

INVITATION TO BID
(PLEASE USE THE ENCLOSED BID SHEETS)

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Custer County, Oklahoma will receive sealed bids either by mail and ground delivery by Friday, January 28, 2022 at 4:00 o'clock p.m., or in person until Monday, January 31, 2022 until the hour of 9:00 a.m. on said day, in their office in the Courthouse in Arapaho, Oklahoma. Sealed bids shall be opened on Monday, January 31, 2022 at 9:30 o'clock a.m. for the following:

**Minimum Specifications For
ONE (1) USED CHIP SPREADER
TO INCLUDE LEASE PURCHASE AGREEMENT
DISTRICT #2
Custer County, Oklahoma**

Specifications and information are on file in the Custer County Clerk's Office in Arapaho, Oklahoma and may be viewed on Custer County's website, <http://www.custer.okcounties.org>.

All bids must be in a sealed envelope, clearly marked BID, with the BID OPENING DATE and TIME.

All bids must be mailed or delivered to:

(Mailing)

CUSTER COUNTY CLERK'S OFFICE
P.O. BOX 300
ARAPAHO, OKLAHOMA 73620-0300

(Physical)

CUSTER COUNTY CLERK'S OFFICE
675 WEST "B" STREET
ARAPAHO, OKLAHOMA 73620-0300

Please follow all instructions for submitting bid proposals completely.

/S/MELISSA GRAHAM,
CUSTER COUNTY CLERK
(SEAL)

INSTRUCTIONS FOR SUBMITTING BID PROPOSALS

1. This entire packet (Invitation to Bid, Instructions, Minimum Specifications, Affidavit for Filing with Competitive Bid, Affidavit for Contracts and Payments, and W-9) shall be known as the "Invitation to Bid" form. Fill out the "Invitation to Bid" form *completely*.
2. Identify the outside of the sealed envelope as follows:
SEALED BID – District #2 – Used Chip Spreader
CLOSING – January 31, 2022
BID OPENING – 9:30 a.m.
3. Place your company name and return address on the outside of the envelope.
4. File the bid proposal with the Custer County Clerk, either **by mail or ground delivery** by Friday, January 28, 2022 at 4:00 o'clock p.m., *or in person*, until **9:00 o'clock a.m. on January 31, 2022**. Bids received after this time will be rejected and unopened. Bids will be opened at **9:30 o'clock a.m., January 31, 2022** during the County Commissioner's meeting held in the Custer County Courthouse, Arapaho, Oklahoma, Room 104, at 675 West "B" Street, Arapaho, Oklahoma.
5. All forms must be filled out completely. Any incomplete forms could result in rejection if the Board of County Commissioners considers such action to be in the best interest of Custer County.
6. The address of the Custer County Clerk is as follows:

<i>(Mailing)</i> CUSTER COUNTY CLERK'S OFFICE P.O. BOX 300 ARAPAHO, OKLAHOMA 73620-0300	<i>(Physical)</i> CUSTER COUNTY CLERK'S OFFICE 675 WEST "B" STREET ARAPAHO, OKLAHOMA 73620
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7. All bid information shall be typewritten, or legibly written in ink. All corrections shall be initialed by the person signing the form(s).
8. On all bids requiring services or contract labor, proof of liability insurance may be required. Read the bid specifications carefully.
9. FOR PROMPT PAYMENT OF ALL INVOICES, PLEASE NOTE:
* Payment for all expenses for Custer County is made twice a month. Approval of said claims is made on the second and fourth Monday of each month. For your claim to be considered for payment, the product(s) or service(s) must be delivered, and the appropriate paperwork on file with the County Clerk's office no later than five working days prior to the second and fourth Monday of the month.
* If the proper invoices and supporting documentation are not received by the cut-off date, payment will be rendered during the following payment issue period.
* Please contact Melissa Graham, Custer County Clerk, for a schedule for invoice submission in order to expedite payment processing.
10. If you have any questions regarding the bid specifications, or the bid deadlines, etc., please contact Melissa Graham, Custer County Clerk or Debbie Bright, Purchasing Agent at (580) 323-4420.

NOTE: ALL BID PROPOSALS WHICH DO NOT CONTAIN THE "INVITATION TO BID" AND THE SIGNED/NOTARIZED "AFFIDAVIT FOR FILING WITH COMPETITIVE BID", WILL BE INVALID AND REJECTED.

THE BOARD OF COUNTY COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Please complete the following and return this page with your Bid.

CHECKLIST OF ITEMS REQUIRED FOR BID RETURN

1. ___ AFFIDAVIT FOR FILING WITH COMPETITIVE BID
2. ___ AFFIDAVIT FOR CONTRACTS AND PAYMENTS
3. ___ W-9 FOR YOUR BUSINESS
4. ___ YOUR BID – PLEASE RETURN ONLY THE PAGES OF INVITATION TO BID WHICH INDICATE YOUR PROPOSAL.

THESE ITEMS MUST BE INCLUDED FOR BID TO BE CONSIDERED.

PLEASE COMPLETE THE FOLLOWING:

VENDOR: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

MINIMUM SPECIFICATIONS
One (1) Used Chip Spreader
To include Lease Purchase Agreement
CUSTER COUNTY, OKLAHOMA

Lease purchase of a 2013 OR NEWER HYDROSTATICALLY DRIVEN 4 WHEEL DRIVE CHIPSPREADER WITH LESS THAN 1,000 hrs to include operator training and to be delivered to Custer County #2 yard Weatherford Ok

COMPLIES (Yes/No)

POWER TRAIN ENGINE

Shall have a 6 cylinder turbo-charged diesel engine with a minimum rating of 240 horsepower and to include electric start, alternator, voltage regulator and 1400 cca 12 volt batteries.

4-WHEEL HYDROSTATIC DRIVE

Four wheel hydrostatic drive providing infinitely variable forward and reverse speeds from 0 to no less than 19 mph. The front and rear drives shall be driven by 160 cc variable displacement hydraulic motors through a differential and planetary drive wheel ends. Total wheelbase shall be not more than 135 inches.

TRANSMISSION

Electronically controlled variable hydrostatic 125 cc pump driven by direct engine bell housing mount, electronically controlled variable hydrostatic motors directly coupled to the front and rear axles. Infinite working speed range 0 to 19 M.P.H. Engine fan cooled oil cooler with total return flow capacity. Hydraulic reservoir minimum capacity to be 95 gallons.

TIRES & WHEELS

4 each 385/65R22.5-G tubeless, radial, wide base tires mounted on heavy duty steel disc wheels.

OPERATORS STATION

One control console station which can be manually moved from side to side for total operational control from either side of the chipspreader. Joystick to control forward/reverse and rate of speed. Instruments panel shall have digital display for application rate, product size, speed, oil pressure, coolant temperature, battery voltage, hydraulic oil temperature, percent of fuel remaining, engine hours and engine RPM's. All engine and hydraulic alarm system with lights and buzzer shall be included. Shall include a lockable control panel cover for vandal protection and one adjustable suspension seat with armrests.

CONVEYORS

Must have two independently activated conveyors with 24 inch wide belts. Each powered by a load sensing 74 cc variable displacement pressure compensated hydraulic pump and a high torque 14.8 C.I.R. hydraulic motor, with direct drive to the head pulley. Electric switches for each conveyor control to have easy access mechanical override. Hooded, aggregate deflectors to be located at the head of each conveyor. 24 degree troughing idlers are to be of quick removable type and the tail pulley to be adjustable for insuring proper belt alignment. Each belt to have automatic on/off controls to control aggregate level in the spread hopper. There shall be an override control to enable the operator to manually start or stop the conveyors as needed.

VARIABLE WIDTH SPREAD HOPPER

Shall be 12 feet to 24 feet variable width, two section hopper system. Hoppers shall be capable of varying the spreading width on the run. No bolt-on sections excepted. Each hopper shall include hydraulic driven augers and spread rollers. Spread rolls to be no less than 6" in diameter and constructed of heavy wall tubing. Spread rolls shall be hydraulically driven and actuated by power gate opening control. The hydraulic system to have all pumps, hoses, valves, cylinders and controls to operate system. Operating controls shall be capable of being located at both the driver and front co-operator stations. The hoppers shall have expandable metal in the top of each hopper

with replacement grates under the conveyor hoods. Also, to include, individual electric/air controlled one foot gates, to allow aggregate spreading in one foot increments across the variable width hopper by individual gate controls which can be open/close from the operator's station.

TRUCK HITCH

This unit shall be equipped with a positive, self-locking "railroad" type adjustable truck hitch, which can be electrically released from the drivers or front operator's positions. Hitch height to be electrically controlled from the driver's position. Adjustment range 8" to 20" in height and 4" fore and aft.

APPLICATION RATE COMPUTER

The Application Rate Computer shall monitor the actual speed of the Chipspreader, and varies gate opening in order to maintain the set application rate in lbs/yd, of the selected aggregate, regardless of the speed of the unit. The computer shall be able to store five different aggregate / application rate setting in its memory. The application rate should be able to vary as desired while operating or to select a different pre-set combination at any time.

RECEIVING HOPPER

Hopper shall be a minimum of 132 inches wide with a capacity of approximately 4 cubic yards. Hopper to have hydraulically folding paver style wings controlled from the operator's station. Shall include heavy duty hopper skirting and an adjustable flow gate for each conveyer belt.

Successful bidder shall maintain inventory of replacement parts and service facilities for servicing the equipment within 150 miles of the purchaser's main equipment yard and furnish parts and operators manuals along with factory trained operator training.

SUCCESSFUL BIDDER SHALL PURSUE LOWEST RATES FOR LEASE PURCHASE FINANCING AND SHALL PROVIDE LEASE PURCHASE DOCUMENTS PREPARED ON SA&I FORM 120.B. AS ATTACHED.

TOTAL BID PRICE.....\$_____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CUSTER COUNTY PO BOX 300 ARAPAHO, OK 73620
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
[] [] - [] [] [] [] [] [] [] []	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later*.

Custer 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 Custer 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 the Lessor, for the Equipment, the sum of \$_____ per _____, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

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 thirty (30) days after the expiration of the terms 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, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). 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 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 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 provision 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 judgement against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, t h e 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 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, assign 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. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or Equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or Equipment.

XV. 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 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.

XVI. 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 Custer County, (Leasing County), State of Oklahoma.

Approved by the Board of County Commissioners at **Custer County**, Oklahoma

Bruce Walker, Chairman

LESSOR: _____

Lyle K. Miller, Member

Title:

Wade Anders, Member

ATTEST: _____
Melissa Graham, County Clerk

(PLEASE INSERT AMMORITIZATION SCHEDULE HERE)

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment lease purchase Agreement dated as _____ (“Lease”) by _____ (“Lessor”) and Custer County (“Lessee”). “Lessor” has assigned the Equipment Lease Purchase Agreement and all rights to _____. Lessee has instructed their insurance agent named below (Please fill in name, address and telephone number)

Company: ACCO

Address: 429 NE 50th, Oklahoma City 73105

Telephone: 800-982-6212

Contact: Dusty

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

Coverage Required – Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$300,000.00 property damage liability

Or

Pursuant to Section 10 of the Agreement, Lessee is self-insured for all risk, physical damage and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: _____

Equipment Description: _____

Equipment Location: _____

Lessee: Custer County

BY: _____

Bruce Walker, District #2

TITLE: County Commissioner

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this _____ by and between _____ (herein "Assignor") and _____ (Herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement For Equipment dated _____ and entered into by and between Assignor and the Board of County Commissioners of Custer County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:
- (A) The Lease has been duly and validly executed by all parties thereto.
 - (B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the State of Oklahoma.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: _____

ASSIGNEE: _____

By: _____

By: _____

(date)

Custer County
675 B Street
PO Box 300
Arapaho, OK 73620

Re: Lease Purchase Agreement For Equipment dated _____, between
_____, Lessor, and Custer County, Lessee.

Dear Board of County Commissioners:

Please be advised that _____ has assigned and transferred
_____, all of its right, title and interest in and to the above-described Lease
Purchase Agreement For Equipment, including title to the property lease thereunder and the right
to receive lease payments. A copy of the assignment is enclosed for your file. Please note the
fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue
Code of 1986) and make all further payments to:

Please acknowledge your receipt of this notice by returning a copy, signed by a duly
authorized officer in the space provided below.

Sincerely,

By: _____

ACKNOWLEDGED:

BY: _____
Bruce Walker, District #2

TITLE: County Commissioner

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year ____ - ____.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to person other Than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of Obligations issued during calendar year ____ - ____ as qualified tax-exempt obligations. Lessee Reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year ____ - ____ will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this _____.

Lessee: Custer County

BY: _____
Bruce Walker, District #2

Title: _____
County Commissioner

Attest: _____
Melissa Graham, County Clerk

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated _____ by and between Lessor and Lessee. I am of the opinion that:

- (i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended;
 - (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action non the part of Lessee;
 - (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true;
 - (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect;
- and
- (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee: _____

By: _____

Title: _____

Date: _____