

Oklahoma Department of Wildlife Conservation - Adminstration - Accounting

DATE OF SOLICITATION made as of the 10th day of April in the year 2025.

| Solicitatio | n Informat | ion: | Using Agency Information: | | | | |
|------------------------------|---------------------|--|---------------------------|---------------|--|--|--|
| Solicitati | on Number | :530C | Using A | gency Name | Oklahoma Department of Wildlife Conservation | | |
| Project | Name: | 125 Acres Cut and Stack Eastern Red Cedar on Canton WMA | Point of | Contact: | Cheryl Luetkemeyer | | |
| | Address: | 244004 E 590 Rd | Mailing | Address: | PO Box 53465 | | |
| City ZIP: Longdale, OK 73755 | | Longdale, OK 73755 | | City, ST Zip: | Oklahoma City, Oklahoma 73152 | | |
| | | | Delivery | y Address: | 1801 North Lincoln Boulevard | | |
| | | | | City, ST Zip: | Oklahoma City, Oklahoma 73105 | | |
| | | | Phone: | | 405-521-2097 | | |
| Bids Due | e: Thursda ; | y, May 8, 2025 at 3:00 PM. | Email: | cheryl.luetk | emeyer@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: Cheryl Luetkemeyer | | (Address) | | | |
| RE: Solicitation Number: 530C | | | | | |
| | | | | | |
| | , | (City/State/Zip) | | | |
| | | | | | |
| | , | | | | |
| | | (Telephone No.) | (EI | IN/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 | | • | | rdance |
| with the provisions thereof, hereby proposes to furnish all labor | r materia | als and equipment | necessary for th | ne 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 Procee |

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 | <u>Rate</u> | Estimated Quantity | Subtotal Amount (Rate x Est. Qty.) |
|---|-------------|--------------------|------------------------------------|
| 125 Acres Cut and Stack Eastern Red Cedar on Canton WMA | /Per Acre | 125 Acre | \$ |

| WMA | | | | | | | | |
|-----------------------------|-------------|-----------------|----------------|-------------|-------------------------------|-----|--------------|--|
| | Total estim | ate of contract | cost and basis | of award:\$ | | | | |
| | | | | (Insert ar | (Insert amount using numbers) | | | |
| | | | | | | | Dollars | |
| (Insert amount using words) | | | | | | | _ | |
| ARTICLE 4: Alternate(s): | | | | | | | | |
| Alternate No. 1: N/A | | | | | | | | |
| | | | | | | | Dollars | |
| (Insert amount using wo | rds) | | | | | | | |
| \$ | | | | | Circle one: | ADD | DEDUCT | |
| (Insert amount using nur | mbers) | | | | | | | |

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 i | f necessar | v |
|-------------|---------------|------------|---------|-------------|------|
| (II IIOIIC, | 30 State, asc | additional | SHOOLI | i iicccooui | y ., |

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 fo | pregoing is true and correct. | | | | | | | |
| (Bidder Signature) | (Bidder Printed Name) | | | | | | | |
| (Bidder Printed Title) | (Date) | | | | | | | |

SCOPE OF WORK

Services - Vegetation Removal

125 acres on Canton WMA

Located in Dewey County, Oklahoma

1. GENERAL REQUIREMENTS

The proposed contract Is removal of all eastern red cedar through mechanical control to reduce fuel loads and improve habitat quality on 125 acres on the Canton Wildlife Management Area in Dewey County,

Cut and stack Eastern Red Cedars.

- · Cedars must be cut at ground level.
- Cedars less than 2 feet tall do not need to be cut.
- Cedars less than 5 feet tall do not need to be stacked.
- Cedars must be stacked in piles with a minimum of 15 trees.
- Cedars must be stacked at least 150 feet from roost trees and 150 feet from existing fences and fireguards as designated by the area biologist.
- Standing dead cedars must also be cut and stacked,
- Mastication is allowed instead of cutting and stacking,
- Cedars on slopes greater than 20 degrees or 36% do not need to be cut.

Some cedars are large and difficult to cut. Some cedars are located on sandy, steep hills that Is difficult to operate equipment. It Is up to the bidder to make sure they have the proper equipment to cut large cedars in this terrain.

See attached maps for project locations, Shapefiles are available upon request at.<u>thad.potts@odwc.ok.gov</u> The successful bidder must use these shapefiles to complete the job because the areas will not be flagged.

Minimum Equipment Requirements: All equipment must be rubber tracked or have rubber wheels.

<u>Vendor is to provide all needed equipment to complete the work as required.</u> All work will be done as directed by the ODWC Area Biologist,

<u>Mandatory Pre-Bid Meeting:</u> April 21, 2025, 1:00 PM CST, Location: Canton WMA Headquarters, 244004 E 590 Road, Longdale, Oklahoma, 73755, 2 miles north, 6 miles west of Longdale Intersection of N2440 and E590, 36.158051°, -98.653362°.

The contract will be awarded to one vendor. If the vendor is awarded multiple ODWC projects, they must be capable of completing each project as required by contract documents.

No work can be performed on site from April 11-20, 2025, or the following 3 weekends during spring turkey season.

<u>Insurance:</u> The successful bidder will be required to provide certificates of insurance for general liability, vehicles and worker compensation along with 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 on insurance.

Basis of Contract: The determination of the Lowest Responsive Bidder will be made based on the lowest extended price (of acres X price per acre).

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 vendor shall not begin work until the contract is in place and the written Notice to Proceed has been issued by OMES/CAP.

<u>Terms and conditions:</u> As stated in the contract.

Change Order: This will be an Indefinite Quantity Contract

<u>Invoicing and Project Communication:</u> 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:

Canton WMA
Thad Potts
244004 E 590 Rd
Longdale, OK 73755
thad.potts@odwc.ok.gov
580-541-5319

2. EXECUTION

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

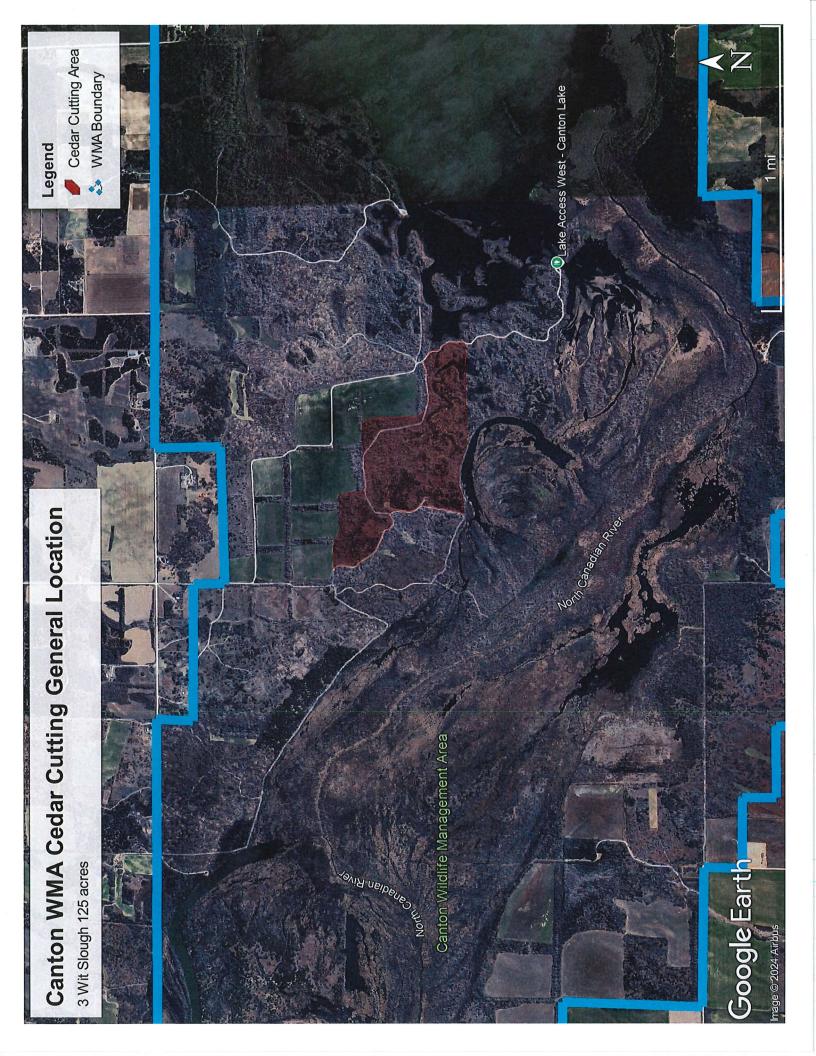
Travel: Operator (s) will not be compensated for travel to and from sites.

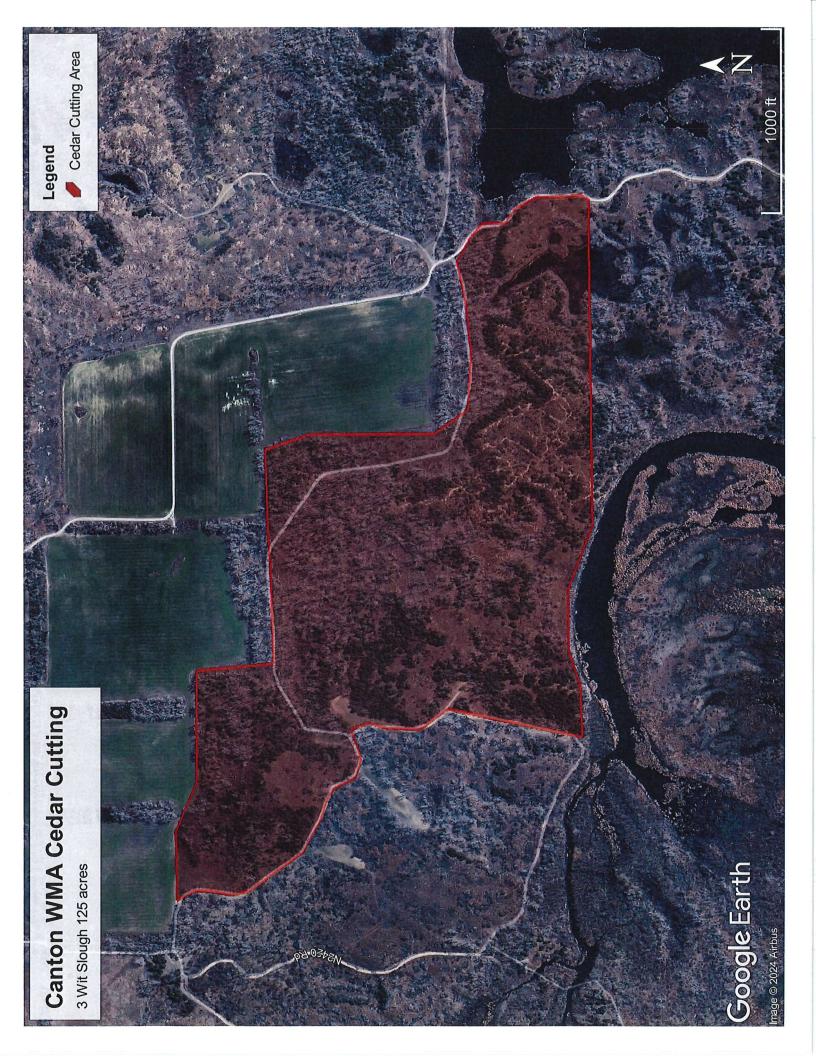
<u>Closeout:</u> At completion of the work, conduct final Inspection with Agency Representative. Complete any corrective work as directed.

End of Scope of Work

For questions during the bid process, please direct your questions in writing to the following CPO by Monday, April 28, 2025, 4:30 PM CST. No questions will be taken by phone, all questions must be in writing only to:

cheryl.luetkemeyer@odwc.ok.gov







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).

| 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). | | | | | | | ghts to the | | | |
|---|--|---------------------------------------|------------------------|--|-----------------------------|----------------------------------|--|--|-------------|------------|
| PRODUCER | | | | CONTACT NAME: | | | | | | |
| | | | | PHONE FAX | | | | | | |
| | | | | | (A/C, No E-MAIL ADDRE | o, Ext): | | (A/C, No): | | |
| | | | | | | | | | NAIC# | |
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| | | | | | INSURE | | | | | |
| | | | | | INSURER E : | | | | | |
| | | | | | INSURE | | | | | |
| co | VERAGES CER | TIFIC | CATE | NUMBER: | INCORL | | | REVISION NUMBER: | | |
| IN C E | HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | EQUIF PERT POLI | REMEI AIN, CIES. | NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | OF ANY ED BY | CONTRACT THE POLICIES REDUCED BY | THE INSURE OR OTHER D S DESCRIBED PAID CLAIMS | D NAMED ABOVE FOR THE OCCUMENT WITH RESPECT O HEREIN IS SUBJECT TO | TO W | /HICH THIS |
| 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) | | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE \$ | 8 | |
| | 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) | | | |
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| CE | RTIFICATE HOLDER | | | | CANO | ELLATION | | | | |
| | | : \//: | IAII:f | o Concorvation | | | | | | |
| | Oklahoma Department of 1801 N Lincoln Blvd. Oklahoma City, Oklahom | | | | THE | EXPIRATION | N DATE TH | ESCRIBED POLICIES BE CA EREOF, NOTICE WILL BE Y 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)