

Bid Number: 8
Issue Date: 4/10/12

Bid Due Date & Time: **April 30, 2012**
9:00 a.m. (or later)

Return Bids To:
OKFUSKEE COUNTY CLERK
PURCHASING DEPARTMENT
P.O. BOX 108
OKEMAH, OK 74859

Dianne Flanders: Purchasing Agent
Phone Number: (918) 623-1724 Fax: (918) 623-0739

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit</u>	<u>Total Price</u>
1	Each	68.75' x 26' Bridge Over Alabama Creek	\$	\$

INSTRUCTIONS:

Bids may be by mail or in person and will be received by the Okfuskee County Clerk, P O Box 108, Okemah, OK 74859 until **April 30, 2012 at 9 a.m.**, at which time (or later), all bids will be opened and considered. Bids received after this time will be returned unopened.

**Please mark sealed bid envelope:
Bid #8, Bridge, FY 11-12**

No bid will be considered unless submitted on this form with the "Affidavit of Non-Collusion" completed and notarized.

The Board of County Commissioners reserves the right to reject any and all bids.

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Board of County Commissioners regular meeting at the date and time shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in * **sealed** envelopes (one bid to each envelope) with the * **bid number and closing date written clearly on the outside of the envelope, along with any other information requested in instructions.**
3. Unit prices will be guaranteed correct by the bidder.
4. Purchases by Okfuskee County are not subject to state or federal taxes.
5. This bid is submitted as a legal offer and any bid, when accepted by the Board of County Commissioners, constitutes a contract.
6. Oklahoma law requires each bidder, submitting a bid for goods or services, to any County must furnish a notarized sworn statement of non-collusion. A form is supplied below.
7. Bids will be firm for 30 days.

***AFFIDAVIT OF NON-COLLUSION**

I, the undersigned, of lawful age, being duly sworn on oath say the he (she) 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 state or 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 state or county official concerning exchange of money or other thing of value for special consideration in the lettering of the contract; that the bidder/contractor has not paid, given, donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or the County of Okfuskee any money or other thing of value, either directly or indirectly in the procuring of the award of a contract to this bid.

Company: _____ **Phone#:** _____

Address: _____

City: _____ **State/Zip:** _____

FEI/SSN: _____

Signed: _____ **Title:** _____

Subscribed and sworn on this _____ day of _____, 20____.

My commission expires: _____

Commission Number: _____

Seal

Notary Public (Clerk or Judge)

Bids and all prices so bid shall include freight to the Okfuskee County Requesting Agency. Bidders must familiarize themselves with the conditions and must bid with the understanding that full cooperation in carrying out the requirements of the specifications will be expected.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption or sales to the State of to any of its political subdivisions may make sale of real or personal property to Okfuskee County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Okfuskee County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Any bidder that submits a bid to Okfuskee County is not to be considered an employee of the County for any purpose. The bidder is not entitled to any of the benefits that the County provides for County employees.

Okfuskee County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this invitation to bid, 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 of an award.

* If a service is to be provided to Okfuskee County by this bid, a Certificate of Insurance will be required before work begins, showing that the Contractor has Worker's Compensation Insurance and Public Liability Insurance as required by the laws of the State of Oklahoma.

Dianne Flanders,
Okfuskee County Clerk
and Purchasing Agent

DF/df

NOTICE TO BIDDERS

Sealed proposals will be received at the Okfuskee County Courthouse, 209 North 3rd Street, P O Box 108, Okemah, OK 74859, until 9:00 A.M. on the 30th of April, 2012 and at that time, or later, will be publicly opened and read aloud for the work listed below.

Bid #8-Bridge over Alabama Creek, south of Clearview, OK
Bridge Number 54N3830E1110009

This work shall be performed according to the Project Provisions included herein.

The proposal shall include a special provision with reference to Contractor's Non-Collusion Affidavit and a 5% bid bond in a certified or cashier's check or surety bond shall accompany the sealed proposal of each bidder. Evidence of having proper worker's compensation coverage for employees as provided by Title 85 of the Oklahoma Statutes Section 61 shall be required prior to issuance of a work order.

Examination of plans, specifications, provisions, and site of work is required.

Plans, forms of proposals, contracts and specifications may be examined at the Okfuskee County Courthouse, 209 North 3rd Street Okemah, OK 74859.

Plans and proposal forms may be ordered from Okfuskee County, P O Box 108, Okemah, OK 74859.

Rates for liquidated damages for this project will be \$250.00 per calendar day.

Upon award of contract to a successful bidder, the contract shall be completely executed within (10) working days from the date of notification of award to the successful bidder by Okfuskee County.

Okfuskee County hereby notifies all bidders that it will affirmatively insure 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, sex, or national origin in consideration for an award.

Okfuskee County reserves the right to reject any or all bids.

BOARD OF COUNTY COMMISSIONERS
OKFUSKEE COUNTY, OKLAHOMA

Chairman

Member

Member

ATTEST:

County Clerk