



Invitation to Bid

The Board of County Commissioners, Wagoner County, Oklahoma is seeking sealed bids for the sale of Surplus Equipment/Vehicles. Equipment/Vehicles are available for inspection by appointment only at the Wagoner County District 1 Maintenance Facility located at: 30020 East 71st St., Broken Arrow, OK 74014.

Bid #23

Date Published: May 17 and May 24, 2012 (Wagoner Tribune)

Bidding Period Closing Date and Hour: June 1, 2012 @ 4:00 PM

Sealed Bid Opening Date and Hour: June 4, 2012 @ 9:00AM

Requesting Authority: District 1

Bid submissions are to be addressed to:

**Attn: Wagoner County Purchasing Agent
P O Box 156
307 E Cherokee
Wagoner, OK 74477**

Please review the attached Terms and Conditions pertaining to the submission of this bid.

Included in this packet is a Non-Collusion Affidavit which must be signed, notarized and returned with the bid submission. Affidavits bearing original signatures are to accompany each bid submission.

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit of Non-Collusion
4. List of equipment being sold
5. Bid Form

A handwritten signature in cursive script that reads "Carolyn M Kusler".

Carolyn Kusler
Wagoner County Clerk
P O Box 156
Wagoner, OK 74477



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 and/or vehicle(s) 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 equipment and/or vehicle(s) available for inspection by appointment. Bidders may call 918-357-1927 to schedule an appointment.

Bids: Bids submitted shall remain firm for a period of twenty-one (21) days following the closing date of bids. ONE ENVELOPE PER INDIVIDUAL ITEM BEING BID. ENVELOPES MUST BE SEALED AND HAVE "BID 23" AND THE " ITEM NUMBER" OF THE EQUIPMENT/VEHICLE BEING BID 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.

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 1, 30020 East 71st St, Broken Arrow, OK 74014.

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 and/or vehicles(s) after the award is made and the County is not responsible for any loss or damage to the equipment and/or vehicle(s) upon sale. The equipment and/or vehicle(s) 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.



AFFIDAVIT OF NON-COLLUSION

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.

(Typed/Printed)

Name: _____ Title: _____

Signature: _____

Firm: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Subscribed and sworn before me this _____ day of _____, 200_____.

Signature: Notary Public (Clerk or Judge)

My commission expires _____

Cliff Seal

SURPLUS VEHICLES/EQUIPMENT

ITEM #	YEAR	DESCRIPTION	VIN/SERIAL #
1	1974	International 6-Wheel Flat Bed Dump Truck	1066DHA28086
2	1999	International Water Truck	1HTSHAAR1XH638132
3	2000	Freightliner 10-Wheel Dump Truck	1FUYYDDYB2YPA65547
4	2001	Chrysler PT Cruiser	3C4FY4BB61T604956
5	2005	Freightliner 10-Wheel Dump Truck	1FVHCYDC75HU38783
6	1997	Ford New Holland Tractor	981241B
7	2006	Asphalt Zipper	AZ408BR3H7T
8		Troy Built/Bolens Riding Mower	
9*		Miscellaneous Equipment	

* #9 consists of the following equipment and is being bid as one item:

Transmission Jack
Heater/AC Unit
Whacker Packer
Fuel Pump
Ice Maker
Fuel Tank

**WAGONER COUNTY DISTRICT 1
SURPLUS EQUIPMENT SALE
BID FORM**

Item Number: _____ Description: _____

Name (print): _____

Address: _____

Signature: _____ Phone: _____

Bid Price: _____

(You may photocopy this form as needed to submit one bid per item.)