WILDLIFE CONSERVATION COMMISSION

Bruce Mabrey, CHAIRMAN
Robert S. Hughes II, VICE CHAIRMAN
Leigh Gaddis, SECRETARY
James V. Barwick, MEMBER
Bill Brewster, MEMBER
John D. Groendyke, MEMBER
Rick Holder, MEMBER
John P. Zelbst, MEMBER

J. KEVIN STITT, GOVERNOR
J.D. STRONG, DIRECTOR

DEPARTMENT OF WILDLIFE CONSERVATION
P.O. Box 53465 Oklahoma City, OK 73152 (405) 521-3851

Bid Solicitation Cover Page

Date: November 12, 2019

Solicitation Information

Solicitation Number:	#004A
Project Name:	Okmulgee WMA 190 hrs. bulldozer w/ operator rental.
Project Address:	7285 Hwy 56
Project City:	Okmulgee, Oklahoma
Project Zip Code:	74447
Bids Due (Date):	December 2, 2019
Bids Due (Time):	3:00 PM

Agency Contact Information

Agency Name:	Oklahoma Dept of Wildlife
Contact Name:	Adriana Bustamante
Mailing Address:	P.O. Box 53465, OKC, OK 73152
Delivery Address:	1801 N Lincoln Blvd.
Contact City:	Oklahoma City, Oklahoma
Contact Zip Code	73105
Contact Phone:	405-522-5762
Contact Fax:	405-522-3486
Contact Email:	adriana.bustamante@odwc.ok.gov

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

Bids will be accepted until the Date and Time specified above. Late Bids will not be accepted.

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

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

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

- Bid Form: Submit your Bid using the form provided.
- Statutory Bid Affidavit: Complete this affidavit and return with your Bid.
- Agreement Between Owner and Contractor: This is the contract that will be used.
- Invoice Affidavit for Construction: After contract award, this document must be submitted with the Contractor's Invoice for Payment
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.

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

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

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DEPARTMENT OF WILDLIFE CONSERVATION

P.O. Box 53465 Oklahoma City, OK 73152 (405) 521-3851

Bid Form

To: Oklahoma Dept of Wildlife Conservation
P.O. Box 53465
Oklahoma City, OK 73152

Attn: Adriana Bustamante

RE: Solicitation Number #004A

From: _____
Firm Name

_____
Address

_____
City/State/Zip

_____ _____
Telephone No. FEI No.

_____
Email Address:

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

2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date bids are due. Work is to start within ten (10) days after receipt of WORK ORDER or as otherwise provided for in the Solicitation.

3. By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

4. The bidder also certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, that the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

5. If awarded a contract, the proposed time to complete this work will be within __60__ calendar days from the date of receipt of Work Order.

6. Price Schedule: 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.

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Category	Rate		Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Bulldozer w/Operator	$	/per hour	190 hours	$
Total estimate of contract cost and basis of award:				$

_____
(Bidder Printed Name)

_____
(Bidder Signature)

_____
(Bidder Title)

_____
(Date)

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

Bid Affidavits

In accordance with 61 O.S. § 108 and § 115, a sworn statement shall accompany any competitive bid submitted for a public construction contract.

STATE OF _____)
) ss
COUNTY OF _____)

Project Name: OKMULGEE WMA 190 HRS BULLDOZER W/ OPERATOR RENTAL

CAP Project No.:

NON-COLLUSION STATEMENT

A. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that

1. I am the duly authorized agent of

_____,

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

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

BUSINESS RELATIONSHIPS STATEMENT

A. 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.)

B. 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.)

C. 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.)

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.

_____ Subscribed and sworn to before me this_____ day of _____,20___
(Bidder Signature)

_____
(Signature of notarial officer)

_____
(Bidder Printed Name)

My Commission Expires: _____

_____ *(Seal)* My Commission #: _____
(Bidder Printed Title)

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

Standard Form of Agreement Between Owner and Contractor

Minor Projects under the Statutory Amount or No Design Consultant

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

AGREEMENT made as of the _____ day of _____ in the year **20__**.

BETWEEN the Owner:	**State of Oklahoma** **Office of Management and Enterprise Services** **Division of Capital Assets Management** **Construction and Properties Department** **Will Rogers Building** **2401 N. Lincoln, Suite 106** **Oklahoma City, OK 73105**
On behalf of Using Agency:	**[Name]**
And the Contractor:	**[Name]** **[Address]**
For the Project:	Solicitation No: CAP Project No: **[CAP Proj#]** Project Name: **[CAP Proj Name]** Project Location:

The Owner and Contractor agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

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

ARTICLE 2. THE WORK OF THIS CONTRACT

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

ARTICLE 3. CONTRACT SUM AND PAYMENTS

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

3.2 The Contractor shall achieve Final Completion of the entire Work not later than **[Insert Number Of Days or "N/A" for 1+ FY Projects]** days from the date of commencement, or as follows: **[Insert "N/A" or FY year info]**, subject to adjustments of this Contract Time as provided in the Contract Documents.

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

ARTICLE 4. CONTRACT SUM AND PAYMENTS

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

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

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

ARTICLE 5. OTHER TERMS AND CONDITIONS

SAMPLE

5.1 OWNER'S REPRESENTATIVE: For the purposes of this Contract, the Administrator of DCAM/CAP or a designated person shall serve as the Owner's Representative, and serve as the Supervisory Official for the purposes of accepting the work and approving Invoices for Payment. No work will be accepted, nor any payments made without approval by the Owner or the Owner's Representative.

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

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

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

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

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

5.7 TERMINATION

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

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

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

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

5.8.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. (Companies exempt from the Workers' Compensation Act may substitute DCAM/CAP Form A321D in lieu of a Certificate of Coverage).
5.8.2 Commercial General Liability shall be $100,000 (Each Occurrence) and $300,000 (General Aggregate).
5.8.3 Automobile Liability (owned, non-owned and hired vehicles) shall be $100,000 (Each Occurrence) and $300,000 (General Aggregate), for bodily injury and property damage
5.8.4 Property Damage (for projects under $50,000) shall be $50,000 (Each Occurrence) and $100,000 (General Aggregate).
5.8.5 Builder's Risk (for projects $50,000.00 and above) shall be $50,000 (Each Occurrence) and $100,000 (General Aggregate).

5.9 BONDS

5.9.1 Bonds are required for any contract where the firm, fixed price contract sum equals or exceeds fifty thousand dollars ($50,000), or where an individual work order under a non-binding service or maintenance contract exceeds fifty thousand dollars ($50,000).

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

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

5.9.3 Irrevocable Letters of Credit may be used as a substitute for the required bonds, on the forms prescribed and provided by the Owner and issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

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

ARTICLE 6. OTHER CONDITIONS OF THE CONTRACT

6.1 The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

6.2 The Contractor certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

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

Purchase Order
[Select]

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

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

_____
(Owner Signature) *(Date Signed)*

Mickerl Jones
Director
Construction and Properties Department

[NAME]

_____
(Contractor Signature) *(Date Signed)*

_____
(Printed Name and Title)

_____
(EIN/TIN Number)

ATTACHMENTS:

1. Contractor's Bid Form
2. Contractor's Bid Affidavit
3. Contractor's Insurance Certificate(s)
4. Contractor's Bonds (if applicable)
5. Copy of Solicitation for Bids
6. n/a

SAMPLE

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

Non-Collusion Affidavit

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

STATE OF _____)
) ss
COUNTY OF _____)

Project Name: _____

CAP Project #: _____

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

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

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

_____
(Company Printed Name)

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

_____
(Signature of notarial officer)

_____
(Authorized Representative Printed Name)

My Commission Expires: _____

_____
(Authorized Representative Printed Title)

(Seal)

My Commission #: _____

SAMPLE

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

Invoice Affidavit for Construction

(For Minor Projects under the Statutory Amount or No Design Consultant)

☐ Progress Payment
☐ Final Payment

Date of Progress Invoice: _____
Date of Final Invoice: _____

STATE OF _____)
) ss
COUNTY OF _____)

Project Name: OKMULGEE WMA 190 HRS BULLDOZER W/ OPERATOR RENTAL

CAP Project No.: _____

CONTRACTOR OR SUPPLIER – COMPLETE THIS SECTION (Choose Appropriate Option)

☐ Option 1: Contract Award is Less than $50,000 and Affidavit Provided in lieu of Statutory Bonds

Affidavit: The undersigned Contractor or Supplier hereby affirms under oath that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from the Owner, and that current payment shown herein is now due. In accordance with 61O.S., § 1.(C), the Contractor acknowledges that the execution of this affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided for by law.

☐ Option 2: Contract Award is Greater than $50,000 and Statutory Bonds have been provided

Certification: The undersigned Contractor or Supplier hereby certifies that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from the Owner, and that current payment shown herein is now due.

_____ *(Company Printed Name)*

_____ *(Authorized Representative Printed Name)*

_____ *(Authorized Representative Printed Title)*

_____ *(Authorized Representative Signature)*

(NOTARIZE ONLY IF OPTION 1 ABOVE IS CHECKED)

Subscribed and sworn to (or affirmed) before me on _____ day of _____, 20__

_____ *(Signature of notarial officer)*

(Seal)

My Commission Expires: _____
My Commission #: _____

CERTIFICATION OF SUPERVISORY OFFICIAL (Owner's Representative)

In accordance with the Contract Documents, based on on-site observations and the data comprising the Invoice for Payment, the Supervisory Official certifies to the Owner that to the best of the Supervisory Official's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. Attach Copy of Approved Invoice.

_____ *(Using Agency Name)*

_____ *(Authorized Representative Signature)*

_____ *(Representative Printed Name)*

_____ *(Representative Title)*

_____ *(Date)*

If this Affidavit is for Final Payment, forward one copy with final Invoice to DCAM/CAP to close out project.

SCOPE OF WORK

Services – 190 hours bulldozer and operator rental for construction.

Okmulgee Wildlife Management Area
7285 HWY 56
Okmulgee, Oklahoma 74447
Okmulgee County, Oklahoma

1. GENERAL REQUIREMENTS

The proposed contract is for a total of 190 hours of bulldozer work and operator rental for construction of 2.5 miles of firebreak near the north boundary of Okmulgee Wildlife Management Area. The bulldozer is to have a minimum weight of 30,000 lbs. and a minimum 150 horsepower. Work will take place on the northwest portion of the Okmulgee Wildlife Management Area in Okmulgee County. Firebreak project is 2.5 miles and 30 feet wide. There is a mix of oak and bottomland hardwood tree species to be pushed.

Bulldozed trees will be piled as directed by the area biologist on the inside of the firebreak.

Hour meters will be read on site at the beginning and upon completion of actual work to determine payable hours. Vendor will not be compensated for travel to the initial work site. All work will be done as directed by the area biologist.

Work will be done on the Okmulgee Wildlife Management Area located at 7285 Hwy 56, Okmulgee, Oklahoma in Okmulgee County, Oklahoma. Additional directions may be given to winning bidder upon contract award.

Vendor is to provide all needed equipment to complete the work as required. **Project must be completed within 60 days of contract award**. If wet conditions prevent work in the first 60 days, the job must be completed and invoiced by June 30, 2020. All work will be done as directed by the Oklahoma Department of Wildlife Conservation Area Biologist.

Contract will be awarded to one vendor only.

Insurance: The successful bidder will be required to provide certificates of insurance for general liability, vehicles and worker compensation in the amounts specified in the contract (attached) immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof of insurance.

Basis of Contract: The determination of the Lowest Responsible Bidder will be made based on the lowest extended price (# of hours X hourly price).

The owner reserves the right to make any inquires to insure that the lowest bidder is actually able to complete the work in a satisfactory manner.

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.

Terms and conditions: As stated in the contract.

Invoicing and Project Communication: All work-execution related communications must go through the Agency Representative. Project invoices, including the attached Form G109, Affidavit for Payment, shall be sent to the Agency Representative at the following address and attention:

Jay Rouk, Wildlife Biologist
7285 HWY 56
Okmulgee, Oklahoma 74447
jay.rouk@odwc.ok.gov

2. EXECUTION

Scheduling: Provide Agency Representative with proposed work schedule prior to beginning work.

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

Closeout: At completion of the work, conduct final inspection with Agency Representative. Complete any corrective work as directed.

End of Scope of Work