



Oklahoma Department of Wildlife Conservation - Administration - Accounting

**DATE OF SOLICITATION** made as of the **23rd** day of **October** in the year **2024**.

**Solicitation Information:**

Solicitation Number: **519C**  
Project Name: **50 Acres of Vegetation/Brush Mulching on Various Locations on the Ft. Gibson WMA**  
Address: **30515 East 760 Road**  
City ZIP: **Wagoner, Oklahoma 74467**

Bids Due: **Wednesday, November 6, 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: **519C**

**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.)
Vegetation/Brush Mulching on various locations on Ft. Gibson WMA	/per acre	50 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)

\$ \_\_\_\_\_ Circle one: ADD DEDUCT  
(Insert amount using numbers)

**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/Brush Mulching**

On various locations on the Fort Gibson Wildlife Management Area

(WMA) Located in Wagoner County, Oklahoma

#### **1. General Requirements**

The proposed contract is for 50 acres of vegetation and brush removal from old ag fields, underbrush of mature woodlands, and overgrown areas on the WMA. The equipment to be used must meet the following minimum specifications: Forestry Mulching equipment, minimum of 100 HP, rubber tracks or tires, forestry mulching head, and must include an operator.

Work will consist of woody vegetation (Chinese Privet, Cedar, Hackberry, and Ash) removal to reclaim old ag fields, thick understories, and wildlife openings. Masticating of all but several select trees/species per acre 10" or less will be done within the boundary of designated areas. All trees and brush removed will be taken down to ground level with no stabs/stumps. Equipment must be low ground pressure, rubber tracked or rubber tired equipment capable of mulching the woody vegetation.

The exact areas for masticating will be determined by ODWC area personnel based on weather and terrain conditions. This project will reclaim approximately 50 acres of fields, understory, and openings.

Fort Gibson WMA is located near Wagoner, OK. Additional directions will be given to the awarded bidder upon contract award.

Vendor is to provide all labor and needed equipment to complete the work as required. Project must be completed between December 1, 2024 and April 1, 2025 to avoid species of interests concerns. 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. The number of acres is an estimate only. As such, the contract will be awarded based on the bid per acre for the total acres allotted.

**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 along with the 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.

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

The Owner 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 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 shall be sent to the Agency Representative at the following address and attention:

Fort Gibson WMA  
Brett Thompson  
30515 E 760 Rd  
Wagoner, Ok 74467  
brett.thompson@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, conduct final inspection with Agency Representative. Complete any corrective work as directed.

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