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Wildlife Conservation Commission

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ATTENTION SUPPLIERS

March 21, 2024

Solicitation #513C 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: #513C

Description: Vegetation and Brush Clearing Approximately 234 Hours Copan, Hula, & Osage WMAs

Due Date: April 4, 2024

Website Navigation:

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

- Beneath the "Hot Topics" Column (Bottom, Far Left)
- ODWC Bids & Solicitations Link
- Bid/Solicitation #513C

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) 521-2097
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 21st day of March in the year 2024.

Solicitation Information:

Using Agency Information:

Solicitation Number: 513C
Project Name: Vegetation and Brush Removal at Hulah and Osage and Copan WMA 's
Address: 44174 State HWY 99
City ZIP: Pawhuska, OK 74056

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

Bids Due: Thursday, April 4, 2024 at 3:00 PM.

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)
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

- 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: 513C

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 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.)
Provide all material, labor and equipment to complete the Forestry Mulching and Operator work at Hulah WMA	/Per Hour	84 Hours	\$
Provide all material, labor and equipment to complete the Forestry Mulching and Operator work at Copan WMA	/Per Hour	66 Hours	
Provide all material, labor and equipment to complete the Forestry Mulching and Operator work at Osage WMA	/Per Hour	84 Hours	\$

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

Dollars

(Insert amount using words)

\$ _____

(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:
- 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.

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.

(Bidder Signature)

(Bidder Printed Name)

(Bidder Printed Title)

(Date)

Scope of Work

Services - Vegetation/Brush Mulching

On various locations on the Copan, Hulah and Osage Wildlife Management Area (WMA)

Located in Osage/Washington County, Oklahoma

1. General Requirements

The proposed contract is for approximately 234 hours of vegetation and brush removal along the roads, fence lines boundaries fire guards of the WMAs. Copan, Hulah and Osage WMAs are located north of Pawhuska, OK. Additional directions will be given to the awarded bidder upon contract award.

Minimum Equipment Requirement: The equipment to be used must meet the following minimum specifications: Forestry Mulching equipment, minimum of 100 HP, rubber tracks or tires, forestry mulching drumhead, and must include an operator.

Work will consist of woody vegetation removal along boundaries to reclaim firebreaks. Masticating of all trees *10 inches* or less will be done within 30 feet of boundary, road, fence lines. Equipment must be low ground pressure, tracked or rubber-tired equipment capable of mulching woody vegetation. The exact areas for masticating will be determined by Oklahoma Department of Wildlife Conservation (ODWC) area personnel based on weather and terrain conditions.

Vendor is to provide all labor and needed equipment to complete the work as required. Operator will not be compensated for time spent on maintenance and repairs of equipment. Project must be completed as soon as feasible after contract award and must be completed by May 14, 2024. 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.

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 work compensation. 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 extended price (# of hours X hourly price). The number of hours is an estimate only, and they may increase or decrease depending on the total bid per hour.

ODWC reserves the right to make any inquiries to ensure 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.

Change Order: This will be a Non-Binding Contract.

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

Oklahoma Department of Wildlife Conservation
John Rempe
44174 state Hwy 99
Pawhuska, Ok. 74056
Phone: 918-629-5108

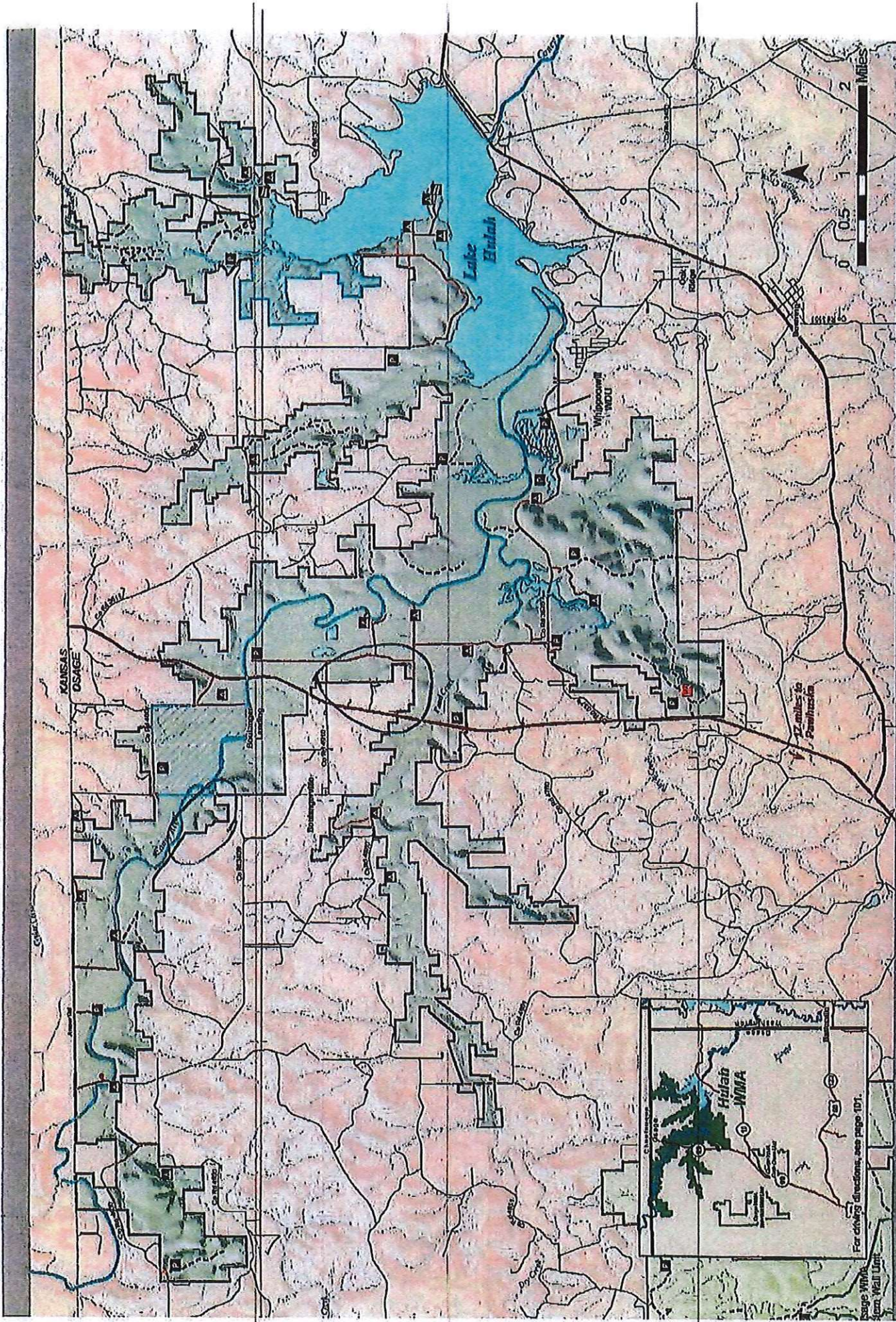
2. EXECUTION

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.

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

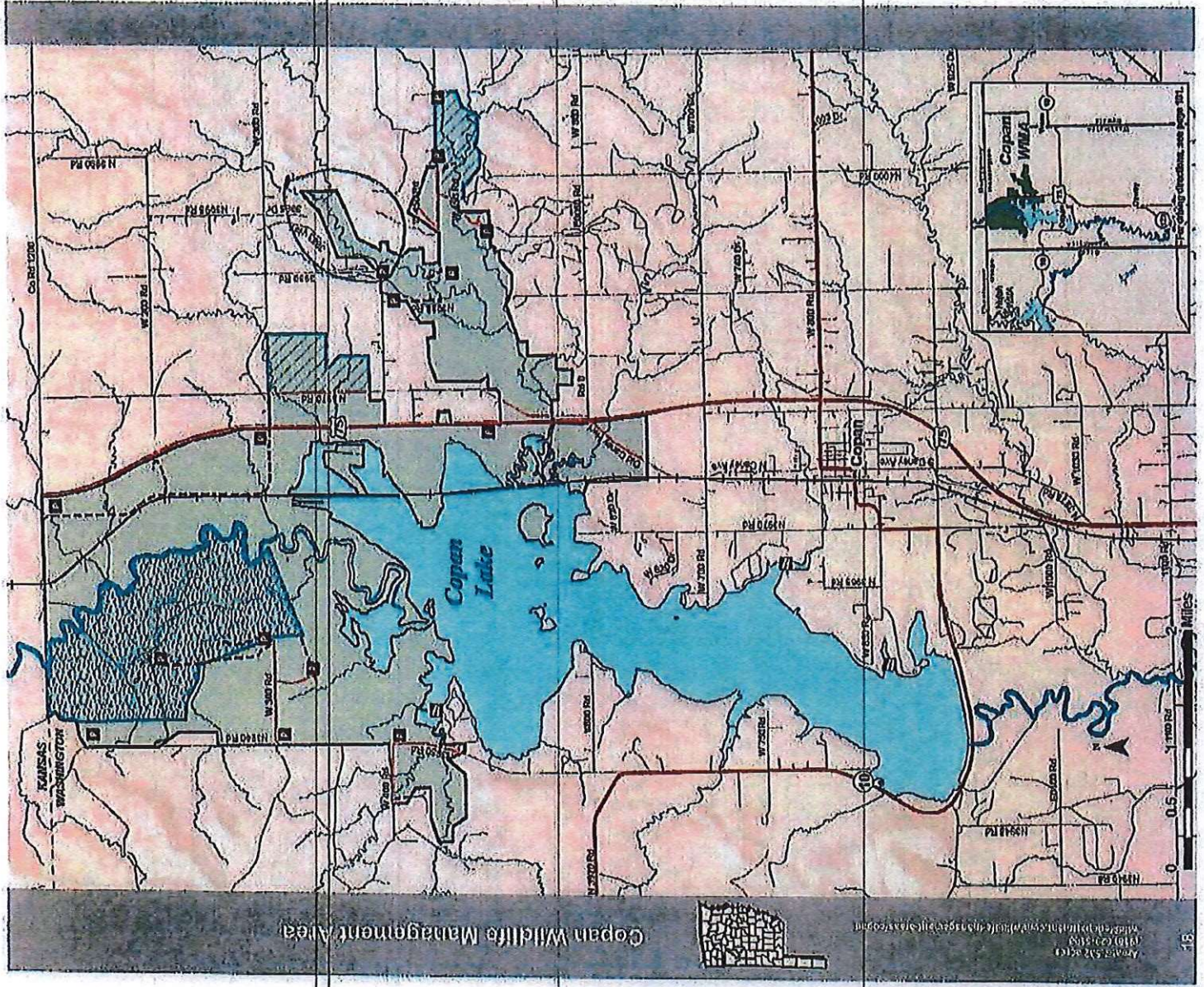


Hulah Wildlife Management Area



For driving directions, see page 101.

April 1997
 012-540-5105
wildlife.kan.gov/wildlife-management-area/hulah



Copan Wildlife Management Area

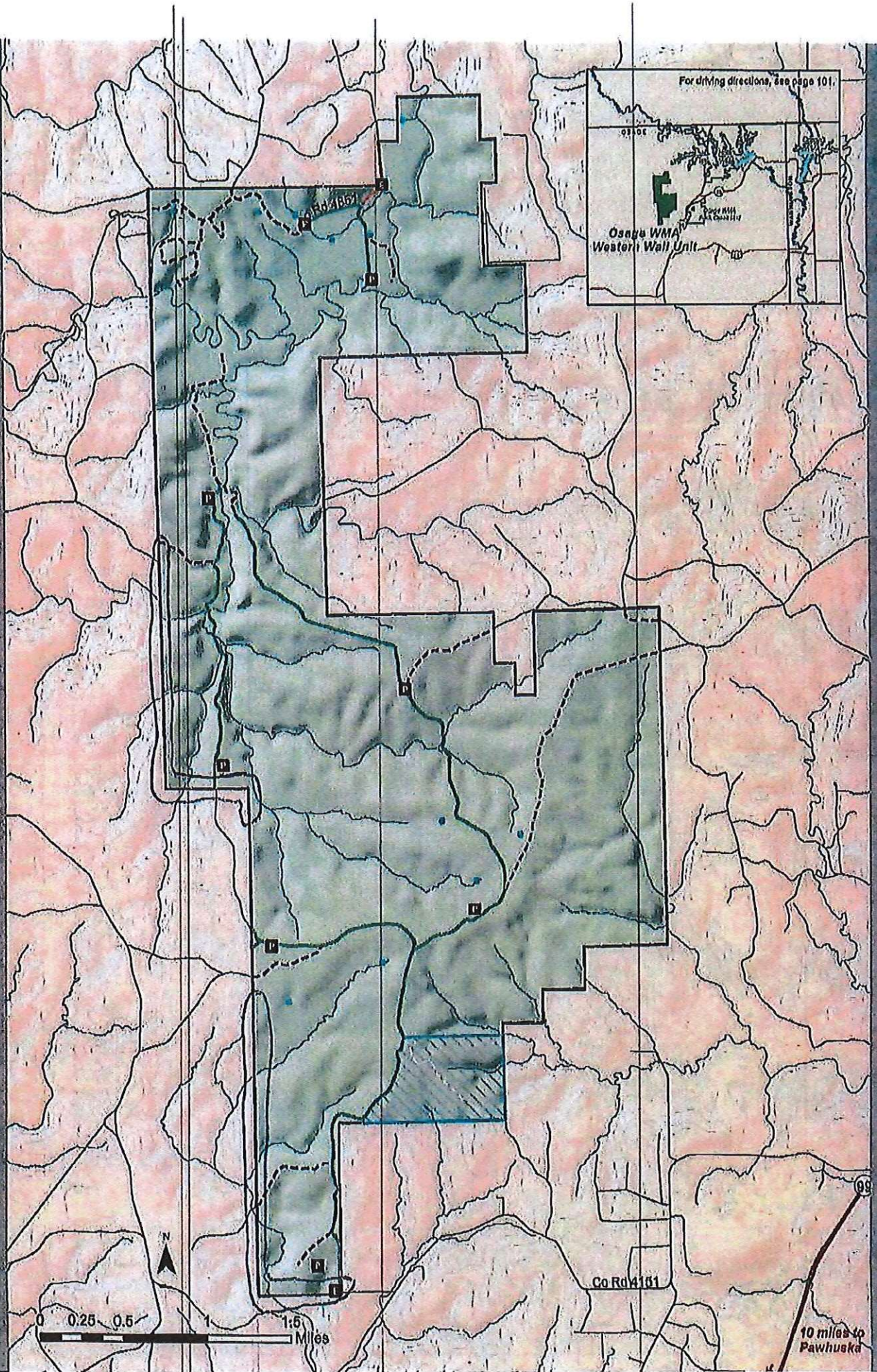


Area shown and contents are for informational purposes only. Management decisions are subject to change.

Osage Wildlife Management Area
Western Wall Unit



Area: 2,950 acres
GPW 255-107
Wildlife Management Area
Wildlife Management Area



0 0.25 0.5 1 1.5 Miles

Co Rd 161

10 miles to
Pawhuska



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) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	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"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/>						\$
	RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				E.L. EACH ACCIDENT \$
							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**

	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 _____ 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)