	<b>INVITATION FOR BID</b> #02-20/21 Hay & Pasture Lease at Stillwater Regional Airport Issued: Saturday, September 19, 2020	<b>City of Stillwater,</b> Oklahoma
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NOTICE is hereby given that the CITY OF STILLWATER, OKLAHOMA will receive sealed Bids for the following:

BID # 02-20/21

**DESCRIPTION: HAY & PASTURE LEASE AT STILLWATER REGIONAL AIRPORT**

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid will be posted on the City’s website at [www.stillwater.org](http://www.stillwater.org) or a hardcopy may be obtained at:

City of Stillwater – City Clerk  
723 S. Lewis St.  
Stillwater, OK 74074

**Bids must be received no later than 3:00 PM (CST) on Wednesday, October 14, 2020 and delivered to:**

City Clerk’s Office  
723 S. Lewis St.  
Stillwater, OK 74074


Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened**. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.

The Bid Packet consists of (1) this Notice of Invitation for Bid; (2) the Summary Sheet; (3) Form #1; (4) Form #2; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) the Instructions, Terms & Conditions for Bidders; (10) Special Requirements; (11) Technical Specifications; (12) Bid Form; and (13) Map.

Use this Checklist to ensure you have properly read and completed all Forms.

- \_\_\_\_\_ Notice of Invitation for Bid
- \_\_\_\_\_ Summary Sheet
- \_\_\_\_\_ Form #1: Bidder Information Sheet (Must be completed)
- \_\_\_\_\_ Form #2: Contract (Original(s) to be signed after bid award)
- \_\_\_\_\_ Form #3: Interest Affidavit
- \_\_\_\_\_ Form #4: Non-Collusion Affidavit (Original signature & notarization required)
- \_\_\_\_\_ Form #5: Affidavit of Claimant (Original signature & notarization required)
- \_\_\_\_\_ Form #6: Acknowledgement of Receipt of Addenda/Amendments (Must be completed & signed)
- \_\_\_\_\_ Instructions, Terms & Conditions for Bidder
- \_\_\_\_\_ Special Requirements (Offer Period; Insurance & Bonding; References)
- \_\_\_\_\_ Technical Specifications
- \_\_\_\_\_ Bid Form (This is your bid. It must be completed or your Bid will be rejected)
- \_\_\_\_\_ Map of agricultural lease area at Stillwater Regional Airport

**IMPORTANT NOTE:** Write the Bid Number, Bid Description, and Bid Opening Date (as listed above) on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.

	<b>INVITATION FOR BID</b> #02-20/21 Hay & Pasture Lease at Stillwater Regional Airport Issued: Saturday, September 19, 2020	FORM –SS SUMMARY SHEET
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**SUMMARY SHEET**

**Procurement Specialist**

If you have questions or need additional information, contact the Procurement Specialist:

Michelle Wilhelm  
[michelle.wilhelm@stillwater.org](mailto:michelle.wilhelm@stillwater.org)  
Please include #02-20/21 on the subject line

**Bidder’s Notice of Intent to Submit a Bid**

Email the Procurement Specialist indicating your intent to Bid. Include #02-20/21 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. The same procedure should be followed to request clarification, in writing, of any point in the Invitation for Bid.

Bidders are encouraged to contact the Procurement Specialist by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions or concerns must be received no later than six (6) days prior to the Bid Packet due date.

**Issuing of Addenda**

If you received the Notice of this Invitation for Bid from the City, you should also receive notice of any addenda issued.

**Pre-Bid Tour**

Non-mandatory pre-bid tours of the property will be available for this Invitation for Bid. Property tours are NOT MANDATORY. Tours will be by appointment only. To setup an appointment, please contact David Lyons at [david.lyons@stilwater.org](mailto:david.lyons@stilwater.org) or 405-533-8427. **Facemasks are required for the tour.**

Date: Monday, September 28, 2020 between 10:00 am – 4:00 pm – BY APPOINTMENT ONLY


Location: Stillwater Regional Airport – Airport Terminal Building, 2020-1 W. Airport Rd Stillwater, OK 74075

- Attendance at the Pre-Bid Conference is **REQUIRED** to submit a Bid
- Attendance is **NOT REQUIRED** to submit a Bid.

Printed copies of the Bid documents are available for **\$ 10.00** per copy. In addition to or as an alternative to hardcopy documents a free copy of the bid packet may be downloaded from <http://stillwater.org/rfp>.

Copies of the specifications and addenda may be obtained by contacting:

Michelle Wilhelm  
Finance Department  
City of Stillwater  
723 S. Lewis  
P.O. Box 1449  
Stillwater, OK 74076-1449  
405.742.8231  
[michelle.wilhelm@stillwater.org](mailto:michelle.wilhelm@stillwater.org)

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Technical questions should be directed to:

Michelle Wilhelm  
Finance Department  
City of Stillwater  
723 S. Lewis  
P.O. Box 1449  
Stillwater, OK 74076-1449  
405.742.8231  
[michelle.wilhelm@stillwater.org](mailto:michelle.wilhelm@stillwater.org)


Event	Date(s)
Invitation to Bid Published	Saturday, September 19, 2020
Pre-Bid Tours (NON-MANDATORY)	Monday, September 28, 2020 between 10:00 am – 4:00 pm by appointment only
Final Day for Questions	Wednesday, October 7, 2020
Addenda Issued	No later than October 8, 2020
Bid Opening	Wednesday, October 14, 2020, 3:00 PM

**Bid Packet Submission**

The City requires three (3) completed Bid Packets. (1 Original and 2 copies)  
Each must be clearly labeled on the front sheet indicating “Original” or “Copy”.

Responses to this Invitation for Bid must be made on the Forms and documents listed on Page 1. The entire Bid Packet must be returned or your Bid may be rejected.

All Bid Openings are public and take place at 3:00 PM Wednesday. The Bid Openings are held in the City of Stillwater, Meeting Room 1112B, 723 S. Lewis St., Stillwater, Oklahoma, 74074.

	<b>INVITATION FOR BID</b> #2-20/21 Hay & Pasture Lease at Stillwater Regional Airport Issued: Saturday, September 19, 2020	FORM #1 BIDDER INFORMATION SHEET
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**FORM #1  
BIDDER INFORMATION SHEET**

**Bidder's Exact Legal Name:** \_\_\_\_\_  
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

**State of Organization:** \_\_\_\_\_

**Bidder's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Other: _____                  |
| <input type="checkbox"/> Limited Partnership |  |

**Bidders Address:** \_\_\_\_\_  
Street
City
State
Zip Code

**Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Sales Contact:**

**Legal or Alternate Contact:**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



**INVITATION FOR BID**  
#02-20/21  
Hay & Pasture Lease at Stillwater Regional Airport  
Issued: Saturday, September 19, 2020

FORM #2  
HAY & PASTURE  
LEASE AGREEMENT

**FORM #2**  
**STILLWATER REGIONAL AIRPORT**  
**HAY & PASTURE LEASE AGREEMENT**

This agreement is entered into between the City of Stillwater, Oklahoma, a municipal Corporation, and \_\_\_\_\_ LESSEE, an individual, whose principal place of business or address is \_\_\_\_\_ ("Lessee").


**RECITALS:**

1. The City of Stillwater ("City") is a municipal corporation established under the laws of the State of Oklahoma.
  2. The City of Stillwater owns and operates land and certain aviation facilities known as "Stillwater Regional Airport."
  3. City and Lessee have negotiated this Agreement for the lease certain lands at Stillwater Regional Airport for aviation purposes as hereinafter defined, specifically the pasturing of cattle and haying.
- NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, City and Lessee do hereby agree as follows:

**ARTICLE I**  
**Definitions**

**Section 1.1 Definitions.** Throughout this Agreement, the words herein shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

- a. *Agreement* means this lease Agreement between City and Lessee;
- b. *Airport* means Stillwater Regional Airport;
- c. *Airport Operations Area* means that portion of the Airport, except the Main Lobby of the Terminal Building and Administrative Office Suite, not accessible to the general public, wherein aviation activities and operations are conducted, including, but not limited to all runways, aprons, hangars, and areas immediately adjacent thereto.
- d. *Airport Improvements* means those improvements identified on an approved Airport Layout Plan;
- e. *EPA* means the United States Environmental Protection Agency and all federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
- f. *FAA* means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
- g. *FAR* means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA;
- h. *Governmental Requirements* means all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings, including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either, the City of Stillwater; the State of Oklahoma, or other governmental entities to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon.
- i. *Leased Premises* means the land area described and illustrated on *Attachment "Map."*
- j. *Leasehold Improvements* means all improvements made by the Lessee(s) to the Leased Premises.
- k. *Term of this Agreement* means the period of time that this Agreement shall be in effect, as set forth in Sections 2.1 and 2.3;

	<b>INVITATION FOR BID</b> #02-20/21 Hay & Pasture Lease at Stillwater Regional Airport Issued: Saturday, September 19, 2020	FORM #2 HAY & PASTURE LEASE AGREEMENT
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- I. TSA means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

## ARTICLE II Term

**Section 2.1 Term of Agreement.** The Term of this Agreement shall commence on January 1, 2021, and expire on December 31, 2025, unless otherwise terminated or canceled as provided herein.

**Section 2.2 Survival of Obligations.** All obligations under this Agreement which have been incurred by Lessee, or with respect to which Lessee shall be in default, shall survive any termination or cancellation of this Agreement, unless waived or released in writing by City.

**Section 2.3 Option to Extend.** During the period commencing December 31, 2025 Agreement and ending October 31, 2025, said date being sixty (60) days prior to the expiration date of this Agreement ("first option period"), Lessee shall have the option to extend the Term of this Agreement, for one (1) extended period of five (5) years, and during the period commencing January 1, 2026 and ending December 31, 2030 to extend being subject to the following terms and conditions:

- a. Lessee shall not be in default of this Agreement;
- b. Lessee shall deliver timely written notice of its exercise of the option to City;
- c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term period.

**Section 2.4 Surrender of Possession.** Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Agreement, or any extension hereof, Lessee agrees to vacate and surrender possession of Leased Premises peacefully and promptly to City subject to the terms of Article VI, Section 6.3(b). As set forth in this section and Article II, Section 2.5, the term vacate shall mean the complete removal of all cattle, machinery and equipment from the Leased Premises.

**Section 2.5 Holding Over.** Lessee shall not be permitted to hold over after the expiration of the Term, First Option Period, or Second Option Period, whichever is applicable, and shall fully vacate and surrender possession of the Leased Premises on or before the applicable expiration date in accordance with Article II, Section 2.4, Section 2.6 and Article VI, Section 6.3(b).

**Section 2.6 Lease Expiration.** At the end of the Term, First Option Period, or Second Option Period, whichever is applicable, Lessee shall immediately and peaceably vacate the Leased Premises. Any and all improvements constructed by Lessee on the Leased Premises, including buildings shall become the property of City, unless removed in accordance with Section 6.3 herein. Lessee agrees to execute any and all documents necessary to convey title to any such improvements to City at said time. Lessee further acknowledges that any un-harvested grass remaining on the Leased Premises on such expiration date is the property of City, is not considered a growing crop as defined by state law, and Lessee hereby forfeits the right to harvest such after the expiration of this Agreement. City shall have the right to remove and/or dispose of, at its sole discretion, any cattle, machinery, or livestock left on the Leased Premises after the expiration of this Agreement.



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**ARTICLE III**  
**Rentals, Fees and Charges**

**Section 3.1 Initial Rental Rate; Payment.** Lessee shall pay City the sum of (\$\_\_.00) per acre per year ("base ground rental rate") as rent for the Leased Premises during the Term of this Agreement as rent for the Leased Premises. Rent payments will be due on a quarterly basis on beginning January 1, 2021; April 1, 2021, July 1, 2021, and October 1, 2021. Thereafter during the remainder of the Term, First Option Period, or Second Option Period, whichever is applicable, payments are due on January 1, April, 1, July 1, and October 1 of the applicable year.

**Section 3.2 Subsequent Rental Rate.** Effective on each July 1 during the Term of this Agreement, First Option Period, or Second Option Period, whichever is applicable, the base ground rental rate shall be increased based upon the percentage increase in the National Consumer Price Index ("CPI") as published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency or entity. The annual base ground rental rate shall be adjusted to the nearest penny (\$0.01).

**Section 3.3 Rate Adjustment--Limitation.** In any event, the rental rate for any succeeding rental period shall not be less than the rental rate established for the preceding rental period nor shall the increase be greater than ten percent (10%) in any one year.

**Section 3.4 License Contingent Upon Payment.** The grant of the rights, licenses, facilities, services and privileges to Lessee under this Agreement, in each case, shall be subject to the full and timely payment of the rentals, fees and charges required to be paid by Lessee hereunder.

**Section 3.5 Landlord's, Agister's Liens.** City shall hold the first lien, paramount to all others, on every right and interest of Lessee in this Agreement, on all improvements, equipment and fixtures to the Leased Premises. The lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance, all and singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma.


City shall additionally hold an agister's lien on all cattle grazed on the Leased Premises during the Term, First Option Period, and/or Second Option Period. This lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance, all and singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee. This lien shall be in addition to all rights of City given under 4 O.S. §192 and all other applicable laws of the State of Oklahoma.

**Section 3.6 Place of Payments.** All sums payable by Lessee hereunder shall be delivered to:

2020-1 West Airport Road  
Stillwater, Oklahoma 74075

**Section 3.7 Delinquencies.** In addition to any remedy available to it hereunder, City may impose as additional rent a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, if greater.

**Section 3.8 Utility Service.** Lessee, at its own expense, shall be responsible for the installation, relocation, modification and maintenance of all utility services on the Leased Premises. Lessee shall pay as the

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same becomes due, all utilities and other charges incurred in the operations, maintenance, use, occupancy, repair and upkeep of the Leased Premises and the improvements located thereon.

**ARTICLE IV**  
**Lessor's Grants; Reservations**

**Section 4.1 Lease.** City hereby offers and leases to Lessee, and Lessee hereby accepts and leases from City, the Leased Premises for the purposes set forth in Section 5.1 hereof for the Term of this Agreement, First Option Period, or Second Option Period, whichever is applicable, subject to the provisions set forth herein. Lessee accepts the Leased Premises in the condition existing at the commencement of this Agreement.

**Section 4.2 Avigation Easement.** City also reserves for itself, and the City and its licensees, an avigation easement in, over and across the air space above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities. City reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with 14 C.F.R. Part 77 and other applicable standards or Governmental Requirements, together with the right to prevent Lessee or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport (other than any buildings to be constructed in compliance with the plans and specifications approved pursuant to Article VI hereof), which would conflict with such standards and Governmental Requirements.

**Section 4.3 Reservation of Mineral Rights.** City reserves all right, title and interest in and to all minerals in, on or under the Leased Premises. Lessee shall not engage in any mining or drilling activities in, on or under the Leased Premises during the Term of this agreement. "Minerals" as used herein shall mean all mineral substances and deposits whether solid, gaseous, or liquid.


**Section 4.4 Quiet Enjoyment.** Unless Lessee shall have defaulted in his obligations hereunder, he shall have quiet enjoyment of the Leased Premises. Provided, however, City makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or that they will be suitable for Lessee's purposes and needs. City reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter and expand the Airport and all roadways, parking areas, terminal facilities, runways, taxiways and other aircraft operating areas as it may reasonably see fit, free from any and all liability to Lessee for damages of any nature whatsoever to Lessee occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport unless said liability arises from the solely negligent acts of City, its agents, and contractors.

**Section 4.5 No Joint Venture or Partnership.** This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between City and Lessee; (b) to give City any interest in the business of Lessee; or (c) to grant to Lessee any powers as an agent or representative of City, for any purpose or to bind City.

**Section 4.6 Termination of Agreement for Airport Purposes.** Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, City hereby expressly reserves the right to terminate this Agreement upon a determination by City that the Leased Premises are needed for permanent Airport construction, or development, or improvements. Such construction, development or improvements shall be for airport and or aviation purposes only.

In the event that permanent Airport construction, development or improvement necessitates termination of this Agreement and the acquisition of Lessee's Leasehold Improvements and interest in the Leased Premises,



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Lessee shall surrender the Leased Premises to City within ninety (90) days from receipt of City’s written notice of its intent to terminate the Agreement and acquire Lessee’s Leasehold Improvements and interest in the Leased Premises. City shall use its best efforts to provide Lessee with replacement premises at the Airport at the rates not to exceed those provided in this Agreement and under the same terms and conditions as this Agreement or the then current lease agreement in use by City subject to the same periods of duration and renewal options of this Agreement. Relocation benefits shall be paid by City to Lessee in the manner required by applicable law.

In consideration of Lessee’s surrender of the Leased Premises, Lessee shall receive, as complete compensation for Lessee’s interest in the Leased Premises and Lessee’s improvements thereto, a sum of money equivalent to the fair value of any improvements of Lessee acquired by City. Determination of the fair value of the improvements shall be made by the appraisal methods known as the “market comparison approach”. The appraisal method known as the “income approach” shall not be used in the valuation of the improvements, and Lessee hereby acknowledges that it shall not be entitled to damages due to loss of any type of income caused by the termination of this Agreement as described in this Section.

**ARTICLE V**  
**Use**

**Section 5.1 Use of Leased Premises.** Lessee shall have the right to use the Leased Premises for the express and limited purpose of pasturing cattle and haying. The Leased Premises shall not be used by Lessee for any other purpose.

**Section 5.2 Access.** Lessee shall take access to the Leased Premises in accordance with the restrictions/conditions set forth in this Article and at locations determined by the Airport Director. Lessee shall not access the Airport Operations Area at any time except for haying purposes or to capture/remove strayed cattle as set forth herein.

**Section 5.3 Requirements and Limitations-Generally.** Lessee shall not enter the Airport Operations Area at any time until authorized to do so by the Airport Director or designee. Lessee shall not enter the Airport Operations Area in a motor vehicle until attending and successfully completing annual FAA mandated drivers’ training. All vehicles operated by Lessee inside the Airport Operations Area shall be equipped with a top-mounted amber flashing light or yellow flag meeting FAA specifications and a two-way radio capable of communicating with Air Traffic Control at all times the vehicle is located within or immediately adjacent to said operations area. Lessee shall immediately remove any mud, debris, or foreign material deposited on any ramp, runway, or taxiway by Lessee’s vehicles or equipment operating within the Leased Premises or Airport Operations Area.

**Section 5.4 Requirements and Limitations-Employees, Agents.** On or before January 1, 2021, Lessee shall submit to the Airport Director a list containing the full names, addresses, dates of birth and social security numbers of all employees or agents that will be entering the Leased Premises in conjunction with Lessee’s authorized use as set forth in Article V, Section 5.1. Lessee shall immediately provide the Airport Director with an updated list whenever the employment or agency status of those included in the initial list changes or to reflect replacement or additional employees or agents. All requirements and limitations applicable to the Lessee shall apply to employees and agents while on Airport property.

**Section 5.5 Requirements and Limitations-Pasturing.** City hereby grants Lessee the right to pasture cattle on the Leased Premises in accordance with this Agreement (Pasture areas as indicated on Exhibits “A” and “B”). Lessee is prohibited from pasturing any other type of livestock or species of animal on the Leased premises, except that Lessee may temporarily bring horses onto the Leased Premises for the limited purpose of herding or locating cattle. Lessee shall maintain the cattle herd population on the Leased Premises in accordance



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with the recommendations set forth in *Oklahoma Cooperative Extension Service Publication F-2871*. Cattle shall be kept in a healthy condition, free of communicable or other diseases, and reasonably free of flies and external parasites. Lessee shall immediately remove all dead or non-ambulatory cattle from the Leased Premises. Lessee shall keep all cattle within the boundaries of the Leased Premises and shall immediately return any cattle that escape from said area to such confinement. Lessee shall provide the Airport Director with a twenty-four hour telephone contact number to report problems with cattle operations on the Leased Premises.

**Section 5.6 Haying:** City hereby grants Lessee the right to annually harvest grass growing on the Leased Premises in accordance with this Agreement (Haying areas as indicated on Exhibits "A" and "B"). All grass shall be cut, baled, and removed from the Leased Premises between the dates of April 15 and July 15 during the Term of this Agreement, First Option Period, or Second Option Period, whichever is applicable. Provided, however, that such harvest shall be completed (all bales and haying equipment/machinery removed) no later than **July 1** during the year that this Agreement expires as set forth in Article II of this agreement. No extension of this time frame shall be permitted for bad weather or other reason without the written consent of the City.

Haying operations shall be conducted on weekdays between the hours of 8:00 a.m. and 8:00 p.m. Lessee shall not conduct haying operations on weekends or City-observed holidays except as authorized by the Airport Director. Lessee may be billed for all costs related to weekend haying operations, including City employee overtime, when appropriate.

Hay baled in the Airport Operations Area shall be removed from the field the same day it is baled. Hay baled adjacent to all runways and taxiways shall be collected and removed from the field immediately after it is baled.


No hay shall be stored on the Leased Premises except bales to be used for feeding cattle pastured on the Leased Premises. The Airport Director shall determine the location of any hay stored on the Leased Premises for this purpose.

Lessee shall notify the Airport Director at least five (5) days in advance of initial entry onto the Leased Premises for haying purposes.

Haying within the Airport Operations Area is subject to and shall be conducted per the direction the air traffic control tower.

All operators of motor vehicles used in haying operations shall be required to complete annual FAA mandated driver training.

**Section 5.7 Safety and Security Plan.** Lessee, at its sole cost and expense, shall comply with any airport safety and security plan established by City. Lessee shall require all invitees entering the Leased Premises to comply with any such plan and all applicable Governmental Requirements pertaining to security and safety.

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**ARTICLE VI**  
**Improvements to the Premises**

**Section 6.1 Intent; Title to Existing Improvements.** City and Lessee do not contemplate the construction of buildings, structures or other improvements by Lessee on the Leased Premises during the Term of this Agreement, the First Option period, or Second Option Period. Should Lessee elect to construct a building or other structure on the Leased Premises, then the provisions set forth in Article VI of this Agreement shall become applicable.

Title to all improvements (except improvements owned by the City) currently located on the Leased Premises and Leasehold Improvements constructed by the Lessee during the Term of this Agreement as hereinafter set forth, shall be and remain in Lessee during the Term of this Agreement and any extended period. Title to any such improvements shall vest with City upon expiration of this Agreement as set forth in Section 2.6 herein. Lessee shall not sell, convey, mortgage, gift, or devise the Leasehold Improvements without City consent.

**Section 6.2 Removal or Alteration of Airport Structures on Leased Premises.** Lessee may not remove or otherwise alter any improvement to the Leased Premises owned the City without prior written consent of City. Lessee may request permission in writing to remove or alter such improvements.

**Section 6.3 Removal or Alteration of Improvements on Leased Premises.** a. Any and all improvements constructed by Lessee on the Leased Premises, including buildings or other structures, shall become the property of City upon termination of the Agreement. Lessee shall not remove or alter any Leasehold Improvement without City consent. Removal of any building or other structure constructed on the Leased Premises by Lessee during the term of this Agreement, the First Option period, or Second Option Period, shall require the additional consent of the Stillwater City Council. The entire cost of any removal, storage, maintenance, transportation and/or disposal of any Leasehold Improvement shall be borne by Lessee. Upon termination or expiration of this Agreement, City may require Lessee to remove Lessee's Improvements. In such event, Lessee shall restore the Leased Premises to an unimproved condition at Lessee's sole cost and expense. If Lessee fails to do so, City may, at its option, cause the improvements to be removed and the Leased Premises restored at the sole cost and expense of the Lessee.

**Section 6.4 Construction of New Improvements.** Lessee shall have the right to construct improvements on the Leased Premises consisting of buildings, structures, and other such improvements. Lessee shall not construct any improvements to the Leased Premises without submittal to, and approval of, all plans and specifications by City as hereinafter set forth. All plans and specifications for new improvements on the Leased Premises shall be prepared by Lessee in compliance with all Governmental Requirements. Lessee shall furnish to City copies of permits and licenses needed for construction. A construction application, in a form prepared by Authority, together with plans and specifications, shall be submitted by Lessee to City for approval. Thereafter, City shall have thirty (30) days after receipt within which to approve the plans and specifications, or to notify Lessee of any objections thereto. Each objection and the ground therefor, shall be stated separately. Lessee shall have a reasonable time thereafter within which to make any revisions to remove City's objections. Upon City's receipt of the final plans and specifications, City shall have thirty (30) days within which to approve or reject Lessee's revised proposal. After City's approval of the final plans and specifications, Lessee may proceed with construction. Construction shall be substantially in accordance with the approved plans and specifications. Upon completion of construction, Lessee shall furnish to City one (1) complete set of reproducible "as built" plans and specifications in digital format.

**Section 6.5 Adverse Effect of New Improvements.** New improvements on the Leased Premises shall not be constructed in a manner which may adversely affect existing improvements, other Airport tenants, Airport property, or other property contiguous to the Airport.



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**Section 6.6 Inspection.** City and their authorized representatives, shall have the right to inspect the Leased Premises during all reasonable hours, or in case of emergency, at any time.

**Section 6.7 Weight Limitations.** Lessee hereby specifically acknowledges that the roadways, taxi lanes, taxiways, ramps and aprons located on the Airport wherein the Leased Premises are located are stressed for designated maximum gross weights. Lessee shall be responsible for all damage or destruction caused by utilization of said Airport roadways, taxi lanes, taxiways, ramps and aprons by aircraft or vehicles operated by Lessee or invitees in excess of the maximum gross weights.

**Section 6.8 Minimum Building Standards.** Lessee shall maintain the exterior appearance of the Leasehold Improvements on the Leased Premises in a proper state of repair and shall specifically prevent, repair and paint any visible peeling, chipped, faded or rusted areas.

**ARTICLE VII**  
**Maintenance and Care of Leased Premises**

**Section 7.1 Lessee's Obligations.** Lessee shall perform all maintenance, including but not limited to, all repairs relative to hearing, electrical, plumbing and air conditioning systems; roofs; walls; structure; structural improvements; paving; and any ramp on the Leased Premises. Lessee, at all times, shall keep in a clean and orderly condition and appearance all the Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon. Lessee shall not commit or suffer to be committed any nuisance on the Leased Premises. Lessee shall conduct Lessee's operations in an orderly and property manner so as not to annoy, disturb, or be offensive to others at the Airport. Lessee shall take all reasonable measures to keep the sound level of Lessee's operations as low as reasonably possible. Lessee shall not permit the accumulation of any rubbish, trash or other waste material. Except in tanks and in the manner approved by appropriate governmental authorities, Lessee shall not store any gasoline or other material likely to give off fumes or gases or any material likely to constitute a fire, safety or security hazard on the Leased Premises. Lessee shall not cause or permit any hazardous or flammable substance to be used, stored, generated or disposed of on the Airport or Leased Premises, except as otherwise provided herein.

**ARTICLE VIII**  
**Indemnity and Insurance**

**Section 8.1 Indemnity-General.** Lessee shall indemnify, protect, defend and hold completely harmless, the City, and its officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Leased Premises, the Airport, or the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regarding of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of City. City shall give notice to Lessee of any such liability, loss, suit, claim or demand, and Lessee shall defend the same using counsel reasonably acceptable to City. The provisions of this section shall survive the expiration or early termination of this Agreement.

**Section 8.2 Insurance.**

a. Lessee shall maintain in force during the Term, and any extended Term, public liability and insurance in comprehensive form including but not limited to airport premises liability and aircraft liability with such coverage and limits as reasonably may be required and approved by City from time to time, but in no event for less than



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in minimum amounts equal to the liability limits applicable to municipalities under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, which are presently \$125,000.00 per person for personal injury; \$25,000.00 per person for property damage; and \$1,000,000.00 total liability per occurrence. The City of Stillwater, and their officers, employees, and/or agents shall be named as additional insured on said policy up to, but not exceeding, the statutory liability limits. This requirement should not be construed as limiting the ability of Lessee to obtain additional liability insurance in excess of the statutory liability amounts, provided that City of Stillwater, and their officers, employees, and/or agents are not named as additional insured to the extent any liability coverage in excess of the statutory liability limits is procured by Lessee.

b. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance by providing a certificate of Lessee's insurance coverage. The certificate(s) of insurance shall provide that (1) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to City; (2) the policy shall be considered primary as regard any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; and (3) deductibles shall not exceed five thousand dollars (\$5,000.00).

c. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to City a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, and Lessee's failure to respond to a written notice from City, City may, in addition to all its other remedies exercise City's rights as provided in the default provisions of this Agreement.


**ARTICLE IX**  
**Governmental Requirements**

**Section 9.1 Governmental Requirements – General.** Lessee shall comply with all Governmental Requirements applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon. Lessee shall also require its guests, invitees, and those doing business with it to comply with all applicable Governmental Requirements.

**Section 9.2. No Liability for Exercise of Powers.** The City shall be liable to Lessee for any diminution of deprivation of Lessee's rights which may result from the proper exercise of any power to preserve the City in this Agreement. Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall substantially interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

**Section 9.3 Non-discrimination.** Lessee, Lessee's successors in interest and assigns, as a part of the consideration hereof, do covenant and agree hereby, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21, (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Part 26 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Nondiscrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder or may hereafter be amended.

**Section 9.4 Taxes and Other Governmental Charges.** Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that any time lawfully may be assessed or levied against or with respect to Lessee's Leasehold Improvements, including any ad valorem or personal property tax

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that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, as permitted by law, Lessee may contest any such taxes or governmental charges.

**Section 9.5 Domestication.** If Lessee is a foreign corporation, Lessee shall domesticate corporate status within the State of Oklahoma. Lessee shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to City such evidence of good standing as City from time to time reasonably may require.

## ARTICLE X Default

**Section 10.1 Events of Default Defined/Cure.** The following shall be “events of default” under this Agreement, and the terms “events of default” or “default” shall mean, whenever they are used herein, any one or more of the following:

- a. Lessee shall fail to pay when due and owing any rentals, fees, or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by City;
- b. Lessee shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the Leased Premises to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in the Leased Premises, the Leasehold Improvements, or in this Agreement, except in accordance with the provisions hereof;
- c. Lessee shall terminate Lessee’s corporate structure, except as permitted herein;
- d. Lessee shall substantially breach any term, provision, condition, obligation or covenant under this Agreement;
- e. Lessee shall abandon, desert, or vacate the Leased Premises voluntarily for a continuous period of ninety (90) days or more after a written notice served on Lessee. Abandonment shall be presumed by evidence of non-payment of rentals for a continuous period of ninety (90) days after due, plus non-occupancy of the Leased Premises.
- f. Lessee shall fail to comply with insurance requirements imposed in Section 8.2 hereof.

If Lessee commits an event of default as set forth in Subsections 10.1(a) through (f) hereof, and such failure shall continue unremedied for thirty (30) days after City shall have given to the Lessee written notice specifying such default, then City may proceed in accordance with Section 10.2 of this Agreement; provided, City may grant Lessee (in writing) such additional time as reasonably is required to correct any such default if Lessee has instituted corrective action as is diligently pursuing the same.

**Section 10.2 Remedies upon Lessee’s Default and Failure to Cure.** Whenever an event of default of Lessee shall occur, and upon Lessee’s failure to cure after notice of default is given as provided in Section 10.1 above, City may pursue any available right or remedy at law or equity, including:

- a. *Termination.* City may deliver to Lessee written notice of termination, specifying the date (which must be at least thirty (30) days after the date of mailing of the notice) upon which the Agreement will terminate. In the event of termination, Lessee’s right to possession of the Leased Premises immediately shall cease. City may then reenter and take possession of the Leased Premises and Lessee forthwith shall surrender



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possession of the Leased Premises. Upon termination of this Agreement, Lessee shall be liable for payment of:

1. All sums accrued through the date of termination;
2. The balance of all rentals required to be paid to Lessee;
3. The reasonable costs incurred by City in terminating this Agreement, recovering possession of, and re-letting the Leased Premises, or any portion thereof; and
4. The reasonable cost incurred by City to restore the Leased Premises or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by City from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by City of any rentals from Lessee after the termination of this Agreement shall not reinstate this Agreement.


b. *Possession of Leased Property; Storage.* If City takes possession of the Leased Premises upon Lessee's default, City may expel Lessee and those claiming through or under Lessee and remove their property. City may remove all of Lessee's property in or upon the Leased Premises and place such property in storage for the account, and at the sole expense, of Lessee.

c. *Cumulative Remedies.* Each remedy available to City under this Section shall be cumulative and shall be in addition to every other remedy of City under this Agreement or existing at law or in equity.

**Section 10.3 Nonwaiver.** Neither the waiver by City of any breach by Lessee of any provision hereof, nor any forbearance by City to seek a remedy for any such breach, shall operate as a waiver of any other breach by Lessee.

**Section 10.4 Event of Default by City, Lessee's Remedies.** City shall not be in default in the performance of any of its obligation hereunder until City shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such nonperformance, after notice by Lessee to City specifying wherein City has failed to perform any such obligations. Neither the occurrence nor existence of any default by City shall relieve Lessee of Lessee's obligation hereunder to pay rentals, fees and charges. However, Lessee may institute such action against City as Lessee may deem necessary to compel performance or recover Lessee's damages for nonperformance.

**Section 10.5 Condemnation.** If, at any time during the Term and any extended term, the Leased Premises or the Leasehold Improvements located thereon or any portion thereof shall be taken by exercise of the power of eminent domain by a governmental entity other than the City, the proceeds and awards in the condemnation proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If City and Lessee are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the Leased Premises are taken wholly by condemnation, this Agreement shall terminate. Provided, valuation of Lessee's interest in the Leased Premises and any Leasehold Improvements thereon shall be determined in the manner set forth in Section 4.6 entitled Termination of Agreement for Airport Purposes.

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**ARTICLE XI**  
**Transfer of Interest**

**Section 11.1 Assignments by the City.** The City may transfer or assign this Agreement to any successor in interest to whom the Airport may be sold or assigned without consent of Lessee; however, the successor in interest shall execute and deliver to City, with a copy to Lessee, an instrument assuming the obligations of the City under this Agreement.

**Section 11.2 Assigning, Subletting and Encumbering.** Lessee shall not assign, sublet or encumber the Leased Premises, or any Leasehold Improvements thereon, without City’s prior written consent. If Lessee shall be other than an individual, for purposes of this section, the transfer of the majority of the shares of the Lessee (including any combination of shares that are equivalent to a majority interest) or any other evidence of majority ownership interest or control in the Lessee’s enterprise, shall be deemed an “assignment.”

**ARTICLE XII**  
**Miscellaneous**

**Section 12.1 Rules of Construction.** Throughout this Agreement, unless the context clearly shall require otherwise:

- a. The singular includes the plural and vice versa;
- b. The words “and” and “or” shall be both conjunctive and disjunctive;
- c. The words “all” and “any” mean “any and all”;
- d. The word “including” means “including without limitation”;
- e. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
- f. Reference to articles or sections respectively shall mean articles or sections of this Agreement.


**Section 12.2 Existence of Lessee Entity.** All references in this Agreement to “corporations” and “corporate” shall include limited liability companies and limited partnerships, as appropriate. If Lessee is a corporation, Lessee shall maintain its corporate existence and shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it. However, Lessee may, without violating the prohibition contained in this section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all of substantially all of its assets as an entity and thereafter dissolve. If the surviving or transferee corporation (a) assumes in writing all of the obligations of Lessee herein; (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Lessee immediately prior to such consolidation, merger, sale or transfer; and (c) is qualified to do business in Oklahoma.

**Section 12.3 Notice.** All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been given sufficiently on the fifth day following the day on which the same are mailed by registered or certified or priority mail, postage prepaid as follows, if to the City:

2020-1 West Airport Road  
Stillwater, Oklahoma 74075

and, if to Lessee:



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Lessee Address

the City, and Lessee, by written notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent.

**Section 12.4 Severability.** In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

**Section 12.5 Entire Agreement; Modification.** This Agreement expresses the entire understanding of City and Lessee concerning the Leased Premises and all agreements of City and Lessee with each other concerning the subject matter hereof. Neither City nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Leased Premises or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by City and Lessee.

**Section 12.6 Execution of Counterparts.** This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


**Section 12.7 Effect of Saturdays, Sundays and Legal Holidays.** Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

**Section 12.8 Descriptive Headings; Table of Contents.** The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

**Section 12.9 Choice of Law; Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform, as the case may be, such act or obligation.

**Section 12.10 Force Majeure.** Neither City nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Lessee to pay the rentals and other charges required hereunder.

**Section 12.11 Recovery of Attorney's Fees and Costs.** If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and

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costs incurred in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

**Section 12.12 Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, City and its successors and assigns, and upon Lessee and Lessee's respective heirs, devisees, personal representatives, successors, and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

IN WITNESS WHEREOF, City and Lessee have entered into this Agreement at Stillwater, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
LESSEE

STATE OF OKLAHOMA     )  
) ss:  
COUNTY OF PAYNE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

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

My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



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FORM #2  
HAY & PASTURE  
LEASE AGREEMENT

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby enters into the above lease agreement dated \_\_\_\_\_, 2020, between City of Stillwater, Lessor, and \_\_\_\_\_, Lessee.

CITY OF STILLWATER, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
WILLIAM H. JOYCE, MAYOR

(Seal)  
ATTEST:

\_\_\_\_\_  
TERESA KADAVY, CITY CLERK

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
JOHN E. DORMAN, CITY ATTORNEY



**INVITATION FOR BID**  
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FORM #3  
 INTEREST AFFIDAVIT

**FORM #3  
 INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Stillwater either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officer and/or employees of the City of Stillwater own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

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

By: \_\_\_\_\_  
 Signature

Printed Name: \_\_\_\_\_

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

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

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

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State where Notarized: \_\_\_\_\_

**The Affidavit must be signed by and authorized agent and notarized**



**INVITATION FOR BID**  
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FORM #4  
 NON-COLLUSION  
 AFFIDAVIT

**FORM #4**  
**NON-COLLUSION AFFIDAVIT**  
 (Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purpose of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in the restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any municipal official or employee as to create a sole-source acquisition in contradiction to Section 74 O.S. §85.45j.1.

I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Stillwater any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

By: \_\_\_\_\_  
 Signature

Printed Name: \_\_\_\_\_

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

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

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

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State where Notarized: \_\_\_\_\_

**The Affidavit must be signed by and authorized agent and notarized**



**INVITATION FOR BID**  
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FORM #5  
 AFFIDAVIT OF  
 CLAIMANT

**FORM #5  
 AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Stillwater will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests, and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Stillwater or any public trust where the City of Stillwater is a beneficiary, of money or any other thing of value to obtain payment of the invoice of procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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


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

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State where Notarized: \_\_\_\_\_

**The Affidavit must be signed by and authorized agent and notarized**

	<b>INVITATION FOR BID</b> #02-20/21 Hay & Pasture Lease at Stillwater Regional Airport Issued: Saturday, September 19, 2020	FORM # 6 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS
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**FORM #6  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable)

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**Sign Here ▶** \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

	<b>INVITATION FOR BID</b> #02-20/21 Hay & Pasture Lease at Stillwater Regional Airport Issued: Saturday, September 19, 2020	FORM-TC TERMS & CONDITIONS
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**FORM #TC**  
**INSTRUCTIONS, TERMS & CONDITIONS FOR BIDDERS**

**1. PURCHASING AUTHORITY.**

City issues this Invitation for Bid pursuant to Stillwater City Charter, Art. IV, §4-1 and Stillwater City Code, Ch. 2, Art. VI, §2-608, the provisions of which are incorporated herein.

**2. DEFINITIONS.**

The following terms have the following meanings when used in the documents comprising this Bid Packet.

- A. **“Acceptance”** with respect to a Bid shall mean Stillwater’s selection of a Bid and award of a contract to the Bidder/Contractor.
- B. **“Acceptance”** with respect to delivery of Goods and/or Services provided for under a Purchase Agreement shall mean Stillwater’s written acknowledgement that Contractor has satisfactorily provided such Goods and/or Services as required.
- C. **“Addenda” “Addendum”** or **“Amendment(s)”** shall mean a calcification, revision, addition, or deletion to this Invitation for Bid by the City of Stillwater which shall become a part of the agreement between the parties.
- D. **“Authorized Agent”** means an agent who is legally authorized to bind the Bidder/Contractor under the law of the State in which Bidder/Contractor is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Bidder. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
  - **Corporations** – the president, vice president, board chair, or board vice chair can sign; others can sign if they have and provide to the City (i) a corporate resolution giving them authority to bind the Contractor; and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
  - **General Partnerships** – any partner can sign to bind all partners.
  - **Limited Partnerships** – the general partner must sign.
  - **Individuals** – no additional authorization is required, but signatures must be notarized.
  - **Sole Proprietorship** – the owner can sign. Any other person can sign if (s)he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
  - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of members indicating the authorization is still valid.

Entities organized in states other than Oklahoma must follow the law of the State in which they are organized.

- E. **“Bid”** means the Bidder’s irrevocable offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Bidder chooses to submit to support the Bid.
- F. **“Bidder”** means the legal entity which submits a Bid for consideration by the City of Stillwater in accordance with the Invitation for Bid.
- G. **“Bid Packet”** consists of the following documents (1) Notice of Invitation for Bid; (2) Summary Sheet; (3) Form #1; (4) Form #2; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) Instructions, Terms & Conditions for Bidders; (10) Special Requirements; (11) Technical Specifications; (12) Bid Form; and (13) Map.





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- H. **“Bid Submission Date”** shall mean the last date by which the City of Stillwater will accept Bids under an Invitation for Bid.
- I. **“City”** shall mean the City of Stillwater, Oklahoma.
- J. **“Contractor”** shall mean the Bidder whose Bid the City of Stillwater selected and awarded a contract.
- K. **“Days”** shall mean calendar days unless specified otherwise.
- L. **“Primary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as the principal supplier of the Goods and/or Services required under this Agreement.
- M. **“Procurement Specialist”** shall mean the City’s employee assigned by the City of Stillwater to serve as the contact person for Bidders/Contractors responding to Invitations for Bid or completing contracts herein.
- N. **“Purchasing Division or City Clerk’s Office”** shall mean the City of Stillwater City Clerk, 723 S. Lewis St., Stillwater, Oklahoma, 74076.
- O. **“Secondary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as a back-up supplier in the event that the Primary Contractor is unable to provide all the Goods and/or Services required.
- P. **“Unit Price”** shall mean an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- Q. **“You” or “Your”** shall mean the Bidder responding to this Invitation for Bid or the Contractor whose Bid the City of Stillwater selected and awarded a contract.
- R. **“Website”** shall mean the City of Stillwater’s website: [www.stillwater.org](http://www.stillwater.org)

**3. QUESTIONS REGARDING INVITATION FOR BID.**

Questions regarding any portion of this Invitation for Bid must be submitted in writing (sent by mail or email) to the Procurement Specialist indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Conference, if required. Questions and concerns must be received no later than six (6) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on the City of Stillwater. At the City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation for Bid with anyone other than the Procurement Specialist or City Clerk or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and any payments made refunded.

**4. ORAL STATEMENTS.**


No oral statements by any person shall modify or otherwise affect the provisions of this Invitation for Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by the City of Stillwater City Clerk.

**5. EXAMINATION BY BIDDERS.**

You must examine the specifications, drawings, schedules, special instructions, and all documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.

**6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.**

The City of Stillwater may addend or amend its Invitations for Bid no later than three (3) working days prior to the date stated for the Opening of the Bids, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by email) of any addenda or amendments to those Bidders who have responded to the Procurement Specialist with their intent to respond to the Invitation for Bid. However, it is your responsibility to

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inquire about any addenda or amendments by signing and returning Form #6 – Acknowledgement of Receipt of Addenda/Amendments with your Bid. The City of Stillwater may reject any Bid that fails to acknowledge any addenda or amendments.

**7. SPECIFICATIONS / DESCRIPTIVE TERMS / SUBSTITUTIONS.**

Unless the term “no substitute” is used, references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model. This Invitation for Bid may make such referenced to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, the City of Stillwater may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to the City. In the case of existing contracts, you shall give the City thirty (30) days advance notice in writing of any such proposed changes or substitutions. The City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid may be considered non-responsive and the Bid rejected.

**8. PRICE / DISCOUNTS.**

Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.

**9. NO INDEMNIFICATION OR ARBITRATION BY CITY.**

Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney’s fees and costs. In addition, Seller shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.

**10. DELIVERY.**

All prices quoted shall be based on delivery F.O.B. Stillwater, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Contractor to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.

**11. TAXES.**

The City of Stillwater is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.

**12. BID SUBMISSION.**

The Bid Packet forms must be prepared in the name of the Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the “Bid Submission Date”). A Bid is an irrevocable offer and when accepted by the City of Stillwater (as evidenced by City’s execution of the Agreement) shall constitute a firm contract.

- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER “EXHIBIT A”, ANY DOCUMENTS NECESSARY TO**



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**COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**

- B. Sealed Bids may be either mailed or delivered, but must be received at:  
City of Stillwater – Office of the City Clerk  
723 S. Lewis St. / PO Box 1449  
Stillwater, OK 74076-1449
- C. Bids will be accepted at the above address from 8:00 AM to 5:00 PM (CST), Monday through Friday except for City holidays. City is not responsible for failure of Bids to be received by the City Clerk’s Office prior to the due date and time. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.
- D. Late Bids will be **rejected**. The Procurement Specialist, in his/her sole discretion, may make exceptions only for the following reasons:
- City Hall closed for business for part or all of the day on the date the response was due.
  - If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
  - If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Procurement Specialist.
- E. **City of Stillwater will NOT accept faxed Bids.** No exceptions.
- F. The City of Stillwater is not responsible for any of your costs in preparing the Bid response, attending a Pre-Bid Conference, if required, or any other costs you incur, regardless of whether the Bid is submitted, accepted, or rejected.
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder’s name and address must also be clearly indicated on the envelope.
- H. If submitting multiple options to the Invitation for Bid, each will be separately considered separately requiring each response to be complete and accurate. Each option must be clearly marked as “Option 1 of 3”, “Option 2 of 3”, etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. At a minimum, there will be one (1) original, clearly labeled as such (“ORIGINAL”) on the Bid Packet cover page, and two (2) copies, clearly labeled as such (“COPY”) on the Bid Packet cover page.
- J. Multiple boxes or envelopes are permissible, but must not weigh more than fifty pounds (50 lbs.). Each box must be clearly labeled as instructed herein and numbered (i.e. “Box 1 of 3”, “Box 2 of 3”, etc.). The original must be in Box #1.
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections made to the Bids must be in initialed in ink.

**13. BID REJECTION OR WITHDRAWAL.**

- A. The City of Stillwater may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder’s liability to the City of Stillwater.**



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- C. A Bid may be rejected if Bidder is currently in default to City of Stillwater or any other contract or has an outstanding indebtedness to the City of Stillwater of any kind.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

**14. BID RESULTS.**

A tabulation of Bids received will be made available on the City's website generally within five (5) working days after the Bid Opening Date. After a contract award is recommended by the Project Manager, a copy of the Bid summary will be available in the City Clerk's office. Bid results are not provided in response to telephone or email inquiries.

**15. PURCHASE ORDER.**

In the event the successful Bid is for an amount less than Fifty Thousand Dollars (\$50,000), and it is determined by the City of Stillwater to be in the best interest of the City, the City may in its sole discretion, issue a Purchase Order rather than execute the Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms and conditions of the Bid Packet documents, including the Agreement, will govern the transaction and be enforceable by the City of Stillwater and Bidder/Contractor.

**16. CONTRACT AWARD.**

If a contract is awarded, it will be awarded to the Bidder that the City of Stillwater determines is the lowest responsible Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder's qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with the City of Stillwater, and guarantees of materials and equipment, as applicable. A complete list of factors that are considered is set forth in the City of Stillwater Purchasing Manual. Unless otherwise noted, the City of Stillwater reserves the right to award a contract by item, one or more groups of items, or all items in the Bid, whichever is in the City's best interest.

**17. IRS FORM W-9.**

If the City of Stillwater selects your Bid and awards a contract to you, you will have ten (10) days from notification of award to provide the City of Stillwater with your complete IRS Form W-9.


**18. NOTICE TO PROCEED.**

If the City of Stillwater accepts your Bid and executes the Agreement, you shall not commence work until authorized to do so by the Procurement Specialist or her representative. Receipt of a Purchase Order from the City of Stillwater is notice to proceed.

**19. PAYMENTS.**

Invoices and Application for Payment must be emailed to: [foster.becquet@stillwater.org](mailto:foster.becquet@stillwater.org) Payments will be made Net 30 days after receipt of a properly submitted invoice or the City of Stillwater's Acceptance of the Goods and/or Services, whichever is later, unless the City of Stillwater decides to take advantage of any prompt payment discount included in the Bid.

**20. FORCE MAJEURE.** In no event shall City of Stillwater be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, or the declaration of a federal, state, or local emergency. In the event of a declared federal, state, or local emergency affecting Stillwater, Oklahoma, the City Manager shall have the unilateral right to suspend any or all services provided for under this Contract or to terminate this Contract without any liability whatsoever. In the event of termination, this Contract shall not be revived by the expiration of the declared emergency. In the event of suspension of any or all services during a time of declared emergency and upon expiration of said declared emergency, the parties may mutually agree in writing to resume services

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**SPECIAL REQUIREMENTS**

**1. IRREVOCABLE OFFER PERIOD.**

You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until **60 days** after the Bid Opening Date.

**2. GENERAL LIABILITY / INDEMNIFICATION.**

You shall hold the City of Stillwater harmless for any loss, damage or claims arising from or related to your performance of the Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. You agree to indemnify and hold the City of Stillwater harmless from claims, demands, causes of actions or suits of whatever nature arising out of the Goods and/or Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

**3. LIENS.**

No liens of any kind shall exist against property of the City of Stillwater. Bidder shall deliver all Goods to the City of Stillwater free and clear of liens. Delivery by Bidder to City of goods which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by the City as a result of the existence of such liens shall be paid to the City by returning such goods and reimburse the City for any payments made for such goods.

**4. INSURANCE.**

If the box is checked "Yes," the following insurance is **required**:


**YES**       **NO**

Bidder and its subcontractors must obtain at Bidder's expense and keep in effect during the term of the Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Worker's Compensation insurance in the statutory limits required by law. The amounts set forth below are minimums, to the extent additional coverage is required it will be set forth in the contract. Amounts required by the contract shall govern.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 aggregate comprehensive
General Liability	\$1,000,000 per occurrence
Property Damage	\$25,000 per occurrence
Property Damage	\$1,000,000 aggregate
Auto Liability	\$125,000 each person for bodily injury
Auto Liability	\$25,000 each occurrence for property damage

The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as the City is not named as an additional insured in any amount in excess of said statutory liability limits.

**BIDDER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.**

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You will have ten (10) days after notification that your Bid was selected for contract award by the City of Stillwater to provide proof of such coverage by providing the Procurement Specialist shown on the Summary Sheet of the Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- Contractor’s Name
- Insurer’s name and address
- Policy number
- Liability Coverage Amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Invitation for Bid number
- Insured or Additional Insured shall include the City of Stillwater and its officers, agents and employees

The Bidder shall not cause any required insurance policy to be cancelled or permit to lapse. It is the responsibility of the Bidder to notify the City of any change in coverage or insurer by providing the City with an updated Certificate of Insurance. Failure of Bidder to comply with the insurance requirements herein may be deemed a breach of the Agreement. Further, a Bidder who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new agreements.

**5. BONDING.**

If the box is checked “Yes,” the Bond is **required**:

**A. BID BOND**

YES       NO

**B. PERFORMANCE BOND**

YES       NO


**C. MAINTENANCE BOND**

YES       NO

**D. STATUTORY BOND**

YES       NO

The required Bid Bond shall be made payable to the Owner (“City of Stillwater”) for the sum of 5% of the Bidder’s bid total (Total Bid shown on Exhibit A: Bid Form). Bid bond shall be in the form of certified funds; cashier’s check or irrevocable letter of credit. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required bonds and insurance within the timeframes set forth in the Contract Documents then Owner may annul the award and the bid bond of that Bidder shall be forfeited.

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**6. CITY PURCHASING CARD.**

Is the City of Stillwater purchasing card acceptable for payments. (The card is a Mastercard)

**Bidder to Check Box and Initial if Bidder will accept City's purchasing card as a form of payment.**

YES       NO      Bidder's Initials \_\_\_\_\_

**7. REFERENCES.**

If the box is checked "Yes," References are **required**:

YES       NO

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	



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TS-TECHNICAL  
SPECIFICATIONS

**TECHNICAL SPECIFICATIONS**

**GENERAL INFORMATION**

The City of Stillwater is requesting bids for an agricultural hay and pasture lease for tracts of land located in Payne County, State of Oklahoma. The written lease agreement term shall be January 1, 2021 through December 31, 2025. This written lease agreement may be extended for one (1) additional five-year period per agricultural lease terms and conditions as agreed upon by the lessor and lessee. This is an agricultural lease. NO HUNTING ALLOWED. Property tours will be available but not required. Tours will be conducted Monday, September 28, 2020 by appointment only between the hours of 10:00 am and 4:00 pm. To setup an appointment, please contact David Lyons at [david.lyons@stilwater.org](mailto:david.lyons@stilwater.org) or 405-533-8427.

**REQUIREMENTS**

- Access to the operations area of the airport will be by specific approval of the airport staff only.
- The air operations area is under the control of the air traffic control, therefore all haying operation and removal of said hay will be in compliance with airport staff and air traffic control instructions.
- Swathing, hay baling, and removal of the bales of hay will be performed during the hours of 8:00 am to 8:00 pm.
- All bales of hay will be removed promptly behind the hay baler. Storage of hay will be allowed per agreement of the airport staff and only in the area where it will be fed. Access to the hay storage is not available through the operations area after haying is completed.
- All vehicles operating within the air operations area will be equipped with top-mounted yellow flags or flashing amber lights.
- All drivers of vehicles used for haying must be informed of airport operations prior to beginning haying operations. Arrangements must be made five (5) days in advance with airport staff for the briefing. To meet this requirements the successful bidder must attend and complete the Stillwater Regional Airport Federal Aviation Administration (FAA) mandated annual FAR 139 Driver Training course.
- The successful bidder will ensure no mud, debris, or foreign material is deposited on any ramp, runway or taxiway during any hay or pasture operations. Furthermore, tenant will be responsible for immediate removal of material if such an incident does occur.
- The successful bidder will be required to have a two way radio capable of communicating with air traffic control for the times when operating in the airport operations areas.
- All hay cutting should be completed by July 15<sup>th</sup> of each year.
- Pasture lease will be for cattle only.
- Successful bidder will be solely responsible for the livestock that are placed within the lease parcels. The successful bidder will be readily available on a 24 hour basis by cell, phone, or pager so that airport staff can contact the lease holder in case of emergency. Airport staff will not be responsible for cattle who escape the lease premises.
- Insurance as set for in Special Requirements and proposed agreement.

**FENCE MAINTENANCE AND UPKEEP**

The successful bidder and airport staff will determine a cost-share arrangement for the maintenance and upkeep of the fencing on an as needed basis.





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**WEED/BRUSH CONTROL**

The successful bidder, airport staff, and Payne County Extension Educator will meet each March to determine weed and brush control needs of the leased property. Chemical brush and weed control will be required as needed per recommendations of the Payne County Extension Educator. The airport staff and successful bidder will determine a cost-share arrangement to meet the recommendations. Weed and brush control spraying will need to be completed during the window of April 10 – May 10.


**CATTLE STOCKING RATE**

The recommended stocking rate per Oklahoma State University Extension is one (1) animal unit (1200 lbs) to every 8-10 acres. Please see the table below for the recommended number of cattle per tract for the pasture lease.

<b>Pasture Tract</b>	<b>Acres</b>	<b>Animal Units/(1200 lbs)</b>
Tract 2	67	7
Tract 4	171	19
Tract 5	101	11
Tract 7	253	28
Tract 8	90.7	10
Tract 9	79.5	8
Tract 10	149	16
<b>Total</b>	<b>911.20</b>	<b>99</b>

**BILLING INFORMATION**

Lease payments are to be made on a quarterly basis as billed on the billing statement from The City of Stillwater/Stillwater Regional Airport. Payment must be made to Stillwater Regional Airport within 25 days of the statement billing date for each quarter. Delinquent payments will be subject to a 10% per month finance charge. Lease rates will be reviewed and adjusted based on an increase in the Consumer Price Index (CPI), "All Urban Cities" through the life of the lease. The first lease review and possible adjustment will occur for the January 1, 2022 year.

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**BID FORM**

All bids will be quoted in dollars per acre for the agricultural tracts listed below for the hay and pasture lease at the Stillwater Regional Airport. Bid form must be completed.

<b>HAY LEASE</b>				
Tract 1	22.5 acres			
Tract 3	18.9 acres			
Tract 6	129 acres			
Tract 11	25.3 acres			
Tract 12	88.6 acres			
Tract 13	19.6 acres			
<b>TOTAL</b>	<b>303.9 acres</b>			
<b>PASTURE LEASE</b>				
Tract 2	67 acres			
Tract 4	171 acres			
Tract 5	101 acres			
Tract 7	253 acres			
Tract 8	90.7 acres			
Tract 9	79.5 acres			
Tract 10	149 acres			
<b>TOTAL</b>	<b>911.2 acres</b>	<b>DOLLARS PER ACRE</b>	<b>TOTAL PER QTR</b>	<b>TOTAL ANNUAL RENT</b>
			(\$/acre*1215.1*3)	(Ttl qtr *4)
<b>GRAND TOTAL</b>	<b>1215.1 acres</b>	<b>\$ _____ /acre</b>	<b>\$ _____</b>	<b>\$ _____</b>

Bidder guarantees the price stated above for sixty (60) days from the bid opening date and for one year from the effective date of a contract, if awarded. This bid will become a binding Contract only after acceptance by Customer and Bidder.

Bidder \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Authorized Signature \_\_\_\_\_

