

**3- BIDDERS TO EXAMINE PLANS.**

Bidders are requested to examine carefully all plans and specifications, special provisions, etc., and also familiarize themselves with the location and prices of all materials, the site of the proposed work, etc., before submitting their proposals.

**4- STATE AND LOCAL LAWS.**

Bidders attention is hereby called to the necessity of being familiar with all laws pertaining to public works and contractors liability in connection therewith.

**5- EXPLANATION OF PROPOSAL FORMS.**

The proposal forms which bidders are required to properly fill out, show approximate quantities of all classes of construction contemplated/ Bidders are required to fill in their proposals in both words and figures. Alterations, erasures and interlineations are expressly forbidden, and the bidder is requested to sign his proposal in ink, showing state, County, and City in which such individual, firm or corporation maintains headquarters.

**6- CERTIFIED CHECK.**

Bidders proposal is to be accompanied with certified check in an amount equal to approximately Ten Per Cent (10%) of the amount of his proposal based upon the quantities shown in the Engineers estimate; Such certified check shall be certified to an Oklahoma Bank, and made payable to the COUNTY CLERK, of Tulsa County, Oklahoma. In case bidders proposal is not accepted, such certified check shall be returned to him. In case of the Acceptance of the bidders proposal, such certified check shall be held by the Board of County Commissioners until bidders has filed the necessary bonds as required by law, and entered into contract with Tulsa County, for the performance of the work which his proposal is intended to cover, and in the event that such bond and contract is not entered into within Twenty (20) days for the notice of the acceptance of his proposal, then, and in that event such certified check shall forfeit to Tulsa County not as a penalty, but as liquidated damages due to the county for failure to carry out the terms of his proposal.

**7- DELIVERY OF PROPOSAL.**

Proposals shall be delivered "sealed" and addressed to the "Board of County Commissioners", Tulsa County, Oklahoma, prior to the time set out in the published notice to Contractors for the opening of such proposals, to the County Clerk of Tulsa County. Delivery may be made by mail or in person. Where proposals are sent by mail, the same shall be registered mail.

**8- WITHDRAWAL OF PROPOSAL.**

In the event that any bidder shall desire to withdraw his proposal, he shall be required to file a written request not later than a day previous to the opening of the proposals, in which case, his proposal will be returned to him. Such request for withdrawal of proposal to be addressed to the "Board of County Commissioners" and delivered to the "County Clerk".

**9- OPENING OF PROPOSALS.**

All proposals will be publicly opened, by the Board of County Commissioners and read, at the place, date and hour, as set out in the published notice to Contractors. All bidders are invited to be present at the time such proposals are opened.

**10- DISQUALIFICATION.**

No bidder will be permitted to submit more than one proposal. Any attempt or evidence of collusion by and between the bidders will disqualify such bidders from further participation. Evidence of failure to carry out previous contracts, or evidence of lack of capital or inexperience in such classes of work as herein contemplated, will be sufficient reason for the "Commissioners" to refuse to consider proposal of such party.

**11- RIGHT TO REJECT.**

The right is hereby reserved by the Board of County Commissioners to reject and all proposals and to waive technicalities in the awarding of contract.

**12.- AWARD OF CONTRACT.**

As soon as the Board of County Commissioners have had sufficient time to tabulate all proposals and have decided upon the best and most advantageous bid, they will notify the successful bidder of their intention to accept his proposal, which notice will be given not later than ten (10) days from the date of the opening of proposals, and for their readiness to enter into the contract on the basis of such proposal, and such contract will be entered into within twenty (20) days from the notice of the acceptance of the proposal.

**13.- CONTRACT BOND REQUIRED.**

The contractor is required to file a good and sufficient surety bond in an amount equal to, or approximately equal to the total contract price, made to Tulsa County, Oklahoma, and conditioned upon the faithful performance of all the work embraced in the annexed contract and in accordance with the plans and specifications and etc., and for the further purpose of indemnifying Tulsa County against all claims for unpaid labor, materials, etc., such bond to be made by the Contractor as "Principal" and some surety Company authorized to do business in the state of Oklahoma, as sureties.

**14- SUBLETTING CONTRACT.**

No subletting of contract will be permitted by the Board of County Commissioners without the contractor first making application to the commissioners, setting out in detail the nature of the work he so desires to sublet, and to whom. After the same has been thoroughly investigated by the Commissioners, they may in their discretion grant such application. No subletting of contracts will in any way relieve the Contractor of the slightest responsibility for failure of the sub-contractor to properly carry out the work sub-contracted.