

**BID Number: 2021-Fairgrounds**

## **INVITATION TO BID**

**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Custer County, Oklahoma will receive sealed bids either by mail and ground delivery by Friday, August 13, 2021 at 4:00 p.m., or in person until August 16, 2021 until the hour of 9:00 a.m. on said day. All bids will be opened at **9:30 a.m., August 16, 2021**, during the County Commissioner's meeting held in the Custer County Courthouse, Arapaho, Oklahoma, Room 104, at 675 West "B" Street, Arapaho, Oklahoma. **Any bids received prior to August 10, 2021 at 9:30 a.m. or after August 16, 2021 at 9:00 a.m. shall not be considered and shall be returned unopened to the bidder.** Sealed bids shall be opened on August 16, 2021 at 9:30 a.m. for the following:

**MINIMUM SPECIFICATIONS  
BUILDING ADDITION  
MATERIALS, LABOR AND EQUIPMENT  
CUSTER COUNTY FAIRGROUNDS  
1738 US HWY 183, CLINTON, OK 73601  
CUSTER COUNTY, OKLAHOMA**

**A MANDATORY PRE-BID MEETING IS TO BE HELD AUGUST 3, 2021, 10:00 A.M. ON LOCATION. NON-ATTENDANCE SHALL CAUSE BID TO BE REJECTED.**

Specifications and information are on the file in the Custer County Clerk's Office in Arapaho, Oklahoma and may be viewed on Custer County's website, <http://www.custer.okcounties.org>.

If you have any questions regarding the bid specifications contact Jeff Hunter, Member of the Fairgrounds Board at 580-445-7058 and if you have questions regarding bid deadlines, etc., please contact Melissa Graham, Custer County Clerk or Debbie Bright, Purchasing Agent at (580) 323-4420.

**All bids must be in a sealed envelope, clearly marked with the name of the project, with the Bid Number, Bid Opening date and must state Bidders' name and address.**

All bids must be mailed or delivered to:

***(Mailing)***

CUSTER COUNTY CLERK'S OFFICE  
P.O. BOX 300  
ARAPAH0, OKLAHOMA 73620-0300

***(Physical)***

CUSTER COUNTY CLERK'S OFFICE  
675 WEST "B" STREET  
ARAPAH0, OKLAHOMA 73620-0300

Please follow all instructions for submitting bid proposals completely.

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 successful bidder and the County must execute a contract embodying the terms of the bid documents, within 60 days from the date the contract was awarded.

All matters concerning the contract and project are subject to the provisions of state law and federal law when applicable.

The Board of County Commissioners reserves the right to accept or reject any or all bids and waive any informalities. The Board of Custer 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.

/S/MELISSA GRAHAM,  
CUSTER COUNTY CLERK (SEAL)

## INSTRUCTIONS FOR SUBMITTING BID PROPOSALS

1. This entire packet (Invitation to Bid, Instructions, Minimum Specifications, Bid Form, Letter of Authorization, Affidavit for Filing with Competitive Bid, Non-Collusion Bidding Certification, Business Relationships Affidavit, Affidavit for Contracts and Payments, and W-9) shall be known as the “Invitation to Bid” form. Fill out the “Invitation to Bid” form *completely*.
2. Identify the outside of the sealed envelope as follows:  
**SEALED BID – Custer County Fairgrounds Addition**  
**CLOSING (Bid Date) – August 16, 2021, 9:00 a.m.**  
**BID (Opening Time) – August 16, 2021, 9:30 a.m.**
3. Place your company name and return address on the **outside** of the envelope.
4. File the bid proposal with the Custer County Clerk, either **by mail or ground delivery** by Friday, August 13, 2021 at 4:00 o’clock p.m., *or in person*, until **9:00 o’clock a.m. on August 16, 2021**. Bids received after this time will be rejected and unopened. Bids will be opened at **9:30 o’clock a.m., August 16, 2021** during the County Commissioner’s meeting held in the Custer County Courthouse, Arapaho, Oklahoma, Room 104, at 675 West “B” Street, Arapaho, Oklahoma. **Any bids received prior to August 10, 2021 at 9:30 a.m. or after August 16, 2021 at 9:00 a.m. shall not be considered and shall be returned unopened to the bidder.**
5. All forms must be filled out completely. Any incomplete forms could result in rejection if the Board of County Commissioners considers such action to be in the best interest of Custer County.
6. The address of the Custer County Clerk is as follows:  

<i>(Mailing)</i> CUSTER COUNTY CLERK’S OFFICE P.O. BOX 300 ARAPAH0, OKLAHOMA 73620-0300	<i>(Physical)</i> CUSTER COUNTY CLERK’S OFFICE 675 WEST “B” STREET ARAPAH0, OKLAHOMA 73620
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7. All bid information shall be typewritten, or legibly written in ink. All corrections shall be initialed by the person signing the form(s).
8. On all bids requiring services or contract labor, proof of liability insurance may be required. Read the bid specifications carefully.
9. **FOR PROMPT PAYMENT OF ALL INVOICES, PLEASE NOTE:**
  - \* Payment for all expenses for Custer County is made twice a month. Approval of said claims is made on the second and fourth Monday of each month. For your claim to be considered for payment, the product(s) or service(s) must be delivered, and the appropriate paperwork on file with the County Clerk’s office no later than five working days prior to the second and fourth Monday of the month.
  - \* If the proper invoices and supporting documentation are not received by the cut-off date, payment will be rendered during the following payment issue period.
  - \* Please contact Melissa Graham, Custer County Clerk, for a schedule for invoice submission in order to expedite payment processing.

Before submitting a BID, BIDDERS should carefully examine the specifications, visit the site of work, fully inform themselves as to the existing conditions and limitations and shall include in the Bid a sum to cover the cost of all items included in the Contract. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve the BIDDER from any obligation in respect to the BID. Extra payments will not be authorized for work that could have been foreseen by a careful examination of the site. Submission of a BID shall constitute acceptance by the BIDDER of existing site conditions as a part of the requirements for this work.

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.

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

Each BID must be accompanied by a Cashier's Check, a Certified Check or Bid Bond in the amount of five percent (5%) of the TOTAL BID as a guarantee of good faith. The check is to be drawn on an Oklahoma bank and made payable to the BOARD OF CUSTER COUNTY COMMISSIONERS. The BID BOND of the successful BIDDER will be retained until the CONTRACT, PERFORMANCE BOND, STATUTORY BOND and MAINTENANCE BOND have been executed and approved AND PROOF OF PUBLIC LIABILITY AND WORKERS COMP INSURANCE have been provided and approved. The Custer County Clerk's office, upon receipt of a written notice from the Successful Bidder, will return to them the 5% BID BOND. Checks of unsuccessful bidders will be returned by mail unless otherwise requested. 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.

A 100% PERFORMANCE BOND, 100% STATUTORY BOND AND 100% MAINTENANCE BOND in the amount of the CONTRACT PRICE, with a corporate surety approved by the COUNTY, will be required for the faithful performance of the contract. The Attorney-in-fact who signs the BID BONDS and PERFORMANCE, STATUTORY & MAINTENANCE BOND must file with each BOND a certified and effective dated copy of their Power of Attorney.

BIDDER will be responsible for overseeing the entire project.

The party to whom the contract is awarded will receive a NOTICE OF AWARD accompanied by the necessary AGREEMENT and BOND forms. The awarded bidder will be required to execute the Agreement and obtain the PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND, and PUBLIC LIABILITY & WORKERS COMP INSURANCE within ten (10) calendar days from the date the BID is awarded unless extended by mutual agreement between the COUNTY and the AWARDED BIDDER. In case of failure of the BIDDER to execute the AGREEMENT, the COUNTY may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the COUNTY.

THE NOTICE TO PROCEED shall be issued within seven (7) days of the execution of the AGREEMENT by the COUNTY. 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 COUNTY and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the seven (7) 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 COUNTY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the COUNTY all such information, data and not limited to financial statements for this purpose as the COUNTY may request. The COUNTY reserves the right to REJECT any BID if the evidence submitted by, or investigation of such BIDDER fails to satisfy the COUNTY that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

ALL CONTRACTORS involved in the project shall have proper and current licensing in the State of Oklahoma and should be prepared to provide a copy of such if requested.

The Bidder must be able to financially carry on the work until project is completed.

## **PAYMENT**

### Original Documents required:

- Invoice with breakdown of labor and materials
- Certification from Fairboard Chairman stating his approval (document will be provided by the Fairboard)

The invoice, with attached items listed above, shall be submitted by the Contractor to the Custer County Fairboard, c/o OSU Extension Office at PO Box 170, Arapaho, OK 73620. Before the Custer County Fairboard submits the invoice to the Custer County Clerk's Office to be paid, it shall contain certification by the Fairboard Chairman that states the work for which payment is claimed has been performed and that such work conforms to the specifications for the project. No

such invoice shall be paid by the County without such certification. The Contractor must provide a signed Affidavit for Contracts & Payments which will be provided with the contract and bond forms.

Any spills of petroleum, oil and lubricant (POL) products, chemicals, or other hazardous materials must be reported immediately to the County Commissioner's office.

### **DOCUMENTS REQUIRED FOR THIS BID**

- Bid Form, includes an attached Letter of Authorization
- Bid Security for 5% of the total bid
- Affidavit for Filing with Competitive Bid
- Non-collusion Bidding Certification
- Business Relationship Affidavit
- IRS W9 Form

Bidder must submit the properly completed and executed documents listed on this page. All signatures must be original, not copied, faxed, computer generated or mechanical.

Bidder shall use the forms in this Bid packet or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of the forms may invalidate the Bid.

All correspondence will be in writing. In the event that it becomes necessary to revise any part of the Bid, addenda will be faxed, emailed or mailed to vendors on the Bid Holders List. Any oral interpretations or clarifications of this Bid shall not be relied upon. All changes to this Bid must be in writing and available to all bidders.

If a Bid document listed above is not included in the Bid Packet, it is the Bidder's responsibility to obtain the Bid document from the Custer County Clerk's Office. The Bidder shall also be responsible for contacting the Purchasing Agent prior to bid closing to ensure all addendums were received. A copy of each addendum must be present with the submitted Bid packet.

If you have any questions regarding the bid specifications contact Jeff Hunter, Custer County Fairboard Member at 580-445-7058 and if you have questions regarding bid deadlines, etc., please contact Melissa Graham, Custer County Clerk or Debbie Bright, Purchasing Agent at (580) 323-4420.

**NOTE: ALL BID PROPOSALS WHICH DO NOT CONTAIN THE "INVITATION TO BID" AND THE SIGNED/NOTARIZED "AFFIDAVIT FOR FILING WITH COMPETITIVE BID", WILL BE INVALID AND REJECTED.**

**THE BOARD OF COUNTY COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

Please complete the following and return this page with your Bid.

**CHECKLIST OF ITEMS REQUIRED FOR BID RETURN**

- 1. \_\_\_\_ AFFIDAVIT FOR FILING WITH COMPETITIVE BID
- 2. \_\_\_\_ AFFIDAVIT FOR CONTRACTS AND PAYMENTS
- 3. \_\_\_\_ W-9 FOR YOUR BUSINESS
- 4. \_\_\_\_ YOUR BID – PLEASE RETURN ONLY THE PAGES OF INVITATION TO BID WHICH INDICATE YOUR PROPOSAL.
- 5. \_\_\_\_ BID BOND
- 6. \_\_\_\_ BID PROPOSAL
- 7. \_\_\_\_ NON COLLUSION BIDDING CERTIFICATE
- 8. \_\_\_\_ BUSINESS RELATIONSHIPS AFFIDAVIT

**THESE ITEMS MUST BE INCLUDED FOR BID TO BE CONSIDERED.**

**PLEASE COMPLETE THE FOLLOWING:**

VENDOR: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

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

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**MINIMUM SPECIFICATIONS  
EXTERIOR BATHROOM ADDITION  
AT CUSTER COUNTY FAIRGROUNDS, CLINTON, OK**

**1. GENERAL REQUIREMENTS**

- GENERAL LIABILITY INSURANCE
- WORKMANS COMPENSATION INSURANCE
- BUILDERS RISK INSURANCE
- RESPONSIBLE FOR HAULING OFF TRASH

**2. FOUNDATION**

- 18" X 18" CONTINUOUS FOOTING REINFORCED WITH 4 - #5 REBAR AND 3500 PSI CONCRETE
- 4" SLAB WITH 3500 PSI CONCRETE REINFORCED WITH #3 REBAR 18" O.C. OVER 4" SAND BED
- TERMITE PRETREAT CONCRETE FOOTING AND SLAB ON GRADE
- MATCH EXISTING ELEVATION ON SHOWBARN FLOOR

**3. EXTERIOR SHELL**

- EXTERIOR WALL – 2 X 6 STUDS 16" O.C. TO MAKE A CEILING HEIGHT OF 8'
- PRESSURE TREATED 2 X 6 BOTTOM PLATE
- COVER EXTERIOR WALL WITH 7/16 OSB AND HOUSE WRAP
- INSTALL 26 GA. PRE-FINISHED R PANEL
- 26 GA. PRE-FINISHED TRIM ON FACIA
- 26 GA. PRE-FINISHED SOFIT PANEL
- 2 X 6 CEILING JOIST AND RAFTER 16" O.C.
- DECK ROOF WITH 9/16 OSB
- INSTALL 26 GA. R PANEL ROOF WITH COLORED TRIM
- BRICK VENEER
- FLASH IN 4' BRICK VENEER WAINSCOT WITH COLORED TRIM ON EXISTING SHOWBARN
- 4" PIPE BOLLARDS ON EACH CORNER OF BATHROOM ADDITION AND 1 ON SHOWBARN CORNER

**4. INTERIOR**

- 2 X 4 WALLS 16" O.C. WITH PRESSURE TREATED BOTTOM PLATE
- 8' CEILING HEIGHT
- INSTALL R-19 INSULATION IN EXTERIOR WALLS
- INSTALL R-13 INSULATION IN INTERIOR WALLS
- INSTALL R-30 INSULATION IN ATTIC

**5. INTERIOR FINISHES**

- INSTALL 4/8 SHEETROCK ON WALL AND CEILINGS
- PAINT INTERIOR WALLS AND CEILINGS WITH 1 COAT PRIMER AND 2 COATS SEMI-GLOSS PAINT
- INSTALL PORCELAIN TILE ON WALL 8' IN EACH BATHROOM
- INSTALL PORCELAIN TILE ON BATHROOM FLOORS AND HALLWAY FLOOR
- HOLLOW METAL JAMBS AND HOLLOW METAL DOORS
- COMMERCIAL GRADE CLOSERS AND LEVER KNOBS
- INSTALL PAINTED METAL TOILET PARTITIONS
- HANDICAP VANITIES PER DRAWINGS
- INSTALL 2 HANDICAP GRAB BARS IN EACH HANDICAP STALL
- TOILET PAPER HOLDERS PER STALL
- PAPER TOWEL DISPENSER 1 PER BATHROOM
- INSTALL 1 MIRROR ABOVE VANITY IN EACH BATHROOM
- REMOVE 3'0" DOOR FROM EXISTING BUILDING AND CUT 4' OPENING INTO NEW HALLWAY FINISHED OUT WITH METAL TRIM

## **6. PLUMBING**

- ROUGH IN ALL UNDERGROUND WATER, SEWER AND VENTS
- INSTALL ALL TOILETS WITH ELECTRONIC FLUSH VALVES
- INSTALL URINAL WITH ELECTRONIC FLUSH VALVES
- INSTALL ALL DROP IN SINKS WITH ELECTRONIC FAUCETS
- INSTALL 40 GALLON ELECTRIC HOT WATER HEATER
- INSTALL FLOOR DRAIN IN EACH BATHROOM
- LABOR AND MATERIAL TO HOOK UP TO EXISTING SERVICES

## **7. HEAT / AIR**

- INSTALL 1.5 TON 2 PORT MINI SPLIT HEAT PUMP SYSTEM WITH 18.5 SEER EFFICIENCY, 1 DIFFUSER IN EACH BATHROOM
- INSTALL COMMERCIAL EXHAUST FAN, 1 IN EACH BATHROOM

## **8. ELECTRICAL**

- 3 LED LIGHTS IN EACH BATHROOM
- INSTALL GFI PLUG IN EACH BATHROOM AND HALLWAY
- SWITCHES PER ROOM AS NEEDED
- WIRE EXHAUST FAN IN EACH BATHROOM
- 2 LED LIGHTS IN HALLWAY
- 1 LIGHT IN EACH DRESSING ROOM
- LABOR AND MATERIAL TO WIRE HVAC SYSTEM
- CONNECT TO EXISTING POWER SOURCE
- EMERGENCY EXIT LIGHTING
- EXTERIOR WALL PACK LIGHT BY BATHROOM DOOR AND SHOWBARN DOOR

# **MINIMUM SPECIFICATIONS EDUCATION ROOM ADDITION AT CUSTER COUNTY FAIRGROUNDS, CLINTON, OK**

## **1. GENERAL REQUIREMENTS**

- GENERAL LIABILITY INSURANCE
- WORKMANS COMPENSATION INSURANCE
- BUILDERS RISK INSURANCE
- RESPONSIBLE FOR HAULING OFF TRASH

## **2. FOUNDATION**

- 18" X 18" CONTINUOUS FOOTING REINFORCED WITH 4 - #5 REBAR AND 3500 PSI CONCRETE
- 4" SLAB WITH 3500 PSI CONCRETE REINFORCED WITH #3 REBAR 18" O.C. OVER 4" SAND BED
- TERMITE PRETREAT CONCRETE FOOTING AND SLAB ON GRADE
- MATCH EXISTING ELEVATION OF SHOWBARN FLOOR

## **3. EXTERIOR SHELL**

- EXTERIOR WALL 2 X 6 STUDS 16" O.C. TO MAKE A CEILING HEIGHT OF 8'
- PRESSURE TREATED 2 X 6 BOTTOM PLATE
- COVER EXTERIOR WALL WITH 7/16 OSB AND HOUSE WRAP
- INSTALL 26 GA. PRE-FINISHED R PANEL
- 26 GA. PRE-FINISHED TRIM ON FACIA
- 26 GA. PRE-FINISHED SOFIT PANEL
- 2 X 6 CEILING JOIST AND RAFTER 16" O.C.
- DECK ROOF WITH 9/16 OSB
- INSTALL 26 GA. R PANEL ROOF WITH COLORED TRIM
- BRICK VENEER



- FLASH IN 4' BRICK VENEER WAINSCOT WITH COLORED TRIM ON EXISTING SHOWBARD
  - 4" PIPE BOLLARDS ON EACH CORNER OF EDUCATION ADDITION AND 1 ON SHOWBARN CORNER
- 4. INTERIOR**
- 2 X 4 WALLS 16" O.C. WITH PRESSURE TREATED BOTTOM PLATE
  - 8' CEILING HEIGHT
  - INSTALL R-19 INSULATION IN EXTERIOR WALLS
  - INSTALL R-13 INSULATION IN INTERIOR WALLS
  - INSTALL R-30 INSULATION IN ATTIC
- 5. INTERIOR FINISHES**
- INSTALL 5/8 SHEETROCK ON WALL AND CEILINGS
  - PAINT INTERIOR WALLS AND CEILINGS WITH 1 COAT PRIMER AND 2 COATS SEMI GLOSS PAINT
  - INSTALL PORCELAIN TILE ON FLOOR
  - HOLLOW METAL JAMBS AND HOLLOW METAL DOORS
  - COMMERCIAL GRADE CLOSERS AND LEVER KNOBS
  - REMOVE 3'0" DOOR FROM EXISTING BUILDING AND CUT 4' OPENING INTO NEW HALLWAY FINISHED OUT WITH METAL TRIM
- 6. HEAT / AIR**
- INSTALL 1.5 TON 2 PORT MINI SPLIT HEAT PUMP SYSTEM WITH 18.5 SEER EFFICIENCY
- 7. ELECTRICAL**
- 9 LED LIGHTS
  - SWITCHES PER ROOM AS NEEDED
  - 20 OUTLETS
  - 2 OUTLETS AND CAT 6 FOR WALL MOUNT TV'S
  - LABOR AND MATERIAL TO WIRE HVAC SYSTEM
  - CONNECT TO EXISTING POWER SOURCE
  - EMERGENCY EXIT LIGHTING
- 8. PLUMBING**
- ROUGH IN UNDERGROUND WATER, SEWER, AND VENTS
  - INSTALL KITCHEN SINK
- 9. CABINETS**
- 12' BASE CABINETS
  - 12' UPPER CABINETS
  - WHITE MELAMINE INTERIOR
  - SOLID RED OAK FACE FRAMES
  - CONCEALED HINGES
  - FULL EXTENSION DRAWER GUIDES
  - STAIN AND FINISH
  - LAMINATE COUNTER TOP WITH 4" SPLASH
  - SOLID RED OAK FLAT PANEL DOORS
  - 3" WIRE PULLS

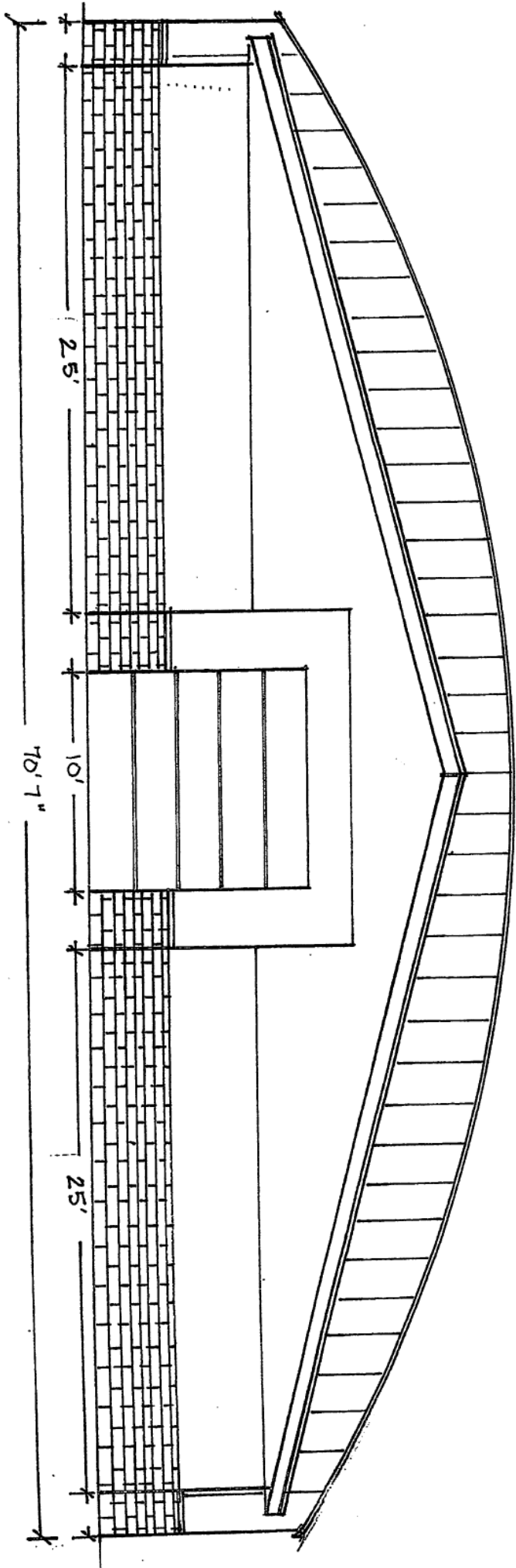
**SEE ATTACHED DRAWINGS FOR DIMENSIONS AND SPECIFICATIONS.**

**TOTAL BID – ENTIRE PROJECT.....\$\_\_\_\_\_**

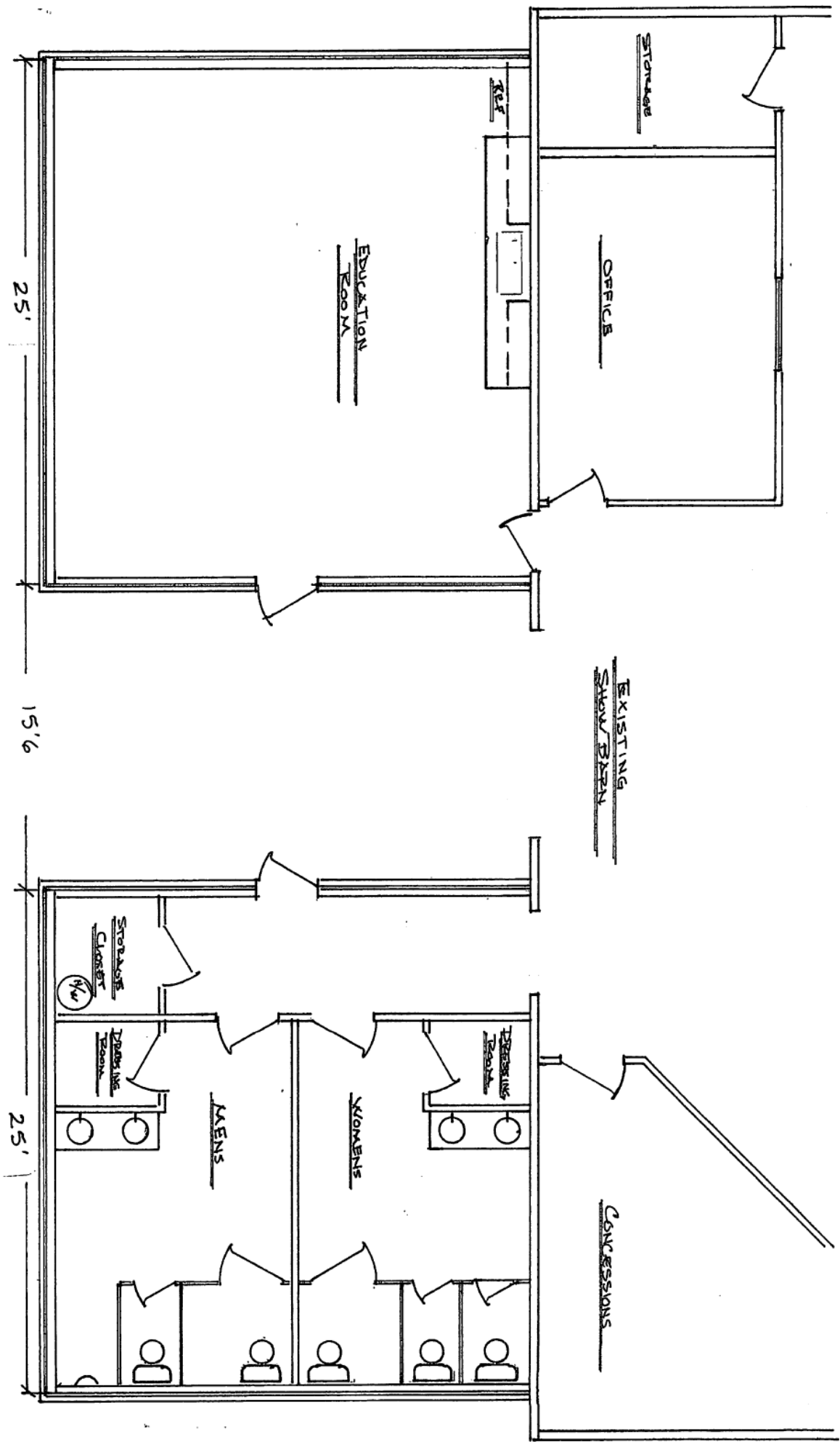
**ESTIMATED COMPLETION DATE .....\_\_\_\_\_**



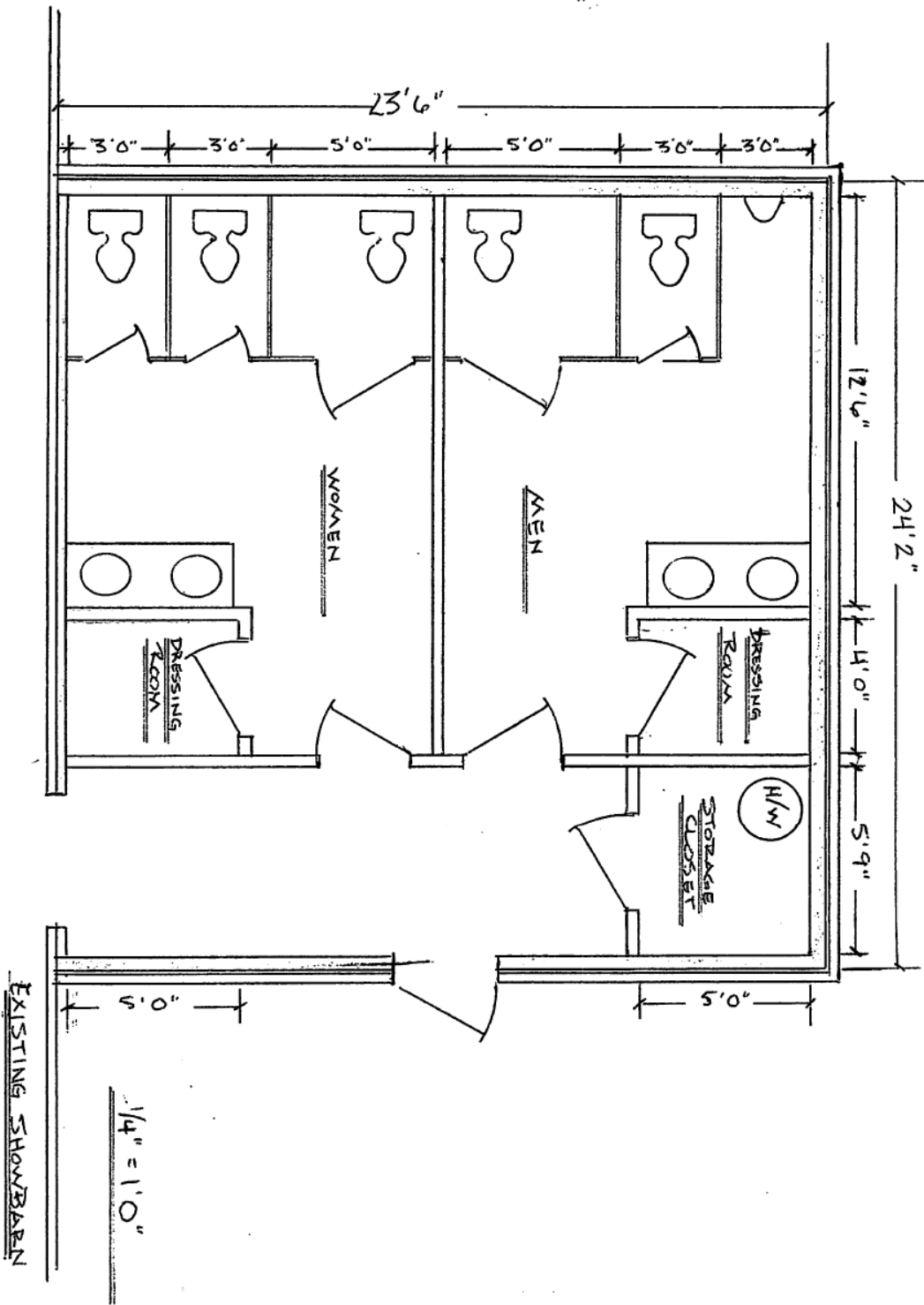
NEW ADDITIONS - EXTERIOR DIMENSIONS - FRONTAGE

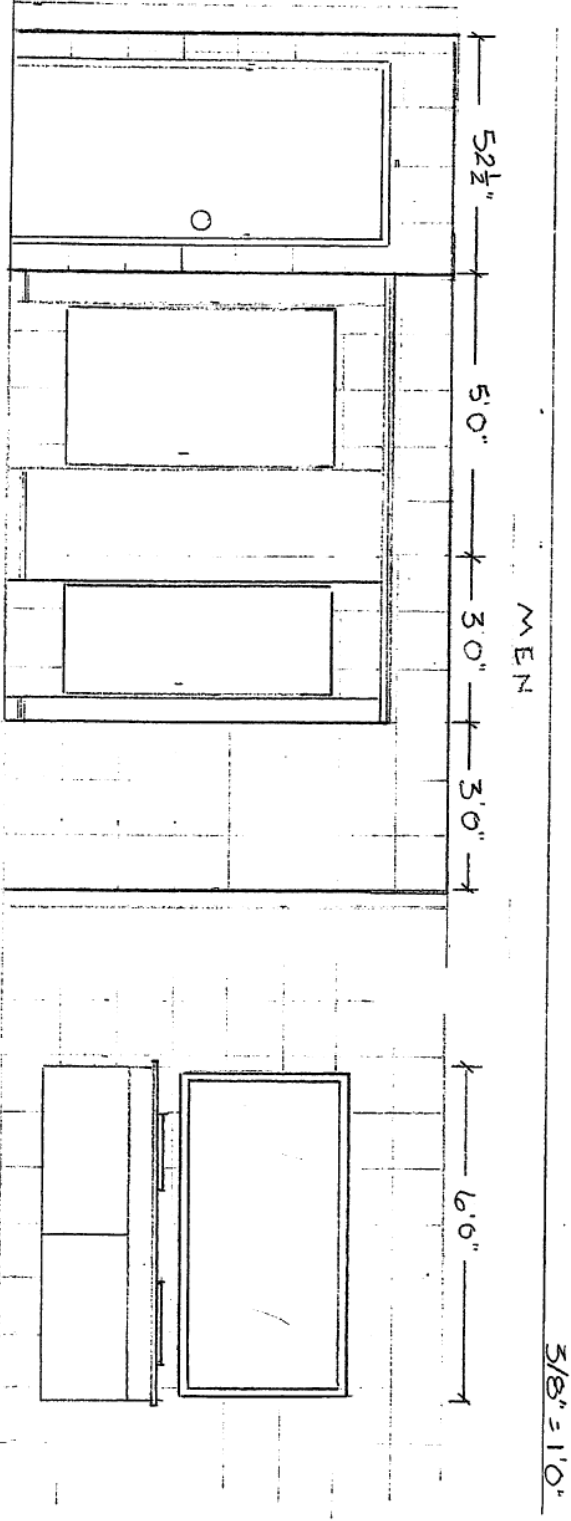
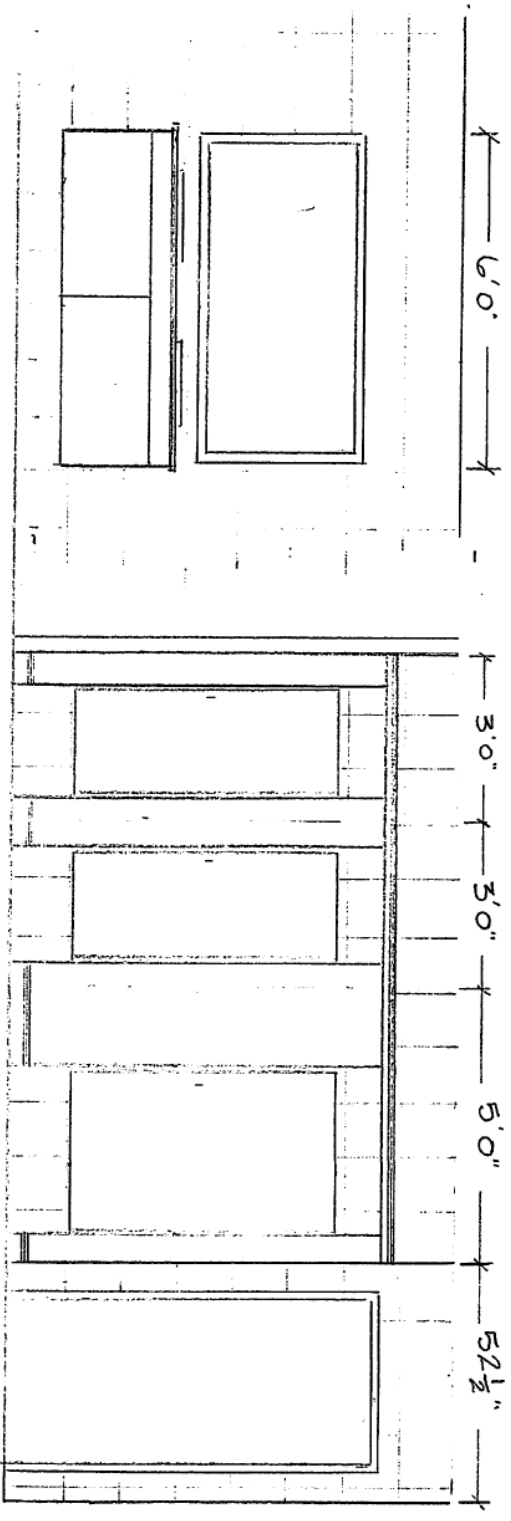


INTERIOR DIMENSIONS – EDUCATION AND BATHROOM  
ADDITIONS

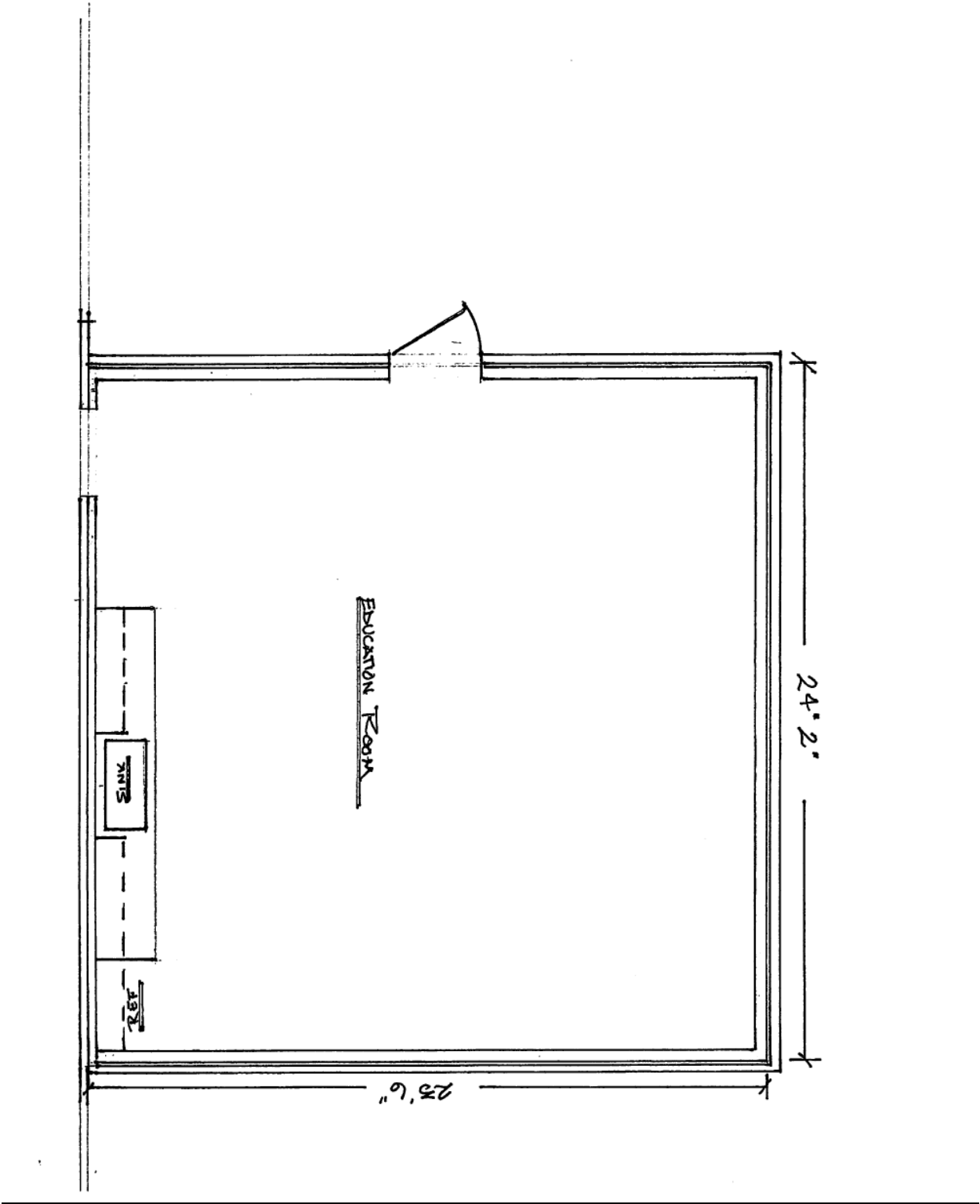


BATHROOM ADDITION – INTERIOR DIMENSIONS

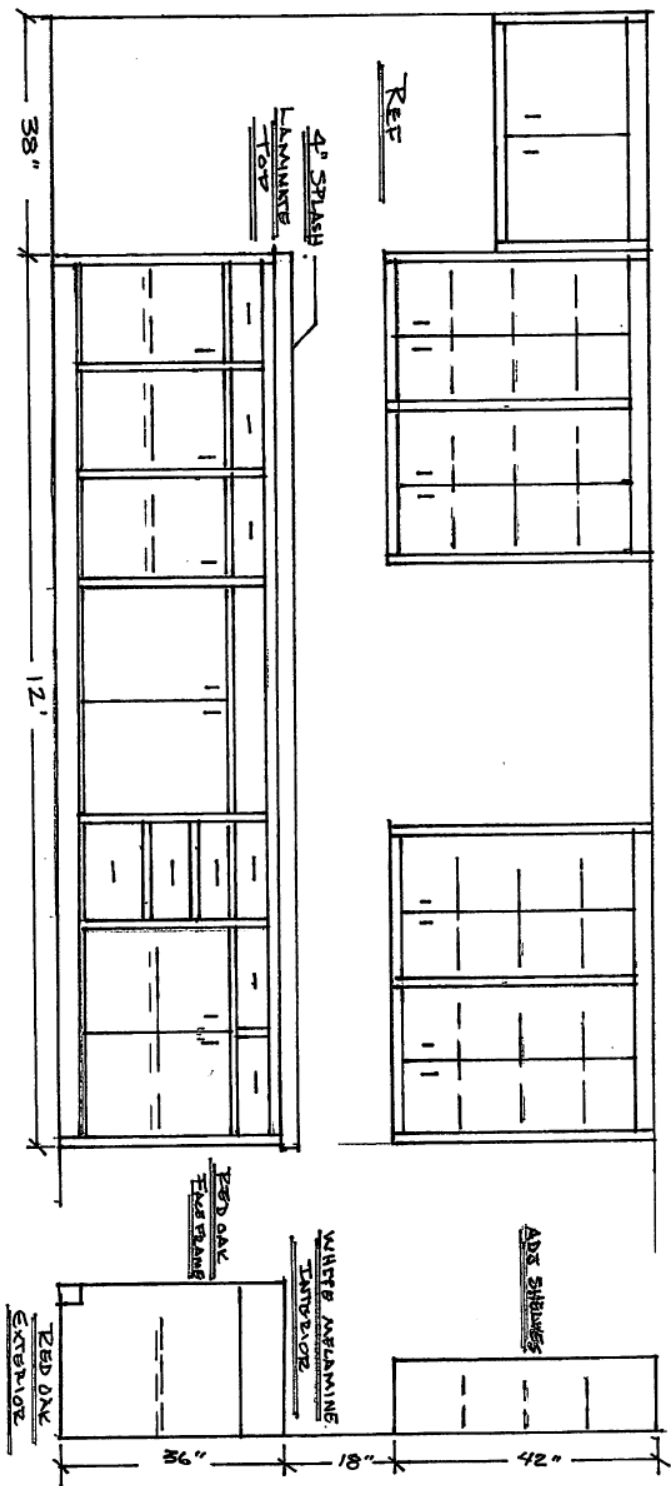




EDUCATION ROOM - INTERIOR DIMENSIONS



EDUCATION ROOM CABINETRY DIMENSIONS



**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

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 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 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 county official  
concerning exchange of money or other thing of value for special consideration in  
the letting of a contract.

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

\_\_\_\_\_  
Notary Public (Clerk or Judge)

My Commission Expires: \_\_\_\_\_  
(SEAL)

**Note: Each competitive bid submitted to a county, school district or municipality must be accompanied  
with the above Affidavit as required  
by 61 Okla.St.Ann.§138**



## AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA                 )  
  ) ss  
COUNTY OF                                 )

THE UNDERSIGNED (ARCHITECT, CONTRACTOR, SUPPLIER OR ENGINEER), OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH SAYS THAT THIS INVOICE OR CLAIM IS TRUE AND CORRECT. AFFIANT FURTHER STATES THAT THE (WORK, SERVICES OR MATERIALS) AS SHOWN BY THIS INVOICE OR CLAIM HAVE BEEN (COMPLETED OR SUPPLIED) IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE AFFIANT. AFFIANT FURTHER STATES THAT (S)HE HAS MADE NO PAYMENT DIRECTLY OR INDIRECTLY TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THE STATE OF OKLAHOMA, ANY COUNTY OR LOCAL SUBDIVISION OF THE STATE, OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT OF THE INVOICE OR PROCURE THE CONTRACT OR PURCHASE ORDER PURSUANT TO WHICH AN INVOICE IS REQUIRED.

BUSINESS NAME

By \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC (OR CLERK OR JUDGE)

NOTE: 62 OKL.ST.ANN. § 310.9 (B), AUTHORIZES COUNTIES EXECUTING MORE THAN ONE CONTRACT, EXCEEDING \$ 25,000.00 DURING THE FISCAL YEAR, WITH AN ARCHITECT, CONTRACTOR, ENGINEER OR SUPPLIER OF CONSTRUCTION MATERIALS TO ACCEPT ONE AFFIDAVIT APPLYING TO ALL WORK, SERVICES OR MATERIALS COMPLETED OR SUPPLIED UNDER THE TERMS OF AWARDED CONTRACTS, OR WHICH ARE NEEDED ON A CONTINUAL BASIS; SUCH AFFIDAVIT TO BE IN LIEU OF ALL INDIVIDUAL AFFIDAVITS FOR EACH INVOICE SUBMITTED IN RELATION TO SUCH CONTRACT.

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>										
Print or type. See Specific Instructions on page 3	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
	<b>2</b> Business name/disregarded entity name, if different from above											
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>										
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)  <b>CUSTER COUNTY PO BOX 300 ARAPAHO, OK 73620</b>										
	<b>6</b> City, state, and ZIP code											
	<b>7</b> List account number(s) here (optional)											
<b>Part I Taxpayer Identification Number (TIN)</b>												
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 <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.												
<table><tr><td colspan="2"><b>Social security number</b></td></tr><tr><td><div></div></td><td><div></div></td></tr><tr><td colspan="2"><b>or</b></td></tr><tr><td colspan="2"><b>Employer identification number</b></td></tr><tr><td><div></div></td><td><div></div></td></tr></table>			<b>Social security number</b>		<div></div>	<div></div>	<b>or</b>		<b>Employer identification number</b>		<div></div>	<div></div>
<b>Social security number</b>												
<div></div>	<div></div>											
<b>or</b>												
<b>Employer identification number</b>												
<div></div>	<div></div>											
<b>Part II Certification</b>												
Under penalties of perjury, I certify that:												
1. 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												
2. 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												
3. I am a U.S. citizen or other U.S. person (defined below); and												
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.												
<b>Certification instructions.</b> 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.												
<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>										
<b>General Instructions</b>												
Section references are to the Internal Revenue Code unless otherwise noted.												
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .												
<b>Purpose of Form</b>												
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.												
<ul style="list-style-type: none"><li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>Form 1099-S (proceeds from real estate transactions)</li><li>Form 1099-K (merchant card and third party network transactions)</li><li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>Form 1099-C (canceled debt)</li><li>Form 1099-A (acquisition or abandonment of secured property)</li></ul>												
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.												
Cat. No. 10231X												
Form <b>W-9</b> (Rev. 10-2018)												

**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are hereby held and firmly  
bound unto Custer County Commissioners, as OWNER in the penal sum of:  
\_\_\_\_\_for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors, and assigns.

Signed, this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to Custer  
County Commissioners a certain BID, attached hereto and hereby made a part hereof to enter  
into a contract in writing, for the: **CUSTER COUNTY FAIRGROUNDS – BATHROOM  
AND EDUCATION ROOM ADDITION.**

NOW, THEREFORE,  
(a) If said BID shall be rejected, or  
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in  
the Form of Contract attachment hereto (property completed in accordance with said  
BID) and shall furnish a BOND for faithful performance of said contract, and for the  
payment of all persons performing labor, furnishing materials in connection therewith,  
and shall in all other respects perform the agreement created by the acceptance of said  
BID, then this obligation shall be void, otherwise the same shall remain in force and  
effect; it being expressly understood and agreed that the liability of the Surety for any  
and all claims hereunder shall, in no event, exceed the penal amount of this obligation  
as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and  
its BOND shall be in no way impaired or affected by any extension of the time within which the  
OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals,  
and such of them as are corporations have caused their corporate seals to be hereto affixed, and  
these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

ATTEST: (if by Corporation) \_\_\_\_\_  
Surety

\_\_\_\_\_  
Name & Title By:\_\_\_\_\_

Corporate Seal

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s  
most current list (Circular 570 as amended) and be authorized to transact business in the state  
where the project is located.

**NOTE: This form is to be submitted with the BID.**

**BID PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called “BIDDER”), organized and existing under the laws of the State of Oklahoma doing business as \_\_\_\_\_. To the Custer County Commissioners (hereinafter called “OWNER”) in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of **CUSTER COUNTY FAIRGROUNDS – BATHROOM AND EDUCATION ROOM ADDITIONS** 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 its 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 within ninety (90) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within thirty (30) consecutive calendar days once work has commenced thereafter BIDDER further agrees to pay as liquidated damages, the sum of \$2,000.00 for each calendar day thereafter.

No Bidder may withdraw a BID within sixty (60) days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid. BIDDER acknowledges receipt of the following ADDENDUM: \_\_\_\_\_

\_\_\_\_\_ BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

Respectfully Submitted,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Employee I.D. No.

\_\_\_\_\_  
Address

(SEAL) – If BID is by a corporation

\_\_\_\_\_  
Telephone No.

ATTEST:

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Secretary/Witness

\_\_\_\_\_  
Date

**NOTE: This form is to be submitted with the BID.**

[illegible]

**NOTE: This form is to be submitted with the BID.**

[illegible]

Affiant further states that any such business relationship presently in effect of which existed within one (1) year prior to 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 state 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 herein above mentioned exist, affiant should so state.)

(Signature of Affiant)

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

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

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

**NOTE: This form is to be submitted with the BID.**

**All Bids must include assurances that the following provisions will be complied with:**

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR5;
2. Section 3 of the Housing and Urban Development Act of 1974, as amended; 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project;
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination;
4. Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities;
5. Equal Opportunity Provisions – Executive Order 11246, as amended, which assures non-discrimination;
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned businesses and women-owned businesses to bid on the project;
7. Assurance that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.