

Cacy Caldwell
TILLMAN COUNTY CLERK

P.O. BOX 992
FREDERICK, OK 73542

Ph: 580/335-3421
Fax: 580/335-3795

June 27, 2022

NOTICE OF REQUEST FOR QUALIFICATIONS

**Architectural and Engineering Services for the
Tillman County Law Enforcement Center Annex Improvements**

Attached are the specifications. Proposer shall state if his/her Statement of Qualifications strictly meet these specifications, and if not, shall list each variation therefrom.

Sealed Statements of Qualifications will be received by the County Clerk, 2nd Floor in the Tillman County Courthouse located at 201 N. Main, Frederick, OK 73542, until 4:00 p.m. CST on the 5th day of August, 2022. Proposers delivering their Statement of Qualifications in person must wait until a County Clerk employee receives and time stamps the bid before leaving. Late submissions will not be accepted.

On the 8th day of August, 2022, at 10:00 a.m. CST, Statements of Qualifications will be publicly opened and the names of the submitting firms will be read aloud at the Board of County Commissioners meeting.

"Qualifications Affidavit" form must have all blank spaces filled in with original signature and must be notarized and returned with proposal or proposal will not be accepted. Proposer shall also return a completed W-9 form with the proposal.

All questions regarding this solicitation must be submitted in writing by 4:00 p.m. CST July 20, 2022 to:

Tillman County Clerk
P.O. Box 992
Frederick, OK 73542
E-mail: coclerkoff@pldi.net

Copies of all questions and responses, in the form of a formal addendum, will be posted on the Tillman County website (www.tillman.okcounties.org/resolutions) and can be viewed/downloaded by proposer.

The Board of County Commissioners reserve the right to reject any and all Statements of Qualifications and to waive informalities or minor irregularities in any Statement of Qualifications.

Sincerely,



Cacy Caldwell
Tillman County Clerk and Purchasing Agent

Request for Qualifications (RFQ) Table of Contents

SCHEDULE OF EVENTS..... 3
INTRODUCTION 3
PROJECT SCOPE..... 4
SERVICES OF THE ARCHITECT and ENGINEER..... 4
 1. PHASE I- DESIGN (4 weeks) 5
 2. PHASE II- BID SPECIFICATIONS (4 weeks) 6
 3. PHASE III- CONSTRUCTION (6 months)..... 6
GENERAL REQUIREMENTS 6
GENERAL INFORMATION..... 6
EVALUATION CRITERIA AND METHOD 7
QUALIFICATIONS CONTENT AND REQUESTED INFORMATION 8
 MINIMUM INSURANCE 10
 QUALIFICATIONS AFFIDAVIT 11
 W-9 12
GENERAL TERMS & CONDITIONS 13

SCHEDULE OF EVENTS

Advertisement of Request for Qualifications	July 7, 2022
Deadline for Questions ¹	July 20, 2022, 4:00 pm CST
Issue Final Addendum	July 25, 2022
Statements of Qualifications Due ²	August 5, 2022, 4:00 pm CST
Opening of Qualifications in the Board of County Commission Meeting ³	August 8, 2022, 10:00 am CST

¹General questions and Requests for Clarification will not be accepted after the deadline shown above. Copies of all questions and responses will be issued via a formal addendum on or by Monday, July 25, 2022. All issued addenda will be posted to the Tillman County website (www.tillman.okcounties.org/resolutions) upon issuance. All questions and communication must be submitted in writing to:

Tillman County Clerk
P.O. Box 992
Frederick, OK 73542
E-mail: coclerkoff@pldi.net

²Qualifications must include an executed Qualifications Affidavit and must be submitted in a sealed envelope, clearly marked on the lower left-hand corner "RFQ – LEC Annex"

³Only the name of firms submitting statements of qualifications will be read aloud during the public meeting. Qualifications will then be referred to a committee for review and evaluation. Anyone wishing to obtain a copy of a statement of qualifications may request through Purchasing Agent, Cacy Caldwell.

INTRODUCTION

The Tillman County Board of County Commissioners will accept Statements of Qualifications (hereinafter called QUALIFICATIONS) until 4:00 p.m. CST August 5, 2022, from qualified architecture and engineering firms (hereinafter called Architect) with the intent of entering into an agreement for the performance of professional services outlined below. Qualifications shall be submitted to the Tillman County Clerk, 2nd Floor, Tillman County Courthouse, located at 201 N. Main, Frederick, OK 73542. Sealed Statements of Qualifications will be opened and names of submitting

firms will be read aloud in the Board of County Commissioner's Meeting at 10:00 a.m. CST on August 8, 2022.

PROJECT SCOPE

The Architect and Engineering services in scope for this Request for Qualifications will be for the design of the following as well oversight of the project and contractor awarded the construction of the facilities as more fully described in subsequent Sections of this Request for Qualifications.

Law Enforcement Center Annex Improvements

The Tillman County Law Enforcement Center (LEC) Annex is a 2,400 square foot metal building used for housing inmates. The building contains a 20-bed unit with common space, two toilets, two showers, an officers station and a dining area. The facility has been closed for approximately five years. The Annex shall be brought up to code to meet local, state, and federal requirements, including State Fire Marshal, Health Department, etc.

SERVICES OF THE ARCHITECT and ENGINEER

1. The Firm shall lead a team of individuals including, but not limited to, professional service providers, Consultants, Third Party Design groups, and Engineers.
2. The scope of services to be provided shall include, but are not limited to, assessing project progress; providing design, engineering, and consulting services; as well as, other varied architectural tasks for Tillman County as needed or assigned including but not limited to the following:
 - a. includes all components of design, studies, investigations, permitting, construction, contingencies, inspections, construction material, testing and special inspections.
 - b. A/E services to be Architect led.
3. The Architect agrees to perform professional services associated with the Project Scope listed above.
4. Design services shall include blueprints that meet local and national code and shall conform with all requirements of the American with Disabilities Act.
5. Provide complete design of facilities as described in Project Scope. Architect and Engineer shall prepare all construction documents, bid documents, and permit documents necessary for the County to solicit bids for the construction described in the Project Scope in accordance with the provisions of the Public Competitive Bidding Act of 1974, O.S. 61 § 101 et seq. Documents required by the Architect include, but are not necessarily limited to:
 - a. Bid documents.
 - b. Complete specifications.
 - c. Complete drawings in both CAD and PDF formats; and
 - d. Construction documents (such as Requests for Information (RFI), Requests for Clarification, Substitution Requests, Change Orders, Directives, Test Reports, Meeting Minutes, Addenda, and other correspondence).
6. Preliminary Owner/Architect/Contractor meetings to establish project parameters.
7. Analysis of existing conditions and accurate documentation of existing conditions as required for the project.

8. Prepare or lead in the preparation of Architectural and Mechanical, Electrical, Plumbing, Fire protections and Civil Engineering plans and design, as well as landscape plans and specifications.
9. Prepare all graphic materials necessary to present proposed design solutions.
10. Coordinate design with BOCC based on recommendations and requirements provided by Tillman County Law Enforcement Center.
11. Submit 100% completed plans to Tillman County and other project stakeholders for final approval.
12. Analysis of project compliance with applicable codes and regulations for design and construction.
13. Secure regulatory approvals necessary to construct, occupy and operate the project, including reviews for zoning compliance, accessibility, and building permits.
14. Coordinate with the City of Frederick, utility companies, other project consultants (state fire marshal, health department, etc.).
15. Respond to plan review comments and make revisions to documents, as required.
16. Review construction estimates provided by the General Contractor.
17. Answer contractor Requests for Information (RFI) during construction phase and recommend change orders for approval by Tillman County.
18. Conduct site visits during construction to review site conditions and review construction compliance with the contract documents.
19. Attendance and participation in meetings associated with the solicitation for construction of the requested facilities.
20. Provide bid review, tabulation, and recommendation for construction of the new and/or existing facilities.
21. Contract administration and contractor/project oversight for construction as referenced in the Project Scope to include, but not be limited to, maintain a record of insurance certificates/coverage, submittal review and approvals, construction site observation, response to Requests for Information or Clarification, review of proposals, providing recommendations for modifications, on-site quality assurance observation to verify adherence to Construction Documents, review of payment applications, final inspection, and project closeout documentation.
22. Following the acceptance of a firm's qualifications, the firm shall provide Tillman County their cost proposal. Once parties mutually agree on the fee schedule, the firm shall submit an agreement to Tillman County for Architect and Engineering Services on the appropriate AIA Contract Document.

Firm shall be responsible for the following:

1. PHASE I- DESIGN (4 weeks):

The designs, drawings, and specifications shall be submitted to Tillman County before the start of any activity or construction. Oversee and acquire all code, zoning, and permits required for

construction activities to begin. Firm shall be responsible for any fees associated with the Project.

2. PHASE II- BID SPECIFICATIONS (4 weeks):

Firm shall participate in formation of Contract Documents and instruction to bidders along with the Construction Manager and Owners Representative.

3. PHASE III- CONSTRUCTION (3 months):

Firm is responsible for aiding, assisting, and administration of and in the subcontracting of the work, to be performed in accordance with the plans, drawings and specifications that shall be reviewed and approved by Tillman County. It shall be the responsibility of the Firm to insure that upon completion, the building will meet all federal, state, or local laws, regulations and orders.

GENERAL REQUIREMENTS

- All Architectural and Engineering services must be performed by licensed professionals in the State of Oklahoma.
- Firm must have previous experience in performing services similar to those requested in the “Scope of Service” and must have been operating for a minimum of ten (10) years.
- Firm shall be responsible for obtaining all applicable licenses, permits and paying all Associated fees.
- Firm shall provide brief resumes of the proposed staff and Engineering/Consulting Services team.
- The Firm must furnish a certificate of Workers’ Compensation and Liability Insurance.
- The Firm must indemnify and hold Tillman County harmless from all claims, causes of actions, and judgement for personal injury, loss of life or property damage suffered in connection with performing these services.
- Oversee and coordinate with the Construction Manager during Construction administration and closeout phases of the project; and
- Regular progress meetings (bimonthly) will be held to ensure coordination, budget, concepts, and design are as required by the Tillman County Law Enforcement Center and BOCC.
- The design agreement will require the use of a work breakdown structure (time and fee) and a scheduling program to monitor and track progress.

GENERAL INFORMATION

The Board of County Commissioners reserves the right to cancel this solicitation at any time, as well as:

1. Reject any and all qualifications;
2. Request an interview or additional information from individuals or firms prior to final selection;
3. Select for contract negotiations the offerors qualification in the judgment of the Board of County Commissioners best meets its needs;
4. Negotiate a contract that covers selected parts of this qualification, or contract that covers the entire qualification;
5. Require the successful proposer to present a Certificate of Insurance for professional

malpractice liability insurance from an insurance carrier authorized to do business in the State of Oklahoma.

All valid submittals will be considered without regard to age, race, creed, color, sex, disability, or national origin.

Instructions for Qualifications Submissions:

All Submissions must be received no later than 4:00 p.m. CST August 5, 2022. Late submissions will not be accepted. It is the responsibility of the proposer to ensure the submittal is received by the date and time specified above.

All costs associated with the preparation of a submittal in response to this RFQ will be the responsibility of the offeror and will not be reimbursed or compensated in any way by the Tillman County Board of County Commissioners.

Qualifications shall be addressed as follows:

Tillman County Clerk
201 N. Main, P.O. Box 992
Frederick, OK 73542

Submittals must include one (1) unbound original and three (3) copies. The original shall be clearly marked as such and must include the executed "Qualifications Affidavit" form.

Submittals may be mailed or hand-delivered but must be received no later than the date and time specified on the Solicitation Notice. Firms delivering their Qualifications in person must wait until a County Clerk employee receives and time stamps the submittal before leaving. It is REQUIRED that the statement be submitted in a sealed envelope or box, clearly marked on the lower left-hand corner with the following information: RFQ – LEC ANNEX.

Responses will be opened and the names of submitting firms read aloud in the Board of County Commission Meeting at 10:00 a.m. on August 8, 2022 in the County Commissioners' Office, 2nd Floor, Tillman County Courthouse, 201 N. Main, Frederick, OK 73542.

The County Commissioners will refer all responses to a committee for review and evaluation. This committee shall be responsible for evaluation of all firms, interviewing or requestion follow-up information from firms (if needed), and for making award recommendations to the Board of County Commissioners for consideration and approval.

The Tillman County Board of County Commissioners reserves the right to reject any and all Statements of Qualifications and to waive informalities or minor irregularities in any Statement of Qualifications received in response to this RFQ.

EVALUATION CRITERIA AND METHOD

All qualifications that have been received by the deadline and in the manner required in the Request will be opened by the Tillman County Board of County Commissioners. Evaluation of the submittals will be conducted by an Evaluation Committee and will be based upon the following general factors:

- Qualifications & Experience

- Project Understanding
- Proposed Schedule
- Completeness of Submission
- Other Relevant Information

This Evaluation Committee shall be responsible for evaluation of all firms, interviewing or requesting follow-up information from firms (if needed), and for making award recommendations to the Board of County Commissioners for consideration and approval. Based upon the evaluation process outlined above the Board of County Commissioners, or its designee(s), will contact the first selected Architect and negotiate the terms of the contract for the Architect's services. If the contract negotiations are successful, then the Contract will be submitted to the Board of County Commissioners for approval and execution. If unsuccessful, the process will proceed with the second selected Architect.

QUALIFICATIONS CONTENT AND REQUESTED INFORMATION

Respondents shall submit one (1) original and three (3) copies of their statement of qualifications, all clearly marked as such. The following content should be included in your submission:

- A. *Cover letter.*
- B. *Corporate Profile.* An executive summary to highlight your project team including the Firms and any sub consultant's office locations (from which this project will be produced); website addresses, total staff in each office, and total licensed professionals by discipline in each office. The approximate percentage of work to be performed by each sub consultant.
- C. *Experience.* This section shall discuss prior relevant experiences of the architect. Respondents are requested to identify specific experience relevant to the scope of this project. Three references of similar recent projects to be included. References should include the following: a) name of project and owner; b) address of project; c) description of project; d) construction contract amount; e) references by names and contact information for each project. Provide any literature which describes the projects.
- D. *Project Understanding.* This section shall demonstrate the Architect's understanding of the scope of work and shall summarize the approach to completing each of the tasks. This section should not merely restate the contents of the RFQ but express your interpretation of the goals and requirements necessary.
- E. *Qualifications of the Team.* State the length of time each member of the team on this project has either been a licensed and practicing architect or other staff positions which will be part of the team on this project. Specifically:
 1. Project Manager
 2. Design Architect/Engineer
 3. Other key personnel.
- F. *References.* Include name, telephone number, and email address for all municipal, county, or non-government representatives whom you have performed similar services.
- G. *Project Schedule.* This section shall provide a schedule including a timeline for completion of all architect/engineering services, for the construction bidding process in accordance with the

requirements of the Public Competitive Bidding Act of 1974 (O.S. 61 § 101 et seq.), and the construction of the facilities listed in the Project Scope.

- H. **Qualifications Affidavit.** The attached qualifications affidavit shall be completed, executed, and included with your qualification's submission.
- I. **IRS Form W-9.** The attached W-9 form shall be completed and included with your qualifications submission.
- J. **Prior or Pending Litigation and Claims.** Provide any information that may be disclosed concerning the following. If the answer is "yes" to any questions, provide an explanation.
 - 1. Are there any unresolved suits or claims against your firm?
 - 2. Has the firm or its predecessor or any key person of the firm or its predecessor, ever been suspended or debarred by a state, federal, or municipal agency?
 - 3. In the past five (5) years has the firm or its predecessor been cited for violating state or federal safety, building code, or environmental laws?

MINIMUM INSURANCE REQUIREMENTS

The Contractor (and any Sub-Contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

- A. General Liability Insurance providing for a combined amount of not less than \$1,000,000.00 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$2,000,000.00, and an excess umbrella liability coverage of \$4,000,000.00;
- B. Workers compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws in the State of Oklahoma;
- C. Comprehensive Automobile Insurance; and,
- D. Errors and Omission Coverage (only applicable to Architect or Engineering Services).

IMPORTANT:
<p>The Contractor shall name the Board of County Commissioners of Tillman County, Oklahoma as an additional name insured;</p> <p>The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the Insurer without Insurer providing thirty (30) days written notice to the Board of County Commissioners of Tillman County;</p> <p>The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.</p>

QUALIFICATIONS AFFIDAVIT

This certification shall be included with any Statement of Qualifications submitted to a Tillman County in response to a Request for Qualifications.

On behalf of the Offerer I, _____, of lawful age, being duly sworn upon oath, certify:

- a. That I am authorized to submit this qualification statement and to be contracted on behalf of the Offerer;
- b. That I or any member of my firm have not paid, given, or donated or agreed to pay, give or donate to the Tillman County Board of County Commissioners or any officer or employee of the Tillman County Board of Commissioners any money or other thing of value, including any special consideration, either directly or indirectly, in seeking to procure this contract;
- c. That there has been no attempt by the Offerer to discourage any potential Offerer from submitting a qualification statement;
- d. That I have read and understand all of the information in the Request for Qualifications, including the information on the project to be designed and administered;
- e. That the Offerer and any individuals to be assigned to the work do not have a record for substandard work; and
- f. That the Offerer will, if awarded the contract, perform the requirements of the contract in accordance with all applicable state and federal rules and regulations.

Firm Name

Printed Name & Title

Signature of Firm Representative

Date Signed

Subscribed and sworn before me this _____ day of _____, 2022.

(SEAL)

Notary Public

My Commission Expires: _____

My Commission #: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payer code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
		-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

GENERAL TERMS & CONDITIONS

A. GENERAL PROVISIONS

1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

“Acquisition” means items, products, materials, supplies, services, and equipment Tillman County acquired by purchase, lease purchase, lease with option to purchase, or rental;

“Addendum” means a written restatement of or modification to a Contract document executed by the Supplier and the County;

“Bid” means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

“Bidder” means an individual or business entity that submits a bid in response to a solicitation;

“Board” means the Board of County Commissioners of Tillman County;

“County” means the Tillman County, Oklahoma;

“Solicitation” means a request or invitation by the Procurement Agent/Officer for a supplier to submit a priced offer to sell acquisitions to the County. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

“Supplier” or “Vendor” means an individual or business entity that sells or desires to sell acquisitions to the County.

2. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Procurement Agent/Officer and by the Question due date on the Solicitation Notice.

Any information given a bidder concerning a solicitation will be provided promptly to all other bidders as an addendum, if that information is necessary in submitting bids or if the lack of it would preclude other bidders.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or the resultant contract. All modifications to the contract must be made in writing by the Procurement Agent/Officer.

If a bidder fails to notify the County of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.

Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the Procurement Agent/Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

3. Type of Contract

This is a firm fixed price contract for the supplies/services specified.

4. Tax Exemption

Purchases by the County are exempt from State sales tax [68 O.S. § 1356] and Federal Excise Taxes [26 U.S. Code § 4221]. These taxes should not be included in price quotations. Exemption certificates will be furnished upon request.

5. Delivery, Inspection, and Acceptance

Unless otherwise specified in the solicitation or awarding documents, all deliveries are to be shipped pre-paid, F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping, and delivery charges and firm prices quoted in the bid shall include all such charges.

All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Receiving Officer at the destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The County assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be responsibility of the contract supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing and collecting any and all damage claims.

Any goods not in complete conformance with the contract specifications, defective in material or workmanship, or found to contain latent defects, may be rejected. Such goods are to be removed and replaced by and at the cost of the vendor promptly after notification. The costs of inspection and risk of loss shall be borne by the vendor.

Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the Procurement Agent/Officer.

Payment by the County for goods received shall not constitute acceptance if subsequent events reveal latent defects or a failure to meet contract specifications. Payment for a partial delivery shall not be deemed acceptance of undelivered goods.

6. Legal Contract

Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

The Contract resulting from this solicitation may consist of the following documents, in the following order of precedence:

- a. Any Addendum to the Contract;
- b. Purchase order, as amended by Change Order (if applicable);
- c. Solicitation as amended (if applicable); and
- d. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

7. Contract Modification

The Contract is issued under the authority of the Tillman County Board of County Commissioners who signs the Contract. The Contract may be modified only through a written Addendum, signed by the Tillman County Board of County Commissioners and the supplier.

Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

8. Third Party Beneficiaries, Assignment, and Sub-contracting

This solicitation and subsequent contract gives no rights or benefits to anyone other than the County and the awarded Vendor, and all duties and responsibilities undertaken pursuant to this agreement will be for the sole benefit of the County and Vendor. The Vendor reserves the right, with written consent of the County, to augment its staff with sub-contractors as it deems appropriate due to project logistics, schedules, or market conditions. If the Vendor exercises this right, the Vendor will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent Sub-contractors.

9. Warranty

Unless otherwise stated with the solicitation, all goods, materials, or equipment offered are to be new and of current design.

The successful bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services; and rights and remedies provided herein are in addition to and do not limit any rights afforded to Tillman County by any other term of this contract.

Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed except that if a particular purpose is stated, the material must then be fit for that particular purpose.

10. Brand Name or Equivalent

When a brand is named in the solicitation it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired, unless the term "Brand Name Only" is used in conjunction with the line item(s) in which case only that brand name will be accepted. Brands of equal quality, performance, and use shall be considered; however, bidder shall indicate on the bid form the manufacturer's name and part number as well as any applicable sketches, descriptive literature, and/or complete specifications with their bid. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

Any bid containing a brand, which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to reject the bid.

The final decision on equivalency shall be at the sole discretion of Tillman County.

11. Pricing

Bids shall remain firm for a minimum of thirty (30) days from the solicitation closing date.

Prices per unit should be clearly shown and extended where applicable. Bidders guarantee unit prices to be correct. In the event of a discrepancy between the unit price and extended price, the unit price shall prevail.

12. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. Certificate of Insurance shall be included with the sealed bid as required in the Solicitation Checklist. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

13. Choice of Law

Any claims, disputes, or litigation relating to this solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

14. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Tillman County, Oklahoma.

15. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of Tillman County or the procuring agency. The supplier's employees shall not be considered employees of Tillman County nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to county employees.

16. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

17. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

18. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.18.1.2. of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- e. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

19. Audit and Records Clause

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the County, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

B. BIDDING PROCESS

1. Vendor List

Vendors wishing to do business with the County shall contact the Tillman County clerk email, coclerkoff@pldi.net with contact information and product/services offered to be added to the vendor list.

Removal from Tillman County's "Vendor List"

The Purchasing Agent may remove or suspend a vendor for such period of time as is deemed necessary by the Purchasing Agent. The following shall be deemed sufficient grounds for removal, suspension or cancellation of a contract:

- a. Three (3) consecutive failures to respond to the Notice to Bid,
- b. Failure to post satisfactory performance bond when required,
- c. Consistent failure to conform to contract specifications,
- d. Failure to make timely delivery,
- e. Failure to keep bid firm for the term specified,
- f. Collusion with others to restrain competitive bidding,
- g. Bankruptcy or other evidence of insolvency of the bidder,
- h. Giving false or misleading information to register for or submit a bid, or
- i. Any violation of these rules and regulations or other evidence indicating the vendor is no longer qualified to do business with the County.

Solicitations without Response

In the event that no bids are received and a new solicitation is not issued, the Purchasing Agent shall determine if potential vendors are willing to commit to a firm price for a reduced period of time, and if so, follows the bid procedure. If vendors are not willing to commit to a firm price for a reduced period, the Purchasing Agent may solicit telephone quotes from three (3) or more vendors selected at random and select the lowest and best price.

2. Bid Submissions

Submitted bids shall be in strict conformity with the requirements detailed in the solicitation and any other forms required by the solicitation.

Bids shall be submitted to Tillman County in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be in the upper left corner of the single envelope, package, or container. Solicitation name and response due date and time must appear on the face of the single envelope, package, or container (see illustration below).

<u>Vendor Name</u> <u>Vendor Address</u> <u>Vendor City, State, Zip</u>	Tillman County Clerk 201 N. Main, 2nd Floor P.O. Box 992 Frederick, OK 73542
<u>BID: Solicitation Name</u> <u>Due Date</u> <u>Time</u>	

Bids are to be mailed or submitted to the Office of the County Clerk, Tillman County Courthouse, 2nd Floor, P.O. Box 992, Frederick, OK 73542 between the hours of 8:00am and 4:00pm CST Monday through Friday, excluding County observed holidays.

If you are overnighting your bid, we do not recommend overnighting past Wednesday in order to assure receipt of your bid by the 4:00pm Friday deadline.

The County assumes no responsibility for delays caused by delivery service. Postmarking by the due date will

not substitute for actual receipt.

Bidders delivering bids in person must wait until a County Clerk employee receives and time stamps the bid before leaving.

The bid form and all required forms (as noted in the bid checklist) must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all its provisions.

Bidders are expected to examine the solicitation, all accompanying documents, and all amendments. Failure to do so will be at the bidder's risk.

Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, notarized with original signatures. Penciled bids, faxed or emailed bids will not be accepted. The person signing the bid shall initial erasures or other changes.

Bids prices shall be entered on the form provided or a copy thereof.

If the supplier wishes to bid "all or none" this must clearly be shown on the bid form.

3. Amendments to Solicitation

No alteration of any of the terms, conditions, delivery price, quality, quantities, or specifications of this solicitation will be effective without written consent of the Purchasing Agent.

If this solicitation is amended, then all terms and conditions which are not modified shall remain unchanged.

If an amendment is issued, the bidder shall acknowledge receipt of any/all amendment(s) to this solicitation by signing and returning the amendment form. Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation name and response due date and time on the front of the envelope (as shown in section B.3.2.). Acknowledgement(s) must be received by the Office of the County Clerk prior to the response due date and time shown on the solicitation. Failure to acknowledge solicitation amendments may be grounds for rejection.

4. Bid Change or Withdrawal

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Office of the County Clerk with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be in the upper left corner of the single envelope, package, or container. Solicitation name and response due date and time must appear on the face of the single envelope, package, or container.

If the bidder wishes to withdrawal their bid after it has been received, a letter may be submitted to the Procurement Agent/Officer. This letter must be received before the bid due date and time as shown on the solicitation. In the event a bid is withdrawn, it will be returned to the vendor.

5. Bid Opening

Sealed bids shall be opened at the Tillman County Board of County Commissioners meeting at the date and time indicated on the solicitation. The meeting is held in the Tillman County Commissioners Office, 2nd Floor Tillman County Courthouse, 201 N. Main, Frederick, Oklahoma.

6. Open Bid / Open Record

All bids / proposals are subject to the Oklahoma Open Records Act [51 O.S. § 24A.1 et seq.]

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for Tillman County outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(6)]

7. Late Bids

Late bids shall not be accepted. Bids received by the Office of the County Clerk after the response due date and time shown on the solicitation will be rejected and returned to the vendor unopened. The time/date stamp clock in the Office of the County Clerk shall be the official time of receipt.

8. Rejection of Bids

Any bid which does not meet the requirements or specifications of the solicitation or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.

A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the County.

9. Evaluation and Award

The County shall evaluate bids in response to this solicitation and will award a contract based on lowest and best criteria in accordance with 19 O.S. § 1505.

Acquisition based on lowest and best criteria which includes but not limited to the operational cost the County, quality and/or technical competency, delivery and/or implementation schedule, maximum facilitation, data exchange and/or integration, warranties, guarantees, return policy, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.

The County reserves the right to contact responding vendors as needed to request clarification of their bid submission including but not limited to pricing, unit of measure, and product(s) and solution(s) offered.

The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

The County reserves the right to accept by item, group of items or by the total bid.

The County may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

A notice of award letter will be furnished to each successful bidder and shall result in a binding contract. The award notice is only a notice to the successful bidder(s). The bidder must contact the Department listed for

order information. No order may be placed without a purchase order being issued by Tillman County.

10. Termination

Subject to the provisions below, the contract award derived from this solicitation may be terminated. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted. If the Contract is terminated, the County shall be liable only for the products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to Notice of Termination.

Termination of Convenience:

The County may terminate the Contract, in whole or in part, for convenience if the Procurement Agent determines that termination is in the County's best interest. The Procurement Agent shall terminate the Contract by delivering to the supplier a written Notice of Termination for Convenience, specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date of Notice of Termination for Convenience is issued by the Procurement Agent.

Termination for Cause:

The supplier may terminate the Contract for default or other just cause with a thirty (30) day written request and upon written approval from the County. The County may terminate the Contract for default or any other just cause upon a thirty (30) day written Notice of Termination to the supplier.

The County may terminate the Contract immediately, without a thirty (30) day written notice when violations are found to be an impediment to the function of the County and/or detrimental to its cause, when conditions preclude the thirty (30-day) notice, or when the Procurement Agent determines that an administrative error occurred prior to Contract performance.

Termination for Non-Appropriation:

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be canceled, and the County will not be obligated to pay the Contractor for any amount past the date of Notice of Termination. The County shall have sole discretion to cancel said Contract base on non- appropriation of funds for whatever reason.

C. DELIVERY AND INVOICING

1. Delivery

All solicitations are subject to the Delivery, Inspection, and Acceptance terms and conditions described as stated above.

2. Identification

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

3. Invoicing Instructions

The invoice shall state the name and address of the vendor and must be sufficiently itemized to clearly describe

each item purchase, the unit price when applicable, the number or volume of each item purchased, the total price, the total purchase price, purchase order number, and the date of the purchase.

The vendor shall submit proper invoices to the ordering department at the prices stipulated on the bid/contract. Invoices shall contain the purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

4. Payment Terms and Discounts

Tillman County payment terms are Net 30 days from receipt of invoice.

Discounts for prompt payment will not be considered in the evaluation of bids. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

D. SPECIAL PROVISIONS FOR CONSTRUCTION-RELATED SOLICITATIONS

1. Definitions

The “Department” is the Tillman County Procurement Department.

“Bidding Documents” include the Solicitation for Bids, these Instructions for Bidders, the bid forms, other sample bidding and contract forms, and the proposed contract documents including any Addenda issued prior to the receipt of Bids.

“Addenda” are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

A “Bid” is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

The “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the Base Bid, to which work may be added or from which work may be deleted for sums stated in the Alternate Bids.

An “Alternate Bid” (or “Alternate”) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

The “Consultant” is the Licensed Architect, Licensed Landscape Architect, Registered Professional Engineer, or Registered Land Surveyor under contract to Tillman County for the purpose of designing and monitoring the construction of the project.

A “Unit Price” is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bid Documents or in the proposed contract documents.

A “Bidder” is a person or entity that submits a Bid.

The “Owner” is Tillman County, Oklahoma represented by the Tillman County Board of County Commissioners.

2. Pre-Bid Conference

The Solicitation for Bids will indicate the date, time and place for a pre-bid conference if one is to be held.

In some instances, a mandatory pre-bid conference will be announced. In such instances, each prospective Bidder must be present at the meeting or represented by a full-time company employee or an independent

contractor authorized to represent the company. Failure to comply will disqualify that Bidder. Attendees are expected to arrive on time and must sign in no later than fifteen minutes after the scheduled meeting time. Exceptions to the sign-in requirement may be granted by the Department for unusual conditions such as adverse weather, complicated directions to site or other unforeseen conditions. The Department has sole discretion in determining exceptions. In adverse weather conditions, contact the Department to verify conference schedule.

Verbal communications at any pre-bid conference are non-binding. All clarifications, revisions or changes to the bidding documents will be included in written addenda and issued to each bidder represented at the pre-bid conference.

3. Bidder's Representations and Prequalification

Each Bidder, by making a Bid, represents that:

- a. The bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith;
- b. The bidder has visited the site, is familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed contract documents; and
- c. The submitted Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

4. Bidding Documents

Copies:

Bidders may obtain complete sets of the Bidding Documents from the location(s) identified in the Solicitation for Bids.

Bidders shall use complete sets of Bidding Documents obtained from the source indicated in the Solicitation for Bids. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Bidding Documents.

The Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

Interpretation or correction of Bidding Documents:

Bidders shall promptly notify the Consultant or the Department of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Requests for interpretation or clarification of Bidding Documents shall be submitted in writing by the Question due date on the Solicitation Notice and on the prescribed forms as specified in the Bidding Documents.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

Substitutions:

When name brands are used to describe materials, products, or equipment, the name brands are used only to establish a standard of required function, dimension, appearance and quality to be met by any properly proposed substitution.

No substitutions for bidding will be considered unless written request for approval has been received in writing by the Question Due date on the Solicitation Notice, if not otherwise stated in the Bidding Documents. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in any other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Consultant's decision of approval or disapproval of a proposed substitute shall be final.

If the Consultant approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after the contract award unless specifically provided in the contract documents.

Addenda:

Addenda will be mailed, sent electronically, or delivered to all who are known by the Department to have received a complete set of Bidding Documents from the County Clerk.

Copies of the Addenda will be made available for inspection at the County Clerk's office and will be uploaded to the Bid Documents on the County's website.

Each Bidder shall ascertain prior to submitting his Bid that all Addenda were received, and acknowledge their receipt on Bid Form.

5. Bidding Procedure

Form and style of Bids:

Bids shall be submitted on forms supplied with the Bidding Documents obtained from the Department.

Bidders shall fill in all blanks on the bid forms including all Bids, Addenda issued, Alternates and Unit Prices

Where so indicated by the wording of the bid form, sums shall be expressed in both words and figures, and in case of a discrepancy between the two, the amount written in words shall govern.

Interlineation, alteration or erasure of the printed bid form by the Bidder is not permitted unless required by Addendum or specifications. Any required interlineation, alteration or erasure of entries must be initialed by the signer of the Bid.

All requested Alternates shall be bid. If no change to the Base Bid is required, enter "No Change". Failure to bid all Alternates may disqualify the Bid.

Each copy of the Bid shall include the legal name of the Bidder and be signed by the person legally authorized to bind the Bidder to a contract.

Bid Security:

Bid security is only required if expressly stated in Bid Specifications.

Each Bid must be accompanied by a certified or cashier's check, or bid bond in an amount equal to five percent (5%) of the total amount of the Bid and all Alternates as a guarantee that, if awarded the contract, the Bidder will execute the contract and furnish bonds and insurance as required below.

An Irrevocable Bid Letter of Credit used as bid security must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on a form

obtained from the County Clerk's office. The County reserves the right to hold the bid security of the three (3) lowest Bidders until the successful Bidder has executed the contract and furnished the required bonds and proof of insurance.

Failure of the successful Bidder to enter into a contract within the time specified in Section D shall result in forfeiture to Tillman County of the cost of republication of Notice to Bidders, all actual expenses incurred by reason of the Bidder's default and the difference between the low Bid of the defaulting Bidder and the amount of the bid of the Bidder to whom the contract is subsequently awarded, but not to exceed the amount of said check or bond.

An extension of sixty (60) days may be given to the initial thirty (30) days permitted Bidders to return their contracts when the Bidder is having difficulty obtaining bonds. The extension may be granted by the Department only upon written request from the Bidder.

Bid security for non-binding, non-encumbered contracts where no estimated quantities for Unit Prices are given will be stated in the Bidding Documents. If the required bid security is not stated in the Bidding Documents, then Bidders should provide bid security in the amount of five percent (5%) of the bid.

Submission of Bids:

Bids shall be submitted to Tillman County in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. Please refer to Sections B for detailed instruction on how and where bids are to be submitted.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Bids received after the response due date and time will not be considered.

Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

Modification, withdrawal or cancellation of Bids:

A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are in complete conformance with these Instructions to Bidders.

Bidders may withdraw, change and resubmit their Bids by appearing in person prior to the time set for the closing of the Bid period. Upon presenting proper picture identification to the Administrator or an authorized representative, the sealed Bid will be returned to the Bidder. A new or changed sealed Bid will be accepted until the time designated for the closing of the Bid period.

Bid security, if any is required, shall be in an amount of five percent (5%) of the Bid as modified.

6. Consideration of Bids:

Sealed bids shall be opened at the Tillman County Board of County Commissioners meeting at the date and time indicated on the solicitation. The meeting is held in the Tillman Commissioners' Office, 2nd Floor, Tillman County Courthouse, 201 N. Main, Frederick, Oklahoma.

Rejection of Bids:

The County has the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security, or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

The County will reject any Bid that is not signed by the authorized representative of the Bidder or does not contain the affidavit included in the Bidding Documents. The affidavit must be properly signed by the Bidder, notarized and stamped by a Notary Public.

The County may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the County even though it may be the low evaluated bid; or, if it is so unbalanced as to be tantamount to allowing an advance payment.

Award of Contract:

It is the intent of the County to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The County shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment is in the County's best interest.

The County shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Time is of the essence in all County work.

7. Surety Bonds

Bond Requirements:

All bonds are for the full value of the contract and shall be issued by a surety company authorized by the Oklahoma Insurance Department to do business in the State of Oklahoma and approved by the Department.

When expressly stated in Bid Specifications, a bond may be required for all contracts with a value exceeding Fifty Thousand Dollars (\$50,000.00) or when required by the solicitation conditions and specifications that includes coverage for 100% of the Total Contract amount for (1) Performance - to insure the completion of the work in accordance with the contract documents in the time stipulated; (2) Defect - to provide for defects in construction or materials for a period of one (1) year from the date of acceptance of the completed work; and (3) Payment - to assure the County is protected from the action of subcontractors, suppliers and employees for unpaid debts of the contractor.

All bonds must be on the forms prescribed and issued by the Department to the successful Bidders with the contract.

8. Insurance Requirements

The contractor shall carry and keep in force during the contract, policies of insurance in minimum amounts as set forth in the attached Minimum Insurance Requirements document or as required by the laws of the State of Oklahoma (unless otherwise stated in the specifications):

Worker's Compensation and Employer's Liability coverage in accordance with the Worker's Compensation Act [85A O.S. § 1 et seq.] of the State of Oklahoma;

General Liability and excess umbrella liability coverage with limits of not less than the amounts as set forth in the attached Minimum Insurance Requirements document; and

Any work requiring a vehicle on Tillman County property shall require Comprehensive Automobile Liability insurance meeting state requirements.

The contractor shall name the Tillman County Board of County Commissioners as an additional name insured. Certificate(s) of insurance shall provide that said insurance will not be cancelled by the insurer without providing thirty (30) days written notice to the Tillman County Board of County Commissioners.

Insurance shall be acquired from insurance companies properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.

Certificates of such coverage must be returned with the contract.

9. Labor

The Contractor shall comply with all State and Federal Laws in the employment and payment of labor.

10. Documents for Construction

All additional sets of plans and specifications will be the responsibility of the Contractor.