

## NOTICE TO BIDDERS

On behalf of the Commerce Fire Department, sealed bids will be received in the Office of the Ottawa County Clerk, Robyn Mitchell, at 102 East Central Avenue, Suite 103 in Miami, Oklahoma 74354 until 1:45 PM on November 2, 2017. Bids will then be opened and publicly read aloud by the Ottawa County Board of Commissioners on the following:

### **Lease Purchase of a 2005 or Newer Pumper Fire Truck**

Lease/purchase option shall be exercised in accordance with O.S. 62, Section 430.1. **Vendor** must secure financing with a competitive interest rate not to exceed that allowed by State Statute.

Must meet or exceed the following specification:

- 2005 or newer fire pumper
- Seating for at least 5 with SCBA seating for 4
- Minimum 330hp diesel engine
- Automatic transmission
- Minimum 1000 gallon tank
- Minimum 1000 gpm pump
- Build in foam system
- Minimum 25 gallon foam cell
- High side compartments
- Minimum 4 suctions 2 on each side
- Minimum 4 discharges
- Must have deck gun
- Minimum of 2 cross/ speed lays
- Must have generator or inventor to run scene lights
- Minimum of 2 scene lights
- Working Air conditioning
- Tire Chains preferred
- Mechanical windup siren
- Maximum of 4000 engine hours
- Maximum of 70,000 miles
- Hydraulic reels preferred
- Electric reel preferred
- Pike pole preferred
- Extension roof and attic ladder preferred
- Must have current pump test
- Battery master switch
- Must be under 10' total height and width

**Bids submitted must be clearly marked on the outside of a sealed envelope:**

**REBID 2017-2018.10: LEASE PURCHASE OF 2005-NEWER  
PUMPER FIRE TRUCK**

**OPEN: NOVEMBER 2, 2017 @ 1:45 PM**

**and must be accompanied by a completed and notarized “Statement of Non-Collusion” as required by O.S. 74, Section 85.22.**

The successful bidder must comply with O.S. 19, Chapter 33 (Purchasing Procedures).

Bids received late will be returned unopened.

Upon the recommendation of the Commerce Fire Department, the Board of County Commissioners reserves the right to reject any or all bids and/or make an award to other than the low bidder, if such an award is deemed to be in the best interest of the County.

All questions regarding this bid should be directed to Commerce Fire Dept,  
Michael Sweeten @ 918-541-7290

Robyn Mitchell  
Ottawa County Clerk

**OTTAWA COUNTY CLERK**  
**102 EAST CENTRAL AVENUE, SUITE 103**  
**MIAMI, OKLAHOMA 74354**  
(918) 542-3332  
FAX (918) 542-8260  
countyclerk@ottawa.okcounties.org

**INVITATION TO BID**

REBID 2017-2018.10: LEASE PURCHASE OF 2005 or NEWER  
PUMPER FIRE TRUCK  
ISSUED: October 10, 2017  
OPEN: November 2, 2017 @ 1:45 PM

**Business Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**DESCRIPTION:**

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

MILEAGE \_\_\_\_\_

COLOR \_\_\_\_\_

COST \$ \_\_\_\_\_

**LEASE/PURCHASE OPTIONS**

\_\_\_\_\_ PAYMENTS OF \$ \_\_\_\_\_ @ \_\_\_\_\_ % INTEREST

\_\_\_\_\_ PAYMENTS OF \$ \_\_\_\_\_ @ \_\_\_\_\_ % INTEREST

\_\_\_\_\_ PAYMENTS OF \$ \_\_\_\_\_ @ \_\_\_\_\_ % INTEREST

**CONDITIONS OF BID**

On behalf of the Commerce Fire Department, sealed bids will be opened in the Office of the County Commissioners located in the Ottawa County Courthouse at 102 East Central Avenue, Suite 104 in Miami, Oklahoma, at the time and date shown on the Invitation to Bid.

**Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with Bid Number, Date and Time written on the outside of the envelope.**

Unit prices will be guaranteed correct by the bidder.

Firm prices will be FOB Ottawa County.

Purchases by Ottawa County, Oklahoma are not subject to State or Federal taxes.

This bid is submitted as legal offer and any bid, when accepted by the County, constitutes a firm contract.

**Oklahoma laws require each vendor submitting a bid to a County for goods or services to furnish a notarized sworn Statement of Non-Collusion (form supplied below).**

NOTE: Other terms and conditions may be added at the discretion of county officers.

**STATEMENT OF NON-COLLUSION**

AFFIDAVIT: 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 discussions 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.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

Firm: \_\_\_\_\_

**Signed:** \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

City: \_\_\_\_\_ State: \_\_\_\_\_

My commission expires \_\_\_\_\_

Zip: \_\_\_\_\_

**I CERTIFY COPIES OF REBID 2017-2018.10: LEASE PURCHASE OF 2005-NEWER FIRE PUMPER TRUCK WERE MAILED TO THE FOLLOWING VENDORS ON October 13, 2017.**

Vance Ford Lincoln Po Box 1650 Miami, OK 74355	Pittsburg Ford 1097 S Highway 69 Pittsburg, KS 66762	Rush Truck Group 6015 S 49 W Ave Tulsa OK 74107
Mike Carpino Ford 715 N. East Avenue Columbus, KS 66725	Griffith Motor Co 1300 W Harmony Neosho, MO 64850	Scotts Equipment Po Box 6401 Ft Smith AR 72906
Vance Chrysler Dodge Jeep Ram Po Box 1589 Miami, OK 74355	Carthage Ford 2920 S Grand Street Carthage, MO 64836	Richard Bennett Sales Attn: Richard Burkes 305 Sage Brush Road Yukon OK 73099
Bill Knight Ford 9607 S Memorial Drive Tulsa, OK 74133	Miami Auto Supercenter 1640 N. Main Street Miami, OK 74354	Boxcer Equipment Inc 9703 E 56 <sup>th</sup> St N Tulsa OK 74117
Roberts Dodge Chrysler Jeep 5425 S Mill St. Pryor, OK 74361	Frank Fletcher Ford 3015 Turkey Creek Blvd. Joplin, MO 64801	Brindlee Mountain Fire Apparatus 15410 US Highway 231 Union Grove, AL 35175
Lungren Chevrolet Inc. 801 E 3 <sup>rd</sup> St. Grove, OK 74345	Green Country Ford Inc. 225 Dwain Willis Ave Vinita, OK 74301	Chief Truck & Equipment Po Box 188 Duncan OK 73534
Jo CO Equipment 2209 E Wichita St Broken Arrow OK 74012	Weis Fire & Safety Equipment Mike Weis P O Box 3467 Salina KS 67402	Conrad Fire Equipment 132 N 1031 RD Lawrence KS 66046
Ferrara Fire Apparatus Po Box 249 Holden LA 70744	Fire Master Apparatus 2049 E Division Springfield MO 65803	Frontier International 1023 N Garnett Rd Tulsa OK 74107
Jons Mid America Fire App 7037 E US Hwy 60 Rogersville, MO 65742	Tri State Truck & Auto 3739 W 7 <sup>th</sup> St Joplin MO 64801	H&E Equipment Services 3230 Southwest Blvd Tulsa OK 74107

Natasha Mays  
Ottawa County Purchasing Agent

OTTAWA COUNTY, OKLAHOMA  
LEASE PURCHASE AGREEMENT FOR EQUIPMENT

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Board of County Commissioners of Ottawa County, Oklahoma, designated throughout this agreement as the Lessee, and \_\_\_\_\_, 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 QUANTITY UNIT PRICE LEASE PURCHASE PRICE

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**II. PAYMENT OF LEASE PURCHASE INSTALLMENTS**

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay to the Lessor, for the Equipment, the sum of \$ \_\_\_\_\_ per \_\_\_\_\_, during the term of this agreement or any renewal of the agreement. In the alternative, the Lessee promises to pay to the Lessor lease payments as set forth in the lease schedule which is attached to this instrument and which is incorporated by reference. No payment shall be made by the Lessee under the terms of this agreement unless the Equipment shall have been delivered to the requisitioning agency and is at all times, except when made necessary by an emergency, retained by the agency.

**III. LEASE TERMS**

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 each, 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 ten (10) days after the expiration of the term 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 the 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 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 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, in the space provided, the manner in which such reduction shall be computed. If additional space is necessary, attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by reference).

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 of any State regarding the Equipment purchased under the terms of this agreement.

## **VII. DELIVERY 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 (10) 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 and 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 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 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 the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of this 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 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 Ottawa County, State of Oklahoma.

**BOARD OF COMMISSIONERS  
OTTAWA COUNTY, OKLAHOMA**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST

\_\_\_\_\_  
County Clerk

**APPROVAL BY LEGAL COUNSEL FOR OTTAWA COUNTY**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FOR THE LESSOR:**

\_\_\_\_\_  
Title