

**BEAVER COUNTY CLERK  
TAMMY MILLIKAN  
P. O. BOX 338  
BEAVER, OKLAHOMA 73932  
PHONE 580 625-3151**

**TO WHOM IT MAY CONCERN:**

Bids will be received until **September 16, 2016 at 5:00 P.M.** in the Beaver County Clerk's Office of the Beaver County Courthouse, Beaver, Oklahoma.

Said bids will be publicly opened and considered by the Board of Beaver County Commissioners in the Commissioner's Office on the **19th day of September, 2016 at 11:00 A.M.** with the right being reserved to reject any or all bids.

The following criteria should be met when submitting a bid for **Lease Purchase**:

1. The bid shall be made on the enclosed "Invitation to Bid" and the Affidavit of Non-Collusion must be signed and notarized.
2. **Lease Purchase Agreement** must be completed, signed by the vendor and submitted with the bid. There must also be a lease payment schedule attached to the lease purchase agreement. If vendor requires an original copy of lease purchase agreement then two originals need to be submitted with bid as the County will retain the original.
3. All prices quoted shall be F.O.B. Beaver County.
4. Place your bid in a sealed envelope clearly marked, "**SEALED BID #1**". This will ensure that the bid will not be voided due to accidental opening.

**NOTE: ALL BID PROPOSALS WILL BE DEEMED INVALID AND THEREFORE REJECTED WHICH DO NOT CONTAIN THE "INVITATION TO BID" AND THE SIGNED AND NOTARIZED "NON-COLLUSION AFFIDAVIT" ALONG WITH THE COMPLETED LEASE PURCHASE AGREEMENT AND AMORTIZATION SCHEDULE**

Thank you for your cooperation and participation in this bidding procedure. Should you have any questions, please feel free to contact the Beaver County Clerk's Office at (580) 625-3151.

Respectfully,

Tammy Millikan  
Beaver County Clerk

Tammy Millikan, Beaver County Clerk  
 COUNTY PURCHASING OFFICE  
 P.O. Box 338  
 Beaver, Oklahoma  
 Phone: (580) 625-3151

**INVITATION TO BID**

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE  
 SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

8/25/2016
Page 1 of 11

BID NUMBER	BID CLOSING DATE AND HOUR	REQUIRED DELIVERY DATE
#1	September 16, 2016 @ 5:00 p.m.	

TERMS:

DATE OF DELIVERY:

Item	Quantity	Unit of Issue	Description	Unit Price	Total
			The Board of County Commissioners will open sealed bids for the purchase and/or lease purchase of one or more Truck Tractors and the sale or trade of two 2013 Kenworth T800 Trucks, per the attached specifications.  <b>Bids will be opened on 09/19/16 at 11:00 A.M.</b>  The Board reserves the right to reject any or all bids. The Commissioners also reserve the right to keep the used equipment until the new ones arrive.		

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, \_\_\_\_\_ Beaver \_\_\_\_\_, \_\_\_\_\_ Beaver \_\_\_\_\_, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by \_\_\_\_\_ Beaver \_\_\_\_\_ County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until \_\_\_\_\_ (Date)

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 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.

Subscribed and sworn before this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_

(SEAL)

Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

NOTARY PUBLIC (CLERK OR JUDGE)

NOTE: Other terms and conditions can be added at the discretion of the county officer.

# TRUCK TRACTOR SPECIFICATIONS

## SPECIFICATIONS REQUIRED

NO ITEM LISTED IS BRAND SPECIFIC. ANY SPECIFICATION IS AVAILABLE FROM ALL MANUFACTURERS

### COMPLIANCE?

MARK YES OR NO

#### 1 - VEHICLE

ONE OR MORE NEW TRUCK TRACTOR \_\_\_\_\_

MANUFACTURE MAKE AND YEAR \_\_\_\_\_

MANUFACTURE MODEL \_\_\_\_\_

#### 2 - ENGINE

MINIMUM OF 505 H.P. \_\_\_\_\_

MINIMUM ENGINE TORQUE 1,860 REQUIRED \_\_\_\_\_

ENGINE BRAKE \_\_\_\_\_

ENGINE BLOCK HEATER \_\_\_\_\_

DUAL VERTICAL EXHAUST WITH TURN OUT STACK \_\_\_\_\_

BRIGHT FINISH HEAT SHIELD, ELBOW AND STACK \_\_\_\_\_

FUEL WATER SEPARATOR \_\_\_\_\_

COOLANT PROTECTION TO -34 DEGREES OR LOWER \_\_\_\_\_

12V GEAR STARTING SYSTEM \_\_\_\_\_

#### 3 - TRANSMISSION

AUTOMATED MANUAL OR FULL AUTOMATIC \_\_\_\_\_

TRANSMISSION SYNTHETIC LUBRICANT \_\_\_\_\_

#### 4 - CLUTCH

NO CLUTCH PEDAL WITH ABOVE TRANSMISSION \_\_\_\_\_

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**TRUCK SPECIFICATIONS CONTINUED – PAGE 2**

	<b>COMPLIANCE? MARK YES OR NO</b>
<b><u>5 - DRIVE SHAFTS</u></b>	
MAIN DRIVE SHAFT TO BE XL EXTENDED LUBE	_____
INTERAXLE DRIVE SHAFT TO BE XL LIFE SERIES	_____
<b><u>6 - CAB</u></b>	
TINTED WINDSHIELD, SIDE & REAR WINDOWS	_____
BRIGHT FINISH GRILL	_____
AIR RIDE CAB	_____
IN-DASH STORAGE	_____
INTERMITTENT WINDSHIELD WIPERS	_____
AREODYNAMIC MOTORIZED/HEATED MIRRORS	_____
BRIGHT FINISH CONVEX MIRRORS	_____
DUAL CHROME PLATED STEEL AIR HORNS	_____
STAINLESS STEEL EXTERIOR SUN VISOR	_____
DUAL CB ANTENNA	_____
DRIVER'S SEAT AIR-BOSTROM WIDE RIDE/HI-BACK	_____
RIDER'S SEAT FIXED	_____
ELECTRIC WINDOW & LOCK OPERATION (BOTH SIDES)	_____
FURNISH 2 EXTRA DASH MOUNTED SWITCHES	_____
DRIVERS SEAT TO HAVE INSIDE ARM REST	_____
DASH MOUNTED POWER LEADS FOR CB	_____
CB MOUNTING PLATE TOP OF DASH	_____
RADIO TO BE AM/FM,CD,WEATHERBAND,BLUETOOTH	_____

TRUCK SPECIFICATIONS CONTINUED -- PAGE 3

	COMPLIANCE? MARK YES OR NO
INTERIOR SUN VISOR BOTH SIDES	_____
AIR CONDITIONING AND CAB HEATER	_____
STEERING COLUMN ADJUSTABLE/TILT/TELESCOPE	_____
RIGHT HAND DOOR TO HAVE BOTTOM PEEP WINDOW	_____
WOOD GRAIN DASH	_____
GAUGE CLUSTER TO INCLUDE: PYROMETER, ENGINE OIL TEMP, TRANSM OIL TEMP, AIR APPL PRESSURE, MANIFOLD PRESSURE	_____
INSTRUMENT CLUSTER LCD DISPLAY	_____
DASH MOUNTED SWITCH FOR BOTTOM DUMP TRAILER	_____
<u>7 - FRAME</u>	
WHEELBASE OF 225 INCHES	_____
PLATFORM LENGTH OF 194 INCHES	_____
STEEL FRAME SECTION OF 9.5MMX300MMX90MM	_____
AIR SLIDE 5 <sup>TH</sup> WHEEL	_____
FRAME MOUNTED DRIVERS SIDE STEP	_____
FRONT AND REAR MUD FLAPS	_____
FULL TRAILER ACCESS PACKAGE (FRAME COVERING)	_____
FLUSH MOUNTED STAINLESS CLAD FRONT BUMPER	_____
<u>8 - D.E.F. AND FUEL TANKS</u>	
93 GALLON ALUMINUM TANKS BOTH SIDES	_____
70L DEF TANK LEFT SIDE FRAME MOUNTED	_____
DUAL DRAW AND RETURN TANKS (NO CROSSOVER)	_____

TRUCK SPECIFICATIONS CONTINUED – PAGE 4

	COMPLIANCE? MARK YES OR NO
<u>9 - FRONT AXLE</u>	
FRONT AXLE TO BE 14,600 LB	_____
FRONT AXLE BRAKES 16.5" x 6" SPIDER	_____
FRONT AXLE BRAKE AUTOMATIC SLACK ADJUSTER	_____
HYDRAULIC POWER STEERING	_____
<u>10 - REAR AXLE</u>	
TANDEM REAR AXLE 40,000 LB	_____
AIR RIDE REAR AXLE SUSPENSION	_____
DUAL REDUCTION REAR AXLES	_____
REAR AXLE RATIO OF 3.56 OR EQUIVELENT	_____
4 SPRING BRAKE CHAMBERS ON REAR AXLES	_____
REAR AXLE BRAKE AUTOMATIC SLACK ADJUSTER	_____
<u>11 - TIRES AND WHEELS</u>	
FRONT WHEELS 24.5 X 8.25 10 HOLE STEEL	_____
REAR WHEELS 24.5 X 8.25 10 HOLE STEEL	_____
FRONT TIRES 11R24.5 HIGHWAY TREAD – LIST MODEL	_____
REAR TIRES 11R24.5 TRACTION TYPE – LIST MODEL	_____
<u>12 - AIR BRAKE SYSTEM</u>	
TRAILER AIR HOSES COILED, APP. 15' WORKING LENGTH	_____
AIR SUPPLY TANK TO HAVE HEATED AUTOMATIC VALVE	_____
<u>13 - ELECTRICAL</u>	
TRAILER HOOK-UP LAMP ON BACK OF CAB	_____
BACKUP ALARM (CONSTANT SOUND LEVEL-107)	_____
DASH MOUNTED SWITCH FOR ELECTRIC TRAILER TARP	_____





TRUCK SPECIFICATIONS – CONTINUED – PAGE 6

PURCHASE PRICE OF UNIT AS SPECIFIED ABOVE \$ \_\_\_\_\_

FINANCE OPTION

FINANCING FOR LEASE/PURCHASE OPTION

60 MONTHLY PAYMENTS WITH FULL PAYOUT \$ \_\_\_\_\_

LIST INTEREST RATE \_\_\_\_\_ %

## USED VEHICLE SALE\*/TRADE-IN INFORMATION

THE FOLLOWING USED TRUCKS ARE OWNED BY BEAVER COUNTY, DISTRICT #1 AND ARE BEING CONSIDERED FOR SALE\* OR TRADE-IN FOR NEW TRUCKS. THESE TRUCKS CAN BE VIEWED AT THE SITE ADDRESS IN GATE, OKLAHOMA. PLEASE CALL THE SHOP AT 580-934-2711 TO MAKE AN APPOINTMENT. THESE TRUCKS MAY BE SOLD\* OR TRADED FOR NEW TRUCKS AT THE OPTION OF THE COMMISSIONER.

### UNIT #1

PRICE OF NEW TRUCK AS SPECIFIED FROM PAGE 6 \$ \_\_\_\_\_

LESS TRADE-IN OR CASH PURCHASE PRICE OF USED TRUCK (\$ \_\_\_\_\_ )  
2013 KENWORTH T800 1XKDDP9X1DJ355679

BALANCE AFTER USED TRADE-IN VALUE CONSIDERED = \$ \_\_\_\_\_

IF FINANCED, MONTHLY PAYMENTS BASED ON 60 MONTHS \$ \_\_\_\_\_

### UNIT #2

PRICE OF NEW TRUCK AS SPECIFIED FROM PAGE 6 \$ \_\_\_\_\_

LESS TRADE-IN OR CASH PURCHASE PRICE OF USED TRUCK (\$ \_\_\_\_\_ )  
2013 KENWORTH T800 1XKDDP9X8DJ355680

BALANCE AFTER USED TRADE-IN VALUE CONSIDERED \$ \_\_\_\_\_

IF FINANCED, MONTHLY PAYMENTS BASED ON 60 MONTHS \$ \_\_\_\_\_

QUOTED INTEREST RATE \_\_\_\_\_ %

\*IF THE USED TRUCKS ARE SOLD AND NOT TRADED, THE USED TRUCKS MUST REMAIN IN SERVICE WITH BEAVER COUNTY UNTIL THE NEW TRUCKS ARE DELIVERED AND IN SERVICE.

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**BEAVER COUNTY, OKLAHOMA  
LEASE PURCHASE AGREEMENT FOR EQUIPMENT**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of County Commissioners of Beaver County, Oklahoma, designated throughout this agreement as the Lessee, and \_\_\_\_\_, designated throughout this agreement as the Lessor.

**I. Equipment**

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described equipment, all of which shall be designated throughout this instrument as the "Equipment":

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
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**II. Payment of Lease Purchase Installments**

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay to the Lessor, for the Equipment, the sum of \$\_\_\_\_\_ per \_\_\_\_\_, during the term of this agreement or any renewal of the agreement. In the alternative, the Lessee promises to pay to the Lessor lease payments as set forth in the lease schedule which is attached to this instrument and which is incorporated by reference. No payment shall be made by the Lessee under the terms of this agreement unless the Equipment shall have been delivered to the requisitioning agency and is at all times, except when made necessary by an emergency, retained by the agency.

**III. Lease Term**

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

**IV. Option to Renew**

The Lessee is hereby granted \_\_\_\_\_ successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of \_\_\_\_\_ months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee. The exercise of any such option shall be accomplished by the issuance of a purchase order upon or within ten (10) days after the expiration of the term of this lease or any renewal then in effect.

**V. Title to Equipment**

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to the Equipment until the final payment is made.

**VI. Option to Purchase**

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single, final payment of \$\_\_\_\_\_. (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, in the space provided, the manner in which such reduction shall be computed. If additional space is necessary, attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by reference).

In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or of any State regarding the Equipment purchased under the terms of this agreement.

**VII. Delivery and Return of Equipment**

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee.

**VIII. Repairs and Maintenance**

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and, in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

**IX. Taxes**

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten (10) days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provisions of United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise and settlement. The Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above.

In the event any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assigns its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XV. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Beaver County, State of Oklahoma.

Board of Beaver County Commissioners

For the Lessor:

Title

Attest:

County Clerk

District Attorney