

J. KEVIN STITT, GOVERNOR  
WADE FREE, INTERIM DIRECTOR

Wildlife Conservation Commission

Leigh Gaddis Chairwoman	Tim Diehl D. Chad Dillingham
James V. Barwick Vice Chairman	Jess Kane
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	John P. Zelbst

## ATTENTION SUPPLIERS

March 18, 2024

Solicitation #508C is now available on our website for bidding. Please follow the navigation below to view the solicitation package. A copy of the Purchase Order will be posted to the Wildlife Department website pending an official award (approximately 14 - 21 business days after the closing date).

**Solicitation:** #508C  
**Description:** Skid Steer Cutting Cedar Trees Approximately 460 Acres Copan, Hula, & Osage WMA's  
**Due Date:** April 1, 2024

**Website Navigation:**

<https://www.wildlifedepartment.com/>

- Beneath the "Hot Topics" Column (Bottom, Far Left)
- ODWC Bids & Solicitations Link
- Bid/Solicitation #508C

**Direct Link:**

<https://www.wildlifedepartment.com/bids-solicitations>

Please contact me if you have any questions or concerns.

Cheryl Luetkemeyer  
Certified Procurement Officer  
Headquarters  
1801 N. Lincoln Blvd.  
Oklahoma City, Oklahoma  
O: (405) 522-5762  
wildlifedepartment.com



We manage and protect fish and wildlife, along with their habitats, while also growing our community of hunters and anglers, partnering with those who love the outdoors, and fostering stewardship with those who care for the land.

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



Oklahoma Department of Wildlife Conservation - Administration - Accounting

**DATE OF SOLICITATION** made as of the **27<sup>th</sup>** day of **July** in the year **2023**.

**Solicitation Information:**

Solicitation **Number:508C**

Project Name: Skid steer cutting cedar trees at Copan, Hulah, and Osage WMA's  
Address: 44174 State HWY 99  
City ZIP: Pawhuska, OK 74056

Bids Due:Monday, April 1, 2024 at 3:00 PM.

**Using Agency Information:**

using Agency Name: Oklahoma Department of Wildlife Conservation  
Point of Contact: Cheryl Luetkemeyer  
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: 405-521-2097  
Email cheryl.luetkemeyer@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 \(oklahoma.gov\)](http://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(8) 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.
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- 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**

Accounting Department  
1801 N. Lincoln Blvd.  
Oklahoma City, OK 73105

**ATTN:** Rebekah Pena

RE: Solicitation Number: 508C .....

**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 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

Category		Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
provide all material, labor and equipment to complete the Skid Steer and Operator work at <b>Hulah WMA</b>	/per Acre	240 Acres	\$
Provide all material, labor and equipment to complete the Skid Steer and Operator work at <b>( )sage WMA</b>	/per Acre	100 Acres	
Provide all material, labor and equipment to complete the Skid Steer and Operator work at <b>ICopan WMA</b>	/per Acre	100 Acres	\$

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

(insert amount using numbers)

Dollars

(insert amount using words)

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

Alternate No. 1: N/A

(insert amount using words)

Dollars

\$ (insert amount using numbers)

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:

- 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.

**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:

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*(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)*

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*(Bidder Printed Name)*

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*(Bidder Printed Title)*

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*(Date)*

## Scope of Work

### Services-Skid Steer Cutting Cedar Trees

Approximately 460 Acres on Hulah, Copan, and Osage Wildlife Management Areas

#### General Requirements

The proposed contract is for skid steer cutting cedar trees of any size within designated areas at Copan, Hulah, and Osage Wildlife Management Areas. See attached maps for the project areas.

Operator will not be compensated for travel time, maintenance, or personal items such as meals, phone calls, breaks, etc. At completion of the work, an agency representative will conduct a final inspection with the operator. **Operator has 43 days to complete work upon starting and ALL work must be completed by May 15, 2024, as per USFWS guidelines prohibiting tree cutting during the NLES and Tri-Colored bat pup rearing season.**

Cutting of trees-All cedar trees within the mapped area can be clipped, cut and or mulched. No stacking is required.

Minimum Equipment Requirements-All equipment must be rubber track only.

Vendor is to provide all needed equipment to complete the work as required. All work is to be done as directed by the ODWC Area Biologist.

Insurance-The successful bidder will be required to provide certificates of insurance for general liability, vehicle, and worker's compensation. A contract will not be issued without the required proof of insurance.

Basis of Contract: The determination of the Lowest Responsive Bidder will be made based on the lowest extended price (per acre rate x 460 acres = Total project bid).

ODWC reserves the right to make any inquiries to ensure that the lowest bidder is 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 the 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 communication must go through the Agency Representative. Project invoices, including the attached Form G 109, Affidavit for Payment, shall be sent to the Agency Representative at the following address and attention:

John Rempe, Wildlife Biologist Oklahoma  
Department of Wildlife Conversation  
44174 State Hwy. 99  
Pawhuska, OK 74056  
Phone: 918-629-5108

## **EXECUTION**

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

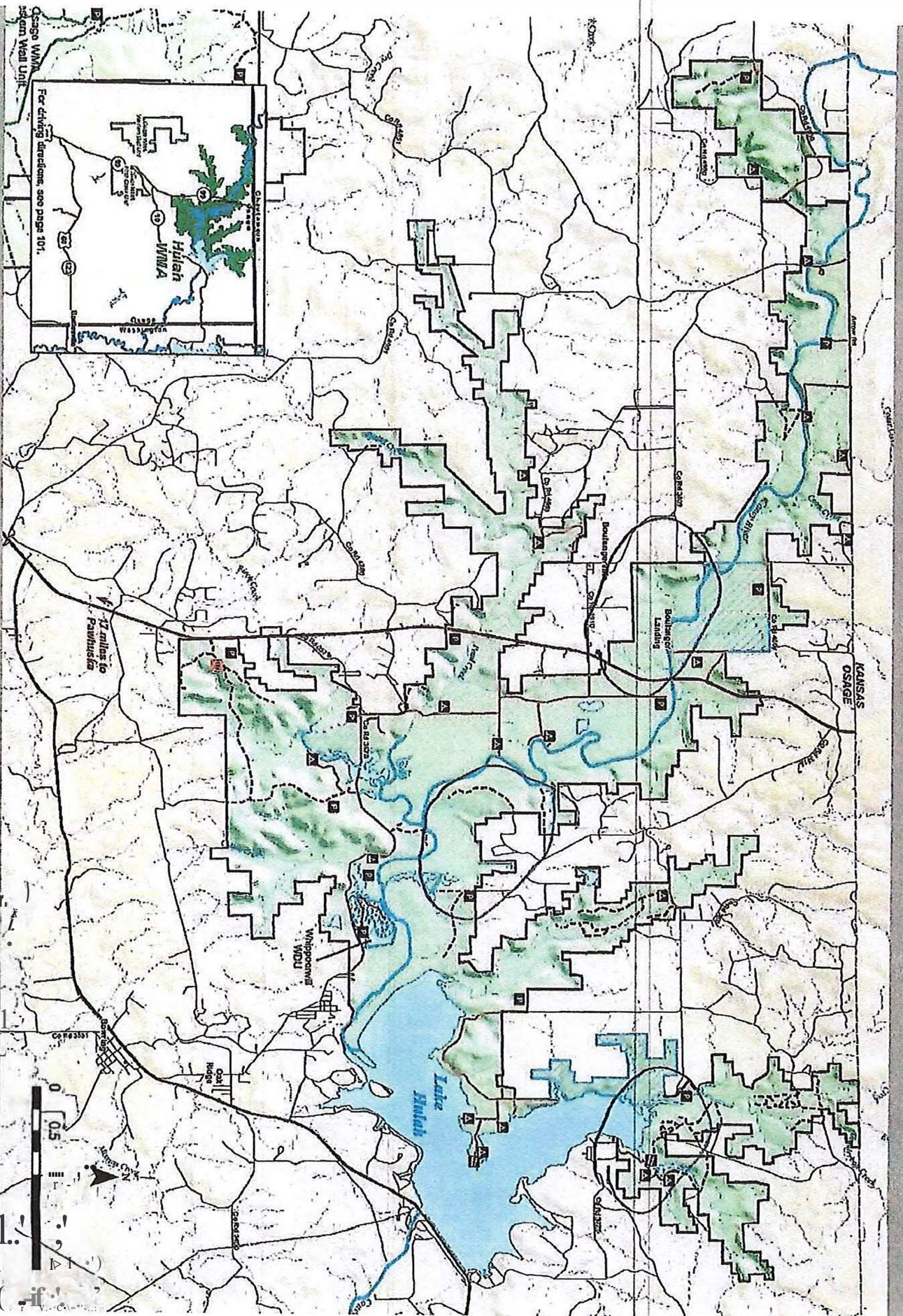
Travel: Operator(s) will not be compensated for travel to and from sites.

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

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



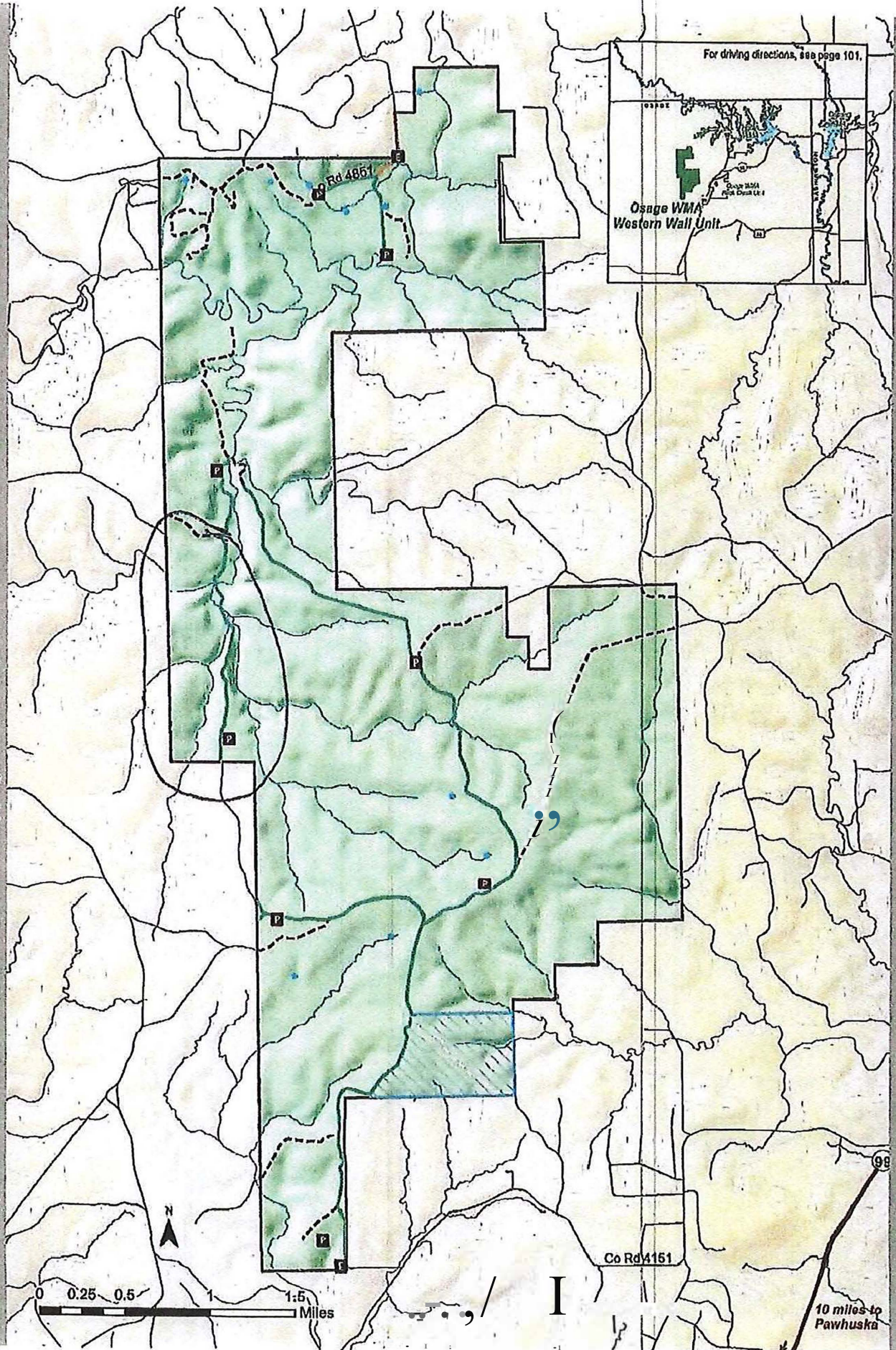




Osage Wildlife Management Area  
Western Wall Unit



www.ok.gov/wildlife  
800.645-3118  
wildlife@ok.gov



For driving directions, see page 101.

Osage WMA  
Western Wall Unit

Co Rd 4151

10 miles to  
Pawhuska





## 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)