

Lori Hendricks  
Wagoner County Clerk



307 E. Cherokee St.  
Wagoner, OK 74467  
918.485.7716  
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Invitation to Bid

The Board of County Commissioners, Wagoner County, Oklahoma is seeking sealed bids for Thirty (30) or more Sets of Bunker Gear (to include Bunker Jackets and Pants, Boots, Helmets and Hoods, Flashlights and Gloves) for the Rolling Hills Fire Department. This gear is to be financed for 5 or 7 years, and vendor is required to provide financing arrangements through a financial institution familiar with the requirements of the Oklahoma State Auditor and Inspector's Lease Purchase Agreement.

**Bid #2014-11**

**Date Published:** March 26, 2015 (Wagoner Tribune)

**Bidding Period Closing Date and Hour:** April 10, 2015 @ 4:00 PM

**Sealed Bid Opening Date and Hour:** April 13, 2015 @ 9:00 AM in the Commissioners' Meeting Room

**Requesting Authority:** Rolling Hills Fire Department

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

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

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

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

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

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit for Filing with Competitive Bid
4. Specifications and Bid Forms
5. Financing Bid Form
6. Lease Purchase Letter
7. Lease Purchase Agreement
8. List of Wagoner County Financial Institutions

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

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



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**INSTRUCTIONS FOR BIDDERS**  
**ROLLING HILLS FIRE DEPARTMENT**

Every bidder is required to bid every item on list. Bidder shall provide manufacturer specification sheet on each item bid if requested. Example: Bunker coat, bunker pants, helmet, boots, gloves, etc. Pricing shall be submitted per item, pair, set, and section.

All items bid shall have shipping cost included. Shipping address to be used for all items is:  
**Rolling Hills Fire Department, 24808 Amah Parkway, Claremore, OK 74019**

All forms provided must be completed and returned with bid!!

***Exceptions to specifications:***

Any and all exceptions to the enclosed specifications must be marked √ exception. Then bidder must provide description of replacement items, additional pages may be used for exceptions, if necessary. Training shall be provided on any item bid, if requested by Rolling Hills Fire Department Fire Chief or Training Officer.

This gear is to be financed through a Lease Purchase Agreement for 5 or 7 years, and the vendor is responsible for providing financing with a financial institution familiar with all requirements of the Oklahoma State Auditor & Inspector's Lease Purchase form. Please see forms included with this bid.

Bidding Company Name: \_\_\_\_\_

Bidding Company Address: \_\_\_\_\_

\_\_\_\_\_

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

Contact Telephone: \_\_\_\_\_

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

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**GENERAL SPECIFICATIONS  
PROTECTIVE JACKET AND PANTS  
FOR STRUCTURAL FIRE FIGHTING**

**ROLLING HILLS FIRE DEPARTMENT**

**SCOPE**

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 and/or OSHA for structural fire fighters protective clothing.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

**SIZING**

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure 32 inches long.

The jacket shall be available in even size chest measurements of two inch increments, and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

**OUTER SHELL MATERIAL – JACKET AND PANTS**

The outer shell shall be constructed of TENCATE “ADVANCE™” 60/40 Kevlar<sup>R</sup>/Nomex<sup>R</sup> blend material with an approximate weight of 7.0 oz. per square yard in a rip stop weave. The shell material must be treated with SST™ (SUPER SHELLTITE) which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be khaki. **Bids offering this shell material without SST™ will not be considered.**

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

**THERMAL INSULATING LINER – JACKET AND PANTS**

The thermal liner shall be constructed of 7.2 oz. per square yard TENCATE “ARALITE<sup>R</sup> NP”; one layer of 3.8 oz. per square yard aramid blend non-woven needle-punch batt, quilt stitched to a 3.4 oz. per square yard spun meta-aramid face cloth, teal in color, with Wickwell™ Plus finish. A 7 inch by 9 inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be attached to the moisture barrier and bound together by a bias-cut

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neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

Comply  Exception

#### **MOISTURE BARRIER – JACKET AND PANTS**

The moisture barrier material shall be W.L.GORE "GORE™ RT7100 Type 3D" moisture barrier which shall be GORE PTFE on a non-woven Nomex<sup>R</sup> substrate with an approximate weight of 4.6 oz. per square yard. The GORE PTFE Type 3D moisture barrier product incorporates GORE PTFE technology, with enhanced bicomponent technology and shall be laminated to a non-woven substrate. This alternative product is intended as a thermally stable alternate to NFPA compliant polyurethane-based moisture barriers. The moisture barrier shall be sewn to the thermal liner at the edges only and bound with bias-cut neoprene-coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

Comply  Exception

#### **SEALED MOISTURE BARRIER SEAMS**

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

Comply  Exception

#### **METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND HIGH BACK TROUSERS**

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide flame resistant Velcro<sup>R</sup> hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield<sup>R</sup> snap fasteners at each sleeve end. One of the Ara-Shield<sup>R</sup> snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the high back trouser shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner/moisture barrier to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield<sup>R</sup> snap fasteners per leg. The Ara-Shield<sup>R</sup> snap tabs shall be color coded to a corresponding snap tab in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

Comply  Exception

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### **THERMAL PROTECTIVE PERFORMANCE**

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Comply  Exception

### **STITCHING**

The outer shell shall be assembled using stitch type #301, #401, #514, and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch.

Comply  Exception

### **JACKET CONSTRUCTION**

#### **BODY**

The body of the shell shall be constructed of three separate body panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex<sup>R</sup> thread.

Comply  Exception

#### **DRAG RESCUE DEVICE (DRD)**

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1-1/2 inch wide strap, constructed of black Kevlar<sup>R</sup> with a red Nomex<sup>R</sup> center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by a FR Velcro<sup>R</sup> strap. The access port will be covered by an outside flap with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite<sup>TM</sup> reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

Comply  Exception

#### **LINER ACCESS OPENING (JACKET)**

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR Velcro<sup>R</sup> hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along



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## LETTER PATCH

### Hanging Letter Patch

The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro<sup>®</sup> hook & loop fastener tape.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

## COLLAR

The collar shall consist of five-layer construction and be of two-piece design. The collar shall have a minimum of 3 rows of quilting. The outer layers shall consist of outer shell material, with three-layers of specified moisture barrier sandwiched between (see Moisture Barrier section). The rear inside ply of moisture barrier shall be sewn to the collar's back layer of outer shell with three lateral rows of stitching for reinforcement. The forward inside ply and center layer of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be of two piece design with the left and right halves of all component materials joined in the center by stitching, thereby permitting the collar to retain its proper shape and roll. The collar shall be minimum 3-1/2 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell, moisture barrier and center ply of moisture barrier shall be joined to the body panels with two rows of stitching. Inside the collar, above the seam where it is joined to the shell, shall be a strip of 5/8 inch wide FR Velcro<sup>®</sup> hook fastener tape running the full length of the collar. The collar's front layers of moisture barrier and outer shell have an additional strip of 5/8 inch wide FR Velcro<sup>®</sup> hook fastener tape stitched to the inside lower edge and running the full length of the collar. These two inside strips of 5/8 inch wide FR Velcro<sup>®</sup> hook fastener tape sewn to the underside of the collar shall engage corresponding pieces of FR Velcro<sup>®</sup> loop fastener tape at the front and back neck area of the liner system.

The collar closure strap shall be constructed of two plies of outer shell material with two center plies of moisture barrier material, and shall measure not less than 4 inches high by 9 inches long. The collar closure strap shall be secured in the closed and stowed position with flame resistant hook and loop fastener tape. A 1-1/2 inch by 3 inch piece of FR Velcro<sup>®</sup> loop fastener tape shall be sewn vertically to the inside of the end of the closure strap. A corresponding piece of FR Velcro<sup>®</sup> hook fastener tape measure 1-1/2 inches by 3 inches shall be sewn horizontally to the outside of the collar on the opposite side, thereby providing a high degree of collar strap adjustment when wearing a breathing apparatus mask. In order to provide a means of storage for the closure strap when not in use, a 1-1/2 inch by 3 inch piece of FR Velcro<sup>®</sup> hook fastener tape shall be sewn horizontally to the collar immediately in front of the closure strap. The collar closure strap shall fold in half with the FR Velcro<sup>®</sup> loop fastener tape engaging the FR Velcro<sup>®</sup> hook fastener tape. An NFPA compliant fabric hanger loop shall be sewn to the inside of the liner at the neckline.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

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### **AXTION<sup>R</sup> BACK**

The jackets shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION<sup>R</sup> sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem.

The thermal liner shall have a single inverted pleat located at the upper middle of the back, corresponding to the added length in the shell provided by the AXTION<sup>R</sup> back pleats. It will be designed to expand with the outer shell pleats to provide maximum expansion.

The moisture barrier shall be designed with darts corresponding to the added length in the shell provided by the AXTION<sup>R</sup> back pleats. The darts are positioned at the shoulder blades of the moisture barrier, outside of the SCBA straps and work together with the outer shell and the thermal liner pleats in the AXTION<sup>R</sup> back providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### **JACKET FRONT**

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. Jackets that use wicking barriers, which extend more than one quarter inch beyond the front facings, shall be considered unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### **STORM FLAP**

A rectangular storm flap measuring approximately 3-1/4 inches wide and a minimum of 23 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception



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### SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with gray suede leather.

The cuff reinforcements shall not be less than 2 inch in width and folder in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

\_\_\_\_\_Comply

\_\_\_\_\_Exception

### WRISTLETS

Each jacket shall be equipped with **Nomex<sup>R</sup> hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge, and shall be stitched and turned for a finished appearance, rather than over-edged. Nomex<sup>R</sup> knit is constructed of 96% Nomex<sup>R</sup> and 4" Spandex for shape retention.

The wristlets shall be sewn to flame resistant neoprene coated cotton/polyester impermeable barrier material, which in turn shall be sewn to the inside of the sleeve shell approximately five inches from the sleeve cuff. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately five inches up, where it joins the sleeve well and is double stitched to the shell. Four Nomex<sup>R</sup> snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

\_\_\_\_\_Comply

\_\_\_\_\_Exception

### LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be 5 inches x 7 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

\_\_\_\_\_Comply

\_\_\_\_\_Exception



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### **EMBROIDERED AMERICAN FLAG – RIGHT SLEEVE**

Each jacket shall have a Nomex<sup>R</sup> embroidered American flag that measures approximately 2-1/2 inches high by 3-1/2 inches wide. Per Military protocol the field of stars shall be to the top right corner for installation on the right sleeve. Flags made of fabric other than Nomex<sup>R</sup> shall be considered unacceptable.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### **SURVIVOR FLASHLIGHT HOLDER**

Each jacket shall be equipped with a "Survivor" flashlight holder. An inward facing metal safety coat hook shall be triple riveted in a vertical position to the upper chest. The inward facing coat hook will accommodate the clip portion of the flashlight. Below the coat hook will be a strap constructed of outer shell material measuring approximately 2-1/2 inches high and 9 inches wide, and will hold the barrel of the flashlight. The lower strap will be equipped with a 1-1/2 inch by 2-1/2 inch FR Velcro<sup>R</sup> closure at the front of the strap to facilitate easy removal of the flashlight. There shall be approximately 3 inches between the upper coat hook and lower strap. The "Survivor" flashlight holder shall be sewn to the jacket on the right chest.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### **HIGH BACK TROUSERS CONSTRUCTION**

#### **BODY AND HIGH BACK BIB**

The body of the shell (exclusive of back bib) shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex<sup>R</sup> thread.

The rise at the front of the trouser shall be approximately 16 inches from the top of the waistband to the bottom of the crotch seams and graded to size.

A back bib panel shall extend not less than 6 inches above the waist area of the high back trousers. The back bib panel shall be double stitched with Nomex<sup>R</sup> thread to the rear body panel at the waist area. The rear bib panel shall measure approximately 11 inches across the top and approximately 23 inches across the bottom (graded for size) where it will be double stitched to the body panels. The sides of the rear bib panel shall slope forward on an angle. The rear bib panel shall be of 3-layer construction consisting of a layer of outer shell material, a middle layer of specified moisture barrier material, and a layer of thermal liner material closest to the wearer. The bib materials shall be stitched only at the outer perimeter to prevent leakage in the moisture barrier. This configuration will provide padding to the lumbar area of the wearer as an added measure of comfort from breathing apparatus harness straps and back pack.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

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### LINER ACCESS OPENING (TROUSER)

The thermal liner and moisture barrier layers of the trouser liner system shall be constructed in such a way as to allow the layers to separate for complete interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together at the front fly for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement of black Nomex<sup>R</sup> Twill sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the trousers.

The liner system of the trouser shall incorporate an opening at the right side of the waist, a minimum of 11 inches, for the purposes of inspecting the integrity of the trouser liner system.

Comply  Exception

### SIZING

The trousers shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The trouser inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Comply  Exception

### RETROREFLECTIVE FLUORESCENT TRIM

The trousers shall have a strip of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite<sup>TM</sup> Triple Trim (L/Y borders with silver center).

Comply  Exception

### REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex<sup>R</sup> thread, using a locking chainstitch. This strip of 3/32-inch strong, durable, flame resistant black Kevlar<sup>R</sup> cord provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. All trim ends shall be securely sewn into a seam for a clean finished appearance.

Comply  Exception

### WAISTBAND

The waist area of the trousers shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement. The top edge of the waistband reinforcement shall be double stitched to the outer

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shell at the top of the trousers. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barriers shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. An inward facing snap hook attached to a leather strap shall be triple riveted to the right front body panel in the waist area. A leather backed dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located in the fly flap when in the closed position.

Comply  Exception

#### **EXTERNAL FLY FLAP**

The fly flap shall be constructed of two pieces of outer shell material. A center ply of specified moisture barrier shall be sandwiched between the two outer shell pieces. The fly flap shall be double stitched to the left front body panel beginning at the waist and extending down to a depth of approximately 11 inches. The fly flap shall be approximately 6 inches wide at the top, tapering to approximately 1 inch in width at the crotch where it will be further reinforced with a bartack. A leather backed dee ring shall be riveted to the leading edge of the fly flap at the top and shall be positioned to engage the safety hook when the fly flap is in the closed position.

An internal fly flap constructed of one ply of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide by 11 inches long, shall be sewn to the leading edge of the right front body panel in the fly area. The thermal liner and moisture barrier of the internal fly shall extend approximately 7 inches horizontally from the leading edge of the fly flap follow the shape of the outside large fly flap. The action of the external fly flap overlapping the internal fly flap lined with thermal liner and moisture barrier will ensure there is no interruption in protection.

Comply  Exception

#### **TROUSER CLOSURE SYSTEM**

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be attached to a leather strap that is riveted to the right front body panel in the waist area and shall engage the dee ring located on the leading edge of the external fly flap. (See paragraph on waistband construction).

The internal fly flap closure shall consist of 1-1/2 inch wide by full-length flame resistant Velcro<sup>®</sup> hook and loop fastener tape. The FR Velcro<sup>®</sup> loop portion shall be sewn with four rows of stitching to the inside of the leading edge of the external fly flap. The corresponding portion of FR Velcro<sup>®</sup> hook fastener tape shall be sewn with four rows of stitching to the right front body panel positioned to engage the loop portion when the external fly flap is in the closed position.

Appropriate male and female snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the trousers in the closed position.

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### EXPANSION KNEE

The outer shell of the trouser legs shall be constructed with expansion panels to provide added fullness for increased freedom of movement in the knee area. The expansion panels shall be installed vertically on the sides of the legs along both the inseam and outseam in the knee area. Each of the 4 expansion panels will be of an elongated oval shape approximately 15 inches long, with a maximum wide of 1-3/4 inches at the knee and tapered to a point at each end. The liner system, comprised of the moisture barrier and thermal liner, shall be constructed with four darts per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). Each dart will be approximately 2 inches long. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in

the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 7 inches by 10 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### KNEE REINFORCEMENTS

The knee area shall be reinforced with gray suede leather.

The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling, and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

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Wagoner County Clerk



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### **PADDING UNDER KNEE REINFORCEMENTS**

Padding for the knees shall be accomplished with one layer of neoprene coated aramid batt and one layer of quilted aramid batt. Both layers of padding shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### **EXPANSION (BELLOWS) POCKETS**

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. The lower half of each expansion pocket shall be reinforced with an additional layer of outer shell material on the inside. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners and pocket flaps shall be reinforced with proven backtacks. The pocket flaps shall be closed by means of flame resistant Velcro<sup>®</sup> hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1-1/2 inch by 3 inch FR Velcro<sup>®</sup> loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### **PANT CUFF REINFORCEMENTS**

The cuff area of the pants shall be reinforced with gray suede leather.

The cuff reinforcements shall not be less than 1 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### **PADDED RIP-CORD SUSPENDERS & ATTACHMENT**

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3 inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

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A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8 inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2 inch wide elasticized webbing extension measuring approximately 8 inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder jacket non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspended attachment loops on the inside waistband of the pants. The aramid suspended attachments will then fold over and attach to themselves securing the suspender to the pants.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

#### TAKE UP STRAPS

The trousers shall be equipped with two take up straps. The straps shall be constructed of 1 inch wide black Nomex<sup>R</sup> aramid twill web and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps. The rear strap shall measure 1 inch wide and 4 inches long, folded back to form a loop, and shall be bartacked to the trousers. The loop shall hold a high temp thermoplastic buckle. The buckle shall point toward the front. The front strap component shall measure 1 inch wide by approximately 9 inches long (finished dimension). One end shall be folded back on itself to form a loop. A high temp thermoplastic slide fastener shall be captured within the loop. The front strap component shall be inserted through the buckle on the rear strap component, back through the slide fastener, and the end shall be bartacked to the trousers. A pull-tab of 1 inch black Nomex<sup>R</sup> aramid twill web shall be affixed to the slide fastener. The take up strap pull-tabs shall pull toward the front to tighten. This shall allow for approximately 4 inches of adjustment per strap (8 inches overall).

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

#### REVERSE BOOT CUT

The trouser leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the trouser cuffs.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

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### THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

Comply  Exception

### LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information:

Compliance to NFPA Standard #1971  
Underwriters Laboratories classified mark  
Manufacturer's name  
Manufacturer's address  
Manufacturer's garment identification number  
Date of manufacture  
Size

Comply  Exception

### ISO CERTIFICATION/REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by check either "Yes" or "No" in the space provided.

Yes  No

### BETTER BUSINESS BUREAU:

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

Comply  Exception

### WARRANTY

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

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**EXCEPTIONS TO SPECIFICATIONS**

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

**COUNTRY OF ORIGIN**

Jackets and Pants shall be manufactured in the United States.

**SIZING BY VENDOR**

Both male and female sizing samples shall be available.

**BID FOR THIRTY (30) SETS**

Bid per Coat \_\_\_\_\_

Bid per Pant \_\_\_\_\_

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**SPECIFICATIONS FOR STRUCTURAL FIRE FIGHTING BUNKER BOOTS**  
**ROLLING HILLS FIRE DEPARTMENT**

**QUANTITY**

30 Pair

**ITEM DESCRIPTION**

Boots must meet or exceed the requirements of NFPA 1971. Leather boots must have black waterproof, flame, and cut-resisting leather with scuff-resisting Vibram rubber toe and heel bumper. Be tested for and meet CAN/CSA-2195 electric shock resistance; made in the USA by ISO9001 certified shoe company: 75 safety toe

- EH ELECTRICAL HAZARD
- SR SLIP RESISTING
- WP WATERPROOF
- SF STRUCTURAL FIRE-FIGHTING
- MADE IN USA
- BB BLOOD BORN PATHOGEN

Comply\_\_\_\_\_

Exception\_\_\_\_\_

Bid per pair\_\_\_\_\_

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**SPECIFICATIONS FOR STRUCTURAL FIRE FIGHTING HELMETS, HOODS, & FLASHLIGHTS**  
**ROLLING HILLS FIRE DEPARTMENT**

<b>QUANTITY</b>	<b>ITEM DESCRIPTION</b>
30 each	Cairns 1044 structural fire helmets with 4" tuff shield, carved brass eagle, and front shield. Color to be white, black, red, or yellow. Comply_____ Exception_____ Bid per Helmet_____
30 each	PGI 2-ply ultimate Nomex <sup>R</sup> hood Comply_____ Exception_____ Bid per Hood_____
30 each	Flashlight must meet or exceed following specs: Little Ed <sup>TM</sup> Recoil <sup>TM</sup> LED with photo luminescent shroud powered by 4AA alkaline batteries. Battery burn time 32 hours; 1 watt; 6 volt; length 7.51 inches; weight 1 pound; flashlight case to be made of ABS resin. Comply_____ Exception_____ Bid per flashlight_____

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**SPECIFICATIONS FOR STRUCTURAL FIRE FIGHTING GLOVES & EXTRICATION GLOVES  
ROLLING HILLS FIRE DEPARTMENT**

<b>QUANTITY</b>	<b>ITEM DESCRIPTION</b>
30 Pair	Glove shall meet or exceed the requirements of NFPA 1971-2013 edition standard on protective ensemble for structural firefighting. Bid price must include shipping. Comply_____ Exception_____ Bid per pair_____
30 Pair	911 Barrier Extrication Gloves or equal. Glove must meet or exceed the following specs: Waterproof and breathable; HIPORA barrier to protect hands from micro-organisms such as TB, Hepatitis, Staph, HIV and OSHA blood borne pathogens. Standards (29 CFR 1910.1310) cut resistant Kevlar <sup>R</sup> palm, thumb, finger and side panels. Comply_____ Exception_____ Bid per pair_____

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**BID FORM - FINANCING**

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

Item: Thirty (30) Sets of Bunker Gear

Amount Financed: \$ \_\_\_\_\_

Annual Rate for 60 Months: \_\_\_\_\_%

Monthly Payment for 60 Months: \$ \_\_\_\_\_

Annual Rate for 72 Months: \_\_\_\_\_%

Monthly Payment for 72 Months: \$ \_\_\_\_\_

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### Lease–Purchase Requirements

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

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

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

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

While the County is interested in competitive financing rates, it is recommended that the vendor utilize an institution that is familiar with the County Lease–Purchase agreement.

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SA&I 1.120-S (2001)

COUNTY OKLAHOMA

LEASE PURCHASE AGREEMENT FOR EQUIPMENT

THIS AGREEMENT IS MADE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN THE BOARD OF COMMISSIONERS OF \_\_\_\_\_ OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE AND \_\_\_\_\_ DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, THE LESSOR LEASES TO THE LESSEE THE FOLLOWING DESCRIBED EQUIPMENT, ALL OF WHICH SHALL BE DESIGNATED THROUGHOUT THIS INSTRUMENT AS THE "EQUIPMENT";

MAKE MODEL	DESCRIPTION	QUANTITY	UNIT PRICE	LEASE PURCHASE PRICE
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II. PAYMENT OF LEASE PURCHASE INSTALLMENTS

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY THE LESSOR, FOR THE EQUIPMENT, THE SUM OF \$ \_\_\_\_\_ PER \_\_\_\_\_ DURING THE TERM OF THIS AGREEMENT OR ANY RENEWAL OF THE AGREEMENT, IN THE ALTERNATIVE, THE LESSEE PROMISES TO PAY TO THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE REQUISITIONING AGENCY AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE AGENCY.

iii. LEASE TERM

THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY THE LESSEE AND SHALL AUTOMATICALLY TERMINATE, UNLESS RENEWED IN ACCORDANCE WITH THE TERMS SET FORTH BELOW AT THE END OF THE FISCAL YEAR OF THE STATE OF OKLAHOMA DURING WHICH THE LEASE IS COMMENCED.

iv. OPTION TO RENEW

THE LESSEE IS HEREBY GRANTED \_\_\_\_\_ SUCCESSIVE OPTIONS TO RENEW THIS LEASE FOR ADDITIONAL TERMS NOT TO EXCEED ONE FISCAL YEAR EACH, PLUS ONE FINAL OPTION TO RENEW THIS LEASE FOR A PERIOD OF \_\_\_\_\_ MONTHS, ALL UPON THE SAME TERMS AND CONDITIONS., PROVIDED THAT SUCH OPTIONS MAY BE EXERCISED, AS A MATTER OF RIGHT, SOLELY AND EXCLUSIVELY BY THE LESSEE. THE EXERCISE OF ANY SUCH OPTION SHALL BE ACCOMPLISHED BY THE ISSUANCE OF A PURCHASE ORDER UPON OR WITHIN TEN (10) DAYS AFTER THE EXPIRATION OF THE TERMS OF THIS LEASE OR ANY RENEWAL THEN IN EFFECT.

v. TITLE TO EQUIPMENT

THE EQUIPMENT IS AND SHALL AT ALL TIMES DURING THE TERM OF THIS LEASE AND ANY RENEWAL TERMS REMAIN THE SOLE PROPERTY OF THE LESSOR AND THE LESSEE SHALL HAVE OR ACQUIRE NO RIGHT, OR TITLE TO THE EQUIPMENT UNTIL THE FINAL PAYMENT IS MADE.

vi. OPTION TO PURCHASE

IN THE EVENT THE LESSEE SHALL HAVE EXERCISED ALL OF ITS OPTIONS FOR RENEWAL OF THIS LEASE AS PROVIDED IN PARAGRAPH IV. ABOVE, UPON TENDER OF THE LAST LEASE PAYMENT DUE UNDER THE LAST RENEWAL TERM, THE LESSEE SHALL ACQUIRE TITLE TO AND OWNERSHIP OF THE EQUIPMENT IN THE ALTERNATIVE, THE LESSEE, AT ITS SOLE AND EXCLUSIVE OPTION, MAY PURCHASE THE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS LEASE OR DURING ANY RENEWAL TERM AS PROVIDED BY PARAGRAPH IV, ABOVE, GIVING WRITTEN NOTICE TO THE LESSOR OF LESSEE'S INTENT TO PURCHASE ACCOMPANIED BY A SINGLE, FINAL PAYMENT OF \$ \_\_\_\_\_ (IF THE PURCHASE PRICE IS TO BE REDUCED BY A PERCENTAGE OF THE LEASE PAYMENTS MADE PRIOR TO THE EXERCISE OF THE PURCHASE OPTION, DESCRIBE FULLY, IN THE SPACE PROVIDED, THE MANNER IN WHICH SUCH REDUCTION SHALL BE COMPUTED, IF ADDITIONAL SPACE IS NECESSARY, ATTACH A WRITTEN SCHEDULE OF PURCHASE OPTION PRICES WHICH SHALL BE INCORPORATED IN THE TERMS OF THIS AGREEMENT BY REFERENCE). IN THE EVENT THE LESSEE SHALL EXERCISE ANY OPTION TO PURCHASE THE EQUIPMENT, THE LESSOR ASSIGNS TO THE LESSEE ALL RIGHTS AND CLAIMS WHICH THE LESSOR MAY HAVE OR ACQUIRE ARISING UNDER THE ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE REGARDING THE EQUIPMENT PURCHASED UNDER THE TERMS OF THIS AGREEMENT.

VII. DELIVERY AND RETURN OF EQUIPMENT

THE LESSOR SHALL BEAR ALL COSTS OF SHIPPING AND DELIVERING THE EQUIPMENT TO THE LESSEE INSTALLATION COSTS, IF ANY, SHALL BE BORNE BY THE LESSOR. THE EQUIPMENT SHALL BE DELIVERED TO OR INSTALLED AT THE LOCATION DESIGNATED BY THE LESSEE.

VIII. REPAIRS AND MAINTENANCE

THE LESSEE SHALL MAINTAIN THE EQUIPMENT IN GOOD WORKING ORDER AND SHALL MAKE ALL NECESSARY ROUTINE ADJUSTMENTS AND REPAIRS, AS A RESULT OF FAIR WEAR AND TEAR, ALL AT THE EXPENSE OF THE LESSEE. THE LESSOR AND THE LESSEE MAY PROVIDE FOR THE MAINTENANCE AND REPAIR OF THE EQUIPMENT BY SEPARATE WRITTEN AGREEMENT, AND, IN THE EVENT THEY MAKE SUCH AGREEMENT, ITS TERMS SHALL SUPERSEDE AND REPLACE THE PROVISIONS OF THIS PARAGRAPH OF THIS LEASE.

IX. TAXES

THE LESSOR SHALL FORTHWITH PAY ALL TAXES WHICH MAY BE IMPOSED UPON IT WITH RESPECT TO THE EQUIPMENT.

X. INSURANCE

THE LESSEE SHALL OBTAIN AND MAINTAIN FIRE AND EXTENDED COVERAGE CASUALTY INSURANCE COVERING THE EQUIPMENT FROM THE TIME THE EQUIPMENT IS DELIVERED UNTIL THIS LEASE IS TERMINATED. THIS INSURANCE SHALL BE IN A FORM ACCEPTABLE TO THE LESSOR AND SHALL INSURE THE FULL VALUE OF THE EQUIPMENT AGAINST THE RISK OF LOSS OR DAMAGE. THE LESSEE SHALL PROVIDE THE LESSOR WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO ANY CHANGE IN THE INSURANCE REQUIRED UNDER THE TERMS OF THIS PARAGRAPH.

XI. PATENTS

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Wagoner County Clerk



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IN THE EVENT ANY SUIT IS INSTITUTED AGAINST THE LESSEE WHICH IS BASED UPON ANY CLAIM THAT ANY OF THE EQUIPMENT IS IMPLICATED IN AN INFRINGEMENT OF ANY PROVISION OF UNITED STATES PATENT LAW, THE LESSOR SHALL, AT ITS OWN EXPENSE DEFEND SUCH SUIT AGAINST THE LESSEE; PROVIDED, LESSEE PROVIDES THE LESSOR WITH PROMPT NOTICE OF THE INSTITUTION OF SUCH SUIT AND PERMITS THE LESSOR TO FULLY PARTICIPATE IN THE DEFENSE. THE LESSEE SHALL ALSO RETAIN THE RIGHT TO PARTICIPATE IN SUCH DEFENSE AND SHALL, IN ANY EVENT, PROVIDE: THE LESSOR WITH ALL AVAILABLE INFORMATION, ASSISTANCE AND AUTHORITY TO ENABLE THE LESSOR TO CONDUCT THE DEFENSE. NO COMPROMISE OR SETTLEMENT OF SUCH SUIT RESULTING IN A JUDGMENT AGAINST THE LESSEE SHALL OBLIGATE OR BIND THE LESSOR UNLESS THE LESSOR SHALL HAVE ACCEPTED SUCH COMPROMISE OR SETTLEMENT. THE LESSOR SHALL HAVE THE RIGHT TO ENTER INTO NEGOTIATIONS FOR AND EFFECT A COMPROMISE OR SETTLEMENT OF SUCH PATENT ACTION, BUT NO SUCH COMPROMISE OR SETTLEMENT SHALL BE BINDING UPON LESSEE UNLESS APPROVED BY LESSEE, SUBJECT ONLY TO THE TERMS OF THIS PARAGRAPH THE LESSOR SHALL HOLD THE LESSEE HARMLESS FROM ANY LIABILITY ARISING FROM ANY PATENT SUIT SUCH AS IS DESCRIBED ABOVE. IN THE EVENT ANY OF THE EQUIPMENT SHALL BE HELD, IN ANY SUIT, TO CONSTITUTE AN INFRINGEMENT OF PATENT LAW, AND ITS USE SHALL BE ENJOINED, THEN THE LESSOR SHALL AT ITS SOLE OPTION AND AT THE LESSOR'S EXPENSE:

1. OBTAIN FOR THE LESSEE THE RIGHT TO CONTINUE TO USE THE EQUIPMENT;
2. REPLACE OR MODIFY THE EQUIPMENT IN A MANNER ACCEPTABLE TO THE LESSEE SO THAT THE EQUIPMENT NO LONGER INFRINGES ANY PROVISION OF PATENT LAW.

XII. FUNDING

NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT FUNDS TO BE PAID BY THE LESSEE UNDER THE TERMS OF THIS LEASE WILL BE AVAILABLE ONLY AS APPROPRIATED ON A FISCAL YEAR-TO-FISCAL YEAR BASIS BY PROPERLY CONSTITUTED LEGAL AUTHORITY. IN THE EVENT THAT THE LESSEE DETERMINES THAT SUFFICIENT FUNDS HAVE NOT BEEN APPROPRIATED TO MAKE THE PAYMENTS REQUIRED UNDER THE TERMS OF THIS AGREEMENT, THE OBLIGATIONS OF THE LESSEE UNDER THIS AGREEMENT SHALL TERMINATE, IN SUCH EVENT, THE LESSEE SHALL GIVE PROMPT WRITTEN NOTICE OF TERMINATION TO THE LESSOR.

XIII. ASSIGNMENT

THE LESSOR MAY, WITH THE PRIOR WRITTEN APPROVAL OF THE LESSEE, ASSIGN ITS RIGHT TO RECEIVE PAYMENT OF LEASE DUE UNDER THE TERMS OF THIS AGREEMENT. HOWEVER, ANY SUCH ASSIGNMENT SHALL NOT RELIEVE THE LESSOR OF ITS RESPONSIBILITIES TO PERFORM THE DUTIES AND OBLIGATIONS IMPOSED UPON IT BY THIS AGREEMENT.

XIV. ROAD MACHINERY AND EQUIPMENT

IF THE TERMS OF THIS AGREEMENT ARE IN REGARDS TO ROAD MACHINERY OR EQUIPMENT, THE LESSEE ASSUMES ALL RISK AND LIABILITY FOR AND SHALL HOLD THE LESSOR HARMLESS FROM THE DAMAGES TO PROPERTY AND INJURIES AND DEATH TO PERSONS ARISING OUT OF THE USE. POSSESSION OR TRANSPORTATION OF SAID ROAD MACHINERY OR EQUIPMENT.

XV. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

EXCEPT AS OTHERWISE PROVIDED IN THE ABOVE TERMS AND CONDITIONS, THIS LEASE, TOGETHER WITH THE APPLICABLE PURCHASE ORDERS AND THE INVITATION TO BID, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE MODIFIED OR TERMINATED EXCEPT AS PROVIDED IN THE ABOVE TERMS AND CONDITIONS OR BY WRITTEN AGREEMENT OF THE LESSOR AND THE LESSEE. IF ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE INVALID, IT SHALL BE CONSIDERED AS DELETED FROM THIS AGREEMENT AND NO REMAINING PROVISION OF THE AGREEMENT SHALL BE DETERMINED TO BE INVALID. IT SHALL BE CONSIDERED AS DELETED FROM THIS AGREEMENT AND NO REMAINING PROVISION OF THE AGREEMENT SHALL BE DEEMED INVALID.

XVI. CHOICE OF LAW

THIS LEASE SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF OKLAHOMA. IN THE EVENT ANY LITIGATION SHALL OCCUR CONCERNING THE TERMS AND CONDITIONS OF THIS LEASE OR THE RIGHTS AND DUTIES OF THE PARTIES, THE PARTIES AGREE THAT ANY SUCH SUIT SHALL BE MAINTAINED IN THE DISTRICT COURT IN AND FOR \_\_\_\_\_ COUNTY (LEASING COUNTY) STATE OF OKLAHOMA.

BOARD OF COUNTY COMMISSIONERS AT

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

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

FOR THE LESSOR:

\_\_\_\_\_  
TITLE

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

Lori Hendricks  
Wagoner County Clerk



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

### **Wagoner County Financial Institutions:**

First Bank & Trust Co.  
Attn: Charles Adams  
111 S Casaver Ave.  
Wagoner, OK 74467  
Ph: (918)485-2173

American Bank  
Attn: Jimmy Hall  
201 E Cherokee  
Wagoner, OK 74467  
Ph: (918)485-5555

Armstrong Bank  
Attn: David Buse  
1500 W Hwy 51  
Wagoner, OK 74467  
Ph: (918)485-4104

First State Bank  
P O Box 89  
Porter, OK 74454  
Ph: (918)483-2241

### **Other Financial Institutions Requesting to Participate:**

Welch State Bank  
Attn: Sherri Mount  
P O Box 129  
Welch, OK 74369

RCB Bank  
Attn: Curtis R Bales  
5010 S Mill St  
Pryor, OK 74361