WILDLIFE CONSERVATION COMMISSION

Bruce Mabrey CHAIRMAN Bill Brewster MEMBER

Robert S. Hughes II VICE CHAIRMAN John D. Groendyke MEMBER

Leigh Gaddis SECRETARY

Rick Holder MEMBER

James V. Barwick John P. Zelbst MEMBER MEMBER

J. KEVIN STITT, GOVERNOR
J.D. STRONG, DIRECTOR

DEPARTMENT OF WILDLIFE CONSERVATION

P.O. Box 53465

Oklahoma City, OK 73152

(405) 521-3851

Bid Solicitation Cover Page

Date: April 14, 2020

Solicitation Information

Solicitation Number:

038A

Project Name:

160 hours of dozer with operator

rental at Heyburn Wildlife

Management Area.

Project Address:

23115 W. Wekiwa Rd

Project City: Project Zip Code: Sand Springs, Oklahoma 74063

Bids Due (Date):

Bids Due (Time)

May 12, 2020 3:00 PM CST **Agency Contact Information**

Agency Name:

Oklahoma Department of Wildlife

Conservation

Contact Name:

Adriana Bustamante

Mailing Address:

Delivery Address:

PO Box 53465 1801 N Lincoln Blvd.

Contact City:

Oklahoma City, Oklahoma

Contact Zip Code

73152

Contact Phone:

405.522.5762 405.521.6898

Contact Fax: Contact Email:

adriana.bustamante@odwc.ok.gov

The Oklahoma Department of Wildlife Conservation is inviting written bids for all labor and materials described by this solicitation.

Bids will be accepted until the Date and Time specified above. Late Bids will not be accepted.

Method of Responding to this Solicitation: Bids will be accepted by mail, email or hand delivered to the 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 a contract and the State reserves the right to reject any and all bids.

In preparing your bid, please review the attached documents and comply with instructions given:

- Bid Form: Submit your Bid using the form provided.
- Statutory Bid Affidavit: Complete this affidavit and return with your Bid.
- Agreement Between Owner and Contractor: This is the contract that will be used.
- <u>Invoice Affidavit for Construction:</u> After contract award, this document must be submitted with the Contractor's Invoice for Payment
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.

If the Bidder has any questions about this Solicitation, please contact the 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 Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department.

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Rick Holder MEMBER

V. Barwick John P. Zelbst MEMBER MEMBER



Bid Form

To:		From:	" No		
	Conservation P.O. Box 53465 Oklahoma City, OK 73152	r	Firm Name		
	Attn: Adriana Bustamante	A	Address		
	RE: Solicitation Number #038A	Ċ	City/State/Zip		
		T	elephone No.	FEI No.	
		E	mail Address:		

- 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.
- 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 WORK ORDER or as otherwise provided for in the Solicitation.
- 3. By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- 4. The bidder also certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, that the use of any tobacco product shall be prohibited 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.
- If awarded a contract, the proposed time to complete this work will be within 60 calendar days from the date of receipt of Work Order.
- 6. Price Schedule: 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.

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James V. Barwick

MEMBER

MEMBER John P. Zelbst MEMBER OKLAHOMA OKLAHOMA OKLAHOMA OKLAHOMA

J. KEVIN STITT, GOVERNOR J.D. STRONG, DIRECTOR

DEPARTMENT OF WILDLIFE CONSERVATION

P.O. Box 53465

Oklahoma City, OK 73152

(405) 521-3851

Category	Rat	Rate		Subtotal Amount (Rate x Est. Qty.)	
Dozer w/Operator Rental	\$	/per hour	160 hours	\$	
Total estimate of contract cost and basis of award:				\$	

(Bidder Printed Name)		
(Bidder Signature)		
(Bidder Title)		
(Date)		



State of Oklahoma Office of Management and Enterprise Services Capital Assets Management Construction and Properties

Bid Affidavits

	Salaton de la Companya de la Company				
In accordance with 61 O.S. § 108 and § 115, a s	worn statement sh	all accompany any co	mpetitive bid submitted for a public constru	uction contract.	
STATE OF)) ss	Project Name:	160 HOURS OF DOZER WITH OP RENTAL AT HEYBURN WMA.	ERATOR	
COUNTY OF)	CAP Project No.:	,		
NON-COLLUSION STATEMENT			· · · · · · · · · · · · · · · · · · ·		
A. For the purposes of a competitive construction contract, the undersigned, being certifies that	bid for a publ g first duly swori		er the bidder nor anyone subject for control has been a party:	to the bidder's	
I am the duly authorized agent of		of com	any collusion among bidders in restra petition by agreement to bid at a fix from bidding,	aint of freedom xed price or to	
the bidder submitting the competitive bid withis statement, for the purpose of ce pertaining to the existence of collusion are between bidders and state officials or emp	rtifying the fact nong bidders an	ts to qua d as to a	any collusion with any state official on tity, quality or price in the prospection on other terms of such prospective co	ive contract, or	
facts pertaining to the giving or offering of government personnel in return for specia the letting of any contract pursuant to the statement is attached;	things of value to consideration i	o c. in official is value f	any discussions between bidders a concerning exchange of money or or special consideration in the letting	other thing of of a contract.	
2. I am fully aware of the facts an surrounding the making of the bid to which attached and have been personally and d the proceedings leading to the submission	this statement i irectly involved i	or not, ne contractor's agreed to p State of Ol	if awarded the contract, whether contract ither the contractor nor anyone of direction or control has paid, given ay, give or donate to any officer or extlahoma any money or other thing contractly, in procuring the contract of attached.	subject to the or donated or mployee of the of value, either	
BUSINESS RELATIONSHIPS STATEMENT					
I further certify that the nature of any part within one (1) year prior to the date of this				r which existed	
(If none, so state; use additional sheet if necessary.)					
B. That any such business relationship presently in effect or which existed within one (1) year prior to the date of between any officer or director of the bidding company and any officer or director of the architectural or engineer party to the project is:					
•	, , , , , , , , , , , , , , , , , , ,				
(If none of the business relationships herein above m	entioned exist, then a	a statement to that effect.	Use additional sheet if necessary.)		
If awarded a contract, the bidder affirms that invoices submitted for payment will reflect a tr				nts and that all	
(Bidder Signature)	_ Subscribed ar	nd sworn to before r	ne this day of	,20	
(Prison Signatury)			(Signature of notarial officer)		
(Bidder Printed Name)	-		My Commission Expires:		
(Bidder Printed Title)	-	(Seal)	My Commission #:		



State of Oklahoma Office of Management and Enterprise Services Capital Assets Management Construction and Properties

Standard Form of Agreement Between Owner and Contractor

Minor Projects under the Statutory Amount or No Design Consultant

This document has importan	t legal consequences.	Consultation with an attorney is encouraged with respect to its completion.
AGREEMENT made as of th	e day of	in the year 20
BETWEEN the Owner:	Division of Capita	ment and Enterprise Services al Assets Management I Properties Department ling Suite 106
On behalf of Using Agency:	[Name]	
And the Contractor:	[Name] [Address]	
For the Project:	Solicitation No: CAP Project No: Project Name: Project Location:	[CAP Proj#] [CAP Proj Name]
The Owner and Contractor a	gree as follows:	
ARTICLE 1. THE CONTRA	CT DOCUMENTS	
Requirements, Provisions, Stherein, included as an atta	Scope of Work, Plans chment. The Contrac	reement and the Solicitation, as referenced, inclusive of any stated Conditions, s, Specifications, Addenda and the Contractor's Bid Form as may be contained t represents the entire and integrated agreement between the parties hereto and agreements, either written or oral.
ARTICLE 2. THE WORK O	F THIS CONTRACT	
2.1 The Contractor shall ful the Contract Documents to b	ly execute the Work on the responsibility of	described in the Contract Documents, except to the extent specifically indicated in others.
ARTICLE 3. CONTRACT S	UM AND PAYMENTS	
3.1 The date of commence separate Purchase Order is Order.	ment of the Work sha sued to encumber th	all be the date of the Work Order issued by the Owner and affixed to the State's e cost of the Work. The Contract Time shall be measured from the date of Work
3.2 The Contractor shall ac Projects days from the da Contract Time as provided in	ate of commencemen	on of the entire Work not later than [Insert Number Of Days or "N/A" for 1+ FY nt, or as follows: [Insert "N/A" or FY year info], subject to adjustments of this ents.
3.3 If provided for in the So additional annual renewal pe	licitation, in regard to eriods by amendment	as-needed maintenance or trade services, the Contract Time may be extended for to the Agreement.
ARTICLE 4. CONTRACT S (The clause selected	UM AND PAYMENTS with an "X" shall be the v	S valid 4.1 contractual clause)
Projects with duration	of one month or less	the amount of [Insert Amount in Words] Dollars (\$ [Insert Amount in Numbers], shall be invoiced upon final completion. Projects with a duration exceeding one monthly basis. Final payment will not be made until Owner's Representative has to payment will be made to the Contractor after the Final Completion Date until all
4.1 This Contract is no under this agreement s monthly for the Work co	hall be invoiced at the	r may or may not purchase the quantities stated in the Solicitation. Work authorized e rates stated on the Contractor's Bid Form. Invoices will be accepted for payment us month.

ARTICLE 5. OTHER TERMS AND CONDITIONS

- **5.1 OWNER'S REPRESENTATIVE:** For the purposes of this Contract, the Administrator of DCAM/CAP or a designated person shall serve as the Owner's Representative, and serve as the Supervisory Official for the purposes of accepting the work and approving Invoices for Payment. No work will be accepted, nor any payments made without approval by the Owner or the Owner's Representative.
- **5.2 CONTRACT CHANGES:** Contract Changes shall be provided only upon prior written authorization by the Owner, and are subject to the statutory limits set forth in 61 O.S. § 121. Upon request by the Owner's Representative, Contractor shall prepare an itemized cost proposal for the requested contract change and submit to Owner's Representative for review and approval. If accepted by Owner, a Change Order will be processed and returned to Contractor, authorizing the change in the work and providing a notice to proceed.
- 5.3 AUDITS AND RECORDS CLAUSE: As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later
- **5.4 OWNERSHIP OF DOCUMENTS**: All documentation generated as an instrument of service is and shall remain the property of the Owner, including shop drawings, equipment manuals, equipment warranties and as-built drawings. Contractor shall deliver said documents to Owner's Representative or as otherwise stated in the Solicitation upon final completion of the work.
- **5.5 SUCCESSORS AND ASSIGNS**: The Owner and the Contractor each binds themselves, partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or otherwise transfer its interest in this Agreement without the written consent of the Owner.
- 5.6 DISPUTES AND CLAIMS: The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by participating in good faith in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute. If an agreement cannot be attained, the Contractor may appeal to the Administrator of the Division of Capital Assets Management, by submitting written notice of a protest to the Administrator within twenty-one (21) days of the previous settlement meeting. The Administrator may hear the protest or may assign the Contractor's appeal to an administrative law judge the Division retains. If the appeal is assigned to an administrative law judge, the administrative law judge shall review the protest for legal authority and jurisdiction. If legal authority and jurisdictional requirements are met, the administrative law judge shall conduct an administrative hearing in accordance with the Administrative Procedures Act, 75 O.S. § 309 et seq., and provide findings of fact and conclusions of law to the Administrator. The Administrator shall send written notice to the Contractor of the final decision sustaining or denying the Contractor's appeal. If the Administrator denies Contractor's appeal, the Contractor may appeal pursuant to provisions of 75 O.S., § 309 et seq. of the Administrative Procedures Act.

5.7 TERMINATION

- **5.7.1** This Agreement may be terminated by the Owner upon mailing notice of termination to the Contractor at least seven (7) working days in advance of the date of termination if the Contractor substantially fails to perform according to the terms and conditions of this Agreement in the opinion of the Owner or funds for the Project are insufficient to proceed with the Project. In the event of termination, the Contractor shall be paid compensation for services performed up until the date of termination subject to amounts withheld to satisfy any rightful claim or set off by the Owner.
- **5.7.2** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- **5.7.3** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause.
- **5.8 INSURANCE**: Insurance meeting the minimum limits of coverage listed below shall be maintained in full force by Contractor for the duration of the Contract. Certificates of Insurance shall be furnished naming the Owner as the Certificate Holder prior to acceptance of the Contract or issuance of a Work Order. The following are minimum limits of insurance coverage. If higher limits or additional insurance provisions are stated in the Bid Solicitation, the requirements of the Solicitation shall be the minimum required
 - **5.8.1** Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. (Companies exempt from the Workers' Compensation Act may substitute DCAM/CAP Form A321D in lieu of a Certificate of Coverage).
 - 5.8.2 Commercial General Liability shall be \$100,000 (Each Occurrence) and \$300,000 (General Aggregate).
 - **5.8.3** Automobile Liability (owned, non-owned and hired vehicles) shall be \$100,000 (Each Occurrence) and \$300,000 (General Aggregate), for bodily injury and property damage
 - 5.8.4 Property Damage (for projects under \$50,000) shall be \$50,000 (Each Occurrence) and \$100,000 (General Aggregate).
 - **5.8.5** Builder's Risk (for projects \$50,000.00 and above) shall be \$50,000 (Each Occurrence) and \$100,000 (General Aggregate).

5.9 BONDS

- **5.9.1** Bonds are required for any contract where the firm, fixed price contract sum equals or exceeds fifty thousand dollars (\$50,000), or where an individual work order under a non-binding service or maintenance contract exceeds fifty thousand dollars (\$50,000).
 - **5.9.1.1** Performance Bond for 100% of the value of the Contract to insure completion of the Work.
 - **5.9.1.2** Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
 - **5.9.1.3** Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.
- 5.9.2 All bonds shall be on the forms prescribed and issued by the Owner as attached to this Agreement
- **5.9.3** Irrevocable Letters of Credit may be used as a substitute for the required bonds, on the forms prescribed and provided by the Owner and issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.
- 5.10JURISDICTION: This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 6. OTHER CONDITIONS OF THE CONTRACT

- **6.1** The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- **6.2** The Contractor certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited 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.
- 6.3 Other documents, if any, forming part of the Contract Documents are as follows:

This Agreement entered into as of the day and year written above

Purchase Order [Select]

This Agreement entered into as of the day and y	our witter above		
STATE OF OKLAHOMA Office of Management and Enterprise Services Division of Capital Assets Management		[NAME]	
(Owner Signature)	(Date Signed)	(Contractor Signature)	(Date Signed)
Mickerl Jones Director Construction and Properties Department		(Printed Name and Title)	
		(EIN/TIN Number)	

ATTACHMENTS:

- 1. Contractor's Bid Form
- 2. Contractor's Bid Affidavit
- 3. Contractor's Insurance Certificate(s)
- 4. Contractor's Bonds (if applicable)
- 5. Copy of Solicitation for Bids
- 6. n/a



State of Oklahoma Office of Management and Enterprise Services Division of Capital Assets Management Construction and Properties

Non-Collusion Affidavit

The statement below	must be signed and r	notarized before this	contract will become effective	
STATE OF)) ss)	Project Name: CAP Project #:		
			, of lawful age, being first	
states, (S)he is the duly authorized agent of				
Company under the contract which is attack	hed to this stateme	ent, for the purpos	se of certifying the facts per	taining to the giving of
things of value to government personnel in o	rder to procure said	d Contract:.		
timigo of value to government personner in a		,		
(S)he is fully aware of the facts and circums has been personally and directly involved in	stances surrounding the proceedings lea	g the making of th ading to the procur	ne Contract to which this sta rement of said Contract: and	tement is attached and
Neither the Company nor anyone subject to donate to any office or employee of the State the Contract to which this statement is attach	e of Oklahoma any	ection or control h money or other th	as paid, given or donated or ing of value, either directly o	agreed to pay, give or r indirectly, in procuring
(Company Printed Name)				
				20
(Authorized Representative Signature)	Subscribed and s	sworn to before me	e thisday of	,20
			(Signature of notarial officer)	
(Authorized Representative Printed Name)	_			
			My Commission Expires:	
			1	
(Authorized Representative Printed Title)	1	(Seal)	My Commission #:	



State of Oklahoma Office of Management and Enterprise Services Capital Assets Management Construction and Properties

Invoice Affidavit for Construction

(For Minor Projects under the Statutory Amount or No Design Consultant)

	Progress Payment			Date of Progress Invoice:	
	Final Payment			Date of Final Invoice:	
STA	ATE OF)) ss	Project Name:	160 HOURS OF DOZER WITH OF RENTAL AT HEYBURN WMA.	PERATOR
CO	UNTY OF)	CAP Project No.:		
CO	NTRACTOR OR SUPPLIER – COMPLETE TH	IIS SECTIO	ON (Choose Appro	priate Option)	
	Option 1: Contract Award is Less than \$50,00	0 and Affida	avit Provided in lieu	of Statutory Bonds	
	Affidavit: The undersigned Contractor or Supbelief, the Work or Materials covered by this the Contract Documents, that all amounts have Invoices for Payment, if any, were issued an now due. In accordance with 610.S., § 1.(C) that any of the contents of the affidavit are false.	Invoice for I ve been pai nd payment:), the Contr	Payment has been d by the Contracto s received from the ractor acknowledge	completed or materials delivered in r or Supplier for Work or Materials fo e Owner, and that current payment es that the execution of this affidavit	accordance with r which previous shown herein is with knowledge
	Option 2: Contract Award is Greater than \$50	,000 and St	atutory Bonds have	e been provided	
	Certification: The undersigned Contractor or the Work or Materials covered by this Invoic Contract Documents, that all amounts have Invoices for Payment, if any, were issued ar now due.	e for Paym been paid l	ent has been com by the Contractor	pleted or materials delivered in acco or Supplier for Work or Materials fo	ordance with the r which previous
(Con	npany Printed Name)		(Auth	orized Representative Printed Name)	
(Aut)	horized Representative Printed Title)		(Auth	orized Representative Signature)	
	TARIZE ONLY IF OPTION 1 ABOVE IS CHE	CKED)	,	*	
•			affirmed) before m	e onday of	, 20
				(Signature of notarial officer)	
				,	
				My Commission Expires:	
		(Seal)		My Commission #:	
In a Sup	RTIFICATION OF SUPERVISORY OFFICIAL accordance with the Contract Documents, bas pervisory Official certifies to the Owner that to progressed as indicated, the quality of the Wittener of the Amount Certified. Attach Copy of Amount of the Amount Certified.	sed on on-s the best o ork is in acc	of the Supervisory of the cordance with the	Official's knowledge, information and	a beliet the vvori
(Us	sing Agency Name)		(Aut	horized Representative Signature)	
(Re	epresentative Printed Name)	(R	Representative Title)	(Date)	
If th	nis Affidavit is for Final Payment, forward one c	opy with fin	al Invoice to DCAN	I/CAP to close out project.	

SCOPE OF WORK

Services - 160 hours of dozer with operator rental at Heyburn Wildlife Management Area (WMA).

Heyburn Wildlife Management Area 23115 West Wekiwa Raod Sand Springs, Oklahoma 74063 Creek County, Oklahoma

1. GENERAL REQUIREMENTS

The proposed contract is 160 hours of dozer with operator rental at Heyburn Wildlife Management Area. The equipment to be used must meet the following minimum specifications: The dozer is to have a minimum operating weight of 30,000 pounds and 140 FWHP with working hour meter.

Removal of woody vegetation with a bulldozer for firebreak construction on Heyburn Wildlife Management Area. Project is 2.5 Miles long and 30 feet wide.

Dozed tress will be piled as directed on the inside of the firebreak. There is a mix of oak and bottomland hardwood tree species to be pushed.

Work will take place on the central portion of Heyburn Wildlife Management Area. Hour meters on equipment will be read on site at the beginning and upon completion of actual work to determine payable hours. All work will be done as directed by the area biologist. All work will be done as directed by the ODWC Area Biologist.

Work will consist of 30' wide fire break construction through clearing all woody vegetation such as post oak/black jack oak timber, as well as construction of low water crossing and tin horn installation as needed to allow for vehicular traffic. All work will be done on Heyburn WMA at the direction of ODWC employees. Heyburn WMA is located between Highways 33, 48, and 66 North of Bristow in Creek County, Oklahoma.

Contract will be awarded to one vendor only. <u>Vendor is to provide all needed equipment and labor to complete the work as required.</u> Project must be completed within one hundred twenty (60) days of contract award. If wet conditions prevent work in the first 60 days, the job must be completed and invoiced by June 30, 2020.

<u>Insurance</u>: The successful bidder will be required to provide certificates of insurance for general liability, vehicles and worker compensation in the amounts specified in the contract {attached} immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof of insurance.

<u>Basis of Contract:</u> The determination of the Lowest Responsible Bidder will be made based on the lowest extended price {# of hours x price per hour).

The Owner 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.

<u>Terms and conditions</u>: As stated in the contract.

<u>Change Orders</u>: 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.

<u>Invoicing and Project Communication</u>: 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:

Oklahoma Department of Wildlife Conservation
Matthew Mattioda
PO Box 53465
Sand Springs, Oklahoma 74063

2. EXECUTION

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

<u>Travel</u>: Operator will not be compensated for travel to and from sites.

<u>Closeout</u>: At completion of the work, conduct final inspection with Agency Representative. Complete any corrective work as directed.

End of Scope of Work