

## NOTICE TO BID

The Board of Tillman County Commissioners is accepting sealed bids for the **AIRPORT/HACKBERRY ROAD OVERLAY PROJECT** until **4:00 p.m. on June 12, 2026**. Sealed Bids shall be delivered or mailed to the Purchasing Department located in the Tillman County Clerk's Office, Tillman County Courthouse, P.O. Box 992, 201 N. Main, Frederick, OK 73542. Bids received after 4:00 p.m., CST, June 12, 2026, shall not be considered and shall be returned unopened to the bidder. The sealed envelope containing the bid must be clearly marked **BID #4-2026, Airport Road Project** with the name of the project, opening date and must state Bidders name & address. **SEALED BIDS** will be opened at 10:00 am on June 15, 2026 in the County Commissioners' Office located on the second floor of the Tillman County Courthouse.

A Bid Packet containing the Invitation to Bid, Instruction to Bidders, Bid Form, and other related Bid Documents may be examined or picked up at the Tillman County Clerk's Office located on the second floor of the Tillman County Courthouse, 201 N. Main, Frederick, OK 73542.

An original cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the Bid shall accompany the sealed bid for each bidder. In addition to the 5% Bid Bond, a signed Affidavit of Non-Collusion is required when submitting bids. A 100% Performance Bond, 100% Statutory Bond, 100% One Year Warranty Bond and Proof of Public Liability and Workers Comp Insurance will be required of the successful Bidder. Bonding companies must appear on Treasury Circular 570 and be authorized to transact business in the State of Oklahoma for an amount in excess of the bid. The contract will be awarded to the lowest responsible bidder within 30 days from date of bid opening. Provided, the County may extend the date for awarding the contract for 15 days according to state law (90 days if funds utilized for the project are furnished by an agency of the United States Government).

The Board of Tillman County Commissioners reserves the right to accept or reject any or all bids and waive any informalities. The Board of Tillman County Commissioners also reserves the right to make awards by items, groups of items, or all or none, whichever is in the best interest of the county.

Cacy Caldwell  
Tillman County Clerk and Purchasing Agent

## INFORMATION FOR BIDDERS

BIDS will be received by Tillman County, Oklahoma (herein called the "OWNER"), at Tillman County Courthouse until 4:00PM, June 12, 2026 and then at said office publicly opened and read aloud for construction of

### **RESURFACE OF COUNTY ROAD NS224 (HACKBERRY FLAT ROAD) WITH 3" OF SUPERPAVE TYPE S4 (PG64-22OK). BEGINNING AT THE EW184/NS224, EXTENDING NORTH APPROXIMATELY 1 MILE AND THENCE WEST APPROXIMATELY 1 MILE ON CREW183.**

Sealed BIDS shall be delivered or mailed to the Purchasing Department located in the Tillman County Clerk's Office, Tillman County Courthouse, P.O. Box 992, 201 N. Main, Frederick, OK 73542. Bids received after 4:00 p.m., CST, June 12, 2026, shall not be considered and shall be returned unopened to the bidder. The sealed envelope containing the bid must be clearly marked **BID #4-2026, Airport Road Project** with the name of the project, opening date and must state Bidders name & address. SEALED BIDS will be opened at **10:00 am on June 15, 2026** in the County Commissioners' Office located on the second floor of the Tillman County Courthouse.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects 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 the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities or WORK or the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING all information which is pertinent to, land delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

**EACH BID MUST BE ACCOMPANIED BY A BID BOND PAYABLE TO THE OWNER FOR FIVE PERCENT OF THE TOTAL AMOUNT OF THE BID.** As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND, performance BOND, and maintenance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

## INFORMATION FOR BIDDERS

A performance BOND, a payment BOND, and a maintenance BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS, payment BONDS, performance BONDS, and maintenance BONDS must file with each BOND a certified and effective dated copy of their power of attorney. The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND, payment BOND, and maintenance BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND, maintenance BOND, and Agreement signed by the party to whom the agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted Award will be made to the lowest responsible BIDDER

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to the BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

**BID FORM**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma, doing business as ( ) a corporation, ( ) a partnership, ( ) an individual.

To **Tillman County, Oklahoma** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of:

**RESURFACE OF COUNTY ROAD NS224 (HACKBERRY FLAT ROAD) WITH 3" OF SUPERPAVE TYPE S4 (PG64-22OK). BEGINNING AT THE EW184/NS224, EXTENDING NORTH APPROXIMATELY 1 MILE AND THENCE WEST APPROXIMATELY 1 MILE ON CREW183.**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the timeframe agreed to by both parties. BIDDER further agrees to pay as liquidated damages the sum of **\$100.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

**FOR SITE VISIT & FURTHER INFORMATION:** Joe Don Dickey 580-335-1302

BIDDER acknowledges receipt of the following ADDENDUM:

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**BID FORM**

**OPTION #1- ONE 3" LIFT**

TOTAL BID ..... \$ \_\_\_\_\_

**OPTION #2- TWO 1.5" LIFTS**

TOTAL BID ..... \$ \_\_\_\_\_

VENDOR COMMENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA, )

) SS

COUNTY OF \_\_\_\_\_ )

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bids to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:

- a. Any collusion amount bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; and,
- b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and, and
- c. Any discussion between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donated to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Position in Company)

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

Notary Public \_\_\_\_\_ Commission Expires \_\_\_\_\_

BUSINESS RELATIONSHIP AFFIDAVIT

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 nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year before the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that any such business relationship presently in effect or which existed within one (1) year before the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

\_\_\_\_\_  
Bidder or Agent

\_\_\_\_\_  
*print name & title*

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public