

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Custer County, Oklahoma will have received sealed bids either by mail and ground delivery by Friday, May31, 2019 at 4:00 o'clock p.m., or in person until June 3, 2019 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 **June 3, 2019 at 9:15 o'clock a.m.** for the following:

**MINIMUM SPECIFICATIONS
INTEREST RATE / FINANCING
FOR LEASE PURCHASE AGREEMENT
MUST USE SA&I 120b FORM
FOR CUSTER COUNTY DISTRICT #1**

Specifications and information are on the 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.

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, W-9 and SA&I 120B Lease Purchase form) 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
CLOSING (Bid Date)
BID (Opening Time)
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, May 31, 2019 at 4:00 o'clock p.m., **or in person**, until 9:00 o'clock a.m. on June 3, 2019. Bids received after this time will be rejected and unopened. All bids will be opened at **9:15 o'clock a.m., June 3, 2019** 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>	<i>(Physical)</i>
CUSTER COUNTY CLERK'S OFFICE	CUSTER COUNTY CLERK'S OFFICE
P.O. BOX 300	675 WEST "B" STREET
ARAPAHO, OKLAHOMA 73620-0300	ARAPAHO, OKLAHOMA 73620
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.

**MINIMUM SPECIFICATIONS
INTEREST RATE / FINANCING
FOR LEASE PURCHASE AGREEMENT
MUST USE SA&I 120b FORM
FOR CUSTER COUNTY DISTRICT #1**

Custer County District #1 is seeking Interest Rate / Financing for Lease Purchase of the following equipment. **The Lease Purchase Agreement must utilize State Auditor and Inspector approved Lease Purchase form 120B.**

**Equipment: Two (2) Caterpillar 12M3 AWD Motor Graders
One (1) Caterpillar 12M3 Tandem Motor Grader**

Lessor: Warren CAT

Amount to Finance: Maximum - \$883,000.00

Lease Purchase Term:

5 Year - _____%

6 Year - _____%

7 Year - _____%

AFFIDAVIT MUST BE SIGNED AND NOTARIZED

S.A. & I. 425 (2000)

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF OKLAHOMA)
) SS
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the 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 discussions between bidders and any county official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

VENDOR: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

Subscribed and sworn to before me this _____, 20__.

Notary Public (Clerk or Judge)

My Commission Expires: _____

(SEAL)

Note: Each competitive bid submitted to a county, school district or municipality must be accompanied with the above Affidavit as required by 61 Okla.St.Ann.§138

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p> <p>CUSTER COUNTY PO BOX 300 ARAPAHO, OK 73620</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

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																									
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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	<p style="font-size: small;">Signature of U.S. person ▶ _____</p>	<p style="font-size: small;">Date ▶ _____</p>
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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";

Make	Model	Description	Quantity	Unit Price	Lease Purchase Price
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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, 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 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

LESSOR:

KURT HAMBURGER, Chairman

Title:

LYLE K. MILLER, Member

WADE ANDERS, Member

ATTEST:

MELISSA GRAHAM, County Clerk

(SEAL)