

Lori Hendricks  
Wagoner County Clerk



307 E. Cherokee St.  
Wagoner, OK 74467  
918.485.7716  
Fax 918.485.7718

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### Invitation to Bid

The Board of County Commissioners, Wagoner County, Oklahoma is seeking sealed bids for a 40' x 80' Prefabricated Metal Building Structure for the Flat Rock Fire Department located in rural Wagoner County in the Flat Rock Area. This is to be a turn-key project.

**Bid # 2014-20**

**Date Published:** May 8 & 15, 2014 (Wagoner Tribune)

**Bidding Period Closing Date and Hour:** May 30, 2014 @ 4:00 PM

**Sealed Bid Opening Date and Hour:** June 2, 2014 @ 9:00 AM

**Requesting Authority:** Flat Rock Fire Department

Bid submissions are to be: Addressed to:  
Wagoner County Purchasing Agent  
P O Box 156  
Wagoner, OK 74477

Delivered to:  
Wagoner County Purchasing Agent  
307 E Cherokee  
Wagoner, OK 74467

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

Please pay particular attention to Item 1 of the Terms and Conditions. This item specifies how the bid envelopes are to be identified to prevent inadvertent or premature opening of sealed bids. Your compliance will ensure consideration of your bid by the awarding body. Late bids will not be considered.

Included in this packet is an Affidavit for Filing with Competitive Bid which must be signed and submitted as part of the bid.

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit for Filing with Competitive Bid
4. Affidavit of Non-Collusion
5. Specifications
6. Insurance Requirements
7. Proposal
8. Financing Form
9. Lease Purchase Agreement with Letter
10. List of Financial Institutions

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## TERMS AND CONDITIONS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID  
NO EXCEPTIONS TO THESE TERMS AND CONDITIONS WILL BE CONSIDERED

1. Bids must be submitted on the included form only. Each bid shall be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed, showing the bid name and number in the lower left hand corner.
2. All bids shall be entered on the Bid Form enclosed or a copy thereof. Bids are to be typewritten or in ink. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of the contract with Wagoner County.
4. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.
5. The enclosed Affidavit for Filing with Competitive Bid MUST be returned with the bid.
6. Wagoner County reserves the right to reject any and all bids and to waive any technicalities in the bidding.
7. Direct purchase of certain items of equipment or material by Wagoner County is exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases, the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax.
8. Bid must show number of days required for delivery under normal conditions. Contractor must keep the County advised at all times of the status of the order. For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval from the Purchasing Agent. Default in promised delivery date, or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge the full increase of cost and handling to defaulting contractor.
9. Bidder agrees to defend and save Wagoner County from and against all demands, claims, costs expense, damage and judgments based upon infringement of any

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- patent to goods specified in this order or the ordinary use or operation of such goods by the County or use or operation of such goods in accordance with the bidders' direction.
10. If the bid requires a written contract, the successful bidders shall execute a written contract with the County within ten (10) days after submission of the contracts to said bidder.
  11. This bid is submitted as a legal offer, and any bid when accepted by the County constitutes a firm contract.
  12. Bidder must furnish a bid bond or cashier's check in the amount of 5% of the bid with bid submission.
  13. Successful bidder must be able to bond. (Performance, Maintenance and Payment Bonds)
  14. Successful bidder will be required to furnish their own Workmen's Comp and General Liability Insurance as required by Oklahoma State Law and by Wagoner County.
  15. This project is to be financed through a Lease Purchase Agreement for a period of 15 years. Owner may finance the entire amount or may make a down payment of either \$25,000 or \$50,000 and finance the balance. Bidder is required to provide arrangements with a financial institution for each of these three scenarios as part of the bid package. It is in the best interest of the Bidder to provide the most advantageous terms available as this may influence bid award. See letter and financing sheet included in bid package. The financial institution MUST be familiar with and follow all aspects of the Lease Purchase Agreement provided by the Oklahoma State Auditor's Office.

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**S.A.&I. 425 (2000)**

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF OKLAHOMA                    )  
  ) SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached 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 county 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 county official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Bidder:  
\_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Notary Public (or Clerk or Judge)

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

Note: Each competitive bid submitted to a county, school district or municipality must be accompanied with the above Affidavit as required by 61 Okla. St .Ann .§ 138.

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## 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 \_\_\_\_\_

(Affix Seal)

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### INSURANCE REQUIREMENTS

The CONTRACTOR (and any subcontractors) shall carry and keep in force during this Agreement policies of insurance in minimum amount as set forth below, as required in Article 21 of the General Conditions, and/or as required by the laws of the State of Oklahoma. The Contractor shall also furnish an Owner's Policy in the same amounts with Wagoner County as the named assured, issued by the same insurance company as the Contractor's Liability Coverage.

Personal Injury, Each Person	\$1,000,000.00
Personal Injury, Each Accident	\$1,000,000.00
Property Damage, Each Occurrence	\$1,000,000.00
Property Damage, Aggregate	\$1,000,000.00

Employer's Liability and Workers' Compensation in the amounts as required by law.

Automobile and Trucks Owned, Hired and Non-Owned

Personal Injury	\$1,000,000.00
Personal Injury, Each Accident	\$1,000,000.00
Property Damage, Each Accident	\$1,000,000.00

The CONTRACTOR shall furnish certificates of such insurance which shall provide that in the event of any material change or cancellation of said policies, the company will give Wagoner County, OWNER, fifteen (15) days written notice.

Wagoner County shall be named as an Additional Insured on CONTRACTOR'S Insurance Policy.

Statements such as "will endeavor" and "but failure to notify" owner shall impose no obligation or liability of any land upon the company" shall not be allowed.

**Special coverage for any blasting operations or use of explosives shall be listed separately on the certificates.**

All insurance must be executed by a company licensed to do business in the State of Oklahoma, and must be acceptable to the Board, Wagoner County.

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# SPECIFICATIONS

## Flat Rock Volunteer Fire Station #2 Wagoner County, OK

### Owner's Representative:

Monty Proctor, PE, CFM  
County Engineer  
Wagoner County, Oklahoma

Wagoner County Courthouse, 3rd Floor  
mproctor@wagonercounty.ok.gov  
ofc: 918-485-7979  
fax: 918-485-7992

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**DESCRIPTION**  
**FLAT ROCK COMMUNITY CENTER SPECIFICATIONS**

The Board of County Commissioners of Wagoner County is now accepting bids on a 40' x 80' prefabricated metal building structure for the Flat Rock Fire Protection District.

The building structure will be located in rural Wagoner County in the Flat Rock Area.

All successful bidders will be required to furnish their own General Liability Insurance and Workmen's Compensation Insurance as required by Oklahoma State Law.

Bidder must furnish a 5% bid bond or cashier's check in the amount of 5% of the bid. Successful bidder must be able to bond.

PLEASE PUT FAX NUMBER

Bidders will please use the attached bid form. Place bid in sealed envelope with "Bid – Flat Rock Fire Department #2" marked outside. Place this envelope in another envelope with **BID** marked outside and mail or deliver to:

County Clerk's Office  
307 East Cherokee  
Wagoner, OK 74467  
Attn: Purchasing

Please sign attached affidavits and return with bid.

**SEALED BIDS MUST REACH THIS OFFICE NO LATER THAN 4:00 PM ON MAY 30, 2014 .**  
Bids will be opened June 2, 2014 at 9:00 AM at County Commissioners meeting.

These items are to be purchased as needed; any change in price will void the bid. County Commissioners reserve the right to refuse any or all bids.

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The Flat Rock Fire Protection District of Wagoner County is now accepting bids on a 40' x 80' prefabricated metal building structure. The building will be located in rural Wagoner County north of Wagoner City in the Flat Rock community.

All successful bidders will be required to furnish their own General Liability insurance and Workmen's Compensation and as required by Oklahoma State Law.

Bidder must furnish a 5% Bid Bond, or a Cashier's Check in the amount of 5% of the bid. Successful bidder must be able to bond.

### **PORTIONS AND SECTIONS TO BID OPTIONS**

- A. 40' x 80' concrete floor with rebar and footings according to plan on Sheet 1.
- B. Electrical: lighting, receptacle, main and service line to building in conjunction with floor plan on Sheet 3.
- C. Plumbing and Mechanical: Floor drains, rough-in for all water lines shown on Sheet 3.
- D. 40' x 80' prefabricated metal building to be erected on site with all inside partition walls completed according to plans. Nine foot (9') ceilings. Elevations and layouts are shown on Sheets 2 & 3.

Plans can be reviewed at the Wagoner County Clerk's Office, Wagoner County Courthouse, 307 East Cherokee, Wagoner, OK 74467. Any changes, deletions, or additions to the original drawings must be requested in writing to the Wagoner County Clerk's office.

### **INSTRUCTIONS TO BIDDERS**

The above sections will be bid as a total package, turn-key.

Prefabricated metal building will be a package unit, delivered on site, ready for erection. Successful Bidder/Manufacturer will provide instructions and five (5) sets of engineered drawings for the package unit.

Five (5) sets of drawings will be hand delivered to the County Clerk's Office, 307 East Cherokee, Wagoner, OK 74467. Drawings will be stamped by a Certified Engineer licensed in Oklahoma.

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## GENERAL CONDITIONS

The Flat Rock Fire Department will be hereafter referred to as the Owner and will furnish all surveys and easements where necessary to provide for construction.

Permits, Licenses, Deposits, Fees will be furnished and paid for by the Owner.

No changes in the project will be permitted unless the Owner requests the Contractor to submit a written breakdown of time, materials, and charges for the change and a change order is written and approved by the Owner, or Owner's Designated Representative.

Contractor will provide Owner proof of compliance with Owner's insurance requirements by submitting a signed statement from Contractor's insurance company.

Contractor, by act of starting work under a signed contract, shall guarantee all work performed under said contract for a period of one (1) year from the date of the Owner's final acceptance of completed building structure.

## PROJECT COMPLETION

Successful Contractor shall complete the project within 180 calendar days from the date of signed contract, and/or after completion of dirt foundation pad. Weather delays will be a consideration determining actual working days. Weather delays for construction will be agreed by Owner or Owner's Designated Representative and successful Bidder. Owner will provide building pad consisting of suitable dirt material and suitable fill.

## SPECIAL CONDITIONS

Bidder/Contractor will visit site to familiarize himself with all existing conditions affecting work under these Contract Specifications. The Bidder/Contractor shall satisfy himself as to the nature and location of the construction project/site, all materials, tools, equipment, and other facilities required during the work to be performed. The Bidder/Contractor accepts the work site as it exists when construction begins.

Successful Bidder/Contractor will request removal or remove from site all existing obstacles and obstructions required for completion of work.

The successful Bidder will be responsible for the protection of a designated benchmark and survey pins during the course of construction. Failure to do so may result in their being re-established by the Owner at the Contractor's expense.

The Owner's Designated Representative will inspect construction site and work performance for compliance of specifications set forth for construction. Representative will inspect job site at Contractor's request after twelve (12) hours notice.

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## COMPULSORY INSPECTIONS

Before placing concrete foundations, footings, slab, paving, or sidewalks at construction site, Owner shall inspect the project after the Contractor installs reinforcing steel, including the installation of all piping, conduit, block-outs, located anchor bolts, and established finish floor grades.

### EXCAVATION, FILLS, AND BACKFILLS

Successful Bidder/Contractor shall excavate and/or fill and grade entire site to finish grades as noted by Owner. Owner will provide fill elevations within 1/10 of required fill elevations to pour concrete slab.

Remove debris and organic accumulations from all areas of site as no filling or grading over such material is permitted. Excavate for building foundation as required by the Owner or Owner's Representative.

### FOOTINGS AND FOUNDATIONS

Concrete building foundations shall be within a level tolerance of  $\frac{1}{4}$ " (+/-) from zero degree elevation on its perimeter as shown on the drawings.

Soil value used for building pad site will be determined by Owner or Owner's Representative. Soil will be placed at desired levels required for compaction. Required compaction will be determined by Owner or Owner's Representative.

Concrete materials shall comply with the current issues of the ASTM specifications. Design shall be in accordance with "building code requirements for reinforced concrete" (ACI 301-05). All concrete shall have a minimum compressive strength of 4,000 psi at 28 days. Contractor will provide upon request copy or copies of any or all concrete delivery tickets.

All exposed concrete areas shall be screened and floated to a true uniform surface and allowed to stand until water has disappeared before final troweling finish.

### PREFABRICATED METAL BUILDING GENERAL SPECIFICATIONS

Metal building shall be the product of a recognized metal building manufacturer.

#### Design Requirements (MINIMUM)

Roof load: 20 pounds per square foot (PSF)

Basic wind load: 25 (PSF) (99 miles per hour)

IBC/UBC 2009 (latest edition) and other Codes and Standards as indicated on "Cover Sheet".

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Successful Bidder/Contractor to furnish engineered stamped drawings within two (2) weeks from accepted, signed date of bid proposal.

Successful Bidder/Contractor will furnish complete erection and shop drawings as specified no later than two weeks after award of contract (4 copies). All drawings must be signed by a Professional Engineer registered in the State of Oklahoma where the building is to be erected, verifying that the building and construction meets specified loading requirements and codes of authorities having jurisdiction.

Be prepared to begin construction or deliver a package unit of the Building structure within 14 days.

### **STRUCTURAL STEEL**

Successful Bidder/Contractor shall furnish all labor and materials to fabricate and install iron and steel items as specified on the drawings.

Materials shall be of new stock deformed Billet or cold rolled free of dust and mill scale and primed with a high quality of red primer. Sections shall be straight or properly bent, cut to exact length and completely prefabricated in accordance with the best practice of the A.I.S.C. All structural sections shall be set plumb or horizontal and in accordance with the manufacturer's recommendations.

Successful Bidder/Contractor will provide a specimen copy of roof panel guarantee. Durability of the roof panels due to rupture, structural failure, or perforation shall be guaranteed for a period of twenty (20) years by the building manufacturer. The specimen copy shall clearly state the conditions under which guarantee is valid. Successful Bidder/Contractor will provide a specimen copy of wall panels guaranteed against chalking for a minimum of five (5) years. Panels are to be guaranteed against fading, checking, blistering, sealing, chipping, flaking, and loose adhesion for a period of ten (10) years. The Bidder/Contractor specimen shall clearly state the conditions under which the guarantee is valid. Successful Bidder/Contractor will provide a specimen copy of weather tightness warranty. Roof system shall carry ten (10) year minimum weather tightness warranty on manufacturer's standard form. The specimen copy shall clearly state the condition under which the warranty is valid.

### **DESCRIPTION OF WORK**

New Flat Rock Volunteer Fire Department Station #2 – Furnish and deliver on site a pre-engineered and prefabricated steel 40' x 80' building, the extent of which is shown on the Drawings. Building shall be furnished and delivered on site complete with all columns, beams, truss girders, purlins, girts, continuous base channel, struts, framing for wall and roof openings, bracing, fasteners, sealant, roof and wall panels, trim, gutters and downspouts, roof curbs, roof jacks, flashing, roof and wall installation, glass personnel doors and frames, liner panels, overhangs, fascia panels, soffits, and all miscellaneous items necessary to provide a weather-tight and complete building in conformance with the Drawings.

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This project is to be funded partially or wholly through a Lease Purchase Agreement. See Item #15 of the Terms and Conditions, Financing Form, Lease Purchase Letter and Lease Purchase Agreement.

Questions concerning bidding of project to be directed to Owner's Designated Representative:

Monty Proctor, PE, CFM  
County Engineer & Floodplain Administrator  
Wagoner County, Oklahoma

Wagoner County Courthouse, 3rd Floor  
mproctor@wagonercounty.ok.gov  
ofc: 918-485-7979  
fax: 918-485-7992

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**PROPOSAL**

Place: \_\_\_\_\_

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

Proposal of \_\_\_\_\_ (hereinafter called  
"Bidder")\* a corporation, organized and existing under the laws of the State of \_\_\_\_\_  
a partnership, or an individual doing business as

\_\_\_\_\_

TO: \_\_\_\_\_

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of \_\_\_\_\_,  
having examined the plans and specifications with related documents and the site of the proposed work,  
and being familiar with all of the conditions surrounding construction of the proposed project including  
availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to  
construct the project in accordance with the Contract Documents, and at the prices stated below. The  
General Contractor under his proposal will provide all utilities for construction and make the final hook-up.  
These prices are to cover all expenses incurred in performing the work required under the Contract  
Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a  
written "Notice to Proceed" of the Owner, and to fully complete the building to the point of beneficial  
occupancy within \_\_\_\_\_ calendar days.

Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_

**BASE PROPOSAL:**

The General Contractor agrees to perform all general construction, (including the metal building),  
mechanical, electrical, plumbing, and civil work as described in the specification and shown on the plans  
set for the sum of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_).

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**PROPOSAL (CONTINUED)**

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal contract within 10 days and deliver a Bonds as required.

The contract agreement will be the "Standard Form of Agreement between the Owner and General Contractor for Construction of Buildings", A.I.A. Document, Latest Edition.

Respectfully submitted:

By:

Title:

Business:

Seal - if bid is by a corporation

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## FINANCING FORM

Financial Institution: \_\_\_\_\_

Item: Prefabricated Metal Building

Amount Financed (Scenario 1):  
**(If entire cost of building is financed)** \$ \_\_\_\_\_

Annual Rate 15 Years: \_\_\_\_\_%

Monthly Payment for 15 Years: \$ \_\_\_\_\_

Amount Financed (Scenario 2):  
**(If a \$25,000 down payment is made)** \$ \_\_\_\_\_

Annual Rate 15 Years: \_\_\_\_\_%

Monthly Payment for 15 Years \$ \_\_\_\_\_

Amount Financed (Scenario 3):  
**(If a \$50,000 down payment is made)** \$ \_\_\_\_\_

Annual Rate 15 Years: \_\_\_\_\_%

Monthly Payment for 15 Years \$ \_\_\_\_\_

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## Lease-Purchase Requirements

Under the Constitution of the State of Oklahoma, County governments are not allowed to incur indebtedness except by a vote of the people. Under 62 O.S. 430.1, however, the County is allowed to rent, lease or purchase property under a lease purchase agreement effective for the fiscal year but which may contain provisions for mutual ratification of renewal each fiscal year pending funds being available.

If the County has specified that the item to be bid is to be financed through a lease-purchase agreement and has indicated the length of time the financing is to occur, then the vendor must provide the financing for the item bid as part of the bid package. The vendor may contact financial institutions to procure the financing. If more than one institution responds, the vendor is to select the most appropriate response and include it in the bid package when submitted. The financing arrangement may be considered by the County when selecting the successful vendor.

The State Auditor has provided a lease-purchase agreement that meets the requirements of the law for Counties which is included in this bid package. If another form is used, it must contain ALL the terms of the one approved by the State Auditor.

For vendors who wish to provide the financing through a financial institution, a list of Wagoner County financial institutions which are familiar with the lease-purchase requirements of the County is included in the bid package.

While the County is interested in competitive financing rates, it is recommended that the vendor utilize an institution that is familiar with the County lease-purchase agreement.

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SA&I 1.120-S (2001)

\_\_\_\_\_ COUNTY OKLAHOMA

LEASE PURCHASE AGREEMENT

THIS AGREEMENT IS MADE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN THE BOARD OF COMMISSIONERS OF \_\_\_\_\_ 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 PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY 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 TERM

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 TERMS 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 TERMS 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 TO 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.

Lori Hendricks  
Wagoner County Clerk



307 E. Cherokee St.  
Wagoner, OK 74467  
918.485.7716  
Fax 918.485.7718

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 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 OR 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 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

NOT WITHSTANDING 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 THE 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 THE 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 THE AGREEMENT SHALL BE DETERMINED TO BE INVALID. IT SHALL BE CONSIDERED AS DELETED FROM THIS AGREEMENT AND NO REMAINING PROVISION OF THE 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 \_\_\_\_\_ COUNTY (LEASING COUNTY) STATE OF OKLAHOMA.

BOARD OF COUNTY COMMISSIONERS AT

\_\_\_\_\_, OKLAHOMA

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

FOR THE LESSOR:

\_\_\_\_\_  
TITLE

ATTEST: \_\_\_\_\_  
COUNTY CLERK

Lori Hendricks  
Wagoner County Clerk



307 E. Cherokee St.  
Wagoner, OK 74467  
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Fax 918.485.7718

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The selected vendor is responsible for arranging financing on lease purchase items. Please consider using a Wagoner County financial institution to secure financing.

**Wagoner County Financial Institutions:**

First Bank & Trust Co.

Attn: Charles Adams

111 S Casaver Ave.

Wagoner, OK 74467

Ph: (918) 485-2173

American Bank

Attn: Jimmy Hall

201 E Cherokee

Wagoner, OK 74467

Ph: (918) 485-5555

Armstrong Bank

Attn: David Buse

1500 W Hwy 51

Wagoner, OK 74467

Ph: (918)485-4104

First State Bank

P O Box 89

Porter, OK 74454

Ph: (918) 483-2241

**Other Financial Institutions Requesting to Participate:**

Welch State Bank

Attn: Sherri Mount

P O Box 129

Welch, OK 74369

RCB Bank

Attn: Curtis R Bales

5010 S Mill St.

Pryor, OK 74361