

MCINTOSH COUNTY, OKLAHOMA  
**COUNTY PURCHASING OFFICE**  
EUFAULA OKLAHOMA 74432  
Phone: (918) 689-5419

**INVITATION TO BID**

**PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE  
SIDE RELATING TO SUBMISSION OF THIS BID.**  
Notarized Affidavit completions and signature required on reverse side.

|                           |
|---------------------------|
| DATE ISSUED               |
| 8/8/18                    |
| PAGE <u>1</u> OF <u>2</u> |

|            |                           |  |
|------------|---------------------------|--|
| BID NUMBER | BID CLOSING DATE AND HOUR | REQUIRED DELIVERY DATE                   |
| 2019-003   | 9/6/18 3:00 PM            | _____ Days after award of Purchase Order |
| TERMS      | DATE OF DELIVERY.         |  |

**MCINTOSH COUNTY BOARD OF COMMISSIONERS  
INVITATION TO BID**

The McIntosh County Board of Commissioners will be accepting sealed bids for:  
**OVERLAYING ASPHALT ON 2 SECTIONS OF ROAD**

**BID: #2019-003**

**DATE PUBLISHED: 8/16/18 & 8/23/18**

**BIDDING PERIOD CLOSING DATE AND HOUR: 9/6/18 @ 3:00 PM**

**SEALED BID OPENING DATE AND HOUR: 9/10/18 @ 9:30 PM**

**LOCATION: COMMISSIONERS' MEETING ROOM, MCINTOSH COUNTY COURTHOUSE, 110 NORTH FIRST STREET,  
EUFAULA, OK**

**REQUESTING AUTHORITY: MCINTOSH COUNTY COMMISSIONERS**

**SECTION 1 LOCATION: E1180 ROAD ALSO KNOWN AS AIRPORT ROAD, LOCATED BETWEEN S4150 ROAD AND S4160  
ROAD**

**SECTION 2 LOCATION: S4160 ROAD, LOCATED BETWEEN E1190 (HIGHWAY 9) AND E1197 ROAD**

**SPECS:**

**SECTION 1: 5280' LONG X 20' WIDE X 2" THICK WITH TACK OIL- SWING OUT FOR DRIVES WHERE POSSIBLE APPROX 1300  
TONS - PRICE PER TON LAID IN PLACE**

**SECTION 2: 3850' LONG X 20' WIDE X 2" THICK WITH TACK OIL- SWING OUT FOR DRIVES WHERE POSSIBLE. APPROX 950  
TONS - PRICE PER TON LAID IN PLACE**

Sealed Bids will be opened and considered by the Board of County Commissioners,  
In a regularly scheduled meeting on Monday, September 10, 2018 at 9:30 a.m.  
in the County Commissioners conference room.

The Board reserves the right to accept or reject any or all bids.

Please mark "**SEALED BID**" on your return envelope  
along with what you are bidding on and company name.

Mail sealed bid to Ronda Prince, County Clerk, P.O. Box 110, Eufaula, OK. 74432  
or deliver to the County Clerks' office at 110 N. First, Eufaula, OK.

**THIS BID INVALID IF NOT  
SIGNED AND NOTARIZED**

TERMS AND CONDITION

1. Sealed bids will be opened in the **Commissioner's Conference Room, McIntosh County Courthouse, Eufaula, Oklahoma**, on SEPTEMBER 10, 2018 at 9:30 A.M.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by McIntosh County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until \_\_\_\_\_  
(Date)

AFFIDAVIT. I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above 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 state 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 state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other things of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Firm: \_\_\_\_\_  
 Signed by: \_\_\_\_\_  
(MANUAL SIGNATURE OF UNDERSIGNED)  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip \_\_\_\_\_ Tax ID \_\_\_\_\_  
 Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Subscribed and sworn before this \_\_\_\_\_ day  
 of \_\_\_\_\_ 20\_\_\_\_ (SEAL)

\_\_\_\_\_  
 NOTARY PUBLIC

\_\_\_\_\_  
 MY COMMISSION EXPIRES

**Ronda Prince**  
*McIntosh County Clerk*

**Aidan Marion**  
Payroll

P.O. Box 110  
Eufaula, Ok 74432  
Tel: 918-689-3375  
Fax: 918-689-3385

**Haley Gilley**  
Deputy

**Kayla Lemon**  
Deputy

**Beverly Hale**  
Purchasing Agent

**Missy Chronister**  
Deputy



**Micah Metcalf**  
Deputy

BID SHEET

DATE AND TIME OF OPENING: \_\_\_\_\_ 9/10/18 @ 9:30 AM \_\_\_\_\_

PRICE PER TON: \_\_\_\_\_ \$ \_\_\_\_\_

START DATE: \_\_\_\_\_  
(Number of days following bid award)

I have examined the terms and specifications and instructions to bidders herein, and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_



**Ronda Prince**  
**McIntosh County Clerk**

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**INSURANCE REQUIREMENTS**

The CONTRACTOR (and any subcontractors) shall carry and keep in force during this Agreement policies of insurance in minimum amount as set forth below, as required in Article 21 of the General Conditions, and/or as required by the laws of the State of Oklahoma. The Contractor shall also furnish an Owner's Policy in the same amounts with McIntosh County as the named assured, issued by the same insurance company as the Contractor's Liability Coverage.

|                                  |                |
|----------------------------------|----------------|
| Personal Injury, Each Person     | \$1,000,000.00 |
| Personal Injury, Each Accident   | \$1,000,000.00 |
| Property Damage, Each Occurrence | \$1,000,000.00 |
| Property Damage, Aggregate       | \$1,000,000.00 |

Employer's Liability and Workers' Compensation in the amounts as required by law.

Automobile and Trucks Owned, Hired and Non-Owned

|                                |                |
|--------------------------------|----------------|
| Personal Injury                | \$1,000,000.00 |
| Personal Injury, Each Accident | \$1,000,000.00 |
| Property Damage, Each Accident | \$1,000,000.00 |

The CONTRACTOR shall furnish certificates of such insurance which shall provide that in the event of any material change or cancellation of said policies, the company will give McIntosh County, OWNER, fifteen (15) days written notice.

McIntosh County shall be named as an Additional Insurance on CONTRACTOR'S Insurance Policy.

Statements such as "will endeavor" and "but failure to notify" owner shall impose no obligation or liability of any land upon the company" shall not be allowed.

**Special coverage for any blasting operations or use of explosives shall be listed separately on the certificates.**

All insurance must be executed by a company licensed to do business in the State of Oklahoma, and must be acceptable to the Board, McIntosh County.



**Ronda Prince**  
***McIntosh County Clerk***

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Payroll

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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, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in 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 McIntosh County.
4. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.
5. The enclosed Affidavit of Non-Collusion and Business Relationship Affidavit MUST be returned with the bid.
6. McIntosh 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 McIntosh 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.

**Ronda Prince**  
***McIntosh County Clerk***

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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 McIntosh 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 bidders' direction.
10. If the bid requires a written contract, the successful bidders shall execute a written contract with the County within ten (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. In contracts exceeding \$50,000, bidder must furnish a bid bond or cashier's check in the amount of 5% of the bid with bid submission.
13. In contracts exceeding \$50,000, 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 McIntosh County.
15. Any bid received by the County more than 96 hours, excluding Saturdays, Sundays and holidays before the time set for the opening of bids or any bid received after the time set for closing shall not be considered by the County and shall be returned unopened to the bidder submitting same.



**AFFIDAVIT OF MAILING FOR INVITATION TO BID**

I, AIDAN MARION, Purchasing Agent for McIntosh County, Oklahoma hereby state that I have mailed vendors the Invitation to Bid for D2 OVERLAYING ASPHALT bids on the 9 day of AUGUST, 2018.

1. B & S
2. APAC
3. MCGUIRE

The Invitation to Bid was emailed on AUGUST 9TH, 2018 to the following newspaper for 16<sup>TH</sup> AND 23RD, 2018 Publication: (INDIAN JOURNAL)

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AIDAN MARION  
PAYROLL CLERK  
McIntosh County, Oklahoma

Subscribed and sworn before me this \_\_\_\_\_ day Of \_\_\_\_\_ 2018

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Notary Public

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My Commission Expires