

The bid package may be obtained at the Caddo County Clerk's Office,
110 S.E. 2nd Street, Anadarko, OK 73015, Monday- Friday, 8:30 AM. - 4:30 P.M.
Contact Information: Caddo County District 3 580-654-2294
or Caddo County Clerk's Office 405-247-2732

INSTRUCTIONS TO BIDDERS

CADDO COUNTY ROADWAY IMPROVEMENTS
STECKER ROAD WINDMILL ROAD EW 1340 ROAD
BID# 2017-13
CADDO COUNTY, OKLAHOMA

For the
CADDO COUNTY COMMISSIONERS

1. **Receipt and Opening of Bids:**
The “**CADDO COUNTY COMMISSIONERS**”, hereafter called “**THE COMMISSION**”, invites bids on the form attached hereto, all blanks of which must be appropriately completed. Bids must be submitted at the office of the “**Caddo County Clerk**”, at CADDO COUNTY COURTHOUSE, ATTENTION: KENESHIA WILLHOITE, P.O. BOX 68 ANADARKO, OKLAHOMA 73005 no later than 9:30 a.m. (CST), ON THE 5th DAY OF MARCH, 2018. All bids will be publicly opened and read aloud in the Caddo County Commissioner's Board Room at 9:30 a.m. on the 5th DAY OF MARCH, 2018. The envelopes containing the bids must be sealed, addressed to the “**CADDO COUNTY CLERK'S OFFICE**”, CADDO County Courthouse, Attention: Keneshia Willhoite, P.O. BOX 68 Anadarko, Oklahoma 73005, and designated as **Bid # 2017-13 for CADDO COUNTY ROADWAY IMPROVEMENTS FOR STECKER ROAD, WINDMILL ROAD, EW 1340 ROAD.** “**THE COMMISSION**” may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after 9:30 A.M. (CST), March 5th, 2018, shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.
2. **To be Submitted with Bid:**
 - A. Each bid must be submitted on the prescribed form and accompanied with a certified check or cashier's check payable to the order of the “**CADDO COUNTY COMMISSION**” or with a satisfactory Bid Bond (form attached) executed by the Bidder, or an acceptable surety, in an amount equal to five (5%) of the amount bid.
 - B. All Bidders are required to complete and submit with their bid, the Non-Collusion Affidavit, Statement of Bidder's Qualifications, Business Relationships Affidavit, Certification of Non-Discrimination in Employment and Sub-contractor(s) List (forms for each attached).
 - C. Bidders are advised that all reference in these Bid and Contract Documents to “**OWNER**” or “**THE COMMISSION**” shall mean the “**CADDO COUNTY COMMISSIONERS**”.

Bidders are further advised that the successful Bidder will be required to execute the Contract and furnish Certificates of Insurance evidencing the amount of coverage required by and as shown in the Contract, General Specifications and Conditions, together with the required Payment, Performance and Maintenance Bonds (forms attached) within 10 days after award of Contract.

3. **Scope of Work:**

- A. This Project consists of, but is not limited to:

CADDO COUNTY ROADWAY IMPROVEMENTS FOR STECKER ROAD, WINDMILL ROAD, EW 1340 ROAD, CADDO COUNTY, OKLAHOMA.

Paving, Grading, Demolition, Erosion Control and associated work, as specified in the Contract Documents.

- B. The Work included in this Contract will be awarded to the lowest and best responsible Bidder. The attention of Bidders is called to the fact that they must examine the site of the Work previous to bidding. For information regarding plans and specifications, contact, **George Rochelle at BKL, INC., (405) 691-1626.**
- C. **A Mandatory Pre-bid Conference will be held at the Caddo County Courthouse, Anadarko, OK 73005 on February 21th, 2018 at 10:00 a.m.**

4. **Bidding:**

- A. It is the entire responsibility of the Bidder to see that his bid is received in time and no consideration will be given to postal or other delays. Bids cannot be altered by telegram. Bidders may withdraw their bid by written request before the scheduled closing time for receipt of bids.
- B. All bids must be made upon the Form of Bid attached hereto and must be made by filling in the blank spaces provided in the form for each item. Each Bidder is required to state in his Bid his full name and place of residence and names of all persons interested with him and that there is no collusion with any other Bidder. No bid will be considered if made in collusion with any other Bidder.
- C. Bidders shall state, in the blank spaces provided in the Form of Bid, the proposed price for each separate item of the Work both in words and in figures. Any bid not so stated may be rejected. In case of a difference between written words and figures in the proposal, the amount stated in the written words shall govern. This price shall cover all expenses incidental to completion of the Work in full conformity with the Contract Plans and Specifications. No alteration or interlineation shall be made in the Proposal.
- D. Bids which are incomplete or obscure, or which contain additions not called for, erasures or irregularities of any kind may be rejected as informal.
- E. All information contained in the Proposal must be enclosed in a sealed wrapper which is plainly inscribed with the name and address of the Bidder and with the words "**CADDO COUNTY COMMISSION**" at Caddo County Courthouse, P.O. BOX 1427 Anadarko, Oklahoma, 73005 and designated as **BID FOR CADDO COUNTY ROADWAY IMPROVEMENTS STECKER ROAD, WINDMILL ROAD, EW 1340 ROAD, CADDO COUNTY, OKLAHOMA.**
- F. Each Bid must be accompanied by a bidder's surety bond, a cashiers or properly certified check upon any solvent Bank or Trust company for an amount equal to five percent (5%) of the amount bid, made payable without reserve to "**CADDO COUNTY COMMISSION**". No bid will be considered which is not accompanied by such security.

- G. If any person contemplating submitting a bid for the proposed Work is in doubt as to the true meaning of any part of the Specifications, he/she may contact **“BKL, INC.”** An interpretation of the proposed documents will be made only by addendum duly issued; and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. **“THE COMMISSION” OR BKL, INC.**, will not be responsible for any other explanation or interpretation of the proposed documents.
- H. Before any bid submitted in response to this invitation is considered for award, **“THE COMMISSION”**, will require the Bidder to submit with the Bid a complete statement of Bidder’s Qualifications in detail concerning the previous experience of the Bidder on similar Work, concerning his business and technical organization, his financial resources, and his plant available and to be used for the performance of this Work.
- I. **“THE COMMISSION”** expressly reserves the right to reject any bid on which the facts as to business and technical organization, plant, and financial and other resources, and experience, compared with the Work bid upon, justify such rejection.

5. **Awarding the Contract:**

- A. Upon award of the Contract and before Work may be commenced, the Contractor shall furnish, without delay, to **“THE COMMISSION”** for examination, a certified or copy or original insurance certificate, each over the signature and address of the insuring agent, of all insurance required by the contract hereto attached. The certificate must show name and address of the insured, particular Work covered, the limits, policy number, effective and expiration dates, cancellation requirements, etc.

The cancellation clause must provide that **“THE COMMISSION”** as well as the insured is to receive thirty (30) days written notice prior to cancellation or to the making of any material change.

- B. Evidence of the required insurance for subcontractors shall be presented for approval before any subcontractor is permitted to commence Work operations. All contractors subletting any part of the Work to be performed shall carry Contingent Liability Insurance, with coverage and amounts as set forth in the Certificate of Insurance.
- C. Bidder’s attention is directed to the requirements of the Oklahoma “Public Competitive Bidding Act of 1974”, 61 o.s.(1974), Sec. 101, et seq.

D. **HANDICAP CLAUSE AND VETERANS READJUSTMENT ASSISTANCE**

Contractor agrees to comply with Section 503 of the Rehabilitation Act of 1973 (Public Law 93112) and applicable Implementation regulations published by the Department of Labor in the Federal Register, Volume 41, Number 75, pp. 16147-6155; dated April 16, 1976, requiring governmental contractors and subcontractors to take affirmative action in employing and advancing in employment of handicapped individuals and 41CFR, Part 50-250-3 relating to Vietnam Era Veterans Readjustment Assistance.

E. DISABLED VETERAN AND VIETNAM ERA VETERAN AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

Contractor agrees to comply with Disabled Veteran and Vietnam Era Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 31, CFR 60-250 and Title 41, CFR 60-741 and all amendments thereto shall be cause for termination of the Contract, at the option of **“THE COMMISSION”**.

F. TITLE 68, SECTION 1701-1707 OF THE OKLAHOMA STATUTES

Bidder's attention is directed to Title 68, Section 1701-1707 of the Oklahoma Statutes. This act requires non-resident contractors and subcontractors to give written notice by certified mail with return receipt requested, to the Oklahoma Tax Commission, the Oklahoma Security Commission, the State Industrial Court, and the county Assessors of each county in which such contract Work or service is to be performed, before actually commencing Work. This act also requires the Contractor to file with the Oklahoma Tax Commission a surety bond with a surety authorized to do business in Oklahoma in the penal sum of not less than ten percent (10%) of the amount of the contract price, payable to the State of Oklahoma, conditioned upon compliance with the tax laws of Oklahoma, both state and local, the Oklahoma Employment Security Act, and the Oklahoma Workmen's Compensation Law.

G. The successful Bidder agrees that the successful Bidder will be responsible for having like requirements placed upon any subcontractor.

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