



Oklahoma Department of Wildlife Conservation - Administration - Accounting

DATE OF SOLICITATION made as of the 6th day of November in the year 2024.

Solicitation Information:

Using Agency Information:

Solicitation Number: 521C
Project Name: Maintenance & Repair of 2 Ponds, Cookson WMA
Address: 34885 S Blue Top Road
City ZIP: Bunch, Oklahoma 74931

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

Bids Due: Thursday, November 21, 2024 at 3:00 PM.

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).
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 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: 521C

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.

(Insert amount using words)

ARTICLE 3: Alternate(s):

_____ Dollars
(Insert amount using words)

\$ _____
(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

Service – Maintenance and Repair of Two Ponds

Cookson Wildlife Management Area

Southeast Cherokee & Southwest Adair Counties

1. General Requirements:

This proposed contract is for the maintenance and repair of two (2) existing ponds within the Cookson Wildlife Management Area (WMA) located near Cookson, Oklahoma. Vendor will be required to dewater with a pump, using equipment to remove accumulated sediments, woody debris and rocks and place in approved location(s) adjacent to the pond and outside of pond watershed.

The water and sediment volumes provided below are estimates only and provided only for the bidders to partially base their bids on. Bidders should base their bid not only on these provided estimates, but also upon their pond construction experiences. Bidders wishing to gain a more accurate calculation are welcome to do so at their own time and expense.

Round Mt. Pond. Primary pond. Approx. 2.1 surface acres. Approx. 7.95 acre-ft. of water impounded. 1.75 ft average sediment depth. Estimated 5,900 cubic yds of dirt work to be moved.

Baggett pond. Second pond. Approx. 0.3 surface acres. Approx. 0.5 acre-ft of water impounded. 2 ft average sediment depth. Estimated 2,500 cubic yds of dirt work to be moved.

Contractor Requirement: Pump water out of ponds to facilitate access with equipment. Breaching the dams will **NOT** be allowed. Make repairs to the pond dams, spillways and surrounding approaches, removing any brush, stumps and trees present and redress surfaces to provide a smooth and appropriate grade. Back of dam will be re-sloped to not steeper than 3:1. Front of dam will be no steeper than a 2:1 slope.

Equipment Requirements: dewatering/trash pump must be a minimum 3" pump capable of moving minimum of 340GPM. Dozer must be a minimum of 22,000 lbs. and 100 hp. If excavator and dump truck are used, excavator must be a minimum of 37,000 lbs. and 100 hp & dump truck must be a bobtail with minimum of 15 cubic yard capacity.

Contract Specifications: Contractor is to provide all labor and needed equipment to complete the work as required.

Mandatory Pre-Bid Meeting: A mandatory Pre-Bid Meeting will be held on **Thursday, November 14, 2024, at 11:00 AM CST**. All contractors must attend the Mandatory Pre-Bid meeting to bid on this project. Meeting will start at Cookson Wildlife Management Headquarters, 34885 S Blue Top Rd. Bunch, OK, 74931 and then travel into the WMA to view ponds.

Removal of standing trees greater than three (3) inches diameter is prohibited from May 15th to July 31st. Project must be completed within 120 days from Notice to Proceed and/or by April 30, 2025, whichever is sooner. All work will be done and directed by ODWC Area biologist or ODWC Area Wildlife Technician.

Please note that this will be awarded as a Binding Contract.

Contract will be awarded to one contractor only. If the contractor is awarded multiple ODWC projects, contractor 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 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 bid submitted.

The Owner reserves the right to make any inquiries to ensure that the lowest bidder can 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 Binding Contract.

Invoicing and Project Communication: All work-execution related communications must go through the Agency Representative. Project invoice shall be sent to the Agency Representative at the following address and attention:

Cookson WMA
Curt Allen
34885 S Blue Top Rd
Bunch, OK 74931
curt.allen@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 *****