

Lori Hendricks
Wagoner County Clerk



307 E. Cherokee St.
Wagoner, OK
74467
918.485.7716
Fax 918.485.7718

February 12, 2013

ADDENDUM 1
Sale of Surplus Storage Tank

The Terms and Conditions part of this bid is being corrected. On Page 1 of the Terms and Conditions, the **Inspection** and **Bids** sections are the being changed to replace the word "backhoe" with the corrected word "storage tank". The corrected Terms and Conditions section is attached.

Lori Hendricks
Wagoner County Clerk



307 E. Cherokee St.
Wagoner, OK
74467
918.485.7716
Fax 918.485.7718

**Sale of Surplus Equipment and/or Vehicle(s)
Terms and Conditions**

Terms and Conditions of Sale: The sale of county equipment and/or vehicle(s) is an "As-Is, Where-Is" condition, with all faults and without warranty. The description of the equipment and/or vehicles offered for sale has been compiled from data available but there is no guarantee or warranty on the part of the county as to condition, description or quality of the equipment and/or vehicle(s). Wagoner County reserves the right to withdraw any equipment and/or vehicle(s) being offered for sale up until the time the sale of the item is awarded. All costs associated with the sale of the equipment and/or vehicle(s), including but not limited to loading, freight, insurance, shipping of equipment and/or vehicle(s) and taxes are the successful Bidder's responsibility. The sale of equipment and/or vehicles will be to the highest responsive and responsible Bidder. There shall be no refunds or adjustments on the successful Bidder's price. All sales are final.

Errors and Omissions: The County is not responsible for any omissions or errors in the description of the equipment offered for sale. It shall be the Bidder's responsibility to inspect and satisfy himself/herself as to the details and conditions of equipment and/or vehicles offered.

Inspection: The County shall have the storage tank available for inspection by appointment. Bidders may call 918-485-4549 to schedule an appointment.

Bids: Bids submitted shall remain firm for a period of twenty-one (21) days following the closing date of bids. ENVELOPES MUST BE SEALED AND HAVE "BID 11" AND "SURPLUS STORAGE TANK" CLEARLY MARKED ON THE ENVELOPE. The County reserves the right to advertise for new bids if, in the judgment of the County, the best interest of the County will be promoted thereby. Successful Bidder will be notified no later than 21 days following bid opening.

Award of Sale Item: The Buyer agrees that a legally binding contract is created between Wagoner County and the Bidder at the time the bid is accepted by the County.

Removal: All items must be removed within 14 calendar days from the time and date of issuance of the Notice of Award. Purchases will be released only upon receipt of payment as specified. Successful Bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated in the Notice of Award. Property may be removed between the hours of 8:30 AM and 2:30 PM, Monday through Friday, excluding legal holidays.

Lori Hendricks
Wagoner County Clerk



307 E. Cherokee St.
Wagoner, OK
74467
918.485.7716
Fax 918.485.7718

Payment Terms: Upon successful bid of the equipment and/or vehicle(s), the successful Bidder shall pay by Cashier's Check or Money Order, made payable to Wagoner County. Payments are accepted at the Wagoner County Clerk's Office located at: 307 East Cherokee, Wagoner, OK 74467 or at Wagoner County District 2, 908 SW 15th, Wagoner, OK 74467.

Indemnification: Buyers agree to indemnify and hold harmless Wagoner County for any and all damages, claims, or liability of any nature or kind in the sale of, or the buyer's use of, the property.

Liability: The successful Bidder shall assume all liability for the equipment after the award is made and the County is not responsible for any loss or damage to the equipment upon sale. The equipment shall not be removed from the possession of the County prior to full payment.

Acceptance of Terms and Conditions: By submitting a sealed bid, the Bidder agrees that they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified.