

Lori Hendricks
Wagoner County Clerk



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

Invitation to Bid

The Board of County Commissioners, Wagoner County, Oklahoma is seeking sealed bids for Various Quantities of Miscellaneous Fire and Rescue Equipment for the Rolling Hills Fire Department. This gear is to be financed for 8 or 9 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 #2014-13

Date Published: May 21, 2015 (Wagoner Tribune)

Bidding Period Closing Date and Hour: June 5, 2015 @ 4:00 PM

Sealed Bid Opening Date and Hour: June 8, 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 and a Business Relationship Affidavit 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. Business Relationship Affidavit
5. Specifications and Bid Forms
6. Financing Bid Form
7. Lease Purchase Letter
8. Lease Purchase Agreement
9. 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 the list. Bidder shall provide manufacturer specification sheet on each item bid if requested. 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 equipment is to be financed through a Lease Purchase Agreement for 8 or 9 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 Number: _____

Authorized Signature: _____

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**SPECIFICATIONS FOR FIRE & RESCUE EQUIPMENT
ROLLING HILLS FIRE DEPARTMENT**

QUANTITY ITEM DESCRIPTION

NOTE: Bidder will be responsible for all material and labor required for construction of the wall the gear racks will be mounted to, assembling gear racks, and securing gear racks to the newly constructed wall. Rolling Hills Fire Station #1 is located at: 40 S. 200th E. Avenue, Tulsa, OK 74108

2 Each	<p>Red rack wall mounted (24") turnout gear racks Red rack wall mounted unit made of tubular steel; open wire shelf levels coated with heavy duty power coat: compartments are 24" wide: compartments are completely separated with full length dividers for unrestricted air flow. Each firefighter compartment is equipped with two hanging hooks and one name plate. Racks shall have security option which include lockable door, top security shelf, and a personal property box. Rack shall be 372.25 inches each with fifteen 24 inch compartments. Dimensions: 20 inches deep x 72 inches high x 372.25 inches long</p> <p align="center">Comply_____ Exception_____ Bid_____</p>
2 Each	<p>Gas powered blowers 21 inch 6.5HP motor 20,152 CFM: size to be 25 inches wide x 21 inches deep x 26 inches high: weight not to be over 79 pounds; must have air flex composite impeller, turbo 2000 shroud, roll cage frame.</p> <p align="center">Comply_____ Exception_____ Bid_____</p>
1 Each	<p>K-12 FD94CC 14 inch saw: Diamond plate aluminum case, maxi blade, four rescue abrasive wheels for cutting both steel and concrete, safety gas can, hearing protector, goggles, spare belt and air filter: air filter oil; 2-cycle engine oil; can of gasoline stabilizer; combination screw driver/wrench and instruction manual.</p> <p align="center">Comply_____ Exception_____ Bid_____</p>
2 Each	<p>14 inch diamond blades</p> <p align="center">Comply_____ Exception_____ Bid_____</p>
1 Each	<p>Little Giant ladder 7 foot 11 inches</p> <p align="center">Comply_____ Exception_____ Bid_____</p>
1 Each	<p>Little Giant Ladder 11 foot 19 inches</p> <p align="center">Comply_____ Exception_____ Bid_____</p>
20 Each	<p>10 ounce red vinyl 12 foot by 14 foot salvage cover</p> <p align="center">Comply_____ Exception_____ Bid_____</p>

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QUANTITY	ITEM DESCRIPTION
10 Each	10 ounce lime green 24 inch by 20 foot floor runner Comply_____ Exception_____ Bid_____
3 Each	Mega Flow XL aluminum valve 5" Storz by 6" NH female with field adjustable pressure relief valve full 3/4" air bleeder 10-1/2"L x 8"W x 17"H Comply_____ Exception_____ Bid_____
1 Each	Mega Flow XL aluminum valve 5" Storz by 5" NH female with field adjustable pressure relief valve full 3/4" air bleeder 10-1/2"L x 8"W x 17"H Comply_____ Exception_____ Bid_____
12 Each	TFT 1-1/2" selectable g-force pistol grip nozzle Comply_____ Exception_____ Bid_____
4 Each	TFT 1-1/2" Thunderfog selectable gallonage nozzle without pistol grip: 30-200 GPM Comply_____ Exception_____ Bid_____
5 Each	Set of five 30 inch popup flashing cones with black plastic base with one carry bag included Comply_____ Exception_____ Bid_____
4 Each	2-1/2" Playpipe nozzle with smooth bore tips 1-1/4" - 1-1/8" - 1" all NST Comply_____ Exception_____ Bid_____
4 Each	Set of two spanner wrenches and one hydrant wrench with mounting bracket. Comply_____ Exception_____ Bid_____
4 Each	Storz spanner wrench set of (4) Four Comply_____ Exception_____ Bid_____
5 Each	2-1/2 gallon APW & vehicle mounting bracket Comply_____ Exception_____ Bid_____
5 Each	80 BC Dry chemical extinguisher & vehicle mounting bracket Comply_____ Exception_____ Bid_____
5 Each	15 pound CO ² extinguisher & vehicle mounting bracket Comply_____ Exception_____ Bid_____
2 Each	4 foot dry wall hook D ring handle Comply_____ Exception_____ Bid_____

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QUANTITY	ITEM DESCRIPTION	Comply_____	Exception_____	Bid_____
4 Each	6 foot fiberglass wood core pike pole			
4 Each	8 foot fiberglass wood core pike pole			
2 Each	10 foot section; 5" inch Hard suction lightweight LHF x RL male			
24 Each	5 inch rubber hose; 100 foot section with Storz coupling: color orange			
2 Each	5 inch rubber hose: 50 foot section with Storz coupling: color orange			
2 Each	5 inch rubber hose: 25 foot section with Storz coupling: color orange			
2400 feet	3 inch lightweight double jacket hose with hard-coated lightweight rocker lug NST coupling: color yellow; 50 foot sections			
2 Each	2-1/2" F x (2) 1-1/2" Male NST lightweight gated Y			
3 Each	Lightweight hose clamp for 5 inch hose with vehicle mounting bracket			
12 Each	Handheld paddle signs with stop on one side and slow on the other			
8 Each	Flashback LED light baton w/six LED bulbs and flash approximately 150 times per minute, weight 1 pound			
8 Each	Wheel chock; 8-1/2 inches tall, 8 inches wide, 14-13/16 inches long, 7.5 pounds for tires up to 32 inches each: chock to have a horizontal holder			

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QUANTITY	ITEM DESCRIPTION
4 Each	BR600 STIHL ^R or equivalent blowers with mounting brackets Comply_____ Exception_____ Bid_____
20 Each	E-Spot LED lantern w/vehicle mount system. Color orange: industrial duty rechargeable Comply_____ Exception_____ Bid_____
2 Each	FLOTO-PUMPS: 8HP Single cylinder, two-cycle with force air cooling. 10 GPM @ 125PSI 50 GPM @ 95PSI 140 GPM @ 25PSI Comply_____ Exception_____ Bid_____
3 Each	6" NST F x 5" NST Male long handle lightweight adapter Comply_____ Exception_____ Bid_____
1 Each	Set aluminum hose bridges for 5 inch hose, 24 inches wide per wheel Comply_____ Exception_____ Bid_____
2 Each	Blitz Force TFT portable monitor ZN combination adjustable fog/straight stream nozzle Comply_____ Exception_____ Bid_____
3 Each	36" yellow handle, 8 pound fiberglass handle pick head axe Comply_____ Exception_____ Bid_____
3 Each	36" flat head axe; 8 pound yellow fiberglass handle Comply_____ Exception_____ Bid_____
6 Each	Axe blade bracket, Zinc CP Comply_____ Exception_____ Bid_____
6 Each	Axe handle side mount bracket, Zinc CP Comply_____ Exception_____ Bid_____
1 Each	5" Storz ^R to 6" NST female swivel 30 elbow Comply_____ Exception_____ Bid_____
4 Each	5" Storz ^R blind caps and chains Comply_____ Exception_____ Bid_____

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QUANTITY	ITEM DESCRIPTION			
2 Each	5" Storz ^R x 2-1/2" NST rigid female			
	Comply_____	Exception_____	Bid_____	
2 Each	5" Storz ^R x 4" NST LH female swivel			
	Comply_____	Exception_____	Bid_____	
2 Each	5" Storz ^R x 4-1/2" NST LH female swivel			
	Comply_____	Exception_____	Bid_____	
2 Each	5" Storz ^R x 5" NST LH female swivel			
	Comply_____	Exception_____	Bid_____	
2 Each	5" Storz ^R x 2-1/2" NST male			
	Comply_____	Exception_____	Bid_____	
2 Each	5" Storz ^R x 6" NST LH female swivel			
	Comply_____	Exception_____	Bid_____	
2 Each	5" Storz ^R x (2) 2-1/2" NST M ball valve			
	Comply_____	Exception_____	Bid_____	
8 Each	2-1/2" double female swivel NST			
	Comply_____	Exception_____	Bid_____	
1 Each	5" low flow strainer			
	Comply_____	Exception_____	Bid_____	
2 Each	Two person hose roller			
	Comply_____	Exception_____	Bid_____	
1 Each	10 foot folding attic ladder			
	Comply_____	Exception_____	Bid_____	
1 Each	Turbo master stream nozzle			
	Comply_____	Exception_____	Bid_____	
25 Each	3 percent AFFF five gallon foam			
	Comply_____	Exception_____	Bid_____	

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QUANTITY	ITEM DESCRIPTION	Comply_____	Exception_____	Bid_____
3 Each	95 GPM foam educator TFT			
3 Each	Piercing Nozzle			
3 Each	500 watt flood light			
4 Each	50 foot section Blue 2 inch hose with 1-1/2 inch couplings			
16 Each	50 foot section Red 1-3/4 inch hose			
2 Each	LED Spot/Flood Rechargeable Light: 5W Led Spot to a 20 LED Wide Angle Flood Light, to be 6 volt 4.5 amp, Sealed Lead Acid Battery for continuous operation of 5 hours in Spot mode or 50 hours In Flood mode. Charge base to be DC plug in style vehicle charger. Color to be Safety Green.			
1 Each	Basket type stretcher; lightweight with leg dividers; carton size 83" x 8" x 24"; shipping weight 32 pounds			
1 Each	Stretcher bridle sling; lift capacity of up to 2,000 pounds; made of 1" nylon webbing with forged snap hooks and 3" ID forged steel suspension ring.			
2 Each	SCBA staging mat; size is to be 3' x 7'; one end of mat is green and marked "full", other end is red and marked "empty"; mat is to have pleats so as to keep the cylinders from rolling around.			
6 Each	3# shot filled head dead blow hammer; non-marring material that won't spark; neon orange; lifetime warranty.			
5 Each	NICOL hose hook; 48" long, large D ring handle with coated welded steel; hook for moving large diameter hose.			

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QUANTITY	ITEM DESCRIPTION	Comply_____	Exception_____	Bid_____
4 Each	Large diameter hose strap; 60" long; 3" nylon strap with a tensile strength of 22,500 pounds with heavy brass rivets; hook and loop strap for spare hose attachment; yellow in color; weight 32 ounces.			
3 Each	Foam cap wrench aluminum.			
5 Each	ABC 5LB extinguisher with vehicle mounting brackets			
4 Each	5" Storz x 4" Storz swivel locking adapters			
2 Each	3-way manifold: 5" Storz inlet x 5" Storz outlet x (2) 2-1/2" NH male with relief valve and pressure gauge.			
4 Each	2-1/2" NST FS X 5" Storz 30° elbow			
2 Each	R.I.T. kit: (MUST be compatible with Survivair SCBA units) 4500 refurbished with 60 minute cylinder, 20/20 plus face mask complete, refurbished cylinders must come with a new hydrostatic test; all packs must ship with a current Posichек Flow Test certificate; all equipment must come with a limited 10 year warranty; price must include shipping.			
3 Each	2-way Siamese 5" Storz x (2) 2-1/2" NST clapper valve female swivel			
3 Each	36" Hooligan tool			
1 Each	Hose Pack High Rise Kit with the following equipment: (2) two spanner wrenches, (1) one hydrant wrench, (3) three 50' section light weight attack hose 1-1/2", color orange, (1) one g-force 1-1/2" selectable gallonage PG nozzle			
1 Each	Rescue Randy weighing 145 pounds and measuring 6 foot 1 inch tall			

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QUANTITY	ITEM DESCRIPTION	Comply_____	Exception_____	Bid_____
2 Each	Pirana Descender			
1 Each	CMC Anchor Plate			
3 Each	Single SMC 2" Prusik ^R Minding Pulley, color black			
2 Each	3/8" x 200' Water Line Rescue Rope			
2 Each	Large mesh CMC rescue throwline bag			
2 Each	Large water cascade helmets			
2 Each	Universal Swift Water Vests			
10 Each	Carabiners ^R screw lock; 6,000 pound			
2 Each	10 AMP reciprocating saw			
5 Each	8 inch x 18 TPI demolition reciprocating saw blades (5 pack)			
1 Each	Mini crash kit to include: Magnetic case; heavy duty seat belt cutter, HD spring window punch, HD cable cutter, HD channel lock, EMS scissors, mini pry bar, water-resistant auto markers			
1 Each	Specifications on rescue air bags: Shall be equal to or better than the Maxiforce ^R G-2 air lifting bags: bag set bid shall be equal to or better than Model #245 ten air bag set with one each of bags BG131-BG133 and W163-W169			

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QUANTITY	ITEM DESCRIPTION
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1 Each	Control package BG34 included but not limited to five colored hoses, pressure regulator, 6000-135 PSI, other fittings and adapters with a custom carrying case. Comply_____ Exception_____ Bid_____
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SPECIFICATIONS FOR THERMAL IMAGING CAMERAS
ROLLING HILLS FIRE DEPARTMENT

QUANTITY	ITEM DESCRIPTION
1 Each	Bid for equal to or better than Fluke ^R T1200 60hz/FCA T1200 thermal imaging camera with DMM and Fluke ^R connect A3001 flex kit. Comply_____ Exception_____ Bid_____
1 Each	Bid for equal to or better than Fluke ^R TI-Car charger adapter for charger MFR ID 3039779 Comply_____ Exception_____ Bid_____
1 Each	Bid for equal to or better than FLIR ^R E50BX compact thermal imaging camera with MSX 240X180 resolution/60hz. Comply_____ Exception_____ Bid_____

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Steel X Strut Bid Specifications for Rolling Hills Fire Department shall be equal to or better than:

1. Equipment selection shall allow use of chain as a vehicle purchase point along with application of Res-Q-Jack roof resting techniques as described in US PATENT #6,772,984.

Complies _____ Does not comply _____

2. Minimum size of extension tubing section shall be 2 inches square with 12 gauge wall thickness. Res-Q-Jack perforated extension tubing is galvanized in accordance with ASTM A-653 des. G-90 Corner weld is zinc coated after scarfing operation. Tubing is top-coated with a clear organic polymer. Tubing is roll formed from 12 gauge (.105 U.S.S. gauge or 2.66 mm) hot rolled steel complying with ASTM A-653 Grade 50. Average minimum yield strength after cold forming is 60,000 psi. Tubing corners are welded by high-frequency resistance welding and externally scarfed to agree with corner radii. $\frac{1}{4}$ ". The outer tube will have a jack pocket welded on it for the use on an ADD ON JACK. The outer tube will also have a ratchet strap attached to it with an 8' long strap with a minimum working load of 3,300 pounds. Strut shall extend from 53" collapsed, to 83" fully extended.

Complies _____ Does not comply _____

3. Steel ADD-ON Jack Specifications: Side-wind mechanical crank jack: Clockwise motion extends, counter-clockwise motion retracts. Jack is to be used in compression only. Jack travel is 12". Jack travels approximately $\frac{1}{8}$ " per revolution. Jack is self-holding at any position under any allowable load. Lifting capacity is 4,000 lbs. Side wind jack shall have an internal positive stop collar to prevent over-extension. WLL of jack shall allow for a minimum 3 to 1 safety factor. Jack can be put in place without the use of pins. Ad on Jack will fit into a pocket on the strut.

Complies _____ Does not comply _____

4. Two removable Cone head pins will be provided with each strut. They shall be $\frac{3}{8}$ " diameter and self-center while being used with a jack.

Complies _____ Does not comply _____

5. Stand bases shall have a master link connected at front and back to allow for 1" stake, $\frac{3}{8}$ " chain (grab connection, or pass through), or other auxiliary restraint attachment.

Complies _____ Does not comply _____

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6. Stand base bottom shall be ¼" thick steel diamond plate. Base bottom shall be 3" wide by 6" long.

Complies_____ Does not comply_____

7. Stand base bottom shall lay flat (no bends) to allow positive non-slip engagement in auxiliary load spreading pad.

Complies_____ Does not comply_____

8. End fitting and base design shall allow for snug fit in 2" tubing, 2-1/4" tubing, jack magazine, and jack bottom.

Complies_____ Does not comply_____

9. Stand bases shall be interchangeable with end fitting.

Complies_____ Does not comply_____

10. Strut heads will have chain grab, round point, and channel, attachments which will swivel 360 degrees. The head will not require detachment from the tube to select an end attachment. Auxiliary heads may be used with the strut.

Complies_____ Does not comply_____

11. The 4' chain sling will have 5/16"-3/8" chain crab hook on each end. In addition to the grab hooks, an 8" large hook will be provided on one end and min-T and mini-J frame hooks will be on the other.

Complies_____ Does not comply_____

12. The frame hook cluster will have a central link with two smaller links each including a 5/16"-3/8" chain crab hook. In addition to the crab hooks, one smaller link will include a mini-J frame hook, the other smaller link will include a mini-T frame hook.

Complies _____ Does not comply _____

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13. The inner tube will be painted orange the last 6" in indicate a safe overlap of tubes.

Complies _____ Does not comply _____

14. A minimum of 4 hrs. of instruction covering the components and uses of the equipment being bid will be included in the price.

Complies _____ Does not comply _____

4 Point Deluxe Kit to include the following:

- (4) Steel x Strut adjustable Strands
- (2) Aluminum X Strut Add-On Jacks
- (2) 15' Ratchet Strap with Double Wire Hooks
- (3) 15" Ratchet Strap with Snap Hooks
- (2) 27' Ratchet Strap with Chain Grabs
- (4) Sling 8 (4" Chain with 8" J Hook, Mini J, Mini T, Chain Grabs, Grade 70)
- (4) Grade 70 Clusters
- (1) 16' Grade 80 Chain with Grab Hooks
- (2) Hybrid Wedges
- (2) 4" long 1" Picket with Collars
- (2) Short stakes to pin bases

Bid _____

Shipping cost for all listed equipment: _____

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BID FORM - FINANCING

Financial Institution: _____

Item: All Listed Fire & Rescue Equipment

Amount Financed: \$ _____

Annual Rate for 8 Years: _____%

Monthly Payment for 8 Years: \$ _____

Annual Rate for 9 Years: _____%

Monthly Payment for 9 Years: \$ _____

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Lease-Purchase Requirements

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

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

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

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

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

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SA&I 1.120-S (2001)

_____ COUNTY OKLAHOMA

LEASE PURCHASE AGREEMENT 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.

Lori Hendricks
Wagoner County Clerk



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

XI. PATENTS

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

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

XII. FUNDING

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

XIII. ASSIGNMENT

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

XIV. ROAD MACHINERY AND EQUIPMENT

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

XV. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

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

XVI. CHOICE OF LAW

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

BOARD OF COUNTY COMMISSIONERS AT

_____, OKLAHOMA

FOR THE LESSOR:

_____ TITLE

ATTEST: _____
COUNTY CLERK

Lori Hendricks
Wagoner County Clerk



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

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