Solicitation Cover Page

For Minor Projects under Statutory Amount

Oklahoma Department of Wildlife Conservation - Adminstration - Accounting

DATE OF SOLICITATION made as of the 27th day of January in the year 2025.

Solicitation Information:

Solicitation Number: **002A**

Project Name: Cut & Stack Eastern Red Cedar on 187 acres on Canton VMA.

Address: 24404 E 590 Road

City ZIP: Longdale, OK 73755

Bids Due: **Wednesday, February 19, 2025** at **3:00 PM CST.**

Using Agency Information:

Using Agency Name: **Oklahoma Department of Wildlife Conservation**

Point of Contact: **Audrey Mimbs**

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: **405-522-6144**

Email: **Audrey.mimbs@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)
- 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).

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To: Oklahoma Department of Wildlife Conservation
Accounting Department
1801 N. Lincoln Blvd.
Oklahoma City, OK 73105
ATTN: Audrey Mimbs
RE: Solicitation Number: 002A

_____, _____, _____, _____,

_____, _____, _____, _____,

_____, _____, _____, _____.
(List Addendum Number(s) received above)

From: _____
(Firm Name)

_____
(Address)

_____
(City/State/Zip)

_____ _____
(Telephone No.) *(EIN/TIN No.)*

_____
(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.)
187 Acres Cut & Stack Eastern Cedar on Canton WMA		/Per Acres	187 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

Services - Vegetation Removal

187 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 187 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 of a minimum of 15 trees.
- Cedars must be stacked at least 150 feet from roost trees and 150 feet from existing fences as designated by the area biologist.
- Standing dead cedars must also be cut and stacked.
- Mastication is allowed instead of cut and stack.

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 thad.potts@odwc.ok.gov. 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.

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

A pre-bid meeting on site is requested on Wednesday, February 5, 2025 at 10:00AM CST.

Prebid meeting location-
Canton Lake Big Bend Day Use Area
From town of Canton, 1.5 miles west on Hwy 51, 4.5 miles north on N2460 Rd
36.123712° -98.617799°

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

Work cannot be started until the notice to proceed is awarded. **Job must be completed before April 11, 2025.**

Insurance: 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 (number of acres X price per acre).

ODWC reserves the right to make any inquiries to ensure that the lowest bidder can complete the work in a satisfactory manner.

Terms and conditions: As stated in the contract.

Invoicing and Project Communication: 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:

Invoicing and Project Communication: All work-execution related communications must go through the Agency Representative. Project invoices, including the attached Form G109, Affidavit for Payment, shall be sent to the Agency Representative at the following address and attention:

Canton WMA

Thad Potts, Wildlife Biologist

244004 E 590 Road

Longdale, OK Phone: 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.
Closeout; At completion of the work, conduct final inspection with Agency Representative. Complete any corrective work as directed.

For questions during the bid process please direct your questions in writing to the following CPO by Wednesday, February 12, 2025, 4:30PM CST. No questions will be taken by phone, all questions must be in writing only:

Audrey.mimbs@owdc.ok.gov

End of Scope of Work

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):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	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						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N N / A						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Oklahoma Department of Wildlife Conservation
1801 N Lincoln Blvd.
Oklahoma City, Oklahoma 73105

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

SAMPLE

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OKLAHOMA
Office of Management
& Enterprise Services

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)