OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION

Solicitation Cover Page

For Minor Projects under Statutory Amount

Office of Management & Enterprise Services ■ Capital Assets Management ■ Construction and Properties

DATE OF SOLICITATION made as of the 29th day of **October** in the year 20**26**.

Solicitation Information:

Solicitation Number: **001Z**

Project Name: Ellis WMA / Packsaddle WMA Cedar removal

Address: **Packsaddle WMA Entrance | Crossroads of E. County Rd. 77 & US-283**

City ZIP: **Crawford, OK 73638**

Bids Due: **Friday, November 20, 2026** at **3:00 PM. CST**

Using Agency Information:

Using Agency Name: **Oklahoma Dept. of Wildlife Conservation**

Point of Contact: Zachary Bural

Mailing Address: **PO Box 53465**

City, ST Zip: **Oklahoma City, Oklahoma 73152**

Delivery Address: **1801 North Lincoln Boulevard**

City, ST Zip: **Oklahoma City, Oklahoma 73105**

Phone: **405-521-2097**

Email: **Zachary.bural@odwc.ok.gov**

The **Oklahoma Department of Wildlife Conservation** is inviting written bids for all Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies and appurtenances described by this solicitation.

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

The requirements of the proposed contract for construction are described within this Solicitation, and the Solicitation will become a part of any resultant Contract. Bidder will perform work in compliance with all applicable codes, standards, ordinances and laws. The issuance of this Solicitation does not guarantee that the State of Oklahoma will enter into an agreement, and the State reserves the right to reject any and all bids.

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

- Bid Form: Submit your Bid using the form provided;
- Agreement Between Owner and Contractor: This is the contract that will be used but is provided for reference to terms only (do not complete);
- Contractor's Invoice: After contract award, this document must be submitted for Payment, no letterhead invoices are accepted; and
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.

A **Mandatory** Pre-bid conference and walk-through will be held **TUESDAY, NOVEMBER 10TH, 2026 AT 10:00 A.M. CST at the following location: Packsaddle WMA Entrance | Crossroads of E. County Rd. 77 & US-283, Crawford, OK 73638.**

If the Bidder has any questions about this Solicitation, please contact the Using Agency Contact listed above.

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

OKLAHOMA

Bid Form

For Minor Projects under Statutory Amount

Oklahoma Department of Wildlife Conservation

- **Bid Form: Sign, date and return Bid Form provided in Solicitation Package.**
- **Scope of Work (SOW): Description, Requirements and Agreement of the Work Needed to Complete the Project.**
- **Registered as a Supplier to do Business with the State of Oklahoma. Supplier Portal (oklahoma.gov)**
- **Supplier Insurance: General Liability Insurance and Workers Compensation or Exemption.**
- **Comply with the Federal Purchasing Requirement "Build America Buy America" (BABA) when applicable**

To: Oklahoma Department of Wildlife Conservation
Accounting Department
1801 N Lincoln Blvd
Oklahoma City, OK 73105
ATTN: Zachary Bural
RE: Solicitation Number: **001Z Cedar tree removal on Ellis/Packsaddle WMA**

_____, _____, _____, _____,

_____, _____, _____, _____,

_____, _____, _____, _____.
(List Addendum Number(s) received above)

From: _____
(Firm Name)

_____
(Address)

_____
(City/State/Zip)

_____ _____
(Telephone No.) *(EIN/TIN No.)*

_____
(Email Address)

ARTICLE 1: General.

1.1 The undersigned, being familiar with the local conditions affecting the cost of the work, with the Solicitation for Bids and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the sums listed herein.

1.2 In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date bids are due. Work is to start within ten (10) days after receipt of Notice to Proceed.

1.3 If awarded the project:
(Indicate applicable response and fill in days below)
☐ We propose to complete this work within **90 Days** calendar days from the date of receipt of the Notice to Proceed.
OR
☐ We propose to complete the work in _____ calendar days.

ARTICLE 2: Compliance.

2.1 The Bidder certifies that:

2.1.1 they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices;

2.1.2 they, and all sub-contractors and suppliers performing work on the Project, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312;

2.1.3 they will comply with the laws relating to public construction in the Oklahoma Statutes (Title 61) and the Oklahoma Administrative Code (Section 260, Chapter 65); and

2.1.4 they will comply with all State of Oklahoma Governor's Executive Orders, including those relating to the prohibited use of any and all tobacco product on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

ARTICLE 3: Bid Proposal:

To furnish all necessary Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies, and appurtenances to complete all the Work upon which is within these Contract Documents. Any required overtime and similar costs to complete the Project within the above stated days, is included.

Fill out the requested rates and apply that rate to the estimated quantities to establish a comparative basis for contract award. The quantities are estimates only and may not reflect actual contract usage. The State will only assign work based upon need and makes no warranty or guarantee as to any minimum amount that may be authorized under the contract.

Category	Rate		Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Packsaddle WMA Unit 2 ceder tree removal per attached specifications	$	/per acre	12 Acres	$

Total estimate of contract cost and basis of award: $ _____
(Insert amount using numbers)

_____ Dollars
(Insert amount using words)

ARTICLE 4: Alternate(s):

Alternate No. 1:

Category	Rate		Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Packsaddle WMA Unit 1 cedar tree removal per attached specifications	$	/per acre	14 Acres	$

(Insert amount using numbers)

_____ Dollars
(Insert amount using words) Circle one: ADD DEDUCT

Alternate No. 2:

Category	Rate		Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Ellis County WMA cedar tree removal per attached specifications	$	/per acre	80 Acres	$

(Insert amount using numbers)

_____ Dollars
(Insert amount using words) Circle one: ADD DEDUCT

ARTICLE 5: Statements.

5.1 Non-collusion Statement. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that

5.1.1 I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

5.1.2 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

5.1.3 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.

5.2 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 any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached

5.3 Business Relationship Statement.

5.3.1 I further certify that the nature of any partnership, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:

(If none, so state; use additional sheet if necessary.)

5.3.2 That any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is:

(If none, so state; use additional sheet if necessary.)

5.3.3 And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:

(If none of the business relationships herein above mentioned exist, then a statement to that effect. Use additional sheet if necessary.)

BIDDER:

If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

I solemnly swear or affirm, under penalty of perjury, that the foregoing is true and correct.

(Bidder Signature)	*(Bidder Printed Name)*
(Bidder Printed Title)	*(Date)*

SCOPE OF WORK

Ellis County and Packsaddle WMA Cedar Tree Removal Project

1. General Requirements

Pre-bid meeting will be mandatory for all projects/units.

Each unit will be bid on as its own turnkey project with 90 day timeframe bids will be per acre per project/unit.

Work will be completed before June 15th, major hunting season will be avoided per biologist discretion, work may be shut down due to high fire danger, these days will not count against the 90 day time frame.

Removal of all Eastern red cedar, black locust, Russian olives, and salt cedar from the project areas, as described in attached maps, to ground level and below the lowest growing limb. Removal is defined as: mastication, chipped, hand removal, cut, or use of any other method to physically remove the plant to prevent regrowth. Masticated material will average no more than 3" in depth on the ground. All deciduous fruiting species such as hackberry, rough leaf dogwood, bumelia, western soapberry and elm will also be removed if diameter breast height is less than 6".

Remove all woody species within 75' from the trunk around all cottonwood trees, except if designated as leave trees. All slash shall be removed, masticated, or chipped within 75' of any cottonwood tree.

Creek crossings should be limited and coordinated with operators and inspecting staff to minimize bank erosion.

Hand crew work may be used or needed due to topography. Lop and scatter is permitted for removal as slash. Slash shall be cut at ground level and length of pieces is not to exceed 48" in length and 18" high.

There should not be any damage to cottonwoods or leave trees, however if it occurs should be reported to the inspecting staff within 24 hours.

Any dead standing red cedar or black locust shall be removed by one of the described methods for removal.

In the event of high fire danger operations may be limited or shut down until conditions improve. Inspecting staff and operator shall work with the ODWC and Marcus Thibodeau.

Project acreage is depicted per project unit on the associated maps.

2. Bidding Requirements:

Bids are invited as stated on the solicitation cover sheet and must be returned by the date and time specified. Late bids will not be considered.

Insurance: The successful bidder will be required to provide certificates of insurance for general liability, vehicles and workers' compensation or statement of exemption from Workers' Compensation Act Affidavit (attached) upon notification that they are the successful bidder. Minimum insurance requirements are detailed in section 5.8 of the attached sample Standard Form Of Agreement Between Owner And Contractor For Minor Or Maintenance Projects – CAP Form A106. A contract will not be awarded without the required proof of insurance.

Basis of the Contract: Failure to submit a complete bid may disqualify the bidder. ODWC reserves the right to make any inquiries to insure that the lowest bidder is able to complete the work in a satisfactory manner.

Pre-Bid Meeting: Mandatory Pre-Bid Meeting will be held at **10:00 AM Central Standard Time** on **November 10th, 2026** at the following location:

Packsaddle WMA Entrance
Cross Roads of E County Rd 77 & US-283
Crawford, OK 73638

3. EXECUTION

Terms and conditions: As stated in the contract.

The contract will be issued by the Office of Management and Enterprise Services, Construction and Properties Division (OMES/CAP). The Contractor shall not begin work until the contract is in place and written notice to proceed has been issued by OMES/CAP.

Change Orders: Changes in the work shall not be undertaken without prior written authorization from OMES/CAP and ODWC. Field personnel are not

authorized to modify the scope of work in any way or to issue change orders to this contract. Contractor shall submit a written request for a proposed change, the reason for the proposed change and the increase or decrease in price and time required as a result of the change to the Certified Procurement Officer (CPO) noted in these documents. The CPO will seek any necessary approvals.

Scheduling: Awarded contractor shall provide Agency Representative with proposed work schedule prior to beginning work. If awarded multiple projects at one time, all sites must be completed within the required timeframe noted in the scope of work.

Travel: Contractor will not be compensated for travel to and from work sites.

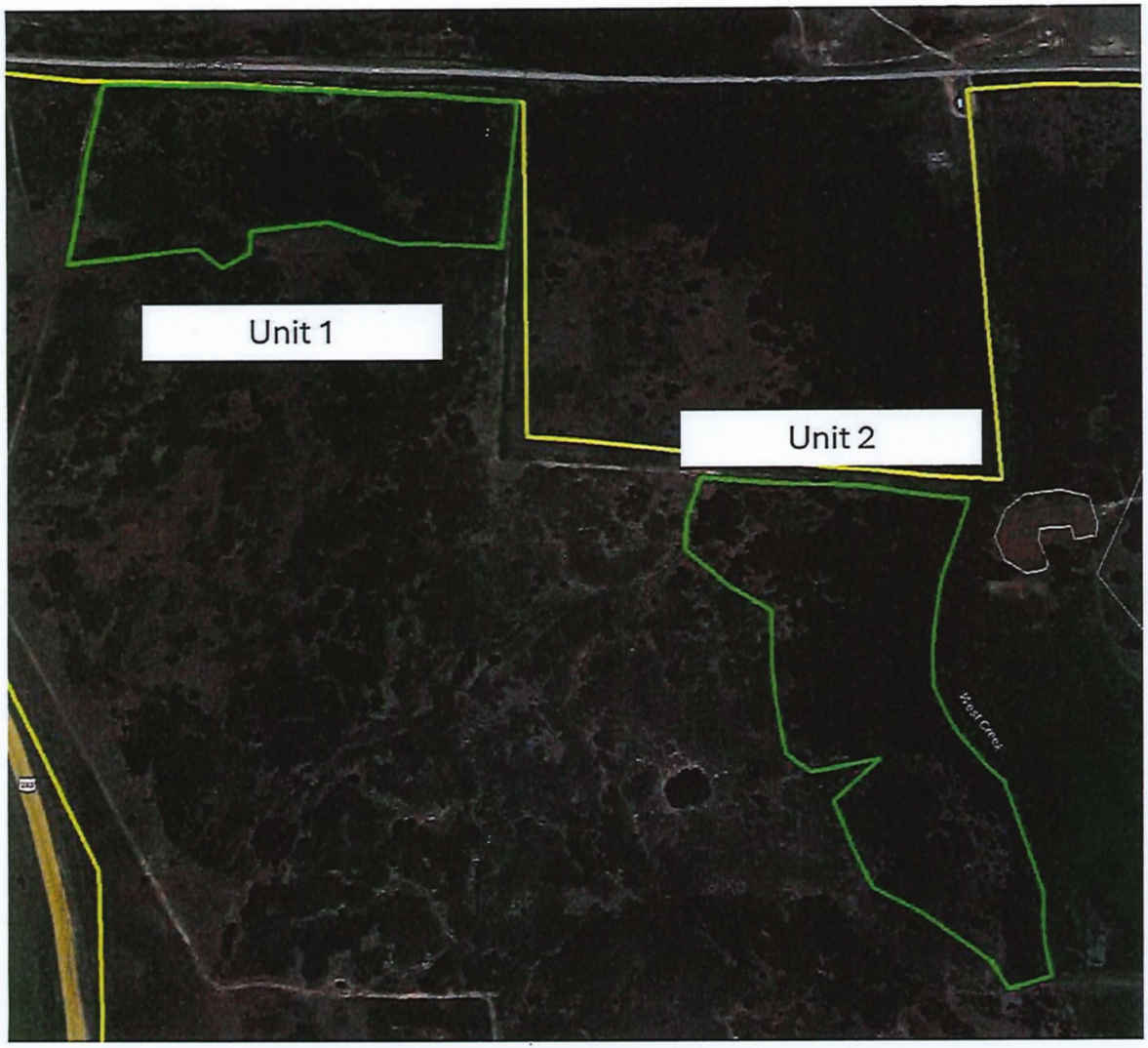
Closeout: Upon completion of the work, Contractor shall conduct final inspection with Agency Representative and complete any corrective work as directed.

*****End of Scope of Work*****



Ellis County WMA CR 174 Project

- 79.5 acres



Packsaddle WMA West Creek Project

- Unit 1 - 14 acres
- Unit 2 – 12 acres
- Total project 26 acres

OKLAHOMA
Office of Management & Enterprise Services

Statement of Exemption from Workers' Compensation Act Affidavit

Office of Management & Enterprise Services ■ Capital Assets Management ■ Department of Real Estate Services ■ Construction and Properties

Pursuant to Attorney General Opinion #07-8, the exemption from the Workers' Compensation Act provided for in 85a O.S. applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.

DATED this _____ day of [Select] in the year **20**___.

BETWEEN THE OWNER:

State of Oklahoma
OMES/CAM/DRES Construction and Properties
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

PROJECT:

_____
(CAP Project Number)

_____
(CAP Project Name)

_____
(Address/Location)

ON BEHALF OF THE USING AGENCY:

_____
(Using Agency Name)

CONTRACTOR/CONSTRUCTION MGR/DESIGN-BUILDER: Is this a d/b/a (doing business as)? ☐ Yes ☐ No

_____ _____
(Company Name) *(City, State ZIP)*

_____ _____ _____
(Address) *(Email)* *(Telephone Number)*

Claimed Exemption(s):

☐ Title 85, Section 311.5

☐ Other: _____

I, the undersigned, hereby solemnly swear or affirm, under penalty of perjury, that I am exempt from the Oklahoma Workers' Compensation Act and hereby waive any claim against the State of Oklahoma, including but not limited to, the Owner and the Using Agency, and/or their agents, and I assume all responsibility for accidents, injuries or losses incurred by me or one of my employees, subcontractors or suppliers while in connection with any activity conducted with performance of the contract for construction, thereby releasing the aforesaid from any responsibility under the Workers' Compensation laws of the State of Oklahoma.

_____ _____
(Authorized Representative Signature) *(Date Signed)*

_____
(Authorized Representative Printed Name)

_____
(Authorized Representative Printed Title)

_____
(EIN/TIN number)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Oklahoma Department of Wildlife Conservation
1801 N Lincoln Blvd.
Oklahoma City, Oklahoma 73105

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE

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OKLAHOMA
Office of Management & Enterprise Services

Construction and Properties

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

(MINOR OR MAINTENANCE PROJECTS)

Capital Assets Management

SAMPLE

AGREEMENT – Legal consequences apply. Consult your attorney to complete.

Date	Between the Owner: State of Oklahoma OMES CAM CAP P.O. Box 53448 Oklahoma City, OK 73152-3448	On behalf of the Using Agency:
CAP website cap@omes.ok.gov		

And the Contractor:

Company name

Address

EIN/TIN	Email	Phone

PROJECT

Project number	Project name
Purchase order number	Address/location

CONTRACT ARTICLES

In consideration of the mutual covenants and obligations contained herein, the Owner, Using Agency and Contractor agree as set forth herein.

Article 1: The Contract Documents.

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

Article 2: The Work of This Contract.

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

Article 3: Date of Commencement and Substantial Completion.

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

3.2 The Contractor shall achieve Substantial and/or Final Completion of the Work not later than:

☐ _____ calendar days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

☐ Within the fiscal year _____, starting in or after _____ and continuing until the end of the fiscal year on June 30, _____. If this contract is a 1+, multi-year, optional renewed contract, the duration may be renewed for _____ subsequent one-year fiscal periods by renewal contract.

☐ Terms, subject to adjustments of this Contract Time as provided in the Contract Documents.

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

Article 4: Contract Sum and Payments.

4.1 The clause selected shall be the valid 4.1 contractual clause:

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

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

Article 5: Other Terms and Conditions.

5.1 **Owner's Representative and Supervisory Official.** For the purposes of this Agreement, the OMES CAM CAP Administrator or a designated person shall serve as the Owner's Representative, and an individual of the Using Agency shall serve as the Supervisory Official for the purposes of accepting the work and approving Invoices for Payment. No work will be accepted nor any payments made without approval by the Owner or the Owner's Representative.

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

5.3 **Audits and Records Clause.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State of Oklahoma, the Contractor agrees any pertinent state or federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

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

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

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

5.7 **Termination.**

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

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

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

5.8 **Insurance.** Insurance meeting the minimum limits of coverage listed below shall be maintained in full force by Contractor for the duration of the Contract. Certificates of Insurance shall be furnished naming the Owner as the Certificate Holder prior to acceptance of the Contract or issuance of a Work Order. The following are minimum limits of insurance coverage. If higher limits or additional insurance provisions are stated in the Bid Solicitation, the requirements of the Solicitation shall be the minimum required.

5.8.1 Workers' compensation and employers' liability meeting statutory limits mandated by state and federal laws. (companies exempt from the Oklahoma Workers' Compensation Act may substitute OMES CAP Form D321 in lieu of a certificate of insurance).

5.8.2 Commercial general liability of not less than $100,000/$300,000.

5.8.3 Automobile liability (owned, non-owned and hired vehicles) of not less than $100,000/$300,000.

5.8.4 Property damage (for projects under $50,000) shall be $50,000 (each occurrence) and $100,000 (general aggregate).

5.8.5 Builder's risk (for projects $50,000 and above) shall be $50,000 (each occurrence) and $100,000 (general aggregate).

DRAFT

5.9 Bonds.

5.9.1 Bonds are required for any contract where the firm-fixed price contract sum equals or exceeds $100,000, or where an individual work order under a non-binding service or maintenance contract exceeds $100,000.

- **a.** Performance Bond for 100% of the value of the Contract to insure completion of the Work.
- **b.** Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work.
- **c.** Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

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

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

Article 6: Other Conditions of the Contract.

6.1 Oklahoma Taxpayer and Citizen Protection Act of 2007. The Contractor certifies that it and all proposed subcontractors and suppliers, whether known or unknown at the time this contract is executed or awarded, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 § 1312.

6.2 State of Oklahoma Governor's Executive Order 2012-01. Per the State of Oklahoma Governor's Executive Order 2012-01, effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

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

Purchase Order.

Notice to Proceed/Work Order.

SIGNATURE PAGE TO FOLLOW

SAMPLE

This Agreement is entered into as of the date first written on Page 1 and is executed in at least four original copies, of which one is to be delivered to the Contractor, one to the Owner's Representative for use in the administration of the Contract, and the remainder to the Owner and Using Agency.

OWNER SIGNATURE

State of Oklahoma OMES CAM CAP

Owner name	Owner title
Owner signature	Date

USING AGENCY SIGNATURE

The Using Agency certifies that funds are available and dedicated to completing the contract sums stated in this Contract. The Using Agency agrees to pay all project related costs including but not limited to work related to unknown site conditions, remediation of discovered environmental conditions, legal expenses, judgments, and any reasonable project-related expense.

Authorized Representative name	Authorized Representative title
Authorized Representative signature	Date

CONTRACTOR SIGNATURE

Non-Collusion Statement

The authorized representative for the Contractor, of lawful age, solemnly swears or affirms, under penalty of perjury, that they are the duly authorized agent of the company indicated herein under the contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract.

They are fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the procurement of said contract.

Neither the company nor anyone subject to the company's direction or control has paid, given or donated or agreed to pay, give or donate to any office or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Authorized Representative name	Authorized Representative title
Authorized Representative signature	Date

EXHIBITS/ATTACHMENTS (LIST ALL THAT APPLY)

1. Solicitation for Bids Copy
2. Contractor's Bid Form(s)
3. Contractor's Certificate of Insurance
4. Contractor's Payment, Performance and Statutory Defect Bond, if applicable
5.

SAMPLE