



Solicitation Cover Page
For Minor Projects under Statutory Amount

Oklahoma Department of Wildlife Conservation - Administration - Accounting

DATE OF SOLICITATION made as of the 31th day of **January** in the year **2025**.

Solicitation Information:

Solicitation Number: **004S**

Project Name: Forest Mulching Services for the
Lexington Wildlife Management Area
(WMA)
Address: 1513 Tree Line Drive
City ZIP: Norman, OK 73071

Bids Due: **Wednesday, February 26, 2025 at 3:00 PM.**

Using Agency Information:

Using Agency Name: **Oklahoma Department of Wildlife
Conservation**

Point of Contact: **Susan Mecham**

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: **405-522-6137**

Email: **susan.mecham@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: 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 \(oklahoma.gov\)](https://oklahoma.gov/supplier-portal)
- Supplier Insurance: General Liability Insurance and Workers Compensation or Exemption.
- Comply with the Federal Purchasing Requirement "Build America Buy America" (BABA) when applicable.

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 Department of Wildlife Conservation

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- 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: Susan Mecham

RE: Solicitation Number: 004S

From:

(Firm Name)

(Address)

(City/State/Zip)

(Telephone No.)

(EIN/TIN No.)

(Email Address)

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

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 _____ calendar days from the date of receipt of the Notice to Proceed.

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:

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.

<u>Category</u>	<u>Rate</u>	<u>Estimated Quantity</u>	<u>Subtotal Amount (Rate x Est. Qty.)</u>
Forest Mulching Services, and Cedar and Timber Removal for approximately 40 acres of grass for Lexington WMA	/per Acre		
Forest Mulching Services, and Cedar and Timber Removal for approximately 20 acres of grass for Lexington WMA	/per Acre		
Forest Mulching Services, and Cedar and Timber Removal for approximately 12 acres of grass for Lexington WMA	/per Acre		
Forest Mulching Services, and Cedar and Timber Removal for approximately 10 acres of grass for Lexington WMA	/per Acre		

Total estimate of contract cost and basis of award:\$

(Insert amount using numbers)

ARTICLE 4: Statements.

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

4.1.1 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;

4.1.2 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

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

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

4.2 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

4.3 Business Relationship Statement.

4.3.1 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.)

4.3.2 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.)

4.3.3 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

Forest Mulching Services

Approximately 82 acres on Lexington WMA

Located in Cleveland County

1. GENERAL REQUIREMENTS

Description of work

Enhance turkey roost habitat along the Little Buckhead Creek riparian zone located on Lexington WMA in Cleveland County. Within this riparian zone, operators will be required to remove ALL cedars (any size) and ALL other tree species with a diameter at breast height (DBH) of 10 inches or less (except any smaller trees marked with flagging will remain standing) through mastication to improve roost habitat on Lexington WMA. Special emphasis will be placed on targeted turkey roost tree sites.

1. The Riparian Zone is broken into four mulching sites (see attached maps). Each site or polygons represents a line on the solicitation. The Oklahoma Department of Wildlife Conservation will award the lines on the purchase order based on the available funding.

2. Within each of the four sites, operators will remove ALL Cedars and ALL other tree species with DBH of 10 inches or less to ground level (excluding smaller trees marked with flagging). Tree trunks between 6 and 10 inches DBH may be felled with limbs removed instead of mulched. Other than this provision, no masticated piece of wood may remain larger than 10 pounds weight.

3. Located within each of the four sites are orange pen points. These orange points represent potential turkey roost trees or clusters of roost trees. At these points, ALL trees within a 100 ft radius of the roost tree with a DBH of 15 inches or less must be removed by mastication. Tree trunks between 6 and 15 inches are not required to be mulched, but must have all limbs removed and must be removed from the 100 ft radius around the roost trees. Targeted roost tree sites will be marked with flagging tape for the NON-mandatory vendor pre-bid meeting that will be held on February 12th, 2025, to begin at 1:00PM Central Standard Time.

4. Minimum Equipment Requirements --Vendor is to provide all equipment needed to complete the work as required. All equipment must be equipped with rubber tracks or rubber tires.

-Operator will not be allowed to work from April 11 - 30, 2025 due to peak usage periods during hunting season, but can leave equipment on site if desired.

-At completion of work, an agency representative will conduct a final inspection with the operator. Operator must complete any corrective work as directed.

Note: ODWC plans to conduct a prescribed burn in this area on a day between February and April when weather conditions are suitable. This burn would shut down work for one day, and could make work difficult until the first rain settled the ashes. Since ODWC has an active burning program on the WMA, equipment should be parked in food plots or other locations where they would not burn up in a wildfire.

All work must be completed by 90 days of contract award. The restricted dates in April do not count towards the 90 days available for project completion. Work should begin by April 1, 2025 upon contract award.

Vendor is to **provide all** labor and needed equipment to complete the work as required. Project must be completed in ninety (90) days of contract award. All work will be done as directed by the ODWC Area Biologist.

Basis of Contract: The determination of the Lowest Responsible Bidder will be made based on the lowest per acre rate, along with proposed time to complete the work. ODWC reserves the right to make any inquiries to insure that the lowest bidder is actually able to complete the work in a satisfactory manner.

Driving Directions:

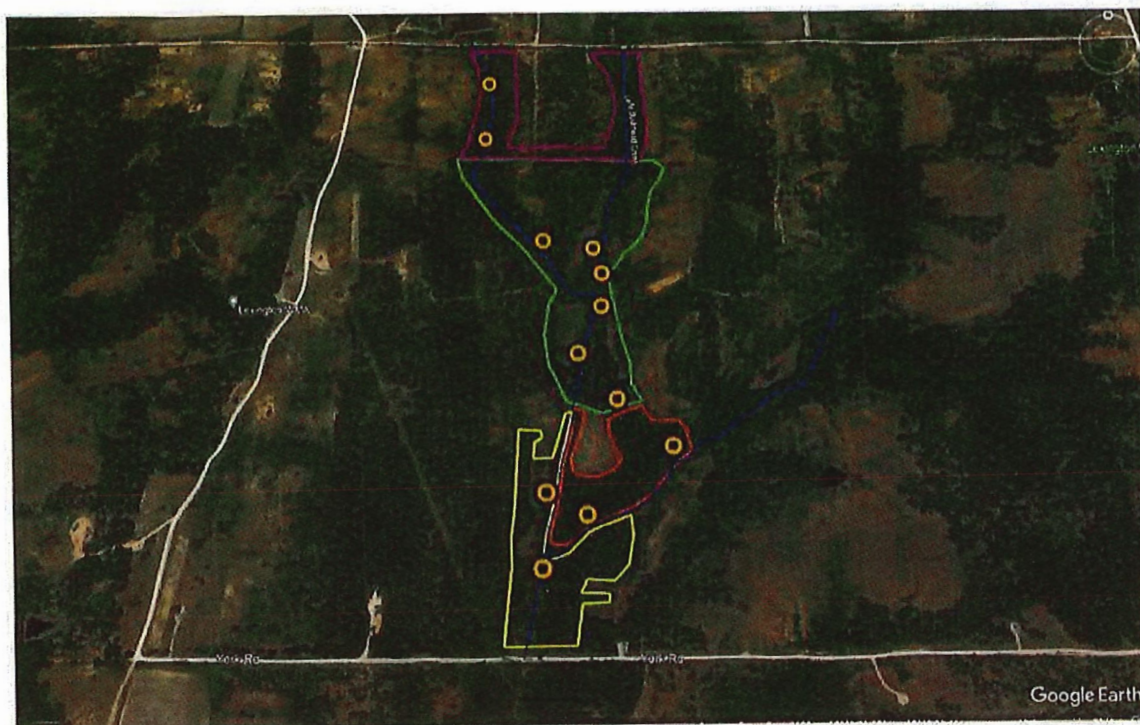
14111 Slaughterville Rd. Lexington, OK. 73071

Turn east off highway 77 in Slaughterville, OK. onto Slaughterville Rd. Proceed approx. 6 miles and you will see the brown Lexington WMA sign on the South side of the road. Area biologist will show you to the exact location due to there being gated roads.



Lexington WMA is outlined in green

This location is in the SW portion of the WMA, just south of Smith Lake.



Aerial photo of all four project sites.

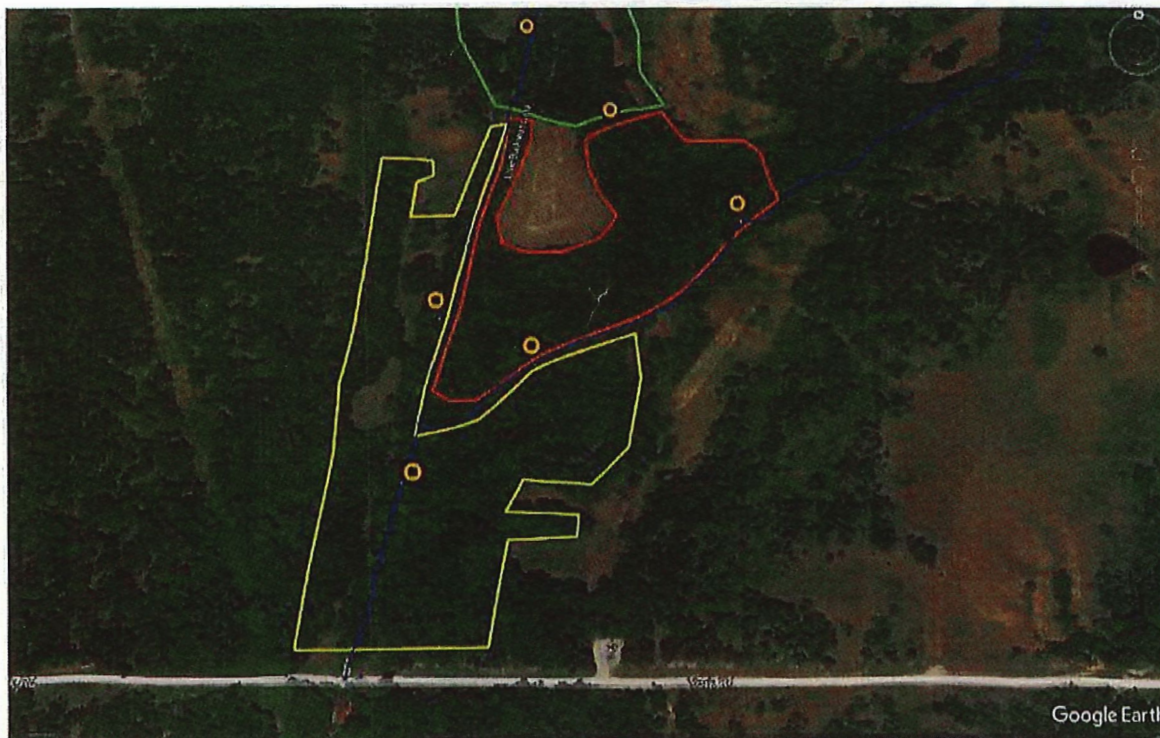
Site location: 5 mi East of Slaughterville, OK. Located on the Lexington WMA between Duffy and York Road, between 144th and 156th streets along Little Buckhead creek.



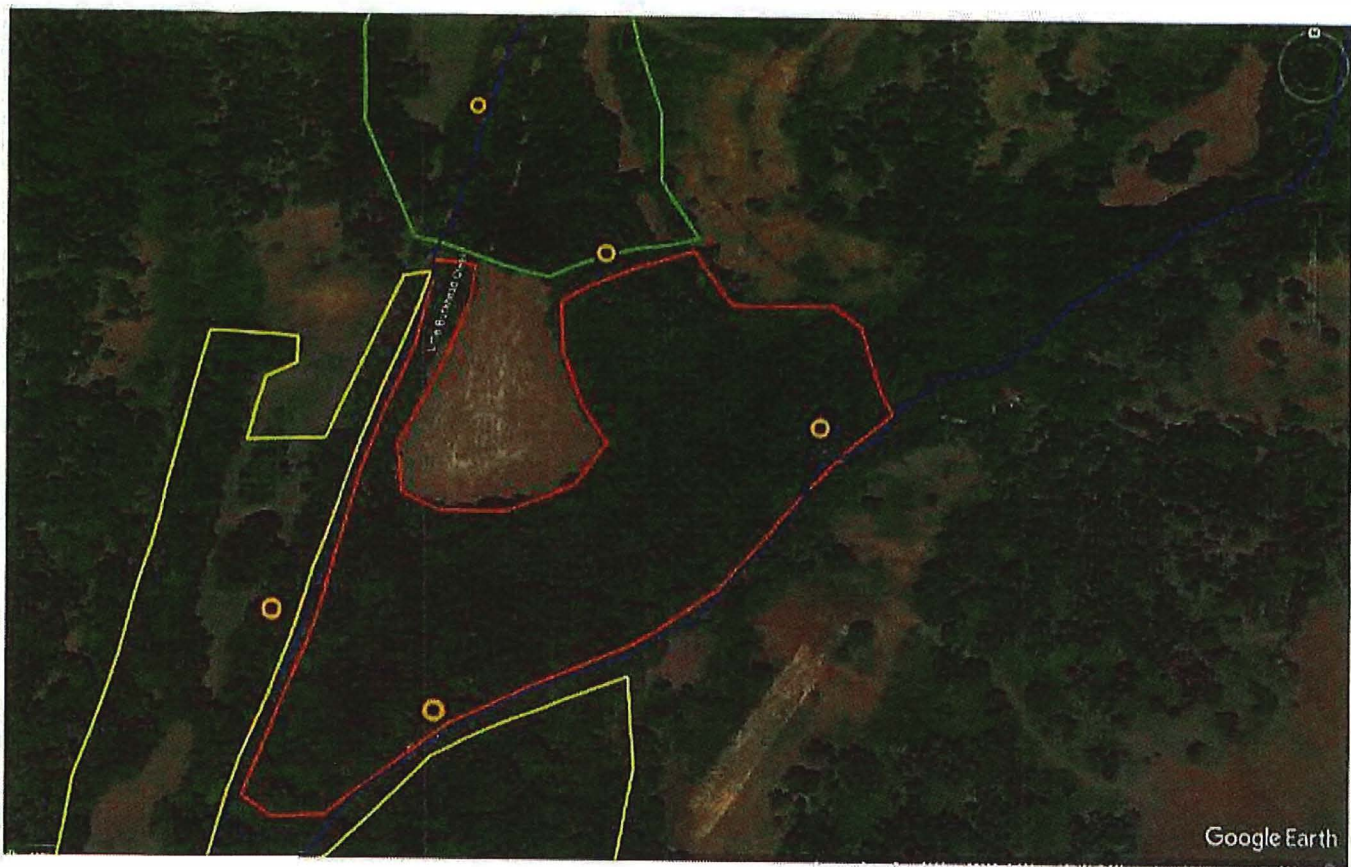
Line 1. Green line is the boundary of 40 acres of timber to be treated. 6 roost tree sites in this polygon. The main north to south blue creek can't be crossed inside the polygon (must go around via the roads to the north or south).



Aerial Photo of line 2, pink polygon. 20 acres of timber with 2 roost tree sites. Creeks are blue and CAN'T be crossed.



Aerial photo of line #3, yellow line; 12 acres of timber with 2 roost tree sites. Creeks are blue and CAN'T be crossed.



Aerial photo of line #4, red polygon. 10 acres of timber with 2 roost tree sites. Creeks are blue and CAN'T be crossed.

Contract will be awarded to one vendor only. If vendor is awarded multiple ODWC projects, they must be capable of completing each project as required by contract documents.

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

Failure to submit a complete bid, inclusive of affidavits and requested information, may disqualify the bidder. ODWC reserves the right to make any inquiries 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, Affidavit for Payment, shall be sent to the Agency Representative at the following address and attention:

Cameron Gammill, Biologist, Lexington Wildlife Management Area,
1513 Tree Line Drive, Norman, OK 73071.

2. EXECUTION

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

Travel: Operator(s) 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.

Change Orders: Changes in the work shall not be undertaken without prior written authorization. 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. Cumulative changes that exceed the original contract price by more than 15% are prohibited by Oklahoma law.

For questions during the bid process direct your questions in writing to the following CPO, email: susan.mecham@odwc.ok.gov by Monday, February 7th, 2025 by 8:00AM Central Standard Time. No questions will be taken by phone, all questions must be in writing only.

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



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):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	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 \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					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**CANCELLATION**

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

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



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)