

SA&I 1-4040 (2000)

Canadian _____ County, Oklahoma
COUNTY PURCHASING OFFICE
Canadian _____ County Court House
El Reno _____, Oklahoma
Phone: (405) 422-2441

INVITATION TO BID

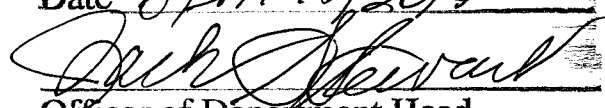
DATE ISSUED
April 14, 2014
Page 1 of 2

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE
SIDE RELATING TO SUBMISSION OF THIS BID.
Notarized Affidavit completions and signature required on reverse side.

BID NUMBER #2014-#21 Mowing / District #3	BID CLOSING DATE AND HOUR May 2, 2014 at 4:00 pm	REQUIRED DELIVERY DATE SEE SPECIFICATIONS _____ Days after award of Purchase Order
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TERMS Net, FOB this bid will open May 5, 2014 at 9:30am	DATE OF DELIVERY: SEE SPECIFICATIONS
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ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
1 or more			<p>Canadian County Distirct #3 is seeking bids for mowing county section line right-of-ways at various locations for the remainder of the calender year for 2014.</p> <p>See Specifications attached.</p> <p>The Board of Canadian County Commissioners reserves the right to reject any and all bids or to award all or any portion of the items bid. All data will be considered in the awarding of the bid including the delivery time.</p> <p><u>The reverse of this sheet must be completed and returned or the bid will be rejected.</u></p> <p>Contact person: Jack Stewart, Commissioner District #3 1205 North Calumet El Reno, OK 73036 (405) 422-2427</p>		<p>\$ _____ Per mile at 15ft wide</p>

APPROVED
Date April 10, 2014

Officer of Department Head

STATE OF OKLAHOMA
CANADIAN COUNTY
FILED OR RECORDED
APR 14 2014
SHELLEY DICKERSON
COUNTY CLERK
14205

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Canadian
County Courthouse, 201 N. Choctaw Avenue, El Reno, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Canadian County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until 06/05/2014
(DATE)

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this _____ day

of _____, 20 _____

(SEAL)

Firm: _____

My commission expires _____

Signed by: _____ Title: _____
(Manual Signature of Undersigned)

NOTARY PUBLIC (CLERK OR JUDGE)

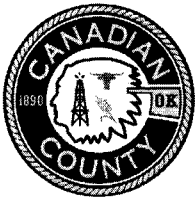
Address: _____ Phone: _____

City: _____ State: _____

Zip: _____

Please mail sealed bids to:
Canadian County Clerk's Office
Attn: Purchasing
PO Box 458
El Reno, OK 73036

Street Address:
201 N Choctaw Avenue
El Reno, OK 73036



**Canadian County
Purchasing**

Bid Specifications

Date Issued: April 14, 2014
Bid Number: **2014-#21**
Closing Date: May 2, 2014 at 4:00pm
PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036
Opening Date: May 5, 2014 at 9:30am
Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

~ SPECIFICATIONS~

Mowing / District #3

Canadian County District #3 is seeking bids for the mowing of county section line right-of-ways at various locations for the remainder of the calendar year for 2014.

See Attached Specifications

For Information Contact:

Jack Stewart, Commissioner District #3

Phone: (405) 422-2427

Hours: Monday – Friday 7:00am to 3:00pm

Address: 1205 North Calumet, El Reno, OK 73036

If you have any questions or need additional information, please contact:
Sherry Murray, Purchasing Agent, 405.295.6125 or 405.422.2441
smurray@okcana.cogov.net

Canadian County – District 3

This agreement is made and entered into this _____ day of _____, 2014, by and between Canadian County District 3 (hereafter referred to as the "County") and _____ (hereafter referred to as the "Contractor").

This agreement is for labor and equipment to mow on section line right-of-ways in Canadian County District 3. The agreement will not extend beyond c.y. 2014. Payment is based on \$_____ per mile at 15ft wide.

Billing shall be done by invoice to Canadian County District 3 attention Jack Stewart at fax number (405)422-2429.

The County will evaluate the Contractor's performance and withhold payment for substandard work. Prior to payment, the County may inspect the work and require that deficiencies be corrected prior to payment. It shall be the Contractor's responsibility to inspect the work of his/her employees and to contact the County of an inspection before submission of an invoice. After the Contractor gives completion notice to the County, the County shall have five working days to perform the inspection. If the County does not perform its inspection within these five working days, the Contractor is relieved of performing remedial work.

Contractor's Equipment-General Mowing

Rotary or frail mowers will normally be required in the mowing of all right-of-way. All mowers must be equipped with either safety chains or the manufacturer's safety device to prevent damage to property caused by flying debris propelled out from under the mower. The chains shall be a minimum of 5/16-inch in size, spaced so each chain is in contact with the adjacent chain (NO gaps), and of sufficient length to drag the ground when mowing at a level cutting height up to 7-inches on level ground.

Sickle mowers may be used around bridges, culverts, sign posts, mailboxes, delineators, guardrail, or other areas not accessible by rotary or frail mowers.

The Contractor shall furnish equipment in satisfactory working condition and in sufficient quality to perform the work as specified. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut on vegetation at all times.

Tractors shall be equipped with yellow flashing or strobe lights (2) and a slow moving vehicle sign.

The CW 21-7E "48" X 48" Mowing Ahead" sign is to be used in advance of mowing.

The "Mowing Ahead" sign is to be placed on the roadway shoulder such that it is easily read by passing motorists. As the work progresses, the signs shall be moved forward to maintain a maximum 2-mile spacing between the signs and the mowing operations.

Signs shall be removed daily when mowing operations for the designated area are complete.

Contractor's Personnel

The Contractor's employees, officers, agents, and subContractors shall at no time identify themselves as being employees of the County. Employees shall wear appropriate safety clothing (such as vests) that satisfies the Manual of Uniform Traffic Control Devices.

All drivers of the Contractor's equipment shall at all times possess and carry a valid and proper driver's license.

The Contractor's employees shall be properly trained and professional in their performance of their duties. The County may require that the Contractor remove from the job employees who endanger persons or property, display impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of the County and/or the traveling public.

Should the Contractor employ workers who cannot speak minimal English, they shall be provided with a card (preferably laminated) that they can produce to a law-enforcement officer, indicating the mowing Contractor's name/address and the Contractor's insurance agent.

Location of Service

The location of service includes all County section line right-of-ways east of the Blaine County line to Red Rock Road and from 248th Street on the north to 164th Street on the south. This will include the Jessie Chisholm Gravesite marker area.

Mowing shall be from pavement edge. A sight triangle at intersections (section corners) shall be created by mowing full width (to fence line) for 150 feet each center of intersection.

The County will initiate all mowing through work orders. This may be either verbal or written. Work shall not proceed until the County Commissioner for District 3 has authorized such.

The mowing shall be performed during daylight hours, and may be performed 7 days a week. However, the County reserves the right to modify any tentative mowing schedule, including discontinuing mowing services, and to deny access for particular areas in times of special events.

The Contractor shall be responsible for storing his supplies and equipment. Equipment may be left parked on County right-of-way provided there is at least a 50-foot clear zone between the road edge and the nearest portion of the equipment. The County shall not be liable for the Contractor's equipment in any way.

The County desires that the turf height be at 3 inches, whether mowed by machine or by hand.

Mowing shall not be performed when the ground conditions or terrain are such that the tires will tear up the slopes. Any damage to the surface shall be repaired by the Contractor at no additional cost to the County. Some areas will have to be skipped if too wet, the areas of which will be deducted from the next payment. In regard to these wet areas, the Contractor shall use his/her good judgment whether or not to mow them, as determined by how much rutting will be caused. If the County specifies that wet area(s) be mowed, then the Contractor will be relieved of repairing rut damage.

The cost to repair or replace any concrete head walls, culverts, trees, shrubs, bridges, delineator posts, sign posts, mailboxes, guardrail, fences, utility poles or any other appurtenance of the roadway facility, when damaged by the Contractor, shall be the responsibility of the Contractor, repaired to the satisfaction of the County.

The Contractor shall mow the pass closest to the traffic in a direction opposing the flow of traffic, unless otherwise approved by the County. All other work sequencing shall be up to the Contractor, although the County reserves the right to alter the sequencing if the public safety requires it.

Termination

This Contract may be terminated, without recourse, in the following circumstances:

For Convenience – The County or Contractor may terminate this Contract by giving thirty (30) days written notice.

For Cause – The County may, by written notice to the Contractor, terminate the Contract for any of the following reasons:

The Contractor discontinues provides as required by the Contract

The Contractor takes any action pertaining to the Contract without the approval of the County and which, under the conditions set by this Contract, would have required the approval of the County.

The commencement, execution or timely completion by the Contractor is, for any reason, rendered improbable, impossible or illegal.

The Contractor shall be in default under any provision of the Contract.

Mutual Agreement – By mutual agreement and consent of the parties hereto this Contract may be terminated upon sixty (60) days written notification.

Hold Harmless Clause

The Contractor shall indemnify and save harmless the County, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the County, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said Contractor of its servants, agents, and subcontractors, in doing the work and rendering the services Contracted for, or by or consequence of any negligence in operation or any improper material or equipment used, or by or on account of any act or omission of said Contractor or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

Prior Understandings

This Contract incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

Amendments or Modification of Contract

No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the County shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

Governing Law And Venue

Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Contract shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of Canadian County. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Canadian County, Oklahoma.

Insurance

Contractor shall maintain at all times during the term of this contract, with an insurance carrier reasonably acceptable to the County and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article:

Workers' Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate (but in no event less than \$100,000) Employer's Liability Insurance.

Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. Seq. or successor or amendatory statutes):

Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.

Property Damage Liability in the amount of not less than \$100,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.

Combined aggregate liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.

A Comprehensive Auto policy with a minimum limit of not less than One Million Dollars (\$1,000,000) damage, providing coverage for at least any and all leased, owned, hired, or non-owned vehicles used in any of Contractor's activities pursuant to this agreement, with any self-insured retention not exceeding One Hundred Thousand Dollars (\$100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

Contractor shall furnish the County with a certificate evidencing the existence of all such insurance coverage; and the certificates evidencing the existence of the insurance coverage specified in these specifications. Said insurance coverage shall provide that the County is additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to the County. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma

Records

The Contractor and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the County or any of its duly authorized representatives and the State Auditors and Inspectors at any reasonable time during the term of work on the contract, and for three (3) years from date of final payment to the Contractor by the County for work performed hereunder.

Headings

Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

Assignment

The Contractor shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts of any portion thereof, or of his right, title, or interest therein, without written consent of the County. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No subcontracts, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds.

Notices

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Contract shall be in writing and shall be deemed to have been properly given or sent:

If intended for the County, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to County as:

Jack Stewart, County Commissioner

201 N. Choctaw

El Reno, OK 73036

If intended for Contractor, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to Contractor as:

Severability

If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

Payment of Claims

The Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract.

Breach of Contract

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the County cause to cancel this contract on seven (7) days written notice to the Contractor. The County then reserves the right to re-award the contract to the next lowest responsible bidder –OR- should this contract be awarded to multiple vendors, the County may utilize those vendors. In the event of cancellation of this contract, the Contractors shall not be entitled to damages and agrees not to sue the County for damages thereof. After notice of cancellation, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the County because of the cancellation, agrees to indemnify the County for its costs in procuring the services of a new Contractor.

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement on the date first written above.

Contractor:

By:

State of Oklahoma)

County of Canadian)

Subscribed and sworn to before me this ____ day of _____, 2014.

Notary Public

My Commission Expires:

Commission No.:

By:

Approved as for Form & Legality

Paul W. [Signature] 4-14-14

Statutory Affidavit

Title 74 Okla. Stat. 85.22

STATE OF OKLAHOMA)

) SS:

COUNTY OF CANADIAN)

I, _____ of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to Canadian County. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of that contract.

2. That the Contractor has not paid, given, or donated or agreed to pay, give, or donate to any officers or employees of Canadian County any money of other thing of value, either directly or indirectly, in procuring this contract.

3. That no person who has been involved in any manner in the development of the Agreement while employed by the County which would result in a substantial duplication of the services required by this contract.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

Subscribed and sworn to before on this ____ day of _____, 2014.

Notary Public

My Commission Number: _____

My Commission Expires: _____



BLAINE COUNTY

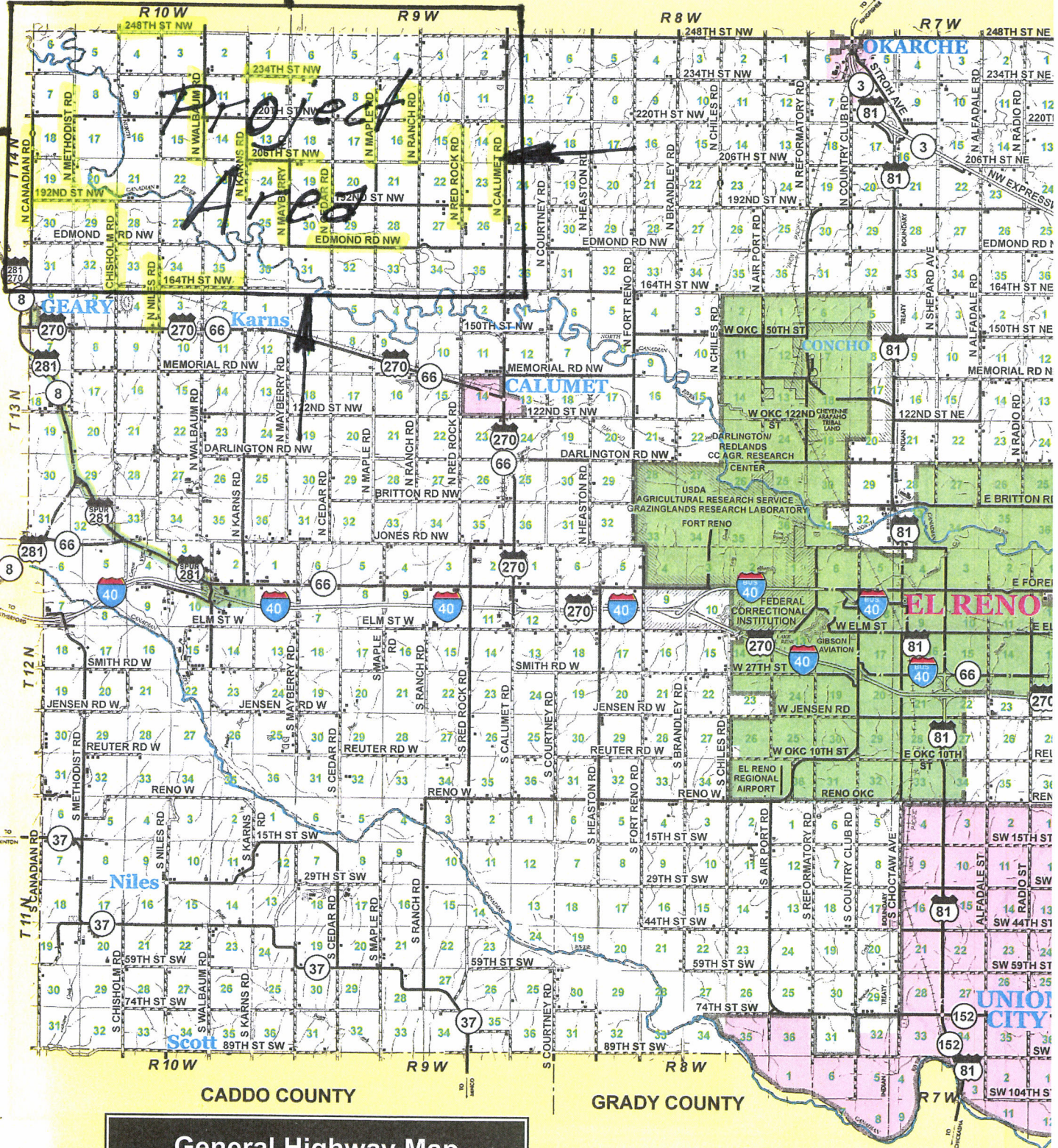
KINGFISHER COUNTY

BLAINE COUNTY

CADDO COUNTY

CADDO COUNTY

GRADY COUNTY



General Highway Map
CANADIAN COUNTY
 Oklahoma

DISC

The information used is obtained from local sources. We assume no responsibility for the accuracy of the charts. Any changes made in next years publication will be made in next years publication. Graphics, Inc. with any



**Canadian County
Purchasing**

Affidavit / Proof of Mailing

Date Issued: April 14, 2014
Bid Number: **2014-#21**
Closing Date: May 2, 2014 at 4:00pm
PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036
Opening Date: May 5, 2014 at 9:30am
Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

~ AFFIDAVIT ~
Mowing / District #3

State of Oklahoma)
County of Canadian) §

I, Sherry Murray, Purchasing Agent, in and for said County and State, do hereby certify that "Invitations to Bid" were sent to the following:

Bid News
project@bidnews.com

Brad's Lawn Service
1119 Sunset
El Reno, OK 73036

ePlan
4115 South Providence, Suite 105
Columbia, MO 65203

Francis Tuttle Vo-Tech Center
Attn: Bid Assistance – Judy Robbins
12777 N Rockwell
Oklahoma City, OK 73142

John Haworth
28025 Hwy 281
Geary, OK 73040

Just Knock Ground Services
Attn: Johnny Jones
245 N El Reno
El Reno, OK 73036

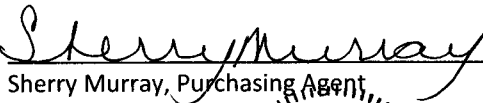
K & S Snow LLC
14160 W 122nd Street
Calumet, OK 73014

Kris & Shelly Johnson
4345 Hefner Road NE
El Reno, OK 73036

Online Data Services
3295 River Exchange Drive, Suite 213
Norcross, GA 30092

Pioneer Products LLC
Attn: Larry Zirkle
8 Pecan Drive
Stillwater, OK 74075

Witness my hand and seal this 14th day of April, 2014.


Sherry Murray, Purchasing Agent

(SEAL)





**Canadian County
Purchasing**

BID CHECKLIST

Date Issued: April 14, 2014
Bid Number: **2014-#21**
Closing Date: May 2, 2014 at 4:00pm
 PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036
Opening Date: May 5, 2014 at 9:30am
 Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

**TO HELP PREVENT BIDS FROM BEING REJECTED FOR LACK OF COMPLETION
PLEASE CHECK FOR THE FOLLOWING:**

Is the Invitation to Bid Signed and Notarized? _____

Are all applicable spaces filled in? _____

Are all necessary papers enclosed? _____

Is the Bid # and Opening Date on outside of return envelope? _____

Thank You,

Sherry Murray, Purchasing Agent