

For Minor Projects Under Statuary Amount

OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION

DATE OF SOLICITATION made as of the 31st day of July in the year 2020.

Solicitation Information Using Agency Information

Solicitation Number: 058A Using Agency Name: OK Dept. of Wildlife Conservation

Project Name: Mulching, Vegetation/Brush Clearing Point of Contact: Adriana Bustamante

Address: 417 S Silverdale Lane

Mailing Address: PO Box 56465

City, ST., Zip: Ponca City, Oklahoma 74604

City, ST., Zip: Oklahoma City, Okl

City, Oklahoma 74604

City, ST., Zip: Oklahoma City, Oklahoma 73152

Delivery Address: 1801 North Lincoln Boulevard

City, ST., Zip: Oklahoma City, Oklahoma 73105

Bids Due: August 26, 2020 at 3:00 PM. Phone: 405.522.5762

Email: adriana.bustamante@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.

Bids will be accepted until the Date and Time specified above. Late Bids will not be accepted.

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:

- <u>Bid Form</u>: Submit your Bid using the form provided; and
- Scope of Work (SOW): Description and Requirements of the proposed construction contract,
- Vendor Payee Form: Payee Information.

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

Fo: OK Department of Wildlife Conservation <i>Attn. Adriana Bustamante</i> PO Box 53465 Oklahoma City, Oklahoma 73152	From:(Firm Name)(Address)	
RE: Solicitation Number: 058A	(City, ST., Zip)	
	(Telephone No.)	(EIN/TIN No.)
	(Email Address)	
ARTICLE 1: General. 1.1 The undersigned, being familiar with the Bids and in accordance with the provisions the necessary for the sums listed herein. 1.2 In submitting the bid, it is understood that bids, and it is agreed that this bid may not be	hereof, hereby proposes to furnish all la at the right is reserved by the State of C	bor, materials and equipment
Work is to start within ten (10) days after re-		•
1.3 If awarded the project: (Indicate applicable response and fill in a	days below)	
 □ We propose to complete this work with to Proceed. OR □ We propose to complete the work in 	•	date of receipt of the Notice
rr		

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.

Project	Rate		Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Mulching, Vegetation/Brush Clearing	\$	per hour	200	
Total estimate of contract cost a	\$			

ARTICLE 4: Alternate(s):		
Alternate No. 1: [Insert a brief description] or NA		
NA		Dollars
(Insert amount using words)		
\$_NA	Circle one: ADD	DEDUCT
(Insert amount using numbers)		

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;
5.12 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
5.13 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
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.)
532 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.)
533 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)

(Date)

(Bidder Printed Title)

058A SCOPE OF WORK

Mulching, Vegetation/Brush Clearing
On various locations on the Kaw Lake Wildlife Management Area (WMA)
Located in Kay County, Oklahoma

1. GENERAL REQUIREMENTS

Project Goal: Open a closed canopy forest by mulching brush, trees smaller than 10 inches in diameter, and removing Eastern Red Cedars. The thinning work will be done at the direction of the area biologist. All work is to be completed on Kaw Wildlife Management Area utilizing forestry mulching machines(s) equipped with rubber tires or rubber tracks with minimum 300 HP engine and mulching attachment (FECON or equivalent) for mulching wood vegetation. All machines must have a working hour meter aboard. Scheduling contractor will provide agency representative with proposed work schedule prior to beginning. Operator will not be compensated for travel time to and from the work site; or for time spent on maintenance and repair of equipment; or for personal time such as meals, phones calls, breaks, etc. the exact work location will be provided by agency representative. Operator will conduct final inspection with agency representative at completion of the work. Operator has 60 days to complete work upon starting ALL work is to be completed by June 30, 2021. Project may be scaled based on budgetary constraints.

Work location will be dictated by lake level when contract is awarded. Large scale timber thinning may be conducted in more than one location but restricted to Kaw WMA. Larger trees can be felled and vertical limbs removed to improve efficiency. Stumps should be cut to a height of six (6) inches or less.

<u>Vendor will be responsible for supplying all needed materials, equipment, tools and labor to complete the work as required.</u>

All work will be done as directed by the ODWC area biologist/project manager.

Contract will be awarded to one vendor only.

<u>Insurance</u>: 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 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 extended price (# of hours x hourly price).

Oklahoma Department of Wildlife Conservation reserves the right to make any inquires to insure 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.

Failure to submit a complete bid, inclusive of all requested information, may disqualify the bidder.

Terms and conditions: As stated in the contract.

<u>Change Orders</u>: Changes in the work shall not be undertaken without prior written authorization. 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. Cumulative changes that exceed the original contract price by more than 15% are prohibited by Oklahoma law.

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.

<u>Invoicing and Project Communication (after Notice to Proceed)</u>: All work-execution related communications must go through the Agency Representative. Project invoices shall be sent to the ODWC project manager at the following address and attention:

Joey McAllister, Wildlife Biologist 417 S Silverdale Lane Ponca City, OK 74604 joseph.mcallister@odwc.ok.gov

2. EXECUTION

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

Hour Meter: Working hour meter on all machines and equipment.

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

<u>Closeout</u>: At completion of the work, a final inspection shall be conducted with the ODWC project manager. Any corrective work shall be completed as directed.

End of Scope of Work



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- Garnishment Payees: Use OMES Form GarnVendor
- State Employees: Use OMES FORM Employee Vendor Request
 Vendors pending contract award to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to Central Purchasing Vendor Registration.

AGENCY SECTION (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the

•	orm the agenc <u>@omes.ok.go</u>	•		•	tions l	below. Plea	ase email comp	oleted a	and signed form to	
Agency Name	е					Contact Na	ıme			
Phone #			Fax #			Email				
Agency Request To – Please select all applicable request types										
☐ Add New V	endor endor	□ Upo	date Exist	ing Vendor	Peop	oleSoft 10-dig	jit Vendor ID			
☐ Add New A	ddress	☐ Cha	ange Add	ress/Location	Peop	oleSoft Addre	ss#		PeopleSoft Location #	
□ Change Ve	ndor Tax ID	☐ Cha	ange Ven	dor Name		dd Alternate I	Payee Name		PeopleSoft Location #	
☐ Other	Explain									
Vendor 1099 Reportable Status	listed on pa	ge 3 of th	his form.		correctly	showing as	1099 Reportable,	check th	payee are represented by Accounte Remove box. The PeopleSon of this vendor:	
□ Add:	☐ 1 - Rents	6				2 - Royalties	S		☐ 3 – Other Income	
□ Remove:	☐ Add: ☐ 6 - Medical & Health Care			\square 7 - Non-Employee Compensation				☐ 10 - Crop Insurance Proceed	ds	
□ Itelliove.	☐ 14 - Gro	ss Proce	eds to an	Attorney						
VENDOR/PAYEE SECTION (To be completed by vendor/payee)										
Please print l	egibly or type th	nis inform		•			, ,,	, ,	Email or fax to requesting stat	te agency.
Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.										
Name							Contact Name			
Payee Legal I	Payee Legal Name for Business, Individual or Government Entity as filed with IRS Contact Title									

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.										
Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.										
Name						Contact Name				
Payee Lega	al Name for Busi	ness, Individual	or Govern	ment Entity as filed	with IR	S	Contact Title			
DBA Name							Phone #			
Doing Busi	ness As "DBA", c	or Disregarded E	ntity Nam	e if different than Le	gal Naı	me	Fax #	!		
Tax Identif	ication Number	(TIN) and Type):				□F€	ederal Em	ployer ID (FEIN) Social Security Number (SSN)	
Business A	Address Pleas	se provide prima	ry busines	ss address as filed w	ith the	U.S. In	nternal	Revenue	Service	
Address								City		
State			Zip+4	Zip+4 Rei				e Email		
Optional A	ddresses – Plea	ase select addre	ss type as	applicable						
Type:	☐ Remitting	☐ Ordering	☐ Pricir	ng Returning	☐ Returning ☐ Mailing			Other:		
Address								City		
State			Zip+4 Remitt				ittanc	e Email		
									de financial information used for ACH Electronic State of Oklahoma online registration system.	
Name			Tit	le				Email		

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

	ested under U.S. Tax Laws. Failure to provide this in the state having to deduct backup withholding amo	nformation may prevent you from being able to do business bunts from future payments.
U.S. Taxpayer Identification	n Number (TIN)	
Federal Employer Identification	on Number (FEIN)	If none, but applied for, date applied
U.S. Social Security Number	(SSN)	If none, but applied for, date applied
Entity Filing Classification:		
☐ Domestic (U.S.) Sole Prop	orietor or Individual Domestic (U.S.) Partnership	☐ Domestic (U.S.) Corporation Type:
☐ Limited Liability Company	Туре:	
LLC Disregarded Entity:	YES NO Must be verified by LLC's tax divis	ion. If applicable, parent name/tax id is required.
☐ Domestic (U.S.) Other	Explain:	
☐ Foreign (Non-U.S.) Sole P	Proprietor or Individual* 🛭 Foreign (Non-U.S.) Partners	ship* Foreign (Non-U.S.) Type:
☐ Foreign (Non-U.S.) Other*	Explain:	
FOREIGN VENDOR INSTRU	JCTIONS: * ADDITIONAL DOCUMENTATIO	N IS REQUIRED.
	S. Internal Revenue Service (IRS) Form W-8, Certificate ase refer to IRS for additional instructions (

□ 4 DE	INTE	□ 1 DENTS (or	ntinued)		☐ 2 OTHER INCOME	
☐ 1 - RE		☐ 1- RENTS (cc 532141 Rent c	ontinuea) of Motor Ve	obiolos	☐ 3 – OTHER INCOME 552120 Incentive Awards – Monetary &	
532110			of Motor \		Material	
532130	Rent of Other Building Space	302142 LCa30	, or iviolor	VCITICICS	552160 Incentive Payments – Oklahoma Horse	
532140	Rent of Equipment and Machinery				Breeders & Owners	
532150		☐ 2 – ROYALT	IFS		552170 Incentive Payments – Oklahoma Film	
532160		553170 Royali			Enhancement Rebate	
	Equipment	ocorro recyan	.100		553165 Current/Former Employee Reportable	
532170	Rent of Electronic Data Processing Software				Court Ordered or Legal Settlements	
532190	Other Rents				553220 Other IRS Reportable Income	
□ 6 - ME	EDICAL & HEALTH CARE PAYMENTS		515830	Home Health Ca		
515530	Veterinary Services		515840	Ambulance Serv		
515700	Offices of Physicians (except Mental Health Spe	ecialists)	515850		atory Health Care Services	
515710	Offices of Physicians, Mental Health Specialists		515860		I & Surgical Hospitals	
515720	Offices of Dentists		515870		ıbstance Abuse Hospitals als (except Psychiatric & Substance Abuse)	
515730	Offices of Chiropractors		515880 515890	Nursing Care Fa		
515740 515750	Offices of Optometrists	hygigiana)	515900			
515760	Offices of Mental Health Practitioners (except Pl Offices of Physical, Occupational & Speech The	raniete 8	515910	Residential Services for People with Developmental Disabilities Residential Mental Health & Substance Abuse Facilities		
313700	Audiologists	apists, &	515920		e Facilities for the Elderly	
515770	Offices of Podiatrists		515930	Other Residentia	•	
515770	Offices of all other Miscellaneous Health Practiti	oners	537210	Laboratory Serv		
515790	Family Planning Centers		551230		s to Indigents (from agencies other than DHS)	
515800	Outpatient Mental Health & Substance Abuse Co	enters	551240		s to Indigents (from agencies other than DHS)	
515810	Other Outpatient Care Centers		551250		rvices to Indigents (from agencies other than DHS)	
515820	Medical and Diagnostic Laboratories					
□ 7 - NO	ON-EMPLOYEE COMPENSATION		515600	Telephone Call	Centers	
515010	Office of Lawyers		515610	Business Servic	e Centers	
515020	Offices of Notaries		515620	Collection Agend	cies	
515030	Other Legal Services		515630	Credit Bureaus		
515060	Accounting, Tax Preparation, Bookkeeping & Pa	yroll Services	515640		Support Services	
515210	Payments for Contract Mentor Services		515650		Security Services	
515220	Architectural Services		515660	Educational Ser		
515230	Landscape Architectural Services		515940	Individual & Fan		
515240	Engineering Services		515950	•	d, Housing & Emergency & Other Relief Services	
515250	Drafting Services		515960 515970	Child Day Care	abilitation Services	
515260	Building Inspection Services		515980	•	ent and Recreation	
515270 515280	Geophysical Surveying & Mapping Services Surveying and Mapping (except geophysical) Se	arvices	515990		except Public Administration)	
515290	Testing Laboratories	DI VICCO	517110	,	e – Employee Transfer	
515300	Interior Design Services		531150	Printing and Bind		
515310	Industrial Design Services		531160	Advertising		
515320	Graphic Design Services		531170	Informational Se	rvices	
515330	Other Specialized Design Services		531190		ws and Special Events	
515350	Custom Computer Programming Services		531220	Burial Charges		
515360	Computer Systems Design Services		531330	Jury and Witness		
515370	Computer Facilities Management Services		531500	Moving Expense		
515380	Other Computer Related Services		533100		Repair – Other Items	
515400	Administrative Management & General Manager	ment	533110		Repair of Buildings & Grounds (outside vendors)	
	Consulting Services		533120		Repair – Equipment (outside vendors)	
515410	Human Resources & Executive Search Consulti	ng Services	533130		Repair of Telephone Equipment (outside vendors)	
515420	Marketing Consulting Services	ulting Comit	533140	vendors)	Repair of Data Processing Equipment (outside	
515430	Process, Physical Distribution, & Logistics Cons	uilling Services	533150	,	Repair of Data Processing Software (outside	
515440 515450	Other Management Consulting Services Environmental Consulting Services		000100	vendors)	topail of Data 1 100000 ling Contware (Outside	
515450	Other Scientific & Technical Consulting Services	•	533190	,	Repair – Employee Uniforms	
515460	Research & Development in the Physical, Engin		545110	Purchase of Lan		
0.0770	Sciences	Josiniy, & Life	545210		n in Progress) – Land Improvements	
515480	Research & Development in the Social Sciences	s & Humanities	546210		ther Structures – Construction and Renovation	
515490	Advertising and Related Services		546220		ice and Repair of Equipment	
515500	Marketing Research & Public Opinion Polling		547110	Highway and Bri	dge Construction Expense – Contractual	
515510	Photographic Services		547120		d Repairs to Highways and Bridges	
515520	Translation & Interpretation Services		547210		ice and Renovation – Bridges	
515540	All other Professional, Scientific and Technical S	Services	552100	Stipends – Othe		
515550	Management of Companies & Enterprises		552120		s ("Incentive" payments)	
515560	Office Administrative Services		552130		e Corps Stipends	
515570	Employment Placement Services		553160	Non-Employee F	Reportable Court Ordered or Legal Settlements	
515580	Business Support Services		554190 561140	Voter Registration		
515590	Document Preparation Services			. Shallon Nemec		
□ 14 - G	ROSS PROCEEDS TO AN ATTORNEY					
553180	Settlements – Paid To/Thru Attorney					