

Oklahoma Department of Wildlife Conservation - Adminstration - Accounting

DATE OF SOLICITATION made as of the 10th day of <u>December</u> in the year 2025.

Solicitation Information: **Using Agency Information: Oklahoma Department of Wildlife** Solicitation Number: 029S Using Agency Name: Conservation Sans Bois Wildlife Management Area Project Name: (WMA) for Road Improvement Project Point of Contact: Susan Mecham as stated in the Scope of Work. Address: 40755 East County Road 1300 PO Box 53465 Mailing Address: City ZIP: McCurtain, OK 74944 City, ST Zip: Oklahoma City, Oklahoma 73152 1801 North Lincoln Boulevard Delivery Address: City, ST Zip: Oklahoma City, Oklahoma 73105 Phone: 405-522-6137 Bids Due: Thursday, January 22nd, 2026 at 3:00 PM CST. Email: susan.mecham@odwc.ok.gov

The <u>Oklahoma Department of Wildlife Conservation</u> 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)
- 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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To: Oklahoma Department of Wildlife Conservation	From:		
Accounting Department		(Firm Name)	
1801 N. Lincoln Blvd.			
Oklahoma City, OK 73105			
ATTN: Susan Mecham		(Address)	
RE: Solicitation Number: 029S	_		
		(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 aff	0	,	
with the provisions thereof, hereby proposes to furnish all labor	, materia	ais and equipment necessary to	r 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 Pri

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.

Category	Rate	Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Sans Bois Wildlife Management Area (WMA) Road Improvement Project as stated in the Scope of Work.	Bid as Total Project Cost		\$

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

(Incort	amount	ucina	numba	rcl

ARTICLE 4: Alternate(s):

Alternate No.	1: N/A			
(Insert amoun	usina words)			Dollars
\$	using numbers)	Circle one:	ADD	DEDUCT

ARTICLE 5: Statements.

- 3.1 Non-collusion Statement. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that
 - 3.1.1 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:
 - **3.1.2** 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
 - 3.1.3 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.
- **3.2** 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

3.3 Business Relationship Statement.

3.3.1 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	necessar	y.)

3.3.2 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	60	ctate.	1100	additional	choot it	necessary	٠١
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companies or firms are:	
(If none of the business relationships herein above mentioned e	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 invoices submitted for payment will reflect a true and accurate	be carried out in conformance with the contract requirements and that all the 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)

3.3.3 And that the names of all persons having any such business relationships and the positions they hold with their respective

Oklahoma Department of Wildlife Conservation (ODWC)

f∩r

Sans Bois Wildlife Management Area (WMA)

for

Road Improvement Project Scope of Work

Area is located in southeast Haskell Co, near the town of McCurtain.

40755 East County Road 1300, Mccurtain, OK 74944

GPS coordinates: 35.13022, -94.97061

Project:

1. Improvement of .9 miles of existing WMA roadway (see attached google earth photo for location).

This project will entail utilizing material adjacent to the current roadbed to a maximum distance of 10' on either or both sides of the existing road as needed, to build the existing road bed up to a sufficient height to improve water control.

This will be done by creating a ditch on the uphill side of the road in its entirety and on the downhill side of the road anywhere that the water cant immediately leave the roadside, building the roadbed up to a minimum amount (to be determined at prebid meeting), pack the material via rolling, and blade a crown into the road, facilitating water removal from the road. Minimum road width of 12'.

Additionally, waterbars will be created anywhere that water is directed across the roadway. These water bars should be constructed utilizing a base of stone, (native or imported) but may use existing material to build height. These should be packed well and placed as often as is needed (to be determined during pre-bid)

Large objects (greater than 6") will be removed from material in building up the roadbed. This may be used as base for water bars.

1 culvert (provided) will be placed as directed.

Equipment requirements: As needed to perform required work in a timely manner.

Contract specifications:

Vendor is to provide all labor and equipment to complete the work as required.

Project must be completed within 90 days of contract award or as agreed upon by awarded vendor and area Biologist. All work will be done as directed by the ODWC Area Biologist or ODWC Area Wildlife Technician.

Please note that this will be awarded as a Non-Binding Contract. This may not be a continuous project but may skip to sections of road in higher need of repair.

Contract will be awarded to one vendor only. If the vendor is awarded multiple ODWC projects, they must be capable of completing each project simultaneously.

Insurance: The successful bidder will be required to provide certificates of insurance for general liability, vehicles and workers compensation along with the bonds listed in the project manual general conditions 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 price. This will be a non-binding 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.

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. All bids must be accompanied by the Affidavit, attached.

Basis of Contract: The determination of the Lowest Responsible Bidder will be made based on the lowest bid submitted for total cost.

The Owner (OMES/CAP) reserves the right to make any inquiries to ensure that the lowest bidder can complete the work in a satisfactory manner.

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.

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:

Colby Farquhar Sans Bois Wildlife Management Area (WMA) PO Box 84 Sallisaw, OK 74955

Email: colby.farquhar@odwc.ok.gov

2. EXECUTION

A Mandatory Pre-Bid Meeting: will be held on January 8th, 2026 at 10:00 AM CST.

A Mandatory Pre-Bid Meeting on site per the GPS coordinates stated in the beginning of the Scope of Work.

<u>Scheduling:</u> Provide Agency Representative with proposed work schedule prior to beginning work.

<u>Travel:</u> Operator (s) will not be compensated for travel to and from sites.

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

There will be **NO** bid bonds for this project.

For questions during the bid process direct your questions in writing to the following CPO, email: susan.mecham@odwc.ok.gov by, January 8th, 2026 at 4:00 PM as the last date and time for questions, 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).

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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 \$	<u> </u>	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	5	
	CLAIMS-MADE OCCUR							MED EXP (Any one person) \$	6	
								PERSONAL & ADV INJURY \$	6	
								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							(Ea accident) \$ BODILY INJURY (Per person) \$		
	ALL OWNED SCHEDULED							BODILY INJURY (Per accident) \$	 S	
	AUTOS AUTOS NON-OWNED		1					PROPERTY DAMAGE		
	HIRED AUTOS AUTOS							(Per accident)		
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$		
	DED RETENTION\$							\$		
	WORKERS COMPENSATION							WC STATU- OTH- TORY LIMITS ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT \$	 }	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE \$		
	If yes, describe under DESCRIPTION OF OPERATIONS below	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \						E.L. DISEASE - POLICY LIMIT \$		
	DESCRIPTION OF CHARACTER SOCIETY									
			1							
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach .	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
CE	RTIFICATE HOLDER				CANO	ELLATION				
		: \//:	IAII:f	o Concorvation						
	Oklahoma Department of 1801 N Lincoln Blvd. Oklahoma City, Oklahom				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHO	RIZED REPRESE	NTATIVE			



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. day of [Select] in the year 20___. DATED this BETWEEN THE OWNER: PROJECT: State of Oklahoma (CAP Project Number) **OMES/CAM/DRES Construction and Properties** P.O. Box 53448 (CAP Project Name) Oklahoma City, OK 73152-3448 cap@omes.ok.gov (Address/Location) ON BEHALF OF THE USING AGENCY: (Using Agency Name) (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)