



**CLEVELAND COUNTY PURCHASING
CLEVELAND COUNTY OFFICE BUILDING
NORMAN, OKLAHOMA**

INVITATION TO BID

Please review the terms & conditions and bid regulations on pages 2, 3 & 4 relating to submission of this bid.

Please mark your bid envelope clearly,
"SEALED BID #FB-2204/CLOSING 6-18-26

BID NUMBER: #FB-2204

ISSUE DATE: 5-26-26

BID CLOSING DATE & HOUR
6-18-26 @ 4:30 P.M.

BID OPENING DATE & HOUR
6-22-26 @ 1:00 P.M.

RETURN BIDS TO:

Keri Lyles, Purchasing Agent
CLEVELAND COUNTY PURCHASING
201 S. Jones, Suite 240
Norman, OK 73069
Phone Number: 405-366-0224
Email: klyles@clevelandcountyoak.com

DESCRIPTION: Complete irrigation system designed and installed for the Cleveland County Fairgrounds. The system should be divided into four (4) zones based on how the property is laid out. The location is 615 E Robinson - Cleveland County Fairgrounds. There will be a Mandatory Meeting on Wednesday, June 10, 2026 at 10:00 a.m. at Cleveland County Fairgrounds located at 615 E. Robinson, Norman.

Did you attend the Mandatory Meeting? Yes ___ No ___

Bidder's FEI/SSN: _____

Installation Start: _____

Company: _____

Completion Date: _____

Address: _____

Installation Warranty: _____

Contact Name: _____

BID TOTAL: \$ _____

Phone Number: _____

Please attach to the bid a detailed proposal of the job you are bidding.

Fax Number: _____

Email Address: _____

THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED

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 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 perspective contract or any other terms of said prospective contract; or in any discussion between bidders and any County Official concerning exchange of money or 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 Cleveland County (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.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, and corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Cleveland County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Cleveland County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Bidder's Name (Type or Print): _____

Bidder's Signature: _____

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

My Commission Expires: _____

NOTARY PUBLIC (CLERK)

CLEVELAND COUNTY
GENERAL TERMS AND CONDITIONS

1. Contract Type:

This bid is submitted as a legal offer and any bid when accepted constitutes a firm contract. **HOWEVER, COUNTY RESERVES RIGHT TO RE-BID AT ANY TIME.** Firm Prices will be F.O.B destination.

2. Preparation of Bids:

- a. Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- b. Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink. Penciled bids, faxed or emailed bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- c. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn "Statement of Non-Collusion" with original signatures. Bids without a notarized signature or seal will be rejected. Affidavit is supplied on front page of Invitation to Bid. **NOTE: NEW REQUIREMENT!! "AFFIDAVIT FOR PAYMENTS AND CONTRACTS" MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH YOUR BID.**
- d. Unit prices will be guaranteed correct by the bidder.
- e. Recipients of this solicitation not responding with a bid shall write **"NO BID"** on the front of the envelope being mailed.
- f. **PLEASE PUT ADDITIONAL BIDS IN SEPARATE SEALED ENVELOPES.**

3. FOB Destination and Shipping Instructions:

Unless otherwise specified, all goods are to be shipped pre-paid, F.O.B. Destination. F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The county assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

4. Delivery:

For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Agent or appropriate buyer with respect to delivery under this contract. Time is of the essence and the order is subject to termination for failure to deliver as specified.

5. Amendments to Invitation to Bid:

- a. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- b. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment form. The Cleveland County Purchasing Department must receive the acknowledgement by the opening time and date specified for receipt of bids.

6. Rejection:

All goods or materials purchased herein are subject to approval by the end user. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the end user or returned, will be at the Vendor's risk and expense.

7. Bid Compliance:

The County reserves the right to reject any bid that does not comply with the requirements and specifications of the solicitation. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidders liability to the County.

8. Evaluation and Award:

- a. The County shall evaluate bids in response to this solicitation and will award a contract based on lowest and best criteria in accordance with Oklahoma Statutes.
- b. Acquisition based on lowest and best criteria which includes, but not limited to, the operational cost the County, quality and/or technical competency, delivery and /or implementation schedule, maximum facilitation, data exchange and/or integration, warranties, guarantees, return policy, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.
- c. The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- d. The County reserves the right to accept by item, group of items or by the total bid.
- e. The County may award multiple contracts for the same or similar to two or more sources under this solicitation.

**CLEVELAND COUNTY
GENERAL TERMS AND CONDITIONS CONTINUED**

9. Notice of Award/Rejection Letter:

A letter and bid summary will be furnished to each bidder after bid is approved/awarded by the Board of County Commissioners. The awarded vendor must contact the Department listed for order information. No order may be placed without a purchase order being issued by Cleveland County.

PURCHASING AND BID REGULATIONS:

BID PROCEDURES

A Bid selection. If no bids are received and a new bid is not issued, the County Purchasing Agent may solicit telephone quotes from three or more vendors selected at random and select the lowest and best bid.

B Formal requirements on bid form.

1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
2. This form must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all its provisions.
3. Bids and any bid amendments thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package or container. **BIDDER NAME, BID NUMBER AND BID CLOSING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**

C Bid Contents – Terms and Conditions

1. **Entire Agreement.** The General Terms & Conditions of this solicitation, together with the specifications and any other documents made a part of the bid package, shall constitute the entire agreement between the parties. The selected bidder will be required to enter into a contract approved by the Cleveland County District Attorney's office within 30-days. Failure to do so will result in the bid award being retracted and the award going to the next selected bidder or rebid.
2. **Addendums.** An addendum will be issued for any changes or waivers of specifications, terms, or conditions of a bid. This addendum must be issued by the County Purchasing Department.
3. **Offer Firm for Thirty Days.** Bid prices will be firm until approved by the Board of County Commissioners or for 30 calendar days from the bid opening date.
4. **Unit and Total Prices.** Prices per unit should be clearly shown and extended. Bidder guarantees the unit price to be correct.
5. **Items to be New.** Unless otherwise stated with the solicitation, goods, materials or equipment offered are to be new and of current design.
6. **Shipping Instruction.** Firm price should be F.O.B. destination unless otherwise specified. The bidder shall prepay all packaging, handling, shipping & delivery charges.
7. **Inspection and Rejections.** All goods and materials shall be subject to inspection by the receiving officer. Any goods not in complete conformance with the contract specifications, defective in material or workmanship, or found to contain latent defects, may be rejected. Such goods are to be removed and replaced by and at the cost of the vendor promptly after notification. The costs of inspection and risk of loss shall be borne by the vendor.
8. **Exemption from Taxes.** Purchases made by the County are exempt from State Sales Taxes (68 Okla. Stat. 71&23532) and from Federal Excise Taxes (Chapter #32 of the Internal Revenue Code). These taxes should not be included in price quotation.

D Submission Procedures

1. **Sealed Envelope.** Bids must be submitted in a sealed envelope with the name and address of the vendor, the bid number and date and time of closing clearly marked on the outside of the envelope. See illustration.

Vendor name Vendor address Bid # Date Time	Cleveland County Purchasing Attn: Keri Lyles 201 S. Jones, Suite 240 Norman, OK 73069
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PURCHASING AND BID REGULATIONS CONTINUED:

2. **Where to Submit.** File the bid proposal with Cleveland County Purchasing, either by mail or in person, before 4:30 p.m., on Thursday, June 18, 2026. Bids received after this time will be rejected and returned unopened. All bids will be opened at 1:00 p.m., Monday, June 22, 2026, during the County Commissioners' meeting held at 201 S. Jones, Suite 200, Norman, OK 73069.
3. **Change or Withdrawal of Bid.** A bid may not be changed or withdrawn after it has been received unless changes are to be made by submission of a substitute bid or a letter may be submitted to the Purchasing Agent withdrawing a bid before the bid due date which will be returned to the vendor.
4. **Late Bids.** The time/date stamp in the Cleveland County Purchasing Department shall be the official time of receipt. Bids received after the due date & time listed on the solicitation will be rejected. Late bids shall not be accepted. Late bids will be returned to the vendor unopened.
5. **Bid Questions**
If you have any questions regarding the bid specifications, contact Charles Hamilton, Fair Grounds Manager, (405) 360-4721.
If you have any questions regarding the bid deadlines, etc., contact Keri Lyles, Purchasing at (405) 366-0224.
6. **Payments.** For prompt payment of all invoices, please submit original invoice with reference to the Cleveland County purchase order number, to the ordering agency. Upon receipt of properly executed invoice and receiving report from the ordering agency, payment will be processed. If the original invoice and receiving report are received by the Invoice Clerk by 11:00 a.m. on Fridays, payment will be processed for the following second Monday. If the invoice totals \$25,000.00 or more, the attached "AFFIDAVIT FOR CONTRACTS AND PAYMENTS" must be filled out, notarized and included with this sealed Invitation to Bid.

E Grounds for Rejection

Any bid which does not meet the requirements or specifications of the solicitation or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.

F. Open Records

All bids received are subject to the Oklahoma Open Records Act, and as such, may be acquired and distributed by the County as requested.

TERMINATION

Subject to the provisions below, the contract award derived from this Invitation to Bid may be terminated by either party upon thirty (30) days advance written notice to the other party: but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

1. Termination of Convenience

This contract award shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

2. Termination for Default

Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

3. Immediate Termination

Immediate termination shall be administered when violations are found to be an impediment to the function of the County and detrimental to its cause, or when conditions preclude the 30 day notice.

AFFIDAVIT FOR CONTRACTS AND PAYMENTS

Cleveland County Oklahoma

STATE OF OKLAHOMA]
] ss
COUNTY OF CLEVELAND]

The undersigned (architect, contractor, supplier or engineer), of lawful age, being the first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (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 other thing of value to obtain or procure the contract or purchase order.

(Contractor, architect, supplier or engineer)

Attested to before me this _____ day of _____, 20____.

(Notary Public (or Clerk or Judge)

Note: Any county, municipality or school district executing a contract with any architect, contractor, supplier or engineer for construction work, services or materials which are needed on a continual basis from such architect, contractor, supplier or engineer, may require that the architect, contractor, supplier or engineer complete a signed affidavit as provided for in Title 62 Sect. 310.9.A which shall apply to all work, services or materials completed or supplied under the terms of the contract or contracts.

Internal Use Only:

Business or Individual name: _____

Address: _____

Contact: _____

Telephone Number: _____

Affidavit good thru: _____

BUSINESS RELATIONSHIP AFFIDAVIT

TO BE SUBMITTED WITH BID REQUIRING LABOR AND MATERIALS

STATE OF _____)
) S. S.
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 nature of any partnership, joint venture, or other business relationship presently in effect or 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 or 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 hereinabove mentioned exist, Affiant should so state. Attach additional sheet if necessary.)

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

(Notary Public, Clerk or Judge)

My Commission Expires: _____

SPECIFICATIONS FOR CLEVELAND COUNTY BID #FB-2204:

The specifications provided for this bid are guidelines intended to insure adequate and quality products for the County. The Board of County Commissioners may accept any variation from these specifications if the changes are found to be in the best interest of the County. The intent of the Board of County Commissioners is to provide the best product or service available for the lowest price.

Cleveland County reserves the right to reject any and all bids, to award the bid to other than the low proposal, to waive irregularities and/or formalities, and in general to make award in the manner as determined to be in the Board's best interest and its sole discretion.

The bid specifications are not intended to mention every particular item which is required for this project, but is intended to provide a basic description and requirements. The contractor shall include with their bid, a written proposal of all items proposed for installation and/or procedure to be followed. Each such proposal shall include a complete description of the proposed product and/or procedure, including all data necessary to demonstrate acceptability. The contractor shall not purchase materials or execute any procedure before receiving approval from Cleveland County.

GENERAL:

The specifications provided for this bid are guidelines intended to seek a qualified vendor for the installation of a New Irrigation System located at the Cleveland County Fair Grounds, located at 615 E. Robinson St, Norman, OK. The system will need to have four (4) zones.

SPECIFICATIONS FOR CLEVELAND COUNTY BID #FB-2204 CONTINUED:

MINIMUM REQUIREMENTS:

An on-site MANDATORY MEETING will be held on June 10, 2026 at 10:00 a.m. If the meeting is not attended you are not eligible to bid the project. This is to ensure accurate measurements and scope of work is explained. All Vendors will be responsible for obtaining their own measurements. Cleveland County will not be responsible for Vendors mis-measurements.

- ◆ A Licensed Contractor must perform the Construction!
- ◆ The Contractor shall include with their bid, a written proposal of all items proposed for this type of service. Each such proposal shall include a complete description of the proposed products and procedures to be done. name of equipment being used and the warranty, as well as the installation warranty.

- ◆ The Contractor shall warranty all work at the completion of the project for a minimum of 2 years and materials for a minimum of 20 years manufacturer's warranty.
- ◆ All work performed and equipment and materials furnished shall meet requirements and recommendations of applicable portions of governing local, state and national ordinances, codes and regulations.
- ◆ Contractor shall give to the proper authorities all requisite notice relating to the project. Contractor shall have authorized inspectors inspect the facility and all violations of the law shall be the responsibility of the contractor.
- ◆ Invoices will be submitted upon completion of project. Payment will be made within established Cleveland County Purchasing guidelines.

An executed Business Relationship Affidavit and Non-Collusion Affidavit are required from all bidders.

The vendor shall coordinate with Charles Hamilton, Fair Grounds Manager, at 405-360-4721, for all work and timing.

Project summary:

We need a complete irrigation system designed and installed for the Cleveland County Fairgrounds. The system should be divided into four (4) zones based on how the property is laid out.

- New Convention Center Grounds.
- West Entrance off Porter Avenue
- Extension Center Grounds
- Southwest Parking Lot Perimeter & Islands

Zone Details:

1. New Convention Center Grounds

- Rotary heads for large turf areas
- Vacuum Breaker
- Timer/controller system
- Pressure-regulated spray heads for consistent coverage

2. West Entrance off Porter

- Rotary Heads for large turf areas
- Vacuum breaker
- Timer/controller system
- Pressure-regulated spray heads for consistent coverage

3. Extension Center

- Rotary heads for large turf areas
- Vacuum breaker
- Timer/controller system
- Pressure-regulated spray heads for consistent coverage

4. Southwest Parking Lot

- Rotary heads for large turf areas
- Vacuum breaker
- Timer/controller system
- Pressure-regulated spray heads for consistent coverage

CLEAN UP:

- Awarded vendor will be responsible for protecting the work area or site and maintaining it in a safe condition at all times.
- Work area or sites shall be free from accumulation of excess debris at all times.
- No equipment or material may be stored on County property without the prior approval of Cleveland County. Vendor is solely responsible for the security of all equipment and material during the performance of the job.

CERTIFICATIONS OF INSURANCE:

Certifications of Insurance: Liability Insurance, Workers' Compensation Insurance, in reasonable amounts. The Contractor shall name **Cleveland County** as an additional insured under said Public Liability Insurance.

The Board of County Commissioners reserves the right to reject any or all bids, to waive informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.

LIST EXCEPTIONS TO BID SPECIFICATIONS:

Fill in the following contact person information:

Name: _____
Title: _____
Address: _____
Telephone: _____
Fax: _____