

PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS
STILLWATER, OKLAHOMA

"NOTICE TO BIDDERS"

Notice is hereby given that the Payne County Board of Commissioners State of Oklahoma, will receive sealed bids for the following:

**BID # 2019-58
REPLACEMENT PACKAGED ROOFTOP UNIT**

Bid documents may be picked up at the **Payne County Clerk's Office at 315 W. 6th, Suite 202, Payne County Administration Building, Stillwater, Oklahoma**, or you can request that the Bid Documents be E-mailed to you, call **405-747-8348** to request that they be mailed or E-mailed.

Bids should be mailed or hand delivered to the **Payne County Clerk, 315 W. 6th, Suite 202, Stillwater, OK. 74074**, Bids must be filed with the Payne County Clerk on or before **9:30 A.M. on JUNE 17, 2019**. **Bids must be sealed and clearly marked:**

**BID # 2019-58
FOR
REPLACEMENT PACKAGED ROOFTOP UNIT
OPENING: JUNE 17, 2019 @ 9:30 A.M.
PAYNE COUNTY FAIRBOARD DIRECTOR, COLIN CAMPBELL, (405) 377-1275**

The Board of County Commissioners, or their appointed representative, will evaluate all bids, and reserves the right to reject any or all bids, and reserves the right to waive any of the listed specifications. The Board of County Commissioners reserves the right to accept the bid determined to best serve the needs of Payne County.

Payne County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

**KYLA MCCOMBS
PURCHASING AGENT**



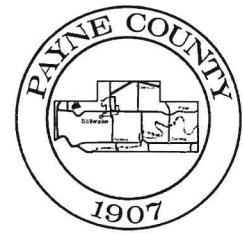
Glenna Craig

Payne County Clerk

315 W. 6th, Suite 202 Stillwater, Oklahoma 74074

Phone: 405-747-8310* Fax: 405-747-8304

countyclerk.paynecounty.org



BID # 2019-58

REPLACEMENT PACKAGED ROOFTOP UNIT

PAYNE COUNTY FAIRBOARD DIRECTOR, COLIN CAMPBELL

Vendor and or company representative,

Included in this correspondence you will find information regarding bid specifications, packet information, and instructions per the Payne County Commissioners who are requesting your company submit a bid for the enclosed project or materials.

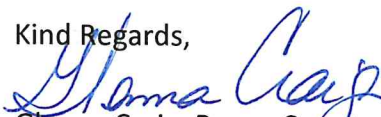
The enclosed packet has been developed and approved by the Payne County Commissioners, the content of the packet is per their instruction. The Payne County Clerk's office is the facilitator of the bid process and is required to receive and hold all sealed bids per Oklahoma State Statutes to present to the Board of Commissioners in an open session.

If you have any questions, in regards, to the pack content, specifications, and instructions please contact the following:

COLIN CAMPBELL, FAIRBOARD DIRECTOR- 405-377-1275

We appreciate your bid and time, in regards, to the process. We look forward to hearing from you.

Kind Regards,


Glenna Craig, Payne County Clerk

State of Oklahoma

All bids can be mailed or emailed to vendors upon request, or can be downloaded for completion from our website: www.countyclerk.paynecounty.org

CONTACT KYLA MCCOMBS-PAYNE COUNTY PURCHASING AGENT FOR EMAIL OR MAILED BIDS AT: kmccombs@paynecountyclerk.org

ALL BIDS MUST BE SUBMITTED BACK TO THE PAYNE COUNTY CLERKS OFFICE BY MAIL, OR IN PERSON SEALED BEFORE 9:30 THE DATE OF BID OPENING.



Glenna Craig

Payne County Clerk

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Phone: 405-747-8310* Fax: 405-747-8304

countyclerk.paynecounty.org



INVITATION TO BID

The Board of County Commissioners, Payne County, Oklahoma is seeking sealed bids for:

BID # 2019-58

REPLACEMENT PACKAGED ROOFTOP UNIT

BID # 2019-58

Date Published: MAY 22, 2019

Bidding Period Closing Date and Hour: JUNE 17, 2019 @ 9:30 A.M.

Sealed Bid Opening Date and Hour: JUNE 17, 2019 @ 9:30 A.M.

Location: "The Gloria Hesser Commissioners Meeting Room" Room 200, Payne County Administration Building.

Address: 315 W. 6th, Ste. 202, Stillwater, OK. 74074

Requesting Authority: PAYNE COUNTY COMMISSIONER

Payne County Fairboard Director, Colin Campbell

PHONE: 405-377-1275

Bid submissions are to be addressed to:

ATTN: Payne County Purchasing Agent

Payne County Clerk's Office

315 W. 6th, Suite 202

Stillwater, OK 74074

Please review the attached Terms and Conditions pertaining to the submission of this bid.

Please pay particular attention to item (1) of the Terms and Conditions. This item specifies how the bid envelopes are to be identified to prevent inadvertent or premature opening of sealed bids. Your compliance will ensure consideration of your bid by the awarding body. Late bids will not be considered. The Non-Collusions Affidavit bearing original signature must be notarized and returned with the bid submission.

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit for Filing with Competitive Bid
4. Specifications/Bid forms for desired item(s) (may be more than one page of information).

A handwritten signature in blue ink that reads "Glenna Craig".

**Glenna Craig, Payne County Clerk
State of Oklahoma
315 W. 6th, Suite 202
Stillwater, OK 74074**



Glenna Craig

Payne County Clerk

315 W. 6th, Suite 202 Stillwater, Oklahoma 74074

Phone: 405-747-8310* Fax: 405-747-8304

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TERMS AND CONDITIONS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID

NO EXCEPTIONS TO THESE TERMS AND CONDITIONS WILL BE CONSIDERED

1. Bids must be submitted on the included form only. Each bid shall be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed, showing the bid name and number in the lower left-hand corner.
2. All bids shall be entered on the Bid Form enclosed or a copy thereof. Bids are to be typewritten or in ink. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type model numbers descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of the contract with Payne County.
4. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.
5. The enclosed affidavit for Filing with Competitive Bid MUST be returned with the bid.
6. Payne County reserves the right to reject any and all bids and to waive any technicalities in the bidding.
7. Direct purchase of certain items of equipment or material by Payne County is exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases, the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax.
8. Bid must show number of days required for delivery under normal conditions. Contractor must keep the County advised at all times of the status of the order. For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval from the Purchasing Agent. Default in promised delivery date or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge the full increase of cost and handling to defaulting contractor.
9. Bidder agrees to defend and save Payne County from and against all demands, claims costs expense, damage and judgments based upon infringement of any patent to goods specified in this order or the ordinary use or operation of such goods by the County or use or operation of such goods in accordance with the bidder's direction.
10. If the bid requires a written contract, the successful bidders shall execute a written contract with the county within (10) days after submission of the contracts to said bidder.
11. This bid is submitted as a legal offer, and any bid when accepted by the County constitutes a firm contract.
12. **If the bid is \$50,000.00 or greater, Bidder must furnish a bid bond or cashier's check in the amount of 5% of the bid with bid submission.**
13. **If the bid is \$50,000.00 or greater, successful Bidder must be able to bond. (Performance, Maintenance and Payment Bonds)**
14. Successful bidder will be required to furnish their own Workmen's Comp and General Liability Insurance as required by Oklahoma State Law and by Payne County.



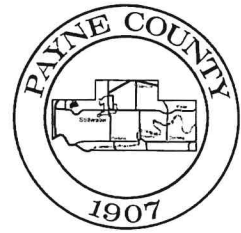
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S.A.&I. 425/1-4040 (2000)

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.

Firm: _____

Signed by: _____
(manual signature of undersigned)

Title: _____

Address: _____

City: _____ State: _____

Zip: _____ Tax ID: _____

Telephone (____) _____ Fax (____) _____

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

_____ Notary Public (or Clerk or Judge)

My commission expires: _____

Note:

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



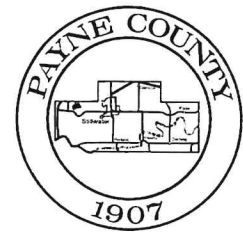
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BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto Payne 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 Payne County Commissioners a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: _____.

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 and 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.



Glenna Craig

Payne County Clerk

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Phone: 405-747-8310* Fax: 405-747-8304

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MAINTENANCE BOND

WHEREAS, the undersigned, _____ has executed a certain Contract dated the _____ of _____, 20____, designated and known as Contract for the **Replacement Packaged Rooftop Unit** including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____ as Surety, are jointly and severally, firmly held and bound unto the Payne County Commissioners (hereinafter "OWNER") in the sum of: _____ Dollars (\$_____) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the "OWNER" that the said improvements, including materials, workmanship and all work done under said contract were such that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project resolution of the duly appointed governing body of the "OWNER" and that at the expense of said Principal and/or Surety, that such work performed under said Contract shall be kept and maintained in a first-class condition for a period of one (1) year as herein provided that all pavement cracks, pavement failures, or pavement layer separation occurring or arising from any cause whatsoever within said period of one (1) year, shall be promptly repaired and at all times during the said period of one (1) year, maintained by said Principal and/or Surety, without NOTICE being given; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said project or any work connected therewith within ten (10) calendar days after NOTICE to said Principal by letter deposited in the United States mail, addressed to said Principal at: Payne County Commissioners, 315 W. 6th, Ste. 203, Stillwater, OK 74074

that the said Principal and Surety shall jointly and severally be liable to the Payne County Commissioners for the costs and expenses of making such repairs or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered this _____ day of _____, 20_____.



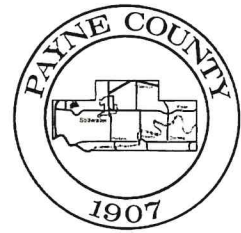
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ATTEST:

Principal: _____

By: _____
Witness as to Principal (Signature)

By: _____
(Signature)

Typed Name and Title
(SEAL)

Typed Name and Title

ATTEST:

Surety: _____

By: _____
Witness as to Surety (Signature)

By: _____
Surety's Agent (Signature)

Typed Name and Title

Typed Name and Title

(SURETY SEAL)

By: _____
Attorney-In-Fact (Signature)

Typed Name and Title

**NOTE: Date of Bond must not be prior to date of contract.
If contractor is partnership, all partners should execute bond.**

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.



Glenna Craig

Payne County Clerk

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PERFORMANCE BOND

_____, as Principal, and a corporation organized under the laws of the State of _____ as Surety, are held and firmly bound unto Payne County Commissioners, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal entered into a written Contract with Payne County Commissioners, dated _____, 20____, for **Replacement Packaged Rooftop Unit**, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of:

Payne County Commissioners, 315 W. 6th, Ste 203, Stillwater, OK 74074

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications, and if said Principal shall protect and save harmless Payne County Commissioners from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Contract resting upon said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this ____ day of _____, 20 ____.

ATTEST:

Principal: _____

By: _____
Witness as to Principal (Signature)

By: _____
(Signature)

Typed Name and Title

Typed Name and Title

(SEAL)



Glenna Craig

Payne County Clerk

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ATTEST:

Surety: _____

By: _____
Witness as to Surety (Signature)

By: _____
Surety's Agent (Signature)

Typed Name and Title

Typed Name and Title

(SURETY SEAL)

By: _____
Attorney-In-Fact (Signature)

Typed Name and Title

**NOTE: Date of Bond must not be prior to date of contract.
If contractor is partnership, all partners should execute bond.**

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.



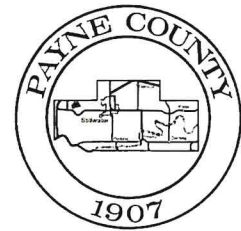
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STATUTORY BOND

NO. _____

We, _____ as Principal, and _____, a Corporation organized under the laws of the State of _____, as Surety, are held and firmly bound unto the State of Oklahoma, in the amount of _____ dollars (\$ _____) for the payment of which we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____

WHEREAS, the said _____ did on the **Replacement Packaged Rooftop Unit;**

And WHEREAS, this bond is given in compliance with Oklahoma Statutes Annotated, 1941, Title 61, Sections 1 and 2, as amended;

NOW THEREFORE, the condition of the above obligation is such that, if the Principal shall pay all indebtedness incurred for labor, materials or rental of machinery or equipment furnished in the construction of said public building or in making said public improvements, then this obligation shall be void, otherwise to remain in full force effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST:

Principal: _____

By: _____
Witness as to Principal (Signature)

By: _____
(Signature)

Typed Name and Title

Typed Name and Title

(SEAL)

ATTEST:

Surety: _____

By: _____
Witness as to Surety (Signature)

By: _____
Surety's Agent (Signature)

Typed Name and Title

Typed Name and Title

(SURETY SEAL)

By: _____
Attorney-In-Fact (Signature)

Typed Name and Title

The Payne County Expo Center intends to replace one 60 ton existing packaged rooftop unit on the Expo Hall with similar new unit. The work will include the removal and disposal of the existing unit, purchase and installation of the new unit, any required connections such as controls, natural gas, electric and ductwork, removal and replacement of curbing if necessary, roofing work as needed to maintain a sealed building. The contractor will also be responsible for equipment startup and adjustment to ensure proper operation, training of Expo staff on maintenance and operations, and submittal of manuals and warranties. Specify in bid length of time to receive new unit and length of time to remove existing unit and install new unit. Bidder must comply with Expo Center event schedule.

The basis of design product for the replacement packaged rooftop unit is a Trane Model Number SFHFC604HH10C67D1001DFG 60 ton unit. The unit bid must meet or exceed the basis of design product specifications, warranty and performance.

BID # 2019-58
REPLACEMENT PACKAGED ROOFTOP UNIT
COLIN CAMPBELL, FAIRBOARD DIRECTOR

Replacement Packaged Rooftop Unit

One Packaged Rooftop Unit:	\$
Removal, Installation & Disposal (including any required connections such as controls, utility connections, ductwork, necessary removal & replacement of curbing, roofing, sealing and training of staff):	\$
Time to Receive New Unit:	
Time to Install New Unit:	
TOTAL:	\$

Name of Company:

Attention:

Address:

City and State:

Phone Number:

***I understand that the work will have to be done around the Expo Center Event Schedule.**

Signature

Date

PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS
STILLWATER, OKLAHOMA

BID # 2019-58
REPLACEMENT ROOFTOP UNIT

I, Kyla McCombs, Purchasing Agent for Payne County do hereby certify that the following vendors were issued an "Invitation To Bid" for "REPLACEMENT ROOFTOP UNIT" for PAYNE COUNTY FAIRBOARD DIRECTOR, COLIN CAMPBELL. The bids were sent out on MAY 22, 2019. The opening is scheduled for JUNE 17, 2019 @ 9:30 a.m.

Vendors:

Advantage Plumbing, Heating & Cooling (email)
Attn: Bids
PO Box 196
Stillwater, OK 74076
405-533-2483
macy@advantagephcok.com

Air Control Inc (email)
4212 Sierra Lane
Stillwater, OK 74074
405-377-6528
airctrl@sbcglobal.net

Air-O Heating & Air Conditioning, Inc. (email)
3518 S Boomer Rd
Stillwater, OK 74074
405-377-3910
accountspayable@air-o.com

B & L Heating & Air Conditioning, Inc (email)
Attn: Roy Layes
1907 McMurtry Rd
Stillwater, Ok 74075
405-372-2665
zelma@blhvac.com
roy@blhvac.com

Cowboy Plumbing & Heating (mail)
5519 W 56th St
Stillwater, OK 74074
405-377-0650

Hardesty Team Plumbing & HVAC (email)
Attn: JC Glidewell
jc@hardestyteam.com
405-521-0101 ext. 346

LK Wilson Companies (mail)
213 S Main St
Stillwater, OK 74074
405-372-7300

Omni Mechanical Services (email)
Attn: David Lam
5918 S 129th E Ave
Tulsa, OK 74134
918-250-5590
david.lam@omnimechanical.net

Sitton Enterprise Heating & Cooling (email)
2310 E Marcus
Stillwater, OK 74075
405-780-3034
sittonhc@rocketmail.com

Stolhand Heating & Air Conditioning (email)
Attn: Josh Fields & Darrell
704 N Main
Stillwater, OK 74075
405-372-1124
stolhand@stolhand.com
josh@stolhand.com