

Office of Management & Enterprise Services ■ Capital Assets Management ■ Department of Real Estate Services ■ Construction and Properties

This addendum forms a part of the contract document and modifies the original documents as noted below. Please acknowledge receipt of this addendum in the space provided on the applicable form(s). Failure to do so may cause the submission to be disqualified.

DATE OF ISSUE made as of **Wednesday, July 26, 2023.**

ADDENDUM NUMBER: One (01)

PROJECT:
026R
(CAP Project Number) *(Solicitation Number)*
Maintenance on Public Access Roads in the 3 Counties of Eufaula WMA
(CAP Project Name)

TO ALL THOSE OF CONCERN:

ALL OTHER DOCUMENTS, SPECIFICATIONS AND DRAWINGS ARE TO REMAIN THE SAME AND INTACT.

Item 1: Attached are two (2) 8.5 x 11 pages. This is a revised bid for that replaces the original form. Note that a unit price has been added for milling material.

Item 2: Attach are two (2) 8.5 x 11 pages. This is the revised scope or work. I have **BOLDED** the revised area.

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids shall acknowledge receipt of this addendum with their bid.

Please include a signed copy of this addendum with your bid form as acknowledge of receipt. All other terms and conditions remain unchanged.

Supplier Company Name (PRINT)

Date:

Authorized Representative Name (PRINT)

Title

Authorized Representative Signature

, Owner Project/Contract Manager



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: Rebekah Pennington
 RE: Solicitation Number: **026R**

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 the work in _____ calendar days.

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.

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.)
Labor, Material and Equipment for road maintenance as per scope of work:	/per mile	4 Miles	\$

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

 (Insert amount using numbers)

ARTICLE 3: Unit Price(s):

Category	Rate
3" rock or equivalent (over and above lump sum estimate)	/per Ton
1 1/2" crusher run of equivalent (over and above lump sum estimate)	/per Ton
Millings	/per Ton

ARTICLE 4: Alternate(s):

Alternate No. 1: N/A

_____ Dollars
(Insert amount using words)

\$ _____ 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;

5.1.2 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

5.1.3 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.

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

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.)

5.3.2 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.)

5.3.3 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 – Road repair

On various locations on the Eufaula Wildlife Management Area (WMA)

Located in McIntosh, Pittsburg and Okmulgee Counties, Oklahoma

MANDATORY PRE-BID MEETING:

Date: Friday - July 21, 2023

Time: 10:00 AM

Location: Braum's Parking Lot – 1 Lakeshore Dr. Eufaula, OK 74432

1. General Requirements

Road repair- Contractor will provide all necessary material, equipment, and labor to maintain approximately 4 miles of roads in need of various levels of maintenance. **Deeper holes should be filled with 3" rock, millings or equivalent, roads will be crowned and capped with approximately 4" of 1 ½" crusher run, or equivalent. Millings will be used at the direction of the Eufaula WMA Biologist. Estimated totals for materials are: 200 tons of 3", millings or equivalent and 1000 tons of 1 ½" or equivalent.**

Roads needing maintenance are in McIntosh County, OK, east of Eufaula, OK and southeast of Checotah, OK, southeast Okmulgee County east of Dewar, OK , and a small section of road in northern Pittsburg County, north of Canadian, OK, totaling approximately 4 miles. 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. Operator will not be compensated for time spent on maintenance and repairs of equipment. Project must be completed as soon as feasible after contract award and must be completed between August 1, 2023 and April 1, 2024. 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 miles is an estimate only, and they may increase or decrease depending on total bid per mile. As such, the contract will be awarded based on the bid per mile for the total price 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 miles X cost per mile).

The Owner reserves the right to make any inquiries to ensure that the lowest bidder is actually able to complete the work in a satisfactory manner.

The contract will be issued by the Oklahoma Department of Wildlife Conservation Administration Division (ODWC). The contractor shall not begin work until the contract is in place and written notice to proceed has been issued by ODWC.

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, including the Attached Form G109, Affidavit for Payment, shall be sent to the Agency Representative at the following address and attention:

Eufaula WMA
JD Ridge
PO Box 1554
Eufaula, Ok 74432
jd.ridge@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 of Work