



Oklahoma Department of Wildlife Conservation - Administration - Accounting

DATE OF SOLICITATION made as of the **22nd** day of **October** in the year **2024**.

Solicitation Information:

Solicitation Number: **517C**

Project Name: **Aerial Application of Spike 20P**
Address: **Hulah WMA & Western Wall WMA**
City ZIP: **Osage Counties, Oklahoma**

Bids Due: **Monday, November 04, 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: Submit your Bid using the form provided.
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.
- Registered as a Supplier to do Business with the State of Oklahoma [Supplier Portal \(oklahoma.gov\)](http://oklahoma.gov).
- Supplier Insurance: General Liability 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.
- 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.

To: Oklahoma Department of Wildlife Conservation

Accounting Department
1801 N. Lincoln Blvd.
Oklahoma City, OK 73105
ATTN: Cheryl Luetkemeyer
RE: Solicitation Number: **517C**

From:

_____ (Firm Name)

_____ (Address)

_____ (City/State/Zip)

_____ (Telephone No.)

_____ (EIN/TIN No.)

_____ (Email Address)

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

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.
OR

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

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.

Basis of Award: 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.)
Aerial application of Spike 20P on Hulah WMA	/per acre	250 acres	\$
Aerial application of Spike 20P on Western Wall WMA	/per acre	200 acres	\$

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

_____ (Insert amount using numbers)

Dollars

_____ (Insert amount using words)

ARTICLE 3: Alternate(s):

Alternate No. 1: N/A

Dollars

(Insert amount using words)

\$ _____
(Insert amount using numbers)

Circle one: ADD DEDUCT

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)

517C SCOPE OF WORK

Aerial Helicopter Herbicide Application
Hulah Wildlife Management Area & Western Wall Management Area
Located in Osage County

1. GENERAL REQUIREMENTS

The proposed contract is for aerial application of herbicide Tebuthiuron (Spike 20P) at a minimum of 10 pounds to the acres. Herbicide labels must be followed. Generic herbicides are permitted.

Minimum Equipment Requirements: Helicopter or fixed wing aircraft application only capable of accurate calibration and able to provide a uniform distribution of chemicals on surface.

The project will take place at four locations on Hulah Wildlife Management Area. The four locations are old agriculture fields at 90 acres, 75 acres, 45 acres, and 40 acres, totaling 250 acres (see attached maps). On Western Wall Wildlife Management Area, herbicide will be applied in strips 120 feet wide. There will be 300 feet in between each strip. Six to seven strips will be approximately 13,500 feet in length, stopping applicator 150 feet before and after streams, totaling 200 acres (see attached maps). Additional directions may be given to winning bidder upon contract award.

Vendor is to provide all labor, equipment, and chemicals to complete the work as required. Project must be completed by March 31, 2025.

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

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

Contract will be awarded to one vendor only.

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 of insurance. Successful bidder will be required to provide current copy of pilot licenses, and low flight altitude waiver if applicable.

Basis of Contract: The determination of the Lowest Responsible Bidder will be made based on the lowest extended price (per acre rate x 450 acres).

Oklahoma Department of Wildlife Conservation reserves the right to make any inquiries 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. Late bids will not be considered.

Terms and conditions: As stated in the contract.

Change Orders: 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.

Invoicing and Project Communication (after Notice to Proceed): 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:

John Rempe, Wildlife Biologist
44174 State Hwy 99
Pawhuska, OK 74056
Phone: 918-629-5108
John.rempe@odwc.ok.gov

2. EXECUTION

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

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

Closeout: 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*****

Hulah Spike 90 ac.

Write a description for your map.

Boulanger Landing
Boulanger Landing

Legend



Hulah Spike 75 ac.

Write a description for your map.

Legend



Google Earth

Image Landsat / Copernicus
© 2023 Google
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Hulah Spike 45 ac.

Write a description for your map.

3809

4920

© 2024 Google

Legend

Google Earth

© 2023 Google
Image © 2024 Airbus

1000 ft



Hulah Spike 40 ac.

Write a description for your map.



Legend

Google Earth

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Image © 2024 Airbus

1000 ft



Wwall Spike 200 ac.

Write a description for your map.

Legend

4851

74056



Google Earth

Image Landsat / Copernicus

Image © 2024 Airbus

1 mi

