

## **NOTICE TO BIDDERS**

On behalf of the Paradise Point 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 9:05 AM on November 20, 2023. Bids will then be opened and publicly read aloud by the Ottawa County Board of Commissioners on the following:

### **Lease Purchase Agreement for 2024 Ford F250 Crew Cab Truck**

Must meet or exceed the following specification:

This bid is for lease purchase agreement only. The vehicle quoted is from the Oklahoma Central Statewide Purchasing Contract. Statewide contract terms states the longest term will be (5) Five years. This bid is requesting longer terms to meet the budget of the Paradise Point Fire Department needs.

Financial institution must be in accordance with O.S. 62, Section 430.1.

Please see attached quote for vehicle descriptions and options.

The total purchase amount for the vehicle is \$73,319.60

Paradise Point Fire Department will be providing \$15,000.00 down payment.

Paradise Point Fire Department will be adding additional equipment to the vehicle for safety and firefighting equipment needs.

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

**2023-2024.11 : LEASE PURCHASE FOR 2024 FORD F250  
CREW CAB TRUCK**

**OPEN: NOVEMBER 20, 2023 @ 9:05 AM**

**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 Paradise Point 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 Paradise Point Fire Department, Chris Arnold @ 918-791-6062

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**

2023-2024.11: LEASE PURCHASE FOR 2024 FORD F250  
CREW CAB TRUCK  
ISSUED: October 30, 2023  
OPEN: November 20, 2023 @ 9:05 AM

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

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

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

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

**LEASE/PURCHASE OPTIONS**

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

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

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

**CONDITIONS OF BID**

On behalf of the Paradise Point 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 BID 2023-2024.11 : LEASE PURCHASE FOR 2024 FORD F250 CREW CAB TRUCK WERE MAILED TO THE FOLLOWING VENDORS ON November 3, 2023.**

Welch State Bank  
Po Box 129  
Welch, OK 74369

Bank of Grand Lake  
201 E. 18 Street  
Grove, OK 74344

US Bank  
402 Main Street  
Joplin, MO 64801

Natasha Brunner  
Ottawa County Clerk  
1<sup>st</sup> Deputy

SA&I 120B (Modified)

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";

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2024_FORD	F250	CREW_CAB_TRUCK	(1)	\$73,319.60	\$58,319.60

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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