

Invitation to Bid
6 Month Road Materials Bid # 2526-2
January 1, 2026 – June 30, 2026

Date Published: November 20, 2025

Bidding Period Closing Date and Hour: **December 1, 2025, 8:35 am**

Requesting Authority: Board of Adair County Commissioners

Bid submissions are to be mailed to:

Adair County Clerk
Post Office Box 169
Stilwell, Oklahoma 74960
Attention: Daniella Walker

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.

Included in this packet is a Non-Collusion Affidavit which must be signed and submitted as part of the bid.

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit of Non-Collusion
4. Affidavit for filing with Competitive Bid
5. Specifications
6. Bid Form

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. Be sure the envelope is completely and properly identified and sealed, **showing the bid name and number in the lower left-hand corner.** DO NOT MAIL BACK UNUSED FORMS.
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, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in 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 Adair County.
4. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.
5. The enclosed Non-Collusion Agreement MUST be returned with the bid.
6. Adair 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 Adair 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, authorized 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 Adair 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 use or operation of such good in accordance with the bidders' direction.
10. Successful bidder will be required to furnish their own Workman's Compensation Insurance and General Liability as specified in the bid packet.

AFFIDAVIT OF NON-COLLUSION

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 discussion 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.

(Typed/Printed)

Name: _____ Title: _____

Signature: _____

Firm: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Subscribed and sworn before me this _____ day of _____, 202_____.

Signature: Notary Public

My Commission expires _____

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF OKLAHOMA)

) SS

COUNTY OF ADAIR

_____, 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.

Bidder:

Signature

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

