

DEPRECIABLE: YES DATE LAST DEPR: 6/2024 ORIGINAL LIFE: 36  
 DEPR METHOD: STRAIGHT LINE IMPROVED LIFE: 0  
 ACCUM DEPR: 42,121.63 SALVAGE VALUE: 0.00 TOTAL LIFE: 36  
 BALANCE: 23,807.87 REPLACEMENT COST: 0.00

ACCUM DEPR ACCOUNT	EXPENSE ACCOUNT	PERCENT
01-106.01	01-515-5560	100

ASSET ID: 3213 CLASS: 40 DESC: 2023 CHEVY TAHOE  
 FUND/DEPT: 01-41 POLICE TYPE: NORMAL UNIT 260  
 SERIAL #: 1GNSCLED9PR266711 UNITS: 0.00  
 TAG #: CI48362 LAST EDIT: 4/03/2024  
 PRI/SEC LOCATION: POLICE NOTE:

METHOD OF ACQ: 39-541-5971 ASSET CONTROL: 01-106 PROPERTY, PLANT & EQUIPMENT  
 DATE ACQUIRED: 7/28/2022 VENDOR: 01-R0147 RCB BANK  
 ORIGINAL COST: 65,929.50 INVOICE: #1 INS POLICY:  
 IMPROVED COST: 0.00 PO NUMBER: 23-0003 INS COMPANY:  
 PARTIAL DISPOSAL: 0.00 METHOD OF DISP: EXPIRATION:  
 ADJUSTED ASSET COST: 65,929.50 DATE DISPOSED: POLICY VALUE: 0.00  
 REPLACEMENT VALUE: 0.00

DEPRECIABLE: YES DATE LAST DEPR: 6/2024 ORIGINAL LIFE: 36  
 DEPR METHOD: STRAIGHT LINE IMPROVED LIFE: 0  
 ACCUM DEPR: 42,121.63 SALVAGE VALUE: 0.00 TOTAL LIFE: 36  
 BALANCE: 23,807.87 REPLACEMENT COST: 0.00

ACCUM DEPR ACCOUNT	EXPENSE ACCOUNT	PERCENT
01-106.01	01-515-5560	100

ASSET ID: 3214 CLASS: 40 DESC: 2023 CHEVY TAHOE  
 FUND/DEPT: 01-41 POLICE TYPE: NORMAL UNIT 261  
 SERIAL #: 1GNSCLEDXPR266653 UNITS: 0.00  
 TAG #: CI48361 LAST EDIT: 4/03/2024  
 PRI/SEC LOCATION: POLICE NOTE:

METHOD OF ACQ: 39-541-5973 ASSET CONTROL: 01-106 PROPERTY, PLANT & EQUIPMENT  
 DATE ACQUIRED: 7/28/2022 VENDOR: 01-R0147 RCB BANK  
 ORIGINAL COST: 65,929.50 INVOICE: #1 INS POLICY:  
 IMPROVED COST: 0.00 PO NUMBER: 23-0003 INS COMPANY:  
 PARTIAL DISPOSAL: 0.00 METHOD OF DISP: EXPIRATION:  
 ADJUSTED ASSET COST: 65,929.50 DATE DISPOSED: POLICY VALUE: 0.00  
 REPLACEMENT VALUE: 0.00

DEPRECIABLE: YES DATE LAST DEPR: 6/2024 ORIGINAL LIFE: 36  
 DEPR METHOD: STRAIGHT LINE IMPROVED LIFE: 0  
 ACCUM DEPR: 42,121.63 SALVAGE VALUE: 0.00 TOTAL LIFE: 36  
 BALANCE: 23,807.87 REPLACEMENT COST: 0.00



# MUSTANG POLICE DEPARTMENT

Serving with Honor, Integrity and Pr

650 E. Highway 152  
Mustang, OK 73064

405-376-7733 405-376-7728  
405-376-2488 (Dispatch) 405-376-0707 (Dispatch)

## Unit 260

Unit	260	Year	2023	VIN	1GNSCLED9PR266711
Make	Chevrolet	Model	Tahoe	Style	SUV
Plate #	CI48362	Plate State	Oklahoma	Plate Type	City-Owned or Municipal Vehicle
Service Group	2021 & newer Units	Usage Type	Odometer	Latest Odometer	20543
Acquisition Date	3/10/23	Date Received	3/10/23	Acquisition Method	Purchase
PO #	23-0003	PO Amount	227930.81	Purchased From	COOPER FLEET SERVICES
Replace At Miles	10	Exp Replace Date	3/10/23	Status	Retired
Retired Date	2026-05-05	Latest MPG	6.80		

### Comments

Vehicle Price \$39,379.00  
Upfit price \$27,007.54

### Scheduled Services

Name	Last Done
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### Unit Assigned To

Unassigned

### Assigned Equipment

Type	Name
Communication Device	Motor Radio
Computer Peripheral	Tablet Vehicle Dock
Tools	Turnpike Transponder

### Activity Log

# COOPER FLEET SERVICES

260

(405)737-3389

# INVOICE

FP266711

At: Joe Cooper Chevrolet 17312 N May Edmond, OK 73012	Salesperson: Ryan Roberson REF #: DN747	Date: 03/08/23
Sold To: City of Mustang 1501 N Mustang Rd Mustang, OK 73064	Deliver To: 650 E STATE HWY 152 MUSTANG, OK 73064 ROB 405-376-7733	

YEAR	MAKE	MODEL	VIN	PO #	STOCK #
2023	CHEVROLET	PoliceTahoe	1GNSCLED9PR266711	SENT QUOTE	FP266711

**Make Check Payable to:**  
Joe Cooper Chevrolet  
17312 N May  
Edmond, OK 73012

Notes

Upfit Description

VEHICLE PRICE	\$39,379.00
UPFIT	\$0.00
DELIVERY	\$0.00
TAX/TITLE	\$0.00
CD FEE	\$0.00
DOC FEE	\$0.00
<b>TOTAL PRICE</b>	<b>\$39,379.00</b>

Net Due 10 Days

The total price includes all discount rebates and/or concessions. Tag, title, license, and deliver not included unless stated above.

Your Fleet Procurement Professionals  
[www.CooperFleetServices.com](http://www.CooperFleetServices.com)

**COOPER**  
AUTO GROUP  
SINCE 1946



**Stolz Telecom**  
 6825 Camille Avenue  
 Oklahoma City, Oklahoma 73149  
 U.S.A

# Invoice

# INV-003364

Balance Due  
**\$27,007.54**

Bill To  
**Mustang Police Department**  
 650 E State Highway 152  
 Mustang, Oklahoma 73064  
 United States of America

Invoice Date : June 22, 2023  
 Terms : Due Upon Receipt  
 Due Date : June 22, 2023  
 Sales Order : SO-01992  
 Salesperson : Shannon Farnan  
 Contract : SW0142

Ship To  
 650 E State Highway 152  
 Mustang, Oklahoma 73064  
 United States of America

#	Item & Description	Qty	Rate	Amount
1	Mustang Police Department   2023 Patrol Tahoe with Lightbar	1.00	0.00	0.00
<b>Lighting Package</b>				
2	EB2SP3J LEGACY WCX 54" D/E/D/E PROMO R/W B/W R/A B/A Full Takedown with traffic advisor Promo EB0122 Ends 6/30/2022	1.00 pcs	3,189.00	3,189.00
3	MKAJ101 ADJ LIGHTBAR MOUNT KIT #101	1.00 pcs	0.00	0.00
4	C399 CENCOM CORE WCX CONTROL CENTER Included in Promo	1.00 pcs	0.00	0.00

From  
**Mustang Police Department**  
 Robert Groseclose

## Payment Stub

# : INV-003364  
 Invoice Date : June 22, 2023  
 Balance Due : \$27,007.54

<b>Amount Enclosed</b>	
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**STOLZ TELECOM**  
 6825 CAMILLE AVENUE  
 OKLAHOMA CITY, OKLAHOMA 73149

#	Item & Description	Qty	Rate	Amount
5	CCTL7 WeCanX 21 BUTTON/SLIDE CTRL HD Included in Promo	1.00 pcs	0.00	0.00
6	C399K6 OBD II CANPORT KIT 2021 TAHOE/SUB Included in promo	1.00 pcs	0.00	0.00
7	SA315P SA315P SPEAKER, BLACK PLASTIC Included in Promo	1.00 pcs	0.00	0.00
8	SAK70 SA-315 MT KIT 2021 CHEVY TAHOE Included in Promo	1.00 pcs	0.00	0.00
9	CV2V VEHICLE-TO-VEHICLE SYNC MODULE	1.00 pcs	190.57	190.57
10	CEM16 WeCanX 16 OUTPUT EXPANSION MOD	1.00 pcs	149.86	149.86
11	OELS54 ION OUTEREDGE LC SOLO 21 TAHOE Red Driver side, Blue Passenger side	1.00 pcs	689.71	689.71
12	OEION* SOLO Lighthouse, for RPWS Series Only, Six Required, No Charge when Ordered with Outer Edge Red Outer Edge Components	3.00	0.00	0.00
13	OEION* SOLO Lighthouse, for RPWS Series Only, Six Required, No Charge when Ordered with Outer Edge Blue Outer Edge Components	3.00	0.00	0.00
14	LSVBKT54 LINSV MIRROR MT KIT 2021 TAHOE	1.00 pcs	17.70	17.70
15	LINSV2R SURFACE MT LINZ V-SERIES RED Driver side mirror	1.00 pcs	158.71	158.71
16	LINSV2B SURFACE MT LINZ V-SERIES BLUE Passenger side mirror	1.00 pcs	158.71	158.71
17	WIONC NFPA ION LIGHT WHITE 2 in front bumper channel center, 2 on License plate bracket	4.00 pcs	90.86	363.44
18	WIONR NFPA ION LIGHT RED 1 Driver side bumper channel, 1 in rear quarter window, 1 under lift gate	3.00 pcs	90.86	272.58

#	Item & Description	Qty	Rate	Amount
19	WIONB NFPA ION LIGHT BLUE 1 Passenger side bumper channel, 1 in quarter window, 1 under lift gate	3.00 pcs	90.86	272.58
20	IONBKT1 ION LICENSE PLATE BKT HORIZ.	1.00 pcs	22.42	22.42
21	IONGROM ION SERIES BODY MOUNT GROMMET	2.00 pcs	5.61	11.22
22	ARGES2 ARGES PROFOCUS REMOTE SPOTLT	1.00 pcs	470.23	470.23
23	ARGCH1 ARGES BAIL MT CONTROL HEAD	1.00 pcs	181.13	181.13
24	ARG54D DRVR FENDER MT 2021 TAHOE	1.00 pcs	59.00	59.00
<b>Console Package</b>				
25	C-VSW-1012-TAH 12.5" Wide Medium Height Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle (With EB30-XG2-1P Harris, EB25-T81-1P Icom, EB40-CCS-1P Whelen, C-EB20-WGD-1P Watchguard, C-EB40-WSB-1P ARGES)	1.00 pcs	652.64	652.64
26	C-APW-1258 12" Accessory Pocket, 5.8" Deep for 3.3"W Section of Wide Consoles	1.00 pcs	0.00	0.00
27	C-HDM-204 8.5" Heavy Duty Telescoping Pole, side mount, short handle	1.00 pcs	153.53	153.53
28	C-MD-317 Heavy-Duty Computer Monitor / Keyboard Mount and Motion Device	1.00 pcs	379.59	379.59
29	DS-GTC-802-3 Docking Station with Triple Pass-Through Antenna for Getac A140 Rugged Tablet with Power Supply  Spoke with Rob Groseclose 1/20/2023. Mustang PD is changing to the Getac A140 in July. Groseclose requested and approved the change from the DS-GTC-222-3 to the DS-GTC-802-3 with a price increase of \$180 per unit. I am Modifying the Sales order for each vehicle to reflect this change.	1.00 pcs	985.43	985.43
30	LPS-211 Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles	1.00 pcs	31.33	31.33
31	PKG-KB-208 Havis Rugged Keyboard with Integrated Touchpad and Keyboard Mount System	1.00 pcs	501.96	501.96

#	Item & Description	Qty	Rate	Amount
32	C-ARM-102 Side mount armrest	1.00 pcs	65.67	65.67
33	CUP2-1001 Self-Adjusting Double Cup Holder	1.00 pcs	52.07	52.07
34	C-MCB Mic clip bracket	2.00 pcs	14.54	29.08
35	MMSU-1 Magnetic Mic Single Unit	2.00 pcs	30.00	60.00
36	C-USB-2 Dual USB charge only ports	1.00 pcs	63.29	63.29
37	75342 Streamlight Stinger LED Rechargeable flashlight with 12 volt DC charger	1.00	140.00	140.00
<b>Partitions and Accesories</b>				
38	PK0316TAH212ND #12VS 2ND COATED POLY PARTITION 21-21 TAHOE	1.00 pcs	530.10	530.10
39	PK1151TAH21 #10XL C UNCOATED POLY PARTITION 21-21 TAHOE	1.00 pcs	908.10	908.10
40	GK10342UHK Setina Gun Lock Dual T-Rail Mount 2 Universal Locks Handcuff Key	1.00 pcs	530.10	530.10
<b>Westin Bumper</b>				
41	36-4045 Push Bumper Elite Chevrolet Tahoe 2021 Police Pursuit Vehicle	1.00 pcs	606.69	606.69
42	36-4045PB PIT Bar Elite Chevrolet Tahoe 2021 Police Pursuit Vehicle	1.00 pcs	454.80	454.80
43	36-4045W Wing Wrap Elite Chevrolet Tahoe 2021 Police Pursuit Vehicle	1.00 pcs	273.24	273.24
44	36-4045WC Push Bumper Elite Wire Cover 2021 Tahoe	1.00 pcs	40.45	40.45
45	36-6015W4 Push Bumper Light Channel 33.1 inch Whelen, 4 Hole	1.00 pcs	40.45	40.45
<b>Radar</b>				

#	Item & Description	Qty	Rate	Amount
46	200-1475-00 2021 Chevy Tahoe Front Combo Mount	1.00 pcs	186.00	186.00
47	200-1476-00 2021 Chevy Tahoe Rear Ka-Band Antenna Mount	1.00 pcs	140.00	140.00
48	807-0001-00 DSR 2X Radar with Fast Lock Remot	1.00	3,300.00	3,300.00
49	200-0623-01 VSS Kit With Serial For 2015-Present Tahoe & Silverado For use with Watchguard Interface cable	1.00 pcs	138.32	138.32
50	155-2211-00 Remote Display Interconnect Cable	1.00	85.00	85.00
<b>Accessories</b>				
51	285060F-121-S Hi-Amp Circuit Breaker, Type III Reset, 60A, 48V	1.00 pcs	44.90	44.90
52	MXRNMO58U-NC 3/4" Hole NMO Brass Mount with Gold Pin 17' RG58U, No Connector	2.00 pcs	20.15	40.30
53	301856 PULSE / LARSEN's GPSNMO09 low-profile 26 dB white GPS antenna. Requires ground plane. Includes NMOKUD cable kit and SMA connector.  GPS antenna for docking station	1.00	175.00	175.00
54	BMLPV700 Maxrad 740 - 870 MHz low profile vertical 2 dB gain black antenna, 2.4 in high.	1.00 pcs	44.79	44.79
55	EM-MX0152 "X"-Nut Quarter-Wave VHF 152-162 MHz, 2 dBi Gain Antenna	1.00 pcs	20.35	20.35
56	ST CM Consumable Materials	1.00 pcs	250.00	250.00
57	ST UTL Upfit Technician Labor Customer supplied Zebra Printer and associated cables, radios and associated cables.	56.00	85.00	4,760.00
<b>Watchguard</b>				
58	WGB-0133A 4RE/V300 BUNDLE, PANORAMIC	1.00 pcs	4,640.00	4,640.00
59	WGB-0146A MIKROTIK CONF WIFI KIT, DRILL MNT	1.00 pcs	200.00	200.00

#	Item & Description	Qty	Rate	Amount
60	WGA184 Radar Interface Cable for Stalker, Y-Cable, 10'	1.00	82.50	82.50
61	WGP02400-510 Evidence Library 5, In Car Video System Annual Device License & Support Fee	1.00	195.00	195.00
			<b>Sub Total</b>	27,007.54
			<b>Total</b>	<b>\$27,007.54</b>
			<b>Balance Due</b>	<b>\$27,007.54</b>

**Notes**

Unit# 260 2023 Tahoe  
vin# 1GNSCLED9PR266711  
DVR ser# DVR2-119345

**Terms & Conditions**

**ORDERING** – Stolz Telecom reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us. The minimum order value is \$50.00 and orders may be either shipped complete or shipped allowing for backorder merchandise, at our option. Orders may also be picked-up at our facilities or be staged for delivery / pick-up at a future date by advance arrangement.

**PRICING** – Prices are subject to change, without advance notice, and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted.

**PAYMENT TERMS** - We accept Visa and MasterCard credit cards at the point of sale. For information on establishing an open account with us, please contact our Credit Department at 877.457.2262. For amounts due on account, Check is accepted. Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge.

**TAXES** - If applicable, sales tax will be added to your invoice unless an acceptable resale tax exemption certificate is provided.

**DELIVERY** – We will make reasonable efforts to meet delivery and performance dates, but we are not liable for delays due to causes beyond our control. We will endeavor to ship all orders for in-stock merchandise placed before 2:00 PM each day. Orders requiring cable processing, component assembly or specialized packaging may require extra processing time. Will Call pick-up service is also available by advance arrangement.

**SHIPMENT & RISK OF LOSS** - Domestic U.S. orders are tendered to carrier with freight prepaid and billed to you, unless otherwise specified at time of quotation. We will prepay and bill to you all shipping, handling and insurance charges on all domestic orders, unless otherwise specified at the time of the order. We reserve the right to choose the freight carrier unless otherwise specified by you, the customer. International orders are tendered as EXW Origin (Incoterms 2010) and will be shipped via Collect or 3rd-party freight terms via your preferred carrier or shipped to your freight forwarder with any freight charges prearranged by you. Export packaging is available at an additional charge. You will be responsible for all insurance, customs, and duty charges. For domestic and international orders, title and risk of loss shall pass to you upon delivery to carrier, risk of loss or damage from point of shipment shall fall upon you and it is your responsibility to file all claims with the carrier.

**DAMAGES IN TRANSIT/CLAIMS** – All shipments must be thoroughly inspected for visible damage and completeness by the recipient before accepting delivery from the carrier. If any damage is found or a shortage determined, the delivery bill-of-lading should be A) noted as such prior to acceptance or B) the shipment may be partially or completely refused. If no exceptions are noted at the time of receipt, the delivery will be deemed as "accepted in good condition" by you, releasing the carrier and us from further liability or recourse. Any claims for concealed damage or material shortages must be promptly reported to us within 24 hours of the receipt.

**CUSTOM PRODUCTS & ASSEMBLIES** – We require an engineering and purchasing approval sign-off for special orders and custom products, including non-stock cable assemblies. All such items are considered non-cancelable, non-returnable and non-refundable, unless defective. Any such defective items will be repaired or replaced only, at our option.

**WARRANTIES** - All warranty items shall be repaired, replaced or credited in accordance with the manufacturer's warranty policy. Any warranty, expressed or implied, is set forth and limited by and to the manufacturer's written warranty policy on the products that we sell. STOLZ TELECOM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS IT SELLS OR THE SUITABILITY OR FITNESS OF A PRODUCT FOR ANY PARTICULAR PURPOSE OR USE.

**SPECIFICATIONS** - All product specifications represented are derived from the manufacturer. Changes in specification and / or design by the manufacturer may occur at any time, without advance notice.

**CHANGES / CANCELLATIONS** - Orders may not be cancelled or modified, either in whole or in part, without our written consent, and may then be subject to payment of a reasonable charge for costs incurred in cancelling or modifying the order.

**RETURN POLICY** - Before any merchandise may be returned, a Return Goods Authorization (RGA) number must be obtained. An RGA may be requested by calling 877.457.2262 or by e-mailing Orders@StolzTele.com. All inquiries will be evaluated and a determination will be made to approve, or deny, the request within 3 business days. If approved, an RGA number and set of return instructions will be provided by our Customer Service Department. All requests to return merchandise must be made within 30 days from the date of purchase and RGA's are valid for 30 days only. It is your responsibility to coordinate return logistics and you will be responsible for any associated shipping charges. All returned items will be thoroughly inspected to validate its condition. In-store credit will be issued for items that are returned complete & unused, in the original manufacturers' packaging, in like-new condition. Any returned goods received by us in unsatisfactory condition will be returned to you. Authorized returns are subject to a restocking fee of no less than 20%. Special orders, cut-to-length cable and made-to-order jumper assemblies are non-returnable.

**DEFECTIVE MERCHANDISE POLICY** - An RGA may also be obtained, per above, to facilitate the servicing of an item that is inoperable due to a possible manufacturing concern. When requesting service for a warranty-related matter, a detailed report of the defective issue must be included. An RGA number and set of return instructions will be provided by our Customer Service Department. Reportedly defective items will be returned to and evaluated by the Original Equipment Manufacturer (OEM). Upon their verification of a warrantable defect, such item(s) will be repaired, replaced or credited as determined by the OEM's warranty policy.

**LIMITATION OF LIABILITY** - In no event shall we be liable to you, under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, (A) for any loss of profits or other economic loss, including, but not limited to, such losses as: (i) wages paid to Buyer's employees or other manual labor costs, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement or temporary equipment, facilities or services, (v) cost of capital or (vi) costs or losses relating to downtime, or (B) any other indirect, special, consequential, punitive, exemplary or other similar damages arising out of any claim relating to Buyer's purchases of goods or services gives rise to Stolz Telecom's liability to Buyer.

**AMENDMENTS** - You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

**GOVERNING LAW** - These Terms and Conditions shall be governed by and construed in accordance with laws of the State of Oklahoma for agreements to be performed entirely within the State of Oklahoma, and the State of Texas for agreements to be performed entirely within the State of Texas without regard to choice of law provisions.

**GENERAL** - You acknowledge that you have read these Terms and Conditions, understand them and agree to be bound by such Terms and Conditions. All typographical errors are subject to correction.

## TERMS AND CONDITIONS

### City of Mustang - Surplus Vehicle Sales

The following Terms and Conditions apply to the sale of surplus vehicle(s) described in the City of Mustang (“City”) Solicitation for Bids. By submitting a bid in response to the Solicitation for Bids, the bidder acknowledges and agrees to these Terms and Conditions and the successful bidder (hereinafter, “Purchaser”) agrees to execute a copy of these Terms and Conditions upon award of the bid.

1. Vehicle. The surplus vehicle sold to the Purchaser is the vehicle described in the Solicitation for Bids and described below:

<u>Unit</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Value</u>
260	2023	Chevrolet Tahoe	1GNSCLE9PR266711	\$45,000

2. Price. The awarded bid amount is the amount of the Purchaser’s successful bid which, for this Vehicle, is \$ \_\_\_\_\_ [insert awarded bid amount prior to execution by Purchaser].
3. Purchaser Certification. Oklahoma law, 47 Okla. Stat. § 12-218, only allows law enforcement and authorized emergency vehicles to have certain audible and visual signals on a vehicle, including red, white or blue, or a combination of red, white or blue lights flashing lights and audible sirens. Purchaser hereby certifies that it is authorized under Oklahoma law to possess the Vehicle with the flashing lights and siren currently installed on the Vehicle.
4. Payment. Payment in full is due not later than fifteen (15) business days starting the day after the award of the bid. Time is of the essence in making payment. Payment shall be made in U.S. currency, by cashier’s or certified check, unless another payment method was approved by City prior to submission of Purchaser’s bid. Purchaser is responsible for payment of all sales, use, excise and/or value-added taxes, and is responsible for contacting the appropriate tax authority office, completing any required forms and paying any taxes that may be imposed as a result of the sale.
5. Title. City warrants that it has good title to the Vehicle, free and clear of any encumbrances. The Oklahoma certificate of title to the Vehicle, executed by the City and made out to Purchaser, will be delivered or mailed to Purchaser after receipt of payment (within five (5) business days after Purchaser’s

payment has cleared City's bank if payment is made otherwise than by cashier's or certified check). Open titles will not be issued. City may also submit a notice to Service Oklahoma of its sale of the Vehicle to Purchaser.

6. Condition of the Vehicle. Purchaser acknowledges and agrees that:
  - a. The Vehicle is used and may contain defects or conditions not immediately detectable;
  - b. Purchaser was given the opportunity to inspect the Vehicle prior to bidding;
  - c. The Vehicle is sold "as is, where is," without any warranty, guaranty or representation of any kind, expressed or implied, as to the condition of the Vehicle, or its merchantability or fitness for any purpose;
  - d. Any photographs, written descriptions and other content in the Solicitation for Bids are not intended as representations or warranties, but are provided solely to aid the Purchaser in determining whether Purchaser would physically inspect and bid on the Vehicle;
  - e. Purchaser accepts the Vehicle in an "as is" condition, with all faults, whether known or unknown; and
  - f. Upon removal of the property, all sales are final.
  
7. DISCLAIMER OF WARRANTIES. Except for the warranty or title set forth in paragraph 3, above, **THE CITY OF MUSTANG DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE VEHICLE IS FREE FROM ANY LATENT DEFECTS.**
  
8. Removal.
  - a. Purchaser is solely responsible for removal of the Vehicle from the place where it is located as indicated on the Solicitation for Bids. Removal must occur within fifteen (15) days starting from the award of the bid. Time is of the essence in removing the Vehicle.
  
  - b. At City's option, if the Vehicle is not removed within the required time, this sale may be terminated, the Vehicle declared abandoned and resold by City. Alternatively, a daily storage fee of \$25.00 may be charged for any item not removed within the fifteen (15) days.

- c. If the Purchaser intends to drive the Vehicle from the City's property on public streets, Purchaser shall provide City with (i) a copy of a valid driver's license for the driver, and (ii) evidence of insurance meeting the minimum requirements of Oklahoma law.
  - d. Purchaser assumes all risks of damage of or loss to their person and any property during removal of the Vehicle. Purchaser specifically releases and agrees to defend and indemnify the City from any and all liability for such risks, including but not limited to any injury, damage or loss to person or property. If Purchaser brings employees or third parties to attend or assist in the removal of the Vehicle, Purchaser agrees to defend, indemnify and hold harmless the City from any Claim made by such employees or third parties due to, arising out of or attributable to removal of the Vehicle. Under no circumstances will the City assume responsibility for loading, shipping or transporting the Vehicle.
9. Risk of Loss. After Purchaser has submitted payment for the Vehicle, all risk of loss relating to the Vehicle shifts from the City to Purchaser and Purchaser is solely responsible for insuring and transporting the Vehicle.
10. Oral Statements. These Terms and Conditions, together with the Solicitation for Bids, constitute the entire agreement between Purchaser and City relating to the sale of the Vehicle and supersedes all prior oral and written statements of the parties. Oral statements by either City or Purchaser are non-binding unless such statements are reduced to writing and included as an addendum to the Solicitation for Bids and these Terms and Conditions.
11. No Waiver. City's failure to exercise or enforce any right or provision of these Terms and Conditions will not be deemed a waiver of such right or provision. Any waiver of any right, provision, term or condition must be in writing, signed by City's authorized representative.
12. Default. Default shall include:
- a. Failure to comply with these Terms and Conditions;
  - b. Failure to make good and timely payment; or
  - c. Failure to remove the Vehicle within the specified time.

Default may result in termination of the sale and suspension of Purchaser from participation in all future sales until the default has been cured. If Purchaser defaults in making timely payment, City may charge interest at the rate of 18% per annum or the maximum rate permitted by law, together with legal or collection costs, from the date payment was due. If Purchaser fails in the performance of these Terms and Conditions, City may exercise such rights and may pursue such remedies as are provided by law, and specifically may terminate the sale to Purchaser and reclaim and resell the Vehicle if not removed by the specified removal date.

AGREED TO this \_\_\_ day of \_\_\_\_\_, 20\_\_.

[PURCHASER NAME]

CITY OF MUSTANG

By\_\_\_\_\_

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

Title\_\_\_\_\_

Title: City Manager