

CLEVELAND COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

SERVICE AGREEMENT FOR CONSTRUCTION

CONTRACT made as of the 4 day of May, 2026

BETWEEN the COUNTY: The Board of County Commissioners of the
County of Cleveland
201 South Jones
Norman, Oklahoma 73069

Contact Person: Brian Wint, Project Manager
Address: Cleveland County Courthouse
201 S. Jones, Suite 260
Norman, Oklahoma 73069
Telephone Number: 405-366-0670

and the VENDOR: WSM MEP, Inc.
Address: 1349 E. Indian Hills Rd.
Norman, OK 73071

Contact Person: Cecily Odell
Telephone Number: 405-515-8200
Email: Cecily.o@wsmok.net.com

for the following maintenance or services: Bid #COM-2190

Installation of a new air handler for the Cleveland County Courthouse and business
offices located at 201 S. Jones and 200 S. Peters, Norman, OK.

This contract has been examined and approved as to legality by the District Attorney, Cleveland
County.

Assistant District Attorney

Date

THE COUNTY AND THE CONTRACTOR AGREE AS SET FORTH BELOW.

ARTICLE 1
SERVICES

1. The Contractor's submitted bid is part of this contractual agreement. This includes warranties, exclusions, additions and accepted alternates.
2. The Cleveland County Courthouse has an outdated Air Handler System that we are needing to replace. This will include the removal of the old unit and installation of a new unit and all the related components.
3. Other Performance Requirements
 - a. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract. Loss of required permit or license by the Contractor shall automatically terminate this contract.
 - b. The Contractor shall not reassign this contract, or any part thereof, or engage in any subcontract to provide the services herein without prior written approval of the County. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency.
 - c. In the performance of all services rendered under this contract, the Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.
 - d. Contractor assures that neither the Contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the County any money or other thing of value, either directly or indirectly, in procuring this contract herein.

ARTICLE 2
INSURANCE/LIABILITY

1. The Contractor agrees to maintain Workers' Compensation insurance to cover the acts of Contractor and its employees or agents regarding any services rendered pursuant to this contract.
2. If the project is for more than one hundred thousand dollars (\$100,000), the Contractor must maintain general liability insurance for the duration of the project.
3. If the project is for more than one hundred thousand dollars (\$100,000), Contractor shall present a performance bond or irrevocable letter of credit made payable to the County in the amount of the contract.
4. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act.
5. All work including equipment, materials and workmanship must carry a minimum of one (1) year warranty. If the bid required more than one (1) year of work, the Contractor must provide the warranty specified in the bid.
6. The Contractor agrees to indemnify and hold harmless the County for any negligent acts of Contractor in the performance of this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

1. Construction to begin after approved Contract/PO Substantial completion shall be 8 days Substantial completion may be adjusted if agreed to by both parties as set forth in Article 6 below. Any non-conforming work remaining must be completed within thirty (30) calendar days of substantial completion and is required before final payment or retainage release is made. Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the County until the contract is effective.
2. This contract may be terminated by the contractor with seven (7) calendar days written notice to the County if work has been stopped for thirty (30) consecutive days through no fault of the contractor.
3. The County may terminate the contract with seven (7) calendar days written notice to the Contractor. If the contractor has made financial purchases for materials or permits, the County shall reimburse the Contractor for those expenses, provided they were made prior to the date of the notice to stop or suspend work.

ARTICLE 4
CONTRACT AMOUNT

1. In accordance with the terms of this contract, the County will pay the Contractor an amount not to exceed \$312,888.00 unless amended in writing an approved by Contractor and the County, payable to the Contractor as set forth below.
2. The final sum will be subject to any approved change orders approved by the Board of County Commissioners.

ARTICLE 5
CHANGE ORDERS

- 1 A change in work must be agreed to by the County. If the amount of the contract is to change, the change shall be approved by the Board of County Commissioners.
- 2 All change orders must be submitted to the County and titled, "CHANGE ORDER REQUEST" and numbered sequentially. No change orders that have a financial impact will be paid unless approved first by the appropriate board.
- 3 Approved change orders will become part of this agreement and subject to the terms of this agreement.

ARTICLE 6
NOTICES

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notices shall be sent to the County at the physical address set forth below. Notice information may be updated in writing to the other

party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the County:

Cleveland County Board of County Commissioners or appropriate Authority
201 S. Jones
Norman, OK 73069

If sent to the Contractor:

ARTICLE 7
PURCHASE ORDER AND PAYMENTS

1. This contract is null and void unless the amount of the contract has been encumbered by the Cleveland County Clerk. Upon approval of this contract a Purchase Order Number will be issued by Cleveland County as set out below.
2. If the construction work is to be completed in sixty (60) days or less, there will only be a final payment. Payments for portions of non-conforming work will be withheld until corrected to meet the construction requirements.
3. Construction lasting longer than sixty (60) days may receive partial payments based on a percentage of completed work. An invoice must be submitted to the county with supporting documentation for payment.
4. The County may retain five percent (5%) of the contract amount to be released at the completion of the project.
5. If the contractor intends to receive partial payments, it is the responsibility of the contractor to submit to the County a Schedule of Values with this contract.
6. County shall only pay upon receipt of an invoice for services, which shall be submitted to the County not more than sixty (60) days from the day services were last rendered during the invoice month. Invoices shall be submitted to Cleveland County, c/o Brian Wint. The County agrees to make payment to Contractor within forty-five (45) days of receipt of a proper invoice.

ARTICLE 8
DISPUTES

In the event that a dispute cannot be resolved by the parties and litigation is needed, the parties agree jurisdiction and venue shall be in the District Court of Cleveland County, State of Oklahoma.

ARTICLE 9
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by

Oklahoma Law, including the County Purchasing Act, 19 O.S. §1500 et. seq., 19 O.S. §1, 19 O.S. §339 and Title 61 of the Oklahoma Statutes. This contract is awarded under solicitation Bid #COM-2190 WSM MEP, Inc. was the named vendor in the award pursuant to solicitation Bid #COM-2190.

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA

Chairman _____

Commissioner _____

Commissioner _____

ATTEST:

Pam Howlett, County Clerk

VENDOR:
WSM MEP, Inc.

By: Cecily Odell

Attest or Notary:

Alex Carroll

ALEX CARROLL
Notary Public, State of Oklahoma
Commission # 24004316
My Commission Expires 03-29-2028



CLEVELAND COUNTY PURCHASING DEPARTMENT
 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 #COM-2190/CLOSING 4/13/2026

BID NUMBER: #COM-2190

ISSUE DATE: 3/17/2026

BID CLOSING DATE & HOUR
 4/9/2026 @ 4:30 P.M.

BID OPENING DATE & HOUR
 4/13/2026 @ 1:00 P.M.

RETURN BIDS TO:

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

DESCRIPTION:

Installation of a new air handler for the courthouse and business offices located at 201 S. Jones and 200 S. Peters in Norman. This will include the removal of the old unit and installation of a new unit and all the related components. The County intends to use ARPA Federal Funds for the project and as such will need to comply with federal purchasing guidelines 2CFRR 200.
 Proj. Code #3.009/Obj. Code #54827

Bidders's FEI/SSN: 73-1004696
 Company: WSM M&P, Inc
 Address: 1349 E Indian Hills Rd
Norman OK 73071
 Contact Name: Cecily Odeh
 Phone Number: 405 515 8200
 Fax Number: NA
 Email Address: Cecily.O@wsmax.net

Main Unit Brand/Model: Temtrol-ITF
 Type/Brand of Purifier: AmosAir
 Warranty on Equipment/Labor: 2 yrs
 Total Bid Price: \$312,888.00
 Replacement Schedule - 8 days
 Mandatory pre-bid meeting: Tuesday, March 31, 2026 at 10:00 AM in the Commissioner's Conference Room at 201 S. Jones Suite W235 Norman, OK

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. I further state 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 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.

I am not a person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Cleveland County.

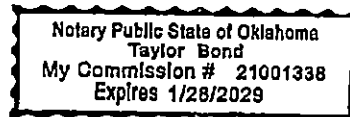
I further state that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Cleveland County,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

Bidder's Name (Type or Print): WSM M&P Inc

Bidder's Signature: Daniel Lee

Subscribed and sworn before me this 9 day of April, 2026.

My Commission Expires: 1/28/2029



Taylor Bond
 NOTARY PUBLIC (CLERK)

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. Pencil 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 bidder's 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	Cleveland County Purchasing Attn: Kerl Lyles 201 S. Jones, Suite 240 Norman, OK 73069
Bid # _____	
Date _____ Time _____	

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, April 9, 2026. Bids received after this time will be rejected and returned unopened. All bids will be opened at 1:00 p.m., Monday, April 13, 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 Brian Wint, Cleveland County Project Manager, at (405) 366-0670.
If you have any questions regarding the bid deadlines, etc., contact Kerl 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

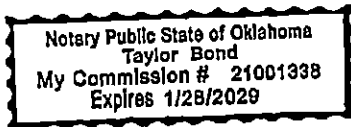
Cleveland County Oklahoma

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.

Cecily Odell
(Contractor, architect, supplier or engineer)

Attested to before me this 9 day of April, 2026.



Taylor Bond
(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: WSM MEP, Inc
Address: 1349 E. Indian Hills Rd
Norman, OK 73071
Contact: Cecily Odell
Telephone Number: 405-515-8200

Affidavit good thru: 4/20/26

BUSINESS RELATIONSHIP AFFIDAVIT

TO BE SUBMITTED WITH BID REQUIRING LABOR AND MATERIALS

STATE OF Oklahoma)
COUNTY OF Cleveland) S. S.

Cecily Dele, 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:

None

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:

None

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:

None

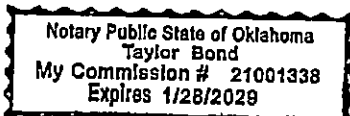
(If none of the business relationships hereinabove mentioned exist, Affiant should so state. Attach additional sheet if necessary.)

Cecily Dele

Subscribed and sworn to before me this 9 day of April, 2020.

Taylor Bond
(Notary Public, Clerk or Judge)

My Commission Expires: 1/28/2029



SPECIFICATIONS FOR CLEVELAND COUNTY BID #COM-2190:

The specifications provided for this bid are guidelines intended 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.

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 a Notice to Proceed via mail or email from Cleveland County.

The specifications for this bid are for installation of a new air handler for the courthouse and business offices located at 201 S. Jones Ave. The bid also includes removing and disposing of the old unit. The county intends to use ARPA federal funds for the project and as such will need to comply with federal purchasing guidelines 2CFR 200. Equipment to be American made.

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.

GENERAL:

The current equipment onsite is an old Bohn brand. The bid is to remove the old unit, internal workings, including filter rack, and install all new cabinets, variable drive motor, hot and cold coils, piping package for the hot coils and possibly the cold coils, actuators and air scrubber/purifier. The new unit must include any equipment and programming to connect to monitoring software using Bacnet (Allerton). Parts and equipment replacement items must be able to be purchased by the county maintenance department after warranty period from a local supplier. The county is planning on using ARPA monies to pay for the project and as such the vendor must follow all 2CFR200 requirements.

BID REQUIREMENTS:

A Mandatory Pre-Bid Meeting shall be held at the Cleveland County Courthouse in the Commissioner's Conference Room in suite W235 located at 201 S. Jones, Norman, OK 73071 on Tuesday, March 31, 2026 at 10:00 a.m. Bidders whom do not attend the mandatory pre-bid meeting will not be eligible to bid.

- ◆ Contractor will provide a proposal that includes a replacement schedule. Due to the building being occupied, ~~the county may~~ take into consideration the length and timing of the proposed replacement during the bid review process:

- ◆ Questions about the project may be e-mailed to Brian Wint, Project Manager at bwint@clevelandcountyok.com or call 405-366-0677. Question cut-off will be at 10:00 AM on April 2, 2026. Reply will be posted by April 3, 2026 at 10:00 AM.
- ◆ Contractor shall provide all freight, materials, labor, tools, accessories, equipment, and incidentals necessary for complete installation of equipment.
- ◆ Bid shall include a minimum 2-year warranty for labor and a minimum of 2-year warranty on equipment.
- ◆ Contractor shall be responsible for any damage caused that may occur due to his action or lack of action on the project site during construction.
- ◆ Contractor shall be responsible for their own measurements, material replacement.
- ◆ All bidders require a Bid Bond (Surety Bond) or Cashier's Check for five percent (5%) of the Contractor's bid. The Surety on such bonds shall be a surety company satisfactory to Cleveland County. Costs of such bonds and insurance are to be included in the bid price quoted. Attorneys-in-Fact who sign bonds must file with each bond a certified and effective dated copy of their Power of an Attorney.
- ◆ A Licensed Contractor must perform the construction
- ◆ All work performed, including 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 work. Shall have authorized inspectors inspect the facility and all violations of the law shall be the responsibility of the contractor.
- ◆ An executed Business Relationship Affidavit and Non-Collusion Affidavit are required from all bidders. (A Business Relationship Affidavit is included in these specifications).
- ◆ The awarded contractor shall execute a contract with Cleveland County within fifteen (15) days from the date of the bid award, in accordance with the terms set forth in these specifications and pursuant to the sample contract attached.
- ◆ The awarded contractor must be willing to work with Cleveland County on all scheduling as to make a lesser impact to the employees and business of the county.
- ◆ Contractor to provide onsite operation and troubleshooting training.
- ◆ The awarded contractor will need to include Bacnet compatible electronics with the install. We have Northwest Controls and the new equipment MUST interface with Allerton control/monitoring system.
- ◆ Payment will be made when the units are installed and 100% operational.

The awarded contractor shall furnish the following permits and certificates of Insurance to be delivered after the bid award date.

- ◆ All permits as required by law.
- ◆ Certifications of Insurance: Liability Insurance, Workers' Compensation Insurance, in reasonable amounts. The Contractor shall name Cleveland County as an additional assured under said Public Liability Insurance.

LIST EXCEPTIONS TO BID SPECIFICATIONS:

The Board of County Commissioners reserves the right to reject any and all bids, to waive any 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.

Please fill in the following information:

Contact Person: Celily Odell
Title: Estimator
Address: 1349 E Indian Hills Rd Norman, OK 73071
Telephone Number: 405 515 8200
Fax Number: NA



P.O. BOX 3967 PEORIA, IL 61612-3967
 P: (800)645-2402 E: contract.surety@rlcinc.com
 RLISURETY.COM

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, WSM MEP, Inc
 of 1349 E. INDIAN HILLS RD NORMAN, OK 73071
 as Principal, and RLI Insurance Company, of Peoria
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of Oklahoma, are held and firmly bound unto
Cleveland County, as Oblige, in the penal sum of
*****Five Percent (5%) of Bid Amount***** (***5% of Bid Amount**),
 for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Oblige on a contract for Cleveland County Courthouse AHU Replacement

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 3rd day of June, 2024.



WSM MEP, Inc
 Principal
 By: [Signature]
 RLI Insurance Company
 By: Shawn Warren
 Shawn Warren Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:

RLI Insurance Company
 P.O. Box 3967
 Peoria, IL 61612-3967
 800-645-2402

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Robin A. Peischel, Lisa Williams, Shawn Warren, Donna M. Long, Grace Holley, Lisa Dow, Renita Austin, Stacy Allen, Samantha WillaFrd, AJ Morris, Brandy Hunt, Jeremy Bagley, jointly or severally

In the City of Moore, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 12th day of March, 2025.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 12th day of March, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this _____ day of _____.

By: Jill A. Scott
Jill A. Scott Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



JILL A. SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025