



DATE OF SOLICITATION made as of the 14th day of September in the year 2026 .

Solicitation Information:

Using Agency Information:

Solicitation Number: 044S
Project Name: Cedar Tree & Woody Vegetation Removal
Black Kettle Unit 70N
Address: Black Kettle National Grasslands
City ZIP: 18555 Hwy 47A Suite B
Cheyenne, OK 73628

Using Agency Name: Oklahoma Dept. 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

Bids Due: **October 6, 2026 at 3:00 PM CST**

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 **September 22, 2026 at 10:00 a.m. Central Time**

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

- **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

From:

Accounting Department
1801 N Lincoln Blvd
Oklahoma City, OK 73105
ATTN: Susan Mecham
RE: Solicitation Number:

**044S Cedar Tree & Woody
Vegetation Removal Black
Kettle Unit 70N**

(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 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.)
Black Kettle Tree Removal per attached Specifications	/per acre	130 Acres	\$

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

Dollars

(Insert amount using words)

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:

- 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.

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

Black Kettle Cedar Tree Removal Project Waterways for Wildlife

1. General Requirements

Each unit will be bid on as its own turnkey project.

Work will be completed within 90 days from notice to proceed only as to not impact endangered species that utilize the area.

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''. Machinery will be restricted to rubber tracked vehicles only.

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 will be required in archeological sites as designated by maps and will be flagged on the ground prior to work being started. Hand work will also be required in areas inaccessible to machinery due to terrain, wet soils, within proximity to leave trees, and tree density situations. Handwork in these areas will be at the discretion of the operator and inspecting staff on a case-by-case basis. 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 US Forest Service Black Kettle National Grassland to get signed documentation to continue operations in the event of closure order to chainsaw and machine operations.

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

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 the Contract: 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.

Pre-Bid Meeting: Mandatory Pre-Bid Meeting will be held at **10:00 AM Central Standard Time** on **September 22, 2026** at the following location:

**Black Kettle National Grasslands
18555 Hwy 47A Suite B
Cheyenne, OK 73628**

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. 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*****

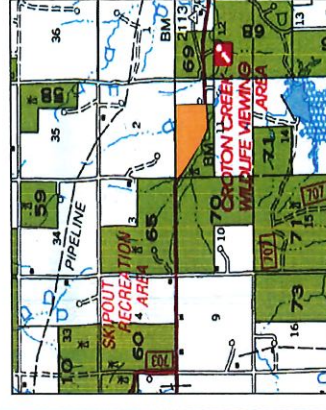
Black Kettle National Grassland Unit 70N 130 Acres

Treatment Area

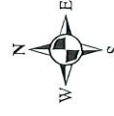


Riparian 20 acres

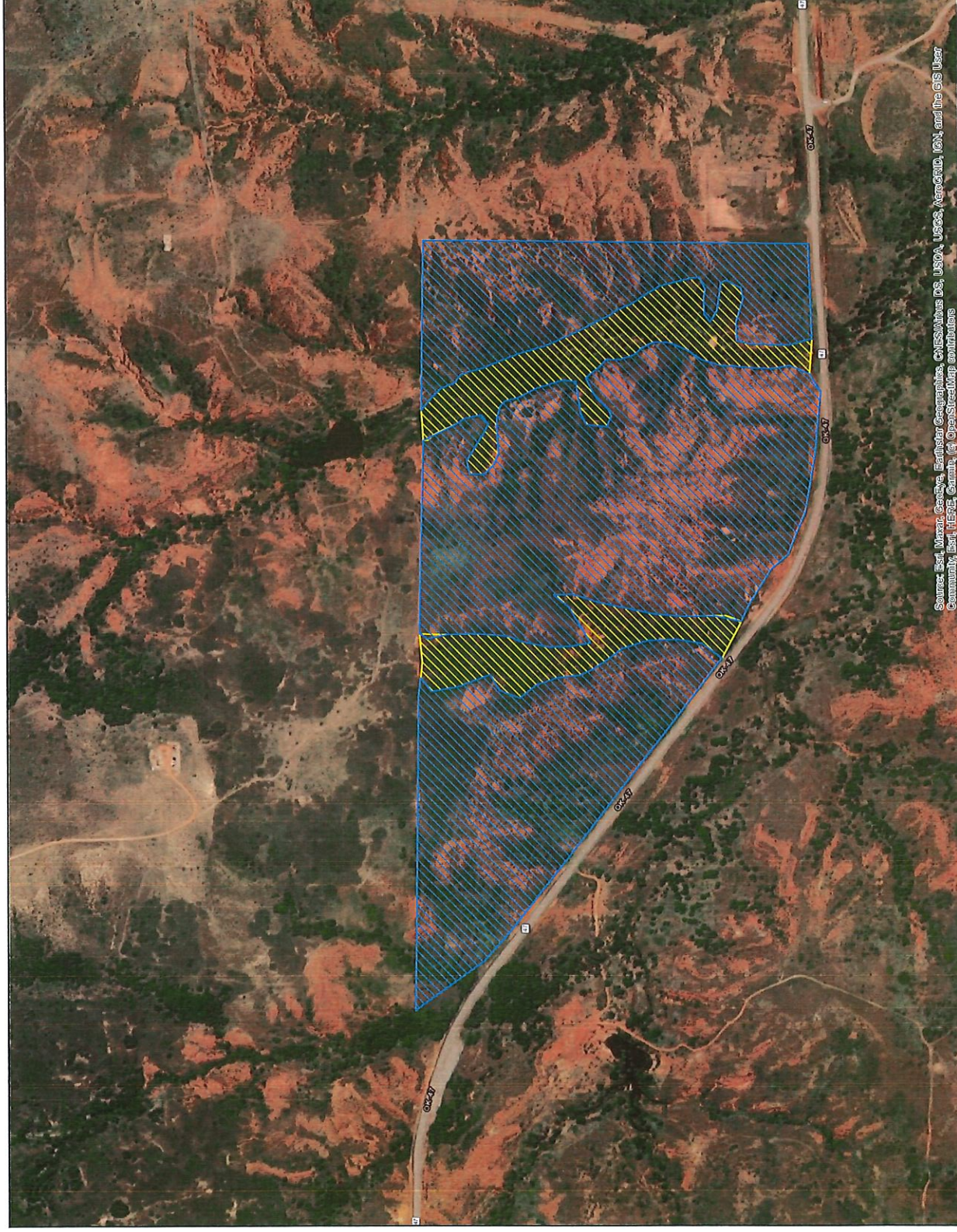
Upland 110



0 150 300 600 900 1,200 Feet



Black Kettle National Grasslands
Projection: UTM, Zone 14, NAD 83, GRS 1980
Imagery: Esri
Map produced by USFS Justin Hebert
Black Kettle NG, 580-497-2143
January 13, 2025



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors



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 \$
	☐ 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 STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ 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)