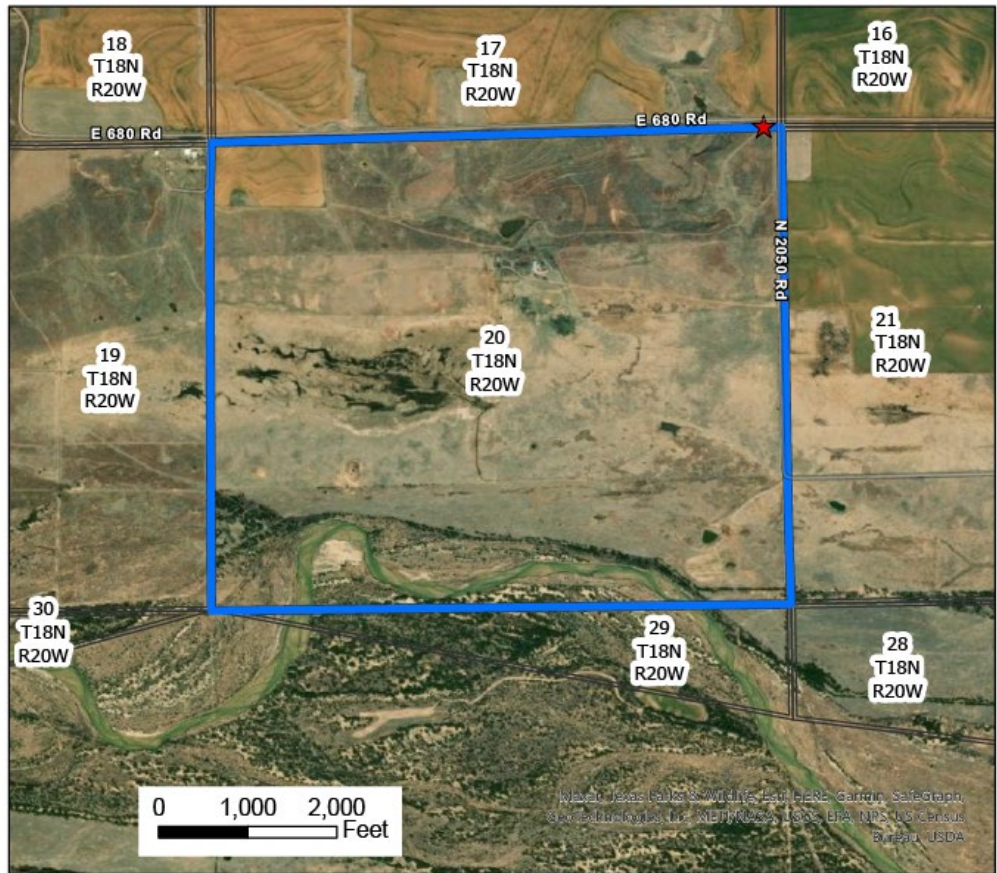


-  Adjacent sections
-  Proposed section for drilling at Leedy
-  Proposed drilling location (approximate)

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Figure 2. General location of drilling site on Leedy Public Schools property (☆) Drilling location is the NW, NW, NW of Sec. 16, Twp. 16N, Rng. 20WI, in Dewey County.






-  Adjacent sections
-  Potential Camargo site at mesonet location
-  Section 20-T18N-R20W



Figure 3. General location of drilling site on Camargo mesonet property (☆) Drilling location is the NE, NE, NE of Sec. 20, Twp. 18N, Rng. 20WI, in Dewey County.

2.0 DEFINITIONS

- 2.1 "Contractor" means the bidder who is selected by and enters into a contract with the OWRB to provide the products and services in accordance with these Specifications and other applicable documents.
- 2.2 "Drilling Site" means the precise location where the well or wells are to be drilled and completed.
- 2.3 "OWRB Drilling Project Manager" means the designated employee of the OWRB responsible for oversight of the Contractor's performance.
- 2.4 "Proper Invoice" means an invoice submitted by the Contractor that includes all requirements for processing for payment in accordance with the terms of the contract and applicable state or federal statutes, including but not limited to the Contractor's business name, address, invoice number, date, a description of all products and services rendered by the Contractor for the period covered by the invoice, and such documentation as may be required by the OWRB or State law or regulation.
- 2.5 "PVC" means polyvinylchloride.
- 2.6 "Surface casing" means the PVC or Steel casing/pipe that will be emplaced to stabilize the "shallow" subsurface strata to prevent or abate cave in as the remainder of the well is drilled/constructed.
- 2.7 "Well casing" means the interior casing constructed of PVC that will be emplaced to a depth.
- 2.8 "Section" means the text of any enumerated subdivision of these Specifications (e.g., 3.2.1), or group of enumerated subdivisions under a bolded or underscored heading (e.g., all of the subdivisions numbered 3.1.1 through 3.1.5 under 3.1 General Specifications, or all of the subdivisions numbered 3.1.1 through 3.4.5 under **3.0 WORK REQUIREMENTS**), as the context requires.
- 2.9 "Specifications" means this Specifications and Statement of Work document in its entirety.

3.0 WORK REQUIREMENTS

3.1 General Specifications

- 3.1.1 An exact specification for drilling depths at these locations cannot be exactly pre-determined for the project wells. The Target Drilling Depth(s) and the Proposed Well Screen Depths at each site (that will be used to as a guide) are provided in the summary of site information (attachment A). The OWRB and well drilling contractor will consult and agree upon a well depth terminus and screen size/depth based on the "facts" on the ground (including the lithology encountered and the cost allowances associated with the project).
- 3.1.2 A total of three (3) wells will be drilled at the following locations in an order agreed upon by the Contractor and OWRB with final determination by OWRB: a well located at the Sharon-Mutual Public Schools site, Leedey Public Schools site, and the Camargo Mesonet site.
- 3.1.3 The Drilling Contractor shall be responsible for the verification of the existence and location of all underground utility lines or pipelines at the Drilling Sites.
- 3.1.4 The Contractor shall be present at the first specified site and commence drilling operations at a date agreed upon by OWRB and within 14 calendar days of award of the contract, as indicated by issuance of a purchase order and notice of award to the Contractor, **OR** on a date agreed upon between the Contractor and the OWRB Drilling Project Manager or their designee.
- 3.1.5 The drilling operations at different sites may be required to be on different days to allow OWRB staff to be present at the time of drilling and to facilitate access from landowners.
- 3.1.6 The groundwater observation wells shall meet the minimum construction standards as described in Oklahoma Administrative Code (OAC) Title 785, Chapter 35, Subchapter 7 of the Oklahoma Water Resources Board's rules and regulations (<https://www.owrb.ok.gov/rules/pdf/current/Ch35.pdf>) and the specifications stated under Sections 3.2, 3.3 and 3.4 below. The standards will be further referenced as 'Well Construction Standards'.
- 3.1.7 The Drilling Contractor shall be responsible for repairing any damages determined by the OWRB to be caused by the Contractor's crew or equipment to fences, gates, structures, facilities and the land surface on the property. Additionally, excess drill cuttings will have to be removed from the site after job completion.

3.2 Drilling and Casing Specifications General

- 3.2.1 The drilling method specified will be **Mud-Rotary Drilling**, with other methods recommended by the driller to be considered for quality, time, and cost constraints.
- 3.2.2 The diameter of the observation wells should not exceed 8.25 inches. The nominal diameter of the casing should not exceed 4 inches and be no less than 2 inches with a preference of 4 inches.
- 3.2.3 The PVC casing and surface casing materials must meet or exceed the SDR-26.
- 3.2.4 The Casing depths are not fully specified but wells will be fully cased and will follow the Target Drilling Depth(s) in Attachment A as a guide with exact depths to be agreed upon between the Contractor and OWRB with final determination by OWRB.
- 3.2.5 The Surface Casing depth is not fully specified but will be from 3.5 ft above the ground surface to a minimum of 10 ft below ground surface and will extend beyond any overlying alluvial materials unless completion method renders the minimum depth of the surface casing unnecessary – exact depths to be agreed upon between the Contractor and OWRB with final determination by OWRB.
- 3.2.6 The screen interval for each observation well shall be approximately 10-30 feet in length and completed in the Rush Springs formation (as observed in the lithological examination during drilling). The depths given in Proposed Well Screen Depths in Attachment A are a guide with exact depths to be agreed upon between the Contractor and OWRB with final determination by OWRB.
- 3.2.7 Screens shall be factory slotted.
- 3.2.8 Drilling shall be performed in such a manner that the resultant hole is plumb, with a deviation of less than 0.5 feet from the vertical for each 50 feet of depth in the hole.
- 3.2.9 During casing installation, OWRB may require the well casing will be kept plumb/vertical in the well bore by using centralizers attached every 50 feet.
- 3.2.10 If desired by OWRB, and dependent on the drilling method, the Contractor shall assist the OWRB staff in the collection of drill cuttings, at 5 to 10 foot intervals (dependent on the geology/lithology) that are returned to the surface.
- 3.2.11 For the three (3) observation wells, once the bore hole depth is reached that is deemed appropriate for installation of the well casing, the Contractor shall clean the hole to remove foreign material and drill cuttings from the borehole.
- 3.2.12 The Contractor may, at the discretion of OWRB, be required to pause operations to permit OWRB staff, or other OWRB representatives, to perform additional geological logging operations.

3.3 Geological Logging Specifications

Geologic logging for each observation well and description of lithology (shale, sandstone, gypsum, etc.), grain size, color, saturated/unsaturated, and potentially hardness/induration.

3.4 Well Completion Specifications

- 3.4.1 The Contractor shall clean the hole once the well drilling is deemed completed to remove all foreign material, drill cuttings, and fine particles and shall continue to develop the well by pumping the well until the water is clear or accepted by the OWRB Drilling Project Manager or their designee.
- 3.4.2 Surface casing shall extend 3.5 feet above ground surface.
- 3.4.3 Surface and annual seals will be placed according to Well Construction Standards.
- 3.4.4 A surface pad with the dimensions of 4x4 (feet) and 4 inches thick will be installed around the surface casing. The pad will be sloped in a manner that water will not entrain around the base of the casing.
- 3.4.5 At the Camargo Mesonet site, to allow for future equipment install, the Contractor will either install, or work with OWRB staff to install, a 1" grey PVC conduit that comes up 0.5' next to the well and extends out approximately 1 ft from the bottom edge of the slab. This would be capped and marked.

4.0 DELIVERABLES

- 4.1 Three (3) groundwater observation wells at three (3) site locations completed within a timeframe agreed upon with OWRB but not to exceed 06/20/2023. Final decision as to the suitability of the timeframe is at the discretion of the OWRB Drilling Project Manager.
- 4.2 For this contract, **workdays** will not be limited to Monday through Friday or within certain hours of the day other than as required by the Landowners and any local ordinances. Allowable start and end hours of workdays will be determined by agreement of the Contractor and OWRB after discussion with the relevant Landowners. Final determination of allowable work hours will be at the discretion of OWRB. The completion date of the well(s) may be extended a maximum of five (5) workdays due to weather conditions or unanticipated equipment problems, if such extension is approved in advance by the OWRB Drilling Project Manager or their designee.

5.0 GOVERNMENT FURNISHED SERVICES

- 5.1 The OWRB will ensure that all permissions, rights of access, and easements are obtained from the landowner where the Drilling Site is located and provide documentation to the Contractor.

6.0 INSPECTION/REPORTING REQUIREMENTS

- 6.1 The OWRB Drilling Project Manager or their designee will be at the Drilling Site during all drilling and completion operations.
- 6.2 The OWRB Drilling Project Manager or their designee will inspect the groundwater observation well within two (2) business days after the completion of the well, to ensure the well is in compliance with the Specifications and meets the minimum construction standards of this agreement.
- 6.3 Within seven (7) calendar days after the final well inspection, if the inspection shows the groundwater observation well meets all specifications, then the OWRB will provide the Contractor a written letter of acceptance.
- 6.4 At the time of the bid and throughout the term of the agreement, the Contractor shall possess a current, valid Driller/Pump Contractor license with certification in commercial drilling of Groundwater Wells from the OWRB.
- 6.5 Within 60 days after the date each observation well is completed, the Contractor shall file a properly completed multi-purpose well completion report or enter all appropriate data into the on-line well log database, showing information on the construction of the observation well.
- 6.6 If payment is received by the Contractor in excess of 45 calendar days after the latest of (a) the date of a Proper Invoice, (b) the date the OWRB receives a Proper Invoice from the Contractor, or (c) the date of receipt by the OWRB of the goods or services in an acceptable condition specified by the contract or purchase order, then the Contractor may be entitled to claim an interest penalty. Oklahoma Statutes Title 62, Sections 41.4a through 41.4d; and OAC Title 260, Chapter 10. For a copy of these rules, Contractor may contact the Office of State Finance, Room 122, State Capitol Building, Oklahoma City, OK 73105.

7.0 APPLICABLE STATUTES AND REGULATIONS

- 7.1 These Specifications, the accompanying Invitation to Bid and each of its components, and any contract that may be awarded are all governed by and subject to the laws of the State of Oklahoma.
- 7.2 The "General Terms and Conditions" included with these Specifications are incorporated herein by reference and made a part of hereof.
- 7.3 OAC Title 785:35, Well Driller and Pump Installer Licensing", of the Oklahoma Water Resources Board's rules and regulations are applicable to all specifications of this document and the work to be done by the Contractor.

ATTACHMENT A – Summary of Site Information

I. Sharon-Mutual Public Schools

Aquifer – Rush Springs; Sand, redbed, sandstone, clay, and shale might be present during drilling
Estimated thicknesses of precursor formations to the Rush Springs Formation:

Alluvium ~ 0 - 60 ft.

General Location: Northwest from Trotter Avenue and 1st Street intersection. Near the centerfield fence.

Legal Location: NE, NE, NE Sec. 28, Twp. 21N, Rng. 20WI, Woodward County.

Latitude 36.274213; Longitude -99.336136

Site surface elevation: 2058 ft. (MSL)

Estimated Top of Rush Springs Formation elevation: 0/-60 ft. (MSL)

Thickness of Rush Springs Formation ~194 ft.

Target Drilling Depth Range: 90-100 feet for the Sharon Well

Proposed Well Screen: Last 30 ft of well



Sharon-Mutual Public Schools Site – Ground View

II. Leedey Public Schools

Aquifer – Rush Springs; Sand, redbed, sandstone, and white rock might be present during drilling

Estimated thicknesses of precursor formations to the Rush Springs Formation:

Cloud Chief Formation ~ 0 – 174 ft

General Location: Northeast of the intersection of Dewey Avenue and Broadway Street in the field.

Approximately 240 feet east of the parking lot near the fence and north of the cargo container.

Legal Location: NW, NW, NW, Sec. 16, Twp. 16N, Rng. 20WI, Dewey County.

Latitude 35.869344; Longitude -99.339752

Site surface elevation: 2075 ft. (MSL)

Estimated Top of Rush Springs Formation elevation: 0/-175 ft. (MSL)

Thickness of Rush Springs formation - 300-475 ft

Target Drilling Depth: ~130 feet – Leedey Well

Proposed Well Screen: 110 ft – 130 ft



Leedey Public Schools site – Ground View

III. Camargo Mesonet

Aquifer –Rush Springs; Sand, clay, sandstone, gypsum, gravel, and redbed might be present during drilling

Estimated thicknesses of precursor formations to the Rush Springs Formation:

Canadian River Alluvium- unknown thickness

General Location: Southwest from E 0680 road and N2050 road intersection to the gate. Southwest from the gate approximately 115 feet on the south side of the Camargo Mesonet site close to the fence.

Legal Location: NE, NE, NE Sec. 20, Twp. 18N, Rng. 20WI, Dewey County.

Latitude 36.028660; Longitude -99.346520

Site surface elevation: 1932 ft. (MSL)

Top of Rush Springs Formation elevation: -40/-100 ft. (MSL)

Thickness of Rush Springs Formation ~130-190 ft.

Target Drilling Depth: ~110-160 feet – Camargo Well

Proposed Well Screen: ~ 30 ft, depths dependent upon lithology



Camargo Site – Ground View

ATTACHMENT B – Simplified Cost Sheet for Bidding

Example of a simplified cost sheet for bidding purposes. Where possible more detailed cost information should be provided.

<i>Attachemnt B: ITEMS (Please Bid on the Following)</i>	Feet (drilling/ materials)	QTY.	Price	Cost
Well 1: Sharon-Mutual Public Schools		1		0
Well 1:				
Well 1:				
Well 1:				
Well 1:				
Well 2: Leedey Public Schools		1		0
Well 2:				
Well 2:				
Well 2:				
Well 2:				
Well 3: Camargo Mesonet		1		
Well 3:				
Well 3:				
Well 3:				
Well 3:				0
Total				\$0.00
The State Purchasing Director may award the contract to more than one bidder by awarding the contracts by item or groups of items. One vendor may not be able to supply all items required. Please complete this attachment and include with bid response.				

ATTACHEMENT C - Cost estimate of drilling/completion of wells in the Rush Springs

As an example, a cost estimate for all associated equipment, materials and professional hours needed to complete the installation and development of three observation wells (90 to roughly 130 feet in depth/well) and to submit the required reports is provided in below. These costs were determined using the Oklahoma Corporation Commission-Petroleum Storage Tank Division ("OCC-PSTD's) current "Reasonable and Customary Unit Cost Rates" for such work. Preference will be given to bids that most closely match the cost estimate provided and that include a clear breakdown of tasks and costs but it is recognized that market fluctuations for materials may impact pricing. Additionally, the costs can be simplified to represent the Simplified Cost Sheet for Bidding given in Attachment B.

Monitoring Well Installation Event							COST CATEGORIES	
Task Notes	Cost (70%)	Fringe (30%)	Measure	Units	Total			
WELLS SUMMARY								
Total Wells				3			Salary	
Total Footage				390			Equipment	
Project Management								Supplies
Project Manager	<i>4 hours oversight plus 0.05 hours for every foot drilled</i>	\$76	\$32	Hours	23.5	\$2,538.00	Per diem/lodging	
Staff hydrologist								Mileage
Supervise Drilling	<i>0.5 hours oversight plus 0.125 hours for every foot drilled</i>	\$59	\$25	Hours	49.25	\$4,137		
Travel	<i>Staff hydrologist travel time for up to first 100 miles roundtrip travel distance</i>	\$59	\$25	Hours	2	\$168.00		
Mileage	<i>Staff hydrologist vehicle mileage for up to first 100 miles roundtrip travel distance</i>	\$1.2		Miles	100	\$120.00	Mileage per diem breakdown	
Monitoring Well Report								Four men drill crew for 1 night = 4 perdiems
Project Manager	<i>1 hour oversight per event plus 0.1 hours for every foot drilled</i>	\$76	\$32	Hours	40	\$4,320	Staff Hydro for 1 night = 1 perdiem	
Draftsman time for maps/logs	<i>0.1 hours for every foot drilled</i>	\$46	\$20	Hours	39	\$2,574	Total perdiems = 5	
Clerical	<i>2 hours per event</i>	\$38	\$16	Hours	2	\$108		
Field Supplies								Footage Perdiem breakdown
Misc.	<i>1 per well</i>	\$30		Each	3	\$90	Four men drill crew for 4 nights = 16 perdiems	
Rental Equipment								Staff Hydro for 4 nights = 4 perdiem
Water level meter	<i>1 per mobilization</i>	\$54		Each	1	\$54	Total perdiems = 20	
Survey Equipment	<i>1 per mobilization</i>	\$30		Each	1	\$30		
Decon Unit	<i>1 per well</i>	\$12.00		Each	3	\$36.00		
Drilling and Completion								
2" PVC Monitor Well	<i>Per foot of well drilled and completed</i>	\$48		Feet	390	\$18,720		
Mob/Demob	<i>Per event</i>	\$480		Each	1	\$480		
Daily Decon	<i>1 day for every 80 feet drilled</i>	\$180		Days	5	\$900		
Mileage (Drill Rig & Support Vehicle)	<i>Drill rig and support vehicle mileage for up to first 100 miles roundtrip travel distance</i>	\$6.24		Miles	100	\$624.00		
Total Drilling and Completion costs	<i>Sum of all Drilling and Completion costs</i>					\$20,724		
Markup	<i>(10% of Total Drilling and Completion costs)</i>	\$0.10			20724	\$2,072.40		
Additional Costs								
Staff Hydro mileage over 100 miles roundtrip	<i>Additional vehicle mileages and travel times cost for staff hydro personnel for travel distances greater than 100 miles roundtrip</i>	\$2.88		Miles	142	\$408.96		
Mileage (Drill Rig & Support Vehicle & Labor) over 100 miles roundtrip	<i>Additional vehicle mileages and travel times cost for drill rig, support vehicle and personnel for travel distances greater than 100 miles roundtrip</i>	\$6.240		Miles	142	\$886.08		
Mileage PerDiem	<i>PerDiem based on total roundtrip mileage</i>	\$147.60			5	\$738		
Footage PerDiem	<i>PerDiem based on total footage installed</i>	\$147.60			20	\$2,952.00		
Total for Monitoring Well Installation Event						\$41,956.44		

Project and Reference Sheet

Your Company Name (Please Print) _____

Contact Name (Please Print) _____

Current DPC# _____

Please provide a brief description of a past project similar to the needed observation well. Please include contact information of well owner.

You may attach separate sheets.

Reference Contacts

Name (Please Print) _____

Telephone number _____

Email address (if available) _____

Name (Please Print) _____

Telephone number _____

Email address (if available) _____

CHECK LIST

ITEMS TO RETURN:

1. Responding Bidder Information: COMPLETED AND SIGNED
2. Certification For Competitive Bid Form 004 :COMPLETED AND SIGNED
3. Please list prices bid on Attachment B cost sheet provided in solicitation. Award will be given based on total cost to **“Best Value”** bidder by item or groups of items. Include information to allow comparison to specifications.
4. Project and Reference Sheet

ON OUTSIDE OF ENVELOPE, PACKAGE OR CONTAINER WRITE:

SOLICITATION NUMBER: 2023-0203

BID CLOSING DATE : April 20, 2023