

Creek County Clerk  
 County Purchasing Office  
 Collins Building Annex  
 317 E. Lee Room 100  
 Sapulpa, Ok. 74066  
 918-227-4909



Creek County Clerk  
 Jennifer Mortazavi  
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[www.creekcountyclerk.org](http://www.creekcountyclerk.org)

### INVITATION TO BID

BID NUMBER	BID CLOSING DATE & HOUR	DESCRIPTION	DATE ISSUED
22-10	5/9/22 8:59 A.M.	Railroad Tank Car-Culvert	4/25/22 Page 1 of 4

### TERMS AND CONDITIONS

- Sealed bids will be opened in the Commissioner's Conference Room, SUITE 103, COLLINS BUILDING ANNEX TO CREEK, County Courthouse, Sapulpa, Oklahoma, at the time and date shown on the invitation to bid form.
- Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with complete vendor name, address, bid number and closing date written on the outside of the envelope. **Bids must be marked "Railroad Tank Car-Culvert" Bid #22-10 & received in the County Clerk's office at 317 E. Lee Room 100 Sapulpa, OK. 74066 by 8:59 a.m. May 9, 2022.**
- The bid will be awarded to the lowest/best bidder(s) as determined by the county.
- Unit prices will be guaranteed correct by the bidder. County reserves the right to accept or reject any or all bids and to waive informalities or minor irregularities in any bid. Successful bidders must verify workers' compensation coverage & general liability of company & outsource.
- The business relationship affidavit and non-collusion certification must be returned with all sealed bids.
- To allow future energy/fuel cost adjustments/surcharge the vendors shall establish a base rate and attach the surcharge scale.**
- Bidder is responsible to adhere to all provisions pertaining to Federal laws, American Rescue Plan Act & Oklahoma State Statutes.
- The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- Firm fixed prices will be F.O.B. destination.
- Purchases by Creek County, Oklahoma, are not subject to state or federal taxes.
- This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
- The County reserves the right to terminate the contract with a 30 day written notice of termination for convenience.
- The County reserves the right to terminate the contract without notice due to non-performance to any & all portions of the bid award.
- Bids will be firm for 30 days.

Vendor: \_\_\_\_\_ Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Business Relationships Affidavit**

Bid 22-10 6 Railroad Tank Car - Culvert

State of Oklahoma )  
 )SS  
County of \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

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

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

Signature of Affiant \_\_\_\_\_

**S.A.&I. 425 (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 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.

Bidder: \_\_\_\_\_

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

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

Commission # \_\_\_\_\_

Expires \_\_\_\_\_

Notary Public (or Clerk or Judge)

Notary Public (or Clerk or Judge)

S. A. & I. 1-4001 (2005)

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.

Item	Unit price per foot picked up at plant	Unit price per foot delivered - District 1 Barn	Unit price per foot delivered - District 2 Barn	Unit price per foot delivered - District 3 Barn
<b>Railroad Tank Car- Steel Culvert</b>				
8'				
8.5'				
9'				
9.5'				
10'				
<b>Half Railroad Tank Car- Steel Culvert with 5/16" steel floor &amp; head walls</b>				
8'				
8.5'				
9'				
9.5'				
10'				
<b>10' x 40' x 1/2" thick wall steel riveted tanks</b>				
<b>18" to 24" tapered galvanized pipes</b>				

Vendor: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_