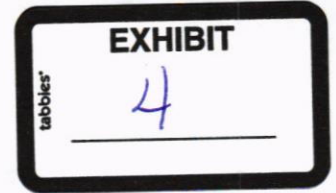


HOPKINS COUNTY
BID NO. 2017-003
Purchase of (1) USED RECLAIMER



NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS

COUNTY OF HOPKINS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared Larry Cole, who after being by me duly sworn, did depose and say: "I, Larry Cole am a duly authorized officer of/agent for Cole Equipment, Inc. and have been duly authorized to execute the foregoing bid on behalf of the said Cole Equipment, Inc. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder Cole Equipment, Inc.

401 S. Ash St.

Ada, OK 74820

Telephone 580-235-0050

By Larry W. Cole Title President

Type Name

Signature *Larry W. Cole*

SUBSCRIBED AND SWORN to me by the above named Larry Cole

on this the 16 day of January, 20 17

Jordan Michelle Smith
Notary Public in and for the State of Oklahoma



HOPKINS COUNTY
BID NO. 2017-003
Purchase of (1) USED RECLAIMER

SPECIFICATIONS & BID SHEET

PURCHASE OF (1) ONE USED

RECLAIMER SPECIFICATIONS FOR USED

RECLAIMER Equipment should have less than 5,000 Hours

Year model should be 2005 or Newer

RECLAIMER 300 or LARGER

Enclosed Cab with A/C & Heat

8' DRUM

PREFER CAT OR CMI

Machine must be in Good Condition

Other Specifications RECALIMER has that are not listed:

Machine will come with new bullet teeth and paddles installed on 8' drum and new Caterpillar factory seat cushion, cleaned, detailed, serviced and ready to work in excellent condition. Enclosed Cab with heat and A/C.

Should You have questions concernin& this bid, please contact Precinct 2 Commissioner, Mike Odell at 903-439-5180.

BID FOR USED RECLAIMER

HOURS ON RECLAIMER: 3,706

YEAR&MODEL: 2009 Caterpillar RM300, S/N: BRWR0044

DELIVERY DATE: by Feb 16, 2017

COMPANY: Cole Equipment, Inc. _____

BID AUTHORIZATION BY: Larry Cole, President

BID AMOUNT: \$220,000.00

DATE: 1/16/17

*Note - Freight: Delivery of machine will be in addition to the bid amount, will not exceed \$1,650, payable after delivery by separate invoice.

HOPKINS COUNTY
BID NO. 2017-003
Purchase of (1) USED RECLAIMER

PURCHASE of (1) USED RECLAIMER

COPY

*Accepted
Bid
2-13-17*

INVITATION TO BID

From: Hopkins County Auditor
P. O. Box 288
Sulphur Springs, Texas 75483

BID NO. 2017-003

Bids will be received at the Hopkins County Judge's Office until 9:00 A.M. THURSDAY, JANUARY 26, 2017 and opened same date, in the County Judge's Office, First Floor, Hopkins County Courthouse. Bids will be presented for consideration at the 9:00 A.M. Commissioners Court meeting MONDAY, FEBRUARY 13, 2017 located on the First Floor of the County Courthouse.

A. Scope of Bid

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request in accordance with the following conditions:

B. Conditions

1. Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Hopkins County and the successful bidder for the period designated.
2. Bids must be received by the County Judge's Office prior to the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered.
3. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.
4. Hopkins County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
5. Hopkins County reserves the right to reject any bid that does not fully respond to each specified item.
6. Bidder should include employer identification number or social security number: FEIN 73-1607519
7. Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:
"BID: #2017-003 for the Purchase of (1) Used RECLAIMER"
8. Bids must be submitted on the BID SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.

HOPKINS COUNTY
BID NO. 2017-003
Purchase of (1) USED RECLAIMER

9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all bids if applicable. Used merchandise may be furnished with all bids if applicable. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.
10. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
11. Hopkins County may cancel this contract at any time for any reason of consistently unsatisfactory service from the other party provided a thirty day written notice is given to the other party.
12. Bidders should state all insurance coverage applicable to this contract. Examples are Workman's Compensation, General Liability, Manufacturer's Liability, etc.
- THE SUCCESSFUL VENDOR MUST SUBMIT COPIES OF INSURANCE CERTIFICATES TO THE COUNTY AUDITOR BEFORE ANY WORK OR DELIVERY CAN BE INITIATED. Payments shall not become due and payable until such certificates have been filed.
13. Hopkins County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
14. The bid award shall be based on, but not necessarily limited to, the following factors:
- a. Unit Price
 - b. Total Price
 - c. Special needs and requirements of Hopkins County
 - d. Results of testing samples
 - e. Delivery
 - f. Hopkins County experience with products bid
 - g. Hopkins County's evaluation of Vendor's ability to fulfill contract.
 - h. Vendor's past performance record with Hopkins County.
15. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.
16. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten.
- If there are any additional charges of any kind, other than those mentioned above, other than those Mentioned above, specified or unspecified, bidder MUST indicate ALL items required and Attendant costs or forfeit the right to payment.
17. Hopkins County is exempt from certain Federal Excise, State and Local taxes.

HOPKINS COUNTY
BID NO. 2017-003
Purchase of (1) USED RECLAIMER

18. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts Nor payments shall be construed as an acceptance of any defective work, improper oil, or a release for any claim for damages. All invoices must be originals or certified copies of originals and are to be sent to:

**County Auditor
P.O. Box 288
Sulphur Springs, Texas 75483**

Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Tuesday noon before the second and fourth Monday.

19. Specifications may reference name brands and model numbers. It is not the intent of Hopkins County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them; Hopkins County shall act as sole judge determining in equality and acceptability of items offered.

C. SPECIAL PROVISIONS

D. CONTRACT FULFILLMENT

Hopkins County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Hopkins County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Specifications. If bid and performance bonds are required, the proper document will be included in the package.

E. SPECIFICATIONS

F. BID SHEET

G. BID AFFIDAVIT