

PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS
STILLWATER, OKLAHOMA

"NOTICE TO BIDDERS"

Notice is hereby given that the Payne County Board of Commissioners State of Oklahoma, will receive sealed bids for the following:

**BID # 2019-56
ASPHLAT OVERLAY**

Bid documents may be picked up at the **Payne County Clerk's Office at 315 W. 6th, Suite 202, Payne County Administration Building, Stillwater, Oklahoma**, or you can request that the Bid Documents be E-mailed to you, call **405-747-8348** to request that they be mailed or E-mailed.

Bids should be mailed or hand delivered to the **Payne County Clerk, 315 W. 6th, Suite 202, Stillwater, OK. 74074**, Bids must be filed with the Payne County Clerk on or before **9:30 A.M. on APRIL 22, 2019**. Bids must be sealed and clearly marked:

**BID # 2019-56
FOR
ASPHALT OVERLAY
OPENING: APRIL 22, 2019 @ 9:30 A.M.
PAYNE COUNTY DISTRICT 3 COMMISSIONER, ROCKY BLASIER, (405) 372-7758**

The Board of County Commissioners, or their appointed representative, will evaluate all bids, and reserves the right to reject any or all bids, and reserves the right to waive any of the listed specifications. The Board of County Commissioners reserves the right to accept the bid determined to best serve the needs of Payne County.

Payne County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

KYLA MCCOMBS
PURCHASING AGENT



Glenna Craig

Payne County Clerk

315 W. 6th, Suite 202 Stillwater, Oklahoma 74074

Phone: 405-747-8310* Fax: 405-747-8304

countyclerk.paynecounty.org



BID # 2019-56

ASPHALT OVERLAY

PAYNE COUNTY DISTRICT 3, ROCKY BLASIER

Vendor and or company representative,

Included in this correspondence you will find information regarding bid specifications, packet information, and instructions per the Payne County Commissioners who are requesting your company submit a bid for the enclosed project or materials.

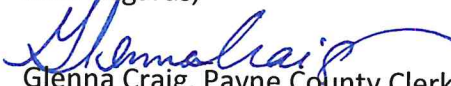
The enclosed packet has been developed and approved by the Payne County Commissioners, the content of the packet is per their instruction. The Payne County Clerk's office is the facilitator of the bid process and is required to receive and hold all sealed bids per Oklahoma State Statutes to present to the Board of Commissioners in an open session.

If you have any questions, in regards, to the pack content, specifications, and instructions please contact the following:

ROCKY BLASIER, DISTRICT 3 COMMISSIONER- 405-372-7758

We appreciate your bid and time, in regards, to the process. We look forward to hearing from you.

Kind Regards,


Glenna Craig, Payne County Clerk

State of Oklahoma

All bids can be mailed or emailed to vendors upon request, or can be downloaded for completion from our website: www.countyclerk.paynecounty.org

CONTACT KYLA MCCOMBS-PAYNE COUNTY PURCHASING AGENT FOR EMAIL OR MAILED BIDS AT: kmccombs@paynecountyclerk.org

ALL BIDS MUST BE SUBMITTED BACK TO THE PAYNE COUNTY CLERKS OFFICE BY MAIL, OR IN PERSON SEALED BEFORE 9:30 THE DATE OF BID OPENING.



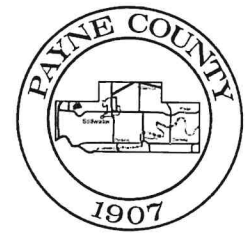
Glenna Craig

Payne County Clerk

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Phone: 405-747-8310* Fax: 405-747-8304

countyclerk.paynecounty.org



INVITATION TO BID

The Board of County Commissioners, Payne County, Oklahoma is seeking sealed bids for:

BID # 2019-56

ASPHALT OVERLAY

BID # 2019-56

Date Published: MARCH 29, 2019

Bidding Period Closing Date and Hour: APRIL 22, 2019 @ 9:30 A.M.

Sealed Bid Opening Date and Hour: APRIL 22, 2019 @ 9:30 A.M.

Location: "The Gloria Hesser Commissioners Meeting Room" Room 200, Payne County Administration Building.

Address: 315 W. 6th, Ste. 202, Stillwater, OK. 74074

Requesting Authority: PAYNE COUNTY COMMISSIONER

Payne County District 3 Commissioner, Rocky Blasier

PHONE: 405-372-7758

Bid submissions are to be addressed to:

ATTN: Payne County Purchasing Agent

Payne County Clerk's Office

315 W. 6th, Suite 202

Stillwater, OK 74074

Please review the attached Terms and Conditions pertaining to the submission of this bid.

Please pay particular attention to item (1) of the Terms and Conditions. This item specifies how the bid envelopes are to be identified to prevent inadvertent or premature opening of sealed bids. Your compliance will ensure consideration of your bid by the awarding body. Late bids will not be considered. The Non-Collusions Affidavit bearing original signature must be notarized and returned with the bid submission.

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit for Filing with Competitive Bid
4. Specifications/Bid forms for desired item(s) (may be more than one page of information).

A handwritten signature in blue ink that reads "Glenna Craig".

**Glenna Craig, Payne County Clerk
State of Oklahoma
315 W. 6th, Suite 202
Stillwater, OK 74074**



Glenna Craig

Payne County Clerk

315 W. 6th, Suite 202 Stillwater, Oklahoma 74074

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TERMS AND CONDITIONS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID

NO EXCEPTIONS TO THESE TERMS AND CONDITIONS WILL BE CONSIDERED

1. Bids must be submitted on the included form only. Each bid shall be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed, showing the bid name and number in the lower left-hand corner.
2. All bids shall be entered on the Bid Form enclosed or a copy thereof. Bids are to be typewritten or in ink. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type model numbers descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of the contract with Payne County.
4. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.
5. The enclosed affidavit for Filing with Competitive Bid MUST be returned with the bid.
6. Payne County reserves the right to reject any and all bids and to waive any technicalities in the bidding.
7. Direct purchase of certain items of equipment or material by Payne County is exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases, the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax.
8. Bid must show number of days required for delivery under normal conditions. Contractor must keep the County advised at all times of the status of the order. For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval from the Purchasing Agent. Default in promised delivery date or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge the full increase of cost and handling to defaulting contractor.
9. Bidder agrees to defend and save Payne County from and against all demands, claims costs expense, damage and judgments based upon infringement of any patent to goods specified in this order or the ordinary use or operation of such goods by the County or use or operation of such goods in accordance with the bidder's direction.
10. If the bid requires a written contract, the successful bidders shall execute a written contract with the county within (10) days after submission of the contracts to said bidder.
11. This bid is submitted as a legal offer, and any bid when accepted by the County constitutes a firm contract.
12. **If the bid is \$50,000.00 or greater, Bidder must furnish a bid bond or cashier's check in the amount of 5% of the bid with bid submission.**
13. **If the bid is \$50,000.00 or greater, successful Bidder must be able to bond. (Performance, Maintenance and Payment Bonds)**
14. Successful bidder will be required to furnish their own Workmen's Comp and General Liability Insurance as required by Oklahoma State Law and by Payne County.



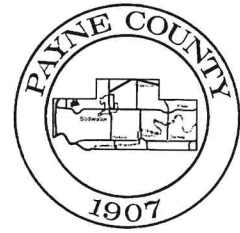
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S.A.&I. 425/1-4040 (2000)

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF OKLAHOMA)

)SS

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract, or in any discussions between bidders and any county official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Firm: _____

Signed by: _____ (manual signature of undersigned)

Title: _____

Address: _____

City: _____ State: _____

Zip: _____ Tax ID: _____

Telephone (____) _____ Fax (____) _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ Notary Public (or Clerk or Judge)

My commission expires: _____

Note:

Each competitive bid submitted to a county, school district or municipality must be accompanied with the above Affidavit as required by 61 Okl.St. Ann. § 138



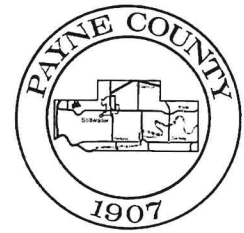
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BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto Payne County Commissioners, as OWNER in the penal sum of: _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this ____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to Payne County Commissioners a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (property completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor, furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

ATTEST: (if by Corporation)

Surety

Name and Title

By: _____

Corporate Seal

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: This form is to be submitted with the BID.



Glenna Craig

Payne County Clerk

315 W. 6th, Suite 202 Stillwater, Oklahoma 74074

Phone: 405-747-8310* Fax: 405-747-8304

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MAINTENANCE BOND

WHEREAS, the undersigned, _____ has executed a certain Contract dated the ____ of _____, 20____, designated and known as Contract for the Asphalt Overlay of 68th from Hwy 177 West to Western- patch bad spot, 68th from Hwy 177 West to Western- 1 4/10 mile north lane going West, 68th from Hwy 177 West to Western- 2 miles South lane, 44th from Western East- paving-1/2 mile, 44th from Western East-overlay-1/2 mile including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof.

NOW, THERFORE, KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____ as Surety, are jointly and severally, firmly held and bound unto the Payne County Commissioners (hereinafter "OWNER") in the sum of: _____ Dollars (\$ _____) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the "OWNER" that the said improvements, including materials, workmanship and all work done under said contract were such that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project resolution of the duly appointed governing body of the "OWNER" and that at the expense of said Principal and/or Surety, that such work performed under said Contract shall be kept and maintained in a first-class condition for a period of one (1) year as herein provided that all pavement cracks, pavement failures, or pavement layer separation occurring or arising from any cause whatsoever within said period of one (1) year, shall be promptly repaired and at all times during the said period of one (1) year, maintained by said Principal and/or Surety, without NOTICE being given; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said project or any work connected therewith within ten (10) calendar days after NOTICE to said Principal by letter deposited in the United States mail, addressed to said Principal at: Payne County Commissioners, 315 W. 6th, Ste. 203, Stillwater, OK 74074

that the said Principal and Surety shall jointly and severally be liable to the Payne County Commissioners for the costs and expenses of making such repairs or making good such defects or imperfections.

NOW, THERFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered this ____ day of _____, 20____.



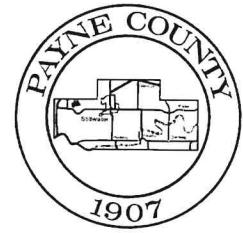
Glenna Craig

Payne County Clerk

315 W. 6th, Suite 202 Stillwater, Oklahoma 74074

Phone: 405-747-8310* Fax: 405-747-8304

countyclerk.paynecounty.org



ATTEST:

By: _____
Witness as to Principal (Signature)

Typed Name and Title
(SEAL)

ATTEST:

By: _____
Witness as to Surety (Signature)

Typed Name and Title

(SURETY SEAL)

Principal: _____

By: _____
(Signature)

Typed Name and Title

Surety: _____

By: _____
Surety's Agent (Signature)

Typed Name and Title

By: _____
Attorney-In-Fact (Signature)

Typed Name and Title

**NOTE: Date of Bond must not be prior to date of contract.
If contractor is partnership, all partners should execute bond.**

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



Glenna Craig

Payne County Clerk

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PERFORMANCE BOND

_____, as Principal, and a corporation organized under the laws of the State of _____ as Surety, are held and firmly bound unto Payne County Commissioners, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal entered into a written Contract with Payne County Commissioners, dated _____, 20____, for Asphalt Overlay of 68th from Hwy 177 West to Western- patch bad spot, 68th from Hwy 177 West to Western- 1 4/10 mile north lane going West, 68th from Hwy 177 West to Western- 2 miles South lane, 44th from Western East- paving-1/2 mile, 44th from Western East-overlay-1/2 mile all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of:

Payne County Commissioners, 315 W. 6th, Ste 203, Stillwater, OK 74074

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications, and if said Principal shall protect and save harmless Payne County Commissioners from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Contract resting upon said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this ____ day of _____, 20____.

ATTEST:

Principal: _____

By: _____
Witness as to Principal (Signature)

By: _____
(Signature)

Typed Name and Title

Typed Name and Title

(SEAL)



Glenna Craig

Payne County Clerk

315 W. 6th, Suite 202 Stillwater, Oklahoma 74074

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ATTEST:

Surety: _____

By: _____
Witness as to Surety (Signature)

By: _____
Surety's Agent (Signature)

Typed Name and Title

Typed Name and Title

(SURETY SEAL)

By: _____
Attorney-In-Fact (Signature)

Typed Name and Title

**NOTE: Date of Bond must not be prior to date of contract.
If contractor is partnership, all partners should execute bond.**

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



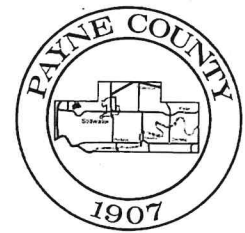
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STATUTORY BOND

NO. _____

We, _____ as Principal, and _____, a Corporation organized under the laws of the State of _____, as Surety, are held and firmly bound unto the State of Oklahoma, in the amount of _____ dollars (\$ _____) for the payment of which we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____

WHEREAS, the said _____ did on the Asphalt Overlay of 68th from Hwy 177 West to Western- patch bad spot, 68th from Hwy 177 West to Western- 1 4/10 mile north lane going West, 68th from Hwy 177 West to Western- 2 miles South lane, 44th from Western East-paving-1/2 mile, 44th from Western East-overlay-1/2 mile;

And WHEREAS, this bond is given in compliance with Oklahoma Statutes Annotated, 1941, Title 61, Sections 1 and 2, as amended;

NOW THEREFORE, the condition of the above obligation is such that, if the Principal shall pay all indebtedness incurred for labor, materials or rental of machinery or equipment furnished in the construction of said public building or in making said public improvements, then this obligation shall be void, otherwise to remain in full force effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST:

Principal: _____

By: _____
Witness as to Principal (Signature)

By: _____
(Signature)

Typed Name and Title

Typed Name and Title

(SEAL)

ATTEST:

Surety: _____

By: _____
Witness as to Surety (Signature)

By: _____
Surety's Agent (Signature)

Typed Name and Title

Typed Name and Title

(SURETY SEAL)

By: _____
Attorney-In-Fact (Signature)

Typed Name and Title

9. County will collect bill of lading tickets from every truckload. Said ticket tonnage will be used as basis for calculation of total tonnage used for the project.
10. Contractor will be responsible for the patching of all holes that develop during the overlay process.
11. Contractor will be responsible for all traffic control according to MUTCD.

NOTE- No bridges will be overlaid. (If applicable)

SPECIAL INSTRUCTIONS:

1. Before bid is awarded vendors will be contacted by commissioner to determine time frame in which project can be worked and completed.
2. A pre-work conference with the successful bidder and commissioner prior to the start of the project will be required.
3. All work shall be completed 60 calendar days from notice to proceed date. Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the standard specifications. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty), Contractor shall pay Owner \$2,000.00 for each day that expires after the time specified for completion.

ASPHALT OVERLAY

1 1/2" or more TYPE B ASPHALT
PER TON (INCLUDING TACK OIL)
AS STATED IN THE SPECIFICATIONS
LAID IN PLACE:

\$ _____

1 1/2" or more TYPE A ASPHALT
PER TON (INCLUDING TACK OIL)
AS STATED IN THE SPECIFICATIONS
LAID IN PLACE:

\$ _____

**STATE THE NUMBER OF DAYS AFTER THE BID HAS BEEN AWARDED THAT
THE VENDOR CAN START THE PROJECT. _____**

NOTE: 1. Payne County reserves the right to award the contract on lowest and/or best bid.
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS
STILLWATER, OKLAHOMA

BID SPECIFICATIONS AND GENERAL INFORMATION
FOR ASPHALT OVERLAY

SPECIFICATIONS:

1. All materials and labor shall be in accordance with the “Standard Specifications for Highway Construction, Oklahoma State Highway Commission, 2009 Edition, and any subsequent revision.

2. This project is for asphalt overlay of:
 - 68th from Hwy 177 west to Western – Patch bad spot, 50’ x 11’ to solid depth or 2’. Patch with 3” rock + Type A Asphalt, (4” of A-Mix over 3” rock)
 - 68th from Hwy 177 west to Western – 1 4/10 mile north lane going west, B-Mix compacted to 2”
 - 68th from Hwy 177 west to Western – 2 miles south lane B-Mix compacted to 2”
 - 44th from Western east, paving – 1/2 mile A-Mix compacted to 2 1/2”
 - 44th from Western east, overlay – 1/2 mile B-Mix compacted to 1 1/2” for a total thickness of 4” finished.

Payne County District #3 reserves the right to withdraw any portion of the asphalt overlay projections.

3. Project will be a minimum of 22 feet wide.
 - A. ALL roads will be laid in ONE lift of 1 1/2” or more Course Type B Asphalt compacted thickness

4. All bridge tie-ins (if applicable) are to be milled.

5. Contractor will be responsible for all intersection tie-in’s and/or transitions.

6. A 4-foot apron will be required at predetermined points and driveways designated by the County Commissioner.

7. Road preparation is to be completed by the County. The Contractor will be responsible to supply all water required for the Contractors needs. The road will be watered at the discretion of the County Commissioner.

8. Bid will be for cost of asphalt per ton laid in place including tack oil.

PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS
STILLWATER, OKLAHOMA

BID # 2019-56
ASPHALT OVERLAY

I, Kyla McCombs, Purchasing Agent for Payne County do hereby certify that the following vendors were issued an "Invitation To Bid" for "ASPHALT OVERLAY" for PAYNE COUNTY DISTRICT 3 COMMISSIONER, ROCKY BLASIER. The bids were sent out on MARCH 29, 2019. The opening is scheduled for APRIL 22, 2019 @ 9:30 a.m.

Vendors:

Apac Central, Inc. (email)
Attn: Rodney Craft
PO Box 128
Dewey, OK 74029
918-845-1161
rodney.craft@apac.com

Bailey's Paving Company (email)
Attn: Bob Childers
PO Box 32
Carney, OK 74832
405-865-2213
carolynbdb@yahoo.com

Dunham Asphalt Services, Inc. (email)
Attn: Tim
6213 S. 103rd W. Ave
Sapulpa, OK 74066
918-246-9210
info@dunhamsasphalt.com

Haskell Lemon Construction (email)
Attn: Roy Counts and Tammy Robinson
PO Box 75608
Oklahoma City, OK 73147
405-947-6069
bids@haskelllemon.com

Kerns Construction (email)
Attn: Derek Herring
PO Box 1628
Stillwater, OK 74076
405-372-2750
dlherring@sbcglobal.net

Quapaw Company (email)

Attn: Jeremy

PO Box 609

Stillwater, OK 74076

405-377-9240

quapawcompany@suddenlinkmail.com

jeremyquapaw@yahoo.com

Vance Brothers, Inc (email)

Attn: Greg Fuller

9306 E. 11th St, Ste A

Tulsa, OK 74112

918-838-2533

gfuller@vancebrothers.com