



## Solicitation Cover Page

For Minor Projects under Statutory Amount

Oklahoma Department of Wildlife Conservation - Administration - Accounting

**DATE OF SOLICITATION** made as of the 31st day of December in the year 2025.

### Solicitation Information:

Solicitation Number: 009G

Project Name: Cherokee Wildlife Management Area (WMA) Aerial Herbicide Application  
Address: 27932 S Burnt Cabin Rd  
City ZIP: Tahlequah, OK 74464

Bids Due: Wednesday, January 21, 2026 at 3:00 PM (CST)

### Using Agency Information:

Using Agency Name: Oklahoma Department of Wildlife Conservation

Point of Contact: Glennan Wrinkle

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: 405-522-6144

Email: Glennan.wrinkle@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 email 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 \(oklahoma.gov\)](http://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.

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).



**Bid Form**  
For Minor Projects under Statutory Amount

Oklahoma Department of Wildlife Conservation

**To:** Oklahoma Department of Wildlife Conservation  
Accounting Department  
1801 N Lincoln Blvd.  
Oklahoma City, Oklahoma 73105  
ATTN: Glennan Wrinkle  
RE: Solicitation Number: 009G

**From:** \_\_\_\_\_  
(*Firm Name*)

\_\_\_\_\_  
(*Address*)

\_\_\_\_\_  
(*City/State/Zip*)

\_\_\_\_\_ (Telephone No.) (EIN/TIN No.)

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

*(List Addendum Number(s) received above)*

\_\_\_\_\_ *(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 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:**

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.

Base Bid: **Cherokee WMA Aerial Herbicide Application for estimated 355 acres as described in Scope of Work**

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	Total Amount (OVERALL PRICE)
Cherokee WMA Aerial Herbicide Application	\$ _____ /acre	355 acres	\$ _____
			\$ _____ Dollars <i>(Insert amount using numbers)</i>

### **ARTICLE 4: Alternate(s):**

Alternate No. 1: **N/A**

*(Insert amount using words)*  
\$ \_\_\_\_\_  
*(Insert amount using numbers)*

Dollars  
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:

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

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

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

**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.

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*(Bidder Signature)*

*(Bidder Printed Name)*

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*(Bidder Printed Title)*

*(Date)*

## SCOPE OF WORK

### Equipment & Labor – Aerial Application

Approximately 355 acres on Cherokee Wildlife Management Area (WMA), Cherokee County, Oklahoma

#### **1. GENERAL REQUIREMENTS**

The proposed contract is for aerial spraying of Spike 20P (20% tebuthiuron) or equivalent. Herbicide labels must be followed. Generic herbicides are permitted.

Aerial application of 10 pounds per acre of Spike 20 P.

Minimum Equipment requirements: Helicopter application only. Capable of accurate calibration and able to provide a uniform distribution of pellets on soil surface.

The project will take place at various locations on Cherokee WMA. Specific locations will be determined at the time of application. Additional directions will be given to the awarded vendor, as needed.

Vendor is to provide all labor, equipment and chemicals to complete the work as required. All work will be done as directed by the ODWC area Biologist or Technician. Project must be completed in 90 days of contract award. Project must be completed between January 17, 2026 and March 20, 2026.

**Contract will be awarded to one vendor. Vendor must supply all equipment listed on this 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.

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 proposed contract will be a lowest total price award. The determination of the Lowest Responsible Bidder will be made based on the lowest total price, along with proposed time to complete the work. 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.

Terms and conditions: As stated in the contract.

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.

Invoicing and Project Communication: All work-execution related communications must go through the Agency Representative. Project invoices shall be sent to the Agency Representative at the following address and attention:

Brent Morgan  
27932 S Burnt Cabin Rd  
Tahlequah, OK 74464  
918-931-0432  
brent.morgan@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 work sites.

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

**\*\*\*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): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

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	GENERAL LIABILITY				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$			
	COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR							
GEN'L AGGREGATE LIMIT APPLIES PER:								
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
AUTOMOBILE LIABILITY	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$			
	ALL OWNED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> Hired AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
UMBRELLA LIAB					EACH OCCURRENCE \$ AGGREGATE \$ \$			
EXCESS LIAB								
<input type="checkbox"/> CLAIMS-MADE								
<input type="checkbox"/> DED	RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								WC STATUTORY LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								
If yes, describe under DESCRIPTION OF OPERATIONS below								
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](mailto: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) \_\_\_\_\_