

Creek County Clerk  
 County Purchasing Office  
 Collins Building Annex  
 317 E. Lee Room 100  
 Sapulpa, Ok. 74066  
 918-227-4909



Creek County Clerk  
 Jennifer Mortazavi  
[jmortazavi@creekcountyonline.com](mailto:jmortazavi@creekcountyonline.com)

Purchasing Agent  
 Jana Thomas  
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**INVITATION TO BID**

BID NUMBER	BID CLOSING DATE & HOUR	DESCRIPTION	DATE ISSUED
21-1	7/27/2020 8:59 A.M.	1 or more new or used motor grader with financing	7/13/20 Page 1 of 6

**TERMS AND CONDITIONS**

1. Sealed bids will be opened in the Commissioner's Conference Room, SUITE 103, COLLINS BUILDING ANNEX TO CREEK, County Courthouse, Sapulpa, 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 complete vendor name, address, bid number and closing date written on the outside of the envelope. **Bids must be marked "Motor Grader" Bid #21-1 & received in the County Clerk's office at 317 E. Lee Room 100 Sapulpa, OK. 74066 by 8:59 a.m. July 27, 2020.**
3. The bid will be awarded to the lowest/best bidder(s) as determined by the county.
4. Unit prices will be guaranteed correct by the bidder. County reserves the right to accept or reject any or all bids and to waive informalities or minor irregularities in any bid. Successful bidders must verify workers' compensation coverage & general liability of company & outsource.
5. The business relationship affidavit and non-collusion certification must be returned with all sealed bids. To be considered for a financing contract SA&I form 120B must be completed and included with the sealed bid. To be considered for an equipment contract bidder must meet or exceed the equipment specifications.

Bidders may quote: A. Equipment and Financing, B. Equipment only or C. Financing only.

6. Bidder is responsible to adhere to all provisions pertaining to the Oklahoma State Statutes.
7. The County procurement process is an open process that allows all business owners to participate regardless of race, color, natural origin or sex and we encourage minority and women-owned businesses to bid on any of our projects.
8. Firm fixed prices will be F.O.B. destination.
9. Purchases by Creek County, Oklahoma, are not subject to state or federal taxes.
10. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
11. The County reserves the right to terminate the contract with a 30 day written notice of termination for convenience.
12. The County reserves the right to terminate the contract without notice due to non-performance to any & all portions of the bid award.
13. Bids will be firm for 30 days.

Vendor: \_\_\_\_\_ Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Business Relationships Affidavit**

1 or more new or used motor grader w/ financing

State of Oklahoma )  
 )SS  
County of \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of 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:

\_\_\_\_\_  
Affiant further states that any such business relationship presently in effect of 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:

\_\_\_\_\_  
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:

(If none of the business relationships herein above mentioned exist, affiant should so state.)

**Signature of Affiant** \_\_\_\_\_

**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 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.

**Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Commission # \_\_\_\_\_

Expires \_\_\_\_\_

Notary Public (or Clerk or Judge)

**Creek County  
Highway District 2**

Vendor: \_\_\_\_\_

Bid 21-1

NEW OR USED MOTOR GRADER (ONE OR MORE) WITH FINANCING	MEETS SPECIFICATIONS		X = EXCEEDS SPECIFICATIONS
• 160HP or greater Diesel Engine	YES	NO	
• Engine Pre-Cleaner	YES	NO	
• Transmission Guard	YES	NO	
• Backup Alarm	YES	NO	
• Rear Vision Camera	YES	NO	
• Working Lights	YES	NO	
• Heated Mirrors	YES	NO	
• Front Push Block	YES	NO	
• Horn	YES	NO	
• Instrumentation: Engine Temp. & Fuel Gauges	YES	NO	
Hour Meter, RPM and Warning Lights	YES	NO	
• Cab Enclosure with Heat, AC and Defrost	YES	NO	
• 14 Foot Moldboard	YES	NO	
• Rear Ripper with Scarifiers	YES	NO	
• Sound Reduction Cab	YES	NO	
• Grade Control with Cross Slope	YES	NO	
• Air Ride Seat with Seat Belt and Shoulder Harness	YES	NO	
• Hitch Guard	YES	NO	
• Lights, Front and Rear	YES	NO	
• Adjustable Suspension Seat	YES	NO	
• List Any Additional Options:			
	<b>UNIT PRICE</b>	<b>SA&amp;I 120B ATTACHED</b>	
<b>OPTION A: EQUIPMENT &amp; FINANCING</b>			
<b>OPTION B: EQUIPMENT ONLY</b>			
<b>OPTION C: FINANCING ONLY</b>			
<b>For additional information please contact: Mike Anthamatten-Supervisor Dist. #2 at 918-352-0116</b>			

County, Oklahoma

Lease Purchase Agreement

This agreement is made this day of \_\_\_\_\_ by and between the Board of County Commissioners of \_\_\_\_\_ County, Oklahoma, designated throughout this agreement as the Lessee and \_\_\_\_\_ County, Oklahoma, 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	Qty	Unit Price	Lease Purchase Price

**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, 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 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 the 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. Deliver 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 the 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 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 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 of 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 the 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 the 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 that 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 \_\_\_\_\_ County (Leasing County), State of Oklahoma.

Approved by the Board of County Commissioners at

Oklahoma

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessor:

\_\_\_\_\_  
Title:

Attest: \_\_\_\_\_