



Invitation to Bid

The Board of County Commissioners, Wagoner County, Oklahoma is seeking sealed bids for one or more Wildland Bed/Skid Units to fit a 2012 Ford F-350 Dual-Wheel Cab and Chassis for the Tullahassee Fire Department. The unit is to be mounted on a vehicle which is currently being financed through a Lease/Purchase Agreement, therefore, financing arrangements are for the SKID UNIT ONLY.

Bid #24

Date Published: April 26, 2012 (Wagoner Tribune)

Bidding Period Closing Date and Hour: May 11, 2012 @ 4:00 PM

Sealed Bid Opening Date and Hour: May 14, 2012 @ 9:00AM

Requesting Authority: Tullahassee Fire Department

Bid submissions are to be addressed to:

Attn: Wagoner County Purchasing Agent

P O Box 156

307 E Cherokee

Wagoner, OK 74477

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 a Non-Collusion Affidavit which must be signed and submitted as part of the.

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit of Non-Collusion
4. Specifications
7. Bid Form
8. Lease Purchase Agreement with Letter
9. List of Wagoner County Financial Institutions



Carolyn Kusler

Wagoner County Clerk

P O Box 156

Wagoner, OK 74477



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 the Tullahassee Fire Department.
4. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.
5. The enclosed Non-Collusion Agreement MUST be returned with the bid.
6. Wagoner County reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
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 bidders' direction.
10. If the bid requires a written contract, the successful bidders shall execute a written contract with Tullahassee Fire Department within ten (10) days after submission of the contracts to said bidder.
11. If financing through a Lease/Purchase Agreement is necessary, Vendor is required to provide the arrangements with a financial institution as part of the bid package. See See letter included in bid package.



AFFIDAVIT OF NON-COLLUSION

I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

(Typed/Printed)

Name: _____ Title: _____

Signature: _____

Firm: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Subscribed and sworn before me this _____ day of _____, 200_____.

Signature: Notary Public (Clerk or Judge)

My commission expires _____

Office Seal

SPECIFICATIONS FOR WILDLAND BED AND SKID UNIT

	Y	N
Bed/Skid Unit to fit 2012 Ford F 350 dual-wheel cab and chassis		
96" to 110" long		
Crosswalk on front of bed		
All-steel construction		
Two (2) Safety gates with locking latches		
Rear step bumper with receiver hitch		
DOT lighting on bed		
LED light bar		
Siren and speakers		
Back-up alarm		
Pump controls mounted on walkway		
Akron swing-out 1/4 turn valves		
23 HP Pump with electric start		
325 Gallon fiberglass tank with baffles		
Electric hose reel with 150' 1" hose and variable flow nozzle		
Foam Injection system		
Front-mounted bumper sweeps with 3 nozzles and interior cab controls		
Two (2) whip lines		
Two (2) Box compartments(one on each side under roll bar)		
Front winch/bumper/grill guard, 12,000 Lb winch		
1 1/2" Hose cross lay		
1 1/2" Pre-connected traverse cross lay		
2 1/2" Valve tank to pump		
2 1/2" Valve pump to draft		
Wig Wag headlights		
Hands-free siren control		
Ground/work lights		
Dash-mount control for siren and radio		
Commercial electrical system		
Pump panel storage		
Additional storage behind pump panel storage		
Stainless steel wheel simulators		
Two (2) Wildland Fireline lights		
LED lighting on bed		
Install customer radio and antenna		
4 SCBA brackets installed in side cabinets		
Pick head axe installed		
3' Drywall hook with D handle installed		

This item is to be financed through a Lease/Purchase Agreement for a period of 5 years, and Vendor is required to obtain the financing arrangements through a financial institution. See Lease/Purchase letter included in packet. The unit will be mounted on a vehicle which is currently being financed through a Lease/Purchase Agreement, therefore, financing arrangements are for the SKID UNIT ONLY.



Wagoner County Clerk

307 E. Cherokee Street, Wagoner, OK 74467

Ph/ (918) 485-2216 Fax/ (918) 485-7709

wagonercountyclerk@valornet.com



BID FORM

INVITATION FOR SEALED BIDS ONE (1) WILDLAND BED/SKID UNIT

DATE AND TIME OF OPENING: _____

Bidder agrees to furnish the Tullahassee Fire Department with ONE (1), OR MORE, WILDLAND BED/SKID UNITS PER ATTACHED SPECIFICATIONS.

PRICE PER UNIT: \$ _____

Delivery will be made in not more than _____ days after receipt of order.

I have examined the terms and specifications and instructions to bidders herein, and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ FIRM NAME: _____

ADDRESS: _____

PHONE NO: _____ DATE: _____

BID FORM FOR FINANCING PROVIDED

Financial Institution: _____

Financial Institution Representative: _____

Amount Financed: \$ _____

Annual Rate for 5 Yrs: _____%

Monthly Payment for 5 Yrs: \$ _____



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.

LEASE PURCHASE AGREEMENT FOR EQUIPMENT

THIS AGREEMENT IS MADE ON THIS ____ DAY OF _____, 20__ BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF _____ COUNTY, 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 LEASE 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

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

NOTWITHSTANDING 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 ALL 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 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 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



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: Marshall Hammons
1500 W Hwy 51
Wagoner, OK 74467
Ph: (918)485-4104

Arvest Bank
100 S Gertrude
Wagoner, OK 74467
Ph: (918)485-7380

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

Wagoner County Purchasing Agent:
Ph: (918) 485-7712 or 485-2216
Fax: (918) 485-8635