

# OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY

P.O. DRAWER 189 – EL RENO, OK 73036

(405) 262-0161 – fax (405) 262-2523

## PUBLIC NOTICE

### Equipment Financing

The Oklahoma Environmental Management Authority will accept Financing Proposals until 11:00 AM, TUESDAY, July 7, 2026, for the following:

#### FINANCING OF 2026 Case 850M WT Crawler Tractor – Finish Dozer

Total amount to be financed is \$197,000.00. We are accepting proposals for both straight financing and/or lease-purchase with \$1 lease-end buyout. For a lease purchase, the lease must include a governmental non-appropriations clause. This financing does not qualify as "qualified tax-exempt obligation." We request that you submit proposals for three years (36 months), five years (60 months), and seven years (84 months).

Proposals should include the following: Number of payments, payment timing, payment amount, total amount funded and annual percentage rate. **Sealed envelopes must be marked on front: FINANCING BID 07-07-26.**

The Oklahoma Environmental Management Authority reserves the right to accept any alternate bids, or to reject any and all bids, whichever is in the best interest of the Oklahoma Environmental Management Authority. For further information, please contact David Griesel, General Manager or Daniel Chouinard, Controller, at (405) 262-0161.

#### TRUSTEES

Chairman, Timothy Rooney, Mustang • Vice Chairman, T.J. McCullough, Jr, Union City  
Calumet, Jeremy Estep • County Commissioner, Tomas Manske • El Reno, Matt Sandidge • Okarche, JD Mueggenborg  
Piedmont, Joshua Johnston • Yukon, Rick Cacini  
General Manager, David Griesel • Legal Counsel, Chance L. Deaton, Bass Law Firm

**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance of this contract, the vendor agrees as follows:

(A) Not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or ancestry. Vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection for training including apprenticeship.

(B) In the event of the noncompliance with the nondiscrimination clause, the contract may be canceled or terminated by the O.E.M.A. Vendor may be declared by the O.E.M.A. ineligible for further contracts with said agency until satisfactory proof of intent to comply shall be made by vendor.

(C) Vendor agrees to include this nondiscrimination clause in any subcontract connected with the performance of this agreement.

(D) The vendor further certified that neither the corporate officers, nor any major stockholder, i.e., any stockholder owning in excess of ten percent (10%) of said corporation, or any partner or principal is related by either affinity or consanguinity within the third degree to the Governing Body of the O.E.M.A.

I have read the above stated clauses and agree to abide by its requirements.

\_\_\_\_\_  
BUSINESS NAME

BY: \_\_\_\_\_  
PRESIDENT/OWNER

ATTEST:

\_\_\_\_\_  
SECRETARY/NOTARY PUBLIC

**AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$1,000.00**

STATE OF OKLAHOMA  
COUNTY OF \_\_\_\_\_.

The undersigned architect, contractor, supplier or engineer:, of lawful age, being first duly sworn, on oath says that this invoice number \_\_\_\_\_ has been completed or supplied in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elect official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

\_\_\_\_\_  
AFFIANT

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**NOTE:**

A copy of this affidavit must be attached to any invoice submitted by an architect, contractor, engineer, or supplier of material in excess of \$1,000.00.

# OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY

P.O. DRAWER 189 – EL RENO, OK 73036  
(405) 262-0161 – fax (405) 262-2523

## PUBLIC NOTICE

The Oklahoma Environmental Management Authority will receive sealed bids at 1505 S. Rock Island (P.O. Drawer 189, if mailing), El Reno, OK 73036. Closing date for Bids is **11:00 A.M. CST, Tuesday, May 12, 2026**, for the following:

### NEW Finish Dozer

Specifications will be available by request and on the website [www.oemaok.org](http://www.oemaok.org).

Affidavits, Certificate of Non-Discrimination and Affidavit for Payments in Excess of \$1,000.00 must be executed and returned with the bidding documents. Those documents will be available on the website.

**Sealed envelopes must be marked on front:**  
**Bid Opening 05-12-26 – NEW FINISH DOZER**

For further information contact David Griesel, General Manager, at (405) 262-0161. The Oklahoma Environmental Management Authority reserves the right to waive any informalities in the bidding, or to reject any and all bids, whichever is in the best interest of the Oklahoma Environmental Management Authority.

### TRUSTEES

Chairman, Timothy Rooney, Mustang • Vice Chairman, T.J. McCullough, Jr, Union City  
Calumet, Jeremy Estep • County Commissioner, Tomas Manske • El Reno, Matt Sandidge • Okarche, JD Mueggenborg  
Piedmont, Joshua Johnston • Yukon, Rick Cacini  
General Manager, David Griesel • Legal Counsel, Chance L. Deaton, Bass Law Firm

## Specifications for NEW Finish Dozer

Bidder Name: ASCO

Contact Name: JAMES LAIRD

Contact Phone: 405-620-1917 Contact Email: JLAIRD@ASCOEQ.COM

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### **BID SPECIFICATIONS**

Radiator Brush Screen

Cab Rear Screen

Sandblast Screen

Sweeps

Operator's Manual

Cold Weather Starting

Environmental Drain

Hydraulic Valve, 4 Spool W/ Plugs

Rear Hydraulic Function -Pump Hydraulic Equip W/PTO

Seat Belt -Seat Belt, 3"

Opt Cab Lights W/ Sweeps

Telematics On Board

Telematics Service-3Yr Advanced Tele

Subscription

Engine Selection -N.A. Engine

6.7L Turbo Charged Diesel Engine

Tier 4

112 Net Horsepower

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### **COMPARISON OF BIDS**

Award will be made to the vendor(s) offering equipment, price, service, delivery and support deemed to be the lowest and best bid.

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### **RIGHT TO REJECT BIDS**

The Authority reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

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### **BASIS FOR SELECTION AND CONDITIONS**

A responsive bid is one that meets all terms, conditions, and specifications of the bid. The bid must comply with the content requirements of the bid documents. The bidder must perform and do what the bid documents require, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a bid might be declared and found to be non-responsive include:

- . Bid is substantially incomplete
- . Bid is not signed
- . Bid is delivered late
- . No acknowledgement of critical addenda
- . Significant discrepancies appear in the response

A responsive bid conforms to bid specifications. However, a bid which substantially conforms, though not strictly responsive, may be accepted if the variance does not affect the amount of the bid or give a bidder an advantage or benefit not allowed other bidders, or, in other words, if the variance is inconsequential. The Authority reserves the right to reject any and all bids or alternatives and waive any informality or irregularity in the bids or in the bidding, and to determine responsiveness and responsibility of bidder, including but not limited to those areas mentioned above.

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### **ADDENDUMS**

Vendors are to indicate acknowledgement, sign, and return addendums with their response. The Authority reserves the right to reject any response(s) deemed to be non-responsive.

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### **PAYMENT**

The bidder agrees to provide equipment and/or other requirements as stated in this request for bid. The Authority agrees to pay bidder according to the terms and conditions stated in the contract or purchase order.

Should deficiencies be detected in equipment supplied, no payment, or the commencement of a discount period, (if applicable) will be made until the defects are corrected and accepted by the Authority.

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### **PAYMENT DISCOUNTS**

Any discount offered by the bidder must allow for payment after receipt and acceptance of material/equipment and correct invoice, whichever is later. In no case will discount be considered in the evaluation of bids, which require payment in less than thirty (30) days.

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**WARRANTY**

Equipment shall be warranted against defects in materials and workmanship. The bidder shall be responsible for all repairs to equipment, without cost to Authority, within the manufacturer's warranty period. The bidder/vendor shall cause the equipment to be picked up at Authority's landfill, without cost to Authority, when repairs are required, and return the repaired equipment to Authority's landfill.

**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance of this contract, the vendor agrees as follows:

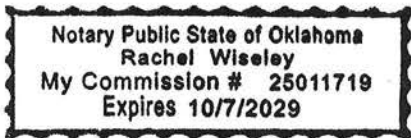
(A) Not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or ancestry. Vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection for training including apprenticeship.

(B) In the event of the noncompliance with the nondiscrimination clause, the contract may be canceled or terminated by the O.E.M.A. Vendor may be declared by the O.E.M.A. ineligible for further contracts with said agency until satisfactory proof of intent to comply shall be made by vendor.

(C) Vendor agrees to include this nondiscrimination clause in any subcontract connected with the performance of this agreement.

(D) The vendor further certified that neither the corporate officers, nor any major stockholder, i.e., any stockholder owning in excess of ten percent (10%) of said corporation, or any partner or principal is related by either affinity or consanguinity within the third degree to the Governing Body of the O.E.M.A.

I have read the above stated clauses and agree to abide by its requirements.



\_\_\_\_\_  
BUSINESS NAME

BY:

  
\_\_\_\_\_  
PRESIDENT/OWNER

ATTEST:

  
\_\_\_\_\_  
SECRETARY/NOTARY PUBLIC

**AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$1,000.00**

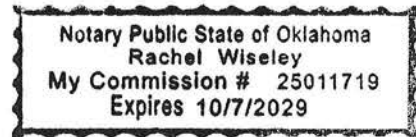
STATE OF OKLAHOMA  
COUNTY OF Oklahoma.

The undersigned architect, contractor, supplier or engineer:, of lawful age, being first duly sworn, on oath says that this invoice number \_\_\_\_\_ has been completed or supplied in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elect official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

\_\_\_\_\_  
AFFIANT

Subscribed and sworn to before me this 21 day of April.

Rachel Wiseley  
NOTARY PUBLIC



My commission expires: 10 / 7 / 2029

NOTE:

A copy of this affidavit must be attached to any invoice submitted by an architect, contractor, engineer, or supplier of material in excess of \$1,000.00.



# Proposal

Quote Expires- 27 Apr 2026

## OEMA

17 April 2026

QUO-54577-Z7S7B3

**Dealer:**

ASSOCIATED SUPPLY  
COMPANY, INC., 7100 SW THIRD,  
OKLAHOMA CITY, Oklahoma,  
73128

James Laird

**Customer:**

OEMA  
1505 S. Rock Island, El Reno , Oklahoma,  
73036

David Griesel

<u>Equipment</u>				
Year	Serial Number	Description	Equipment Tag	Price
2026	HBZN850MASAC02370	Case 850M WT Crawler Tractor	EQ0204984	\$197,000.00
			<b>Sub Total:</b>	<b>\$ 197,000.00</b>
<u>Equipment Specification</u>				
COMMERCIAL MODEL 850M EH WT T4 FINAL BLADE PAT Power Angle Tilt MODEL 850M 850M CASE DZ ORIGIN BRA BRAZIL TRACK VERSION WT Wide Track QUICK PICK OPTIONS 464731 Premium Cab Package 3 SHANK RIPPER 784573 Drawbar TOW HOOK 784487 Front Pull Hook TRACK CHAIN/SHOES 784785 CHAIN - SALT 24" BLADES 784608 112" Dozer Blade CAB 784391 Enclosed CAB FORESTRY PROTECTION X05053X No Open ROPS Side Screen RADIATOR SCREEN 784476 Radiator Brush Screen REAR SCREEN 784508 Cab Rear Forestry Screen SANDBLAST SCREEN 784623 Sandblast Screen OPERATOR'S MANUAL 784138 Manuals & Decals - English REAR HYDRAULIC FUNCTION 784651 Standard Hydraulic Pump REAR VIEW CAMERA 784844 Rear View Camera SEVERE COLD WEATHER 784801 Standard Climate Package BLADE GUIDANCE FACTORY FIT XD5116X No Factory Fit Blade Guidance BLADE GUIDANCE READY 784819 Universal Ready Factory Option				
<u>Pricing Summary</u>				
Trade-In Amount				- \$0.00
Net Purchase Price				\$197,000.00
Tax (If Applicable)				\$0.00
<b>Grand Total</b>				<b>\$197,000.0000</b>

**Do not wire money without verbal confirmation of wiring instructions by an ASCO team member.**  
**There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.**

**ADDITIONAL TERMS AND CONDITIONS**

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party. **Price, terms, and delivery date are subject to approval by the management of ASCO. This proposal expires 10 days from the date stated above unless the proposal has been signed by both the customer and ASCO**

Proposed :

\_\_\_\_\_  
Customer

\_\_\_\_\_  
James Laird

**TERMS AND CONDITIONS**  
**[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]**

**1. General.** These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.

**2. Payment of Net Purchase Price.** Unless otherwise stated in the Proposal, Buyer (sometimes referred to in the Proposal as the "Customer") will pay ASCO (the "Seller") the Net Purchase Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. Any Cash Down Payment is non-refundable due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party. Unless otherwise described in this Proposal, no financing is being offered by Seller.

**3. Cancellation Charge.** A cancellation charge of 20% of the Total Purchase Price is payable by Customer on all cancelled orders.

**4. Taxes, Delivery Fees and Other Fees.** Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due. Unless otherwise stated in the Proposal, the Net Purchase Price DOES NOT include any applicable taxes, delivery fees, or other applicable fees.

**5. Trade-in Equipment.** If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-in Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will be entitled to reappraise the Trade-in Equipment at the time of receipt

of such equipment and to adjust the Trade Allowance and Net Trade Allowance as stated in the Proposal. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.

**6. Non-Performance by Seller.** Seller is excused from performance under the terms of this Proposal if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, supply-chain delays, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, pandemic, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy is termination of this Proposal and the return of its Cash Down Payment, if any.

**7. Buyer's Default.** Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Proposal. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*

**8. Entire Agreement; Modification.** This Proposal constitutes the entire agreement between the parties, and any modification or amendment must be in writing and signed by authorized representatives of both Buyer and Seller.

9. **Jurisdiction and Venue.** This Proposal shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Proposal or the Equipment will be in Lubbock County, Texas.

10. **Delivery:** The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which Seller is unable to control. If Seller has provided Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.

11. **Completion of Blanks.** Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.

12. **Price Increases.** If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.

13. **Final Agreement; Buyer's Performance.. All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal.** Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer. Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO. The person signing this Proposal on behalf of Buyer is an authorized representative with authority to sign this Proposal.

14. **DISCLAIMER OF WARRANTIES ON EQUIPMENT:**

ASCO is not the manufacturer of the Equipment. The only warranties offered in regard to the Equipment are those of the Manufacturer. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASCO MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT; HOWEVER, ASCO'S DISCLAIMER OF WARRANTIES DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer is solely responsible for selecting the Equipment; and, ASCO has not selected the Equipment and is not responsible for the suitability of the Equipment for any use or purpose intended by Customer. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

All used equipment is sold **AS IS, WHERE IS,** and **WITH ALL FAULTS.** Used equipment quoted in the Proposal is subject to prior sale and availability is not guaranteed.

ACCEPTED AND AGREED :

ASSOCIATED SUPPLY COMPANY, INC.

Signature of Buyer: \_\_\_\_\_

Seller's Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Branch Manager: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_