

NOTICE TO BIDDERS

On behalf of the Ottawa County Fire Departments, sealed bids will be received in the Office of the Ottawa County Clerk, Reba G. Sill, at 102 East Central Avenue, Suite 103 in Miami, Oklahoma 74354, until 9:05 AM on February 16, 2016. Bids will then be publicly opened and read aloud by the Ottawa County Board of Commissioners on the following:

FIREFIGHTER BUNKER GEAR

Lease/purchase option shall be exercised in accordance with O.S. 62, Section 430.1. **Vendor** must secure financing with a competitive interest rate not to exceed that allowed by State Statute.

COAT SPECIFICATIONS:

Coat Outer Shell: 29" Front /33" Back, 6.5 oz Armor AP Nomex®/Kevlar® and Kevlar® Filament, Khaki

Coat Thermal Liner: (G) 7.8 oz Glide® Pure

Coat Moisture Barrier: (T) 5.2oz Stedair® 3000

Coat Closures: XC40 Zipper / Woven Hook and Loop XMZP Fabric Zipper Pull

Coat Trim Style: 3" NYC ScotchLite™ Triple Reflective Trim

COAT PATTERN, LINER, PATCHES AND LABELS OPTIONS:

XM57 Thermal Liner Inspection Opening

XMLA Liner Alignment Tabs

XMEFL Nomex® American Flag, Left Arm

LETTERING

Text: NAMES

Pos: 8, 2" Scotchlite™ Reflective Trim, XL70 - Row Patch, Hook &

Loop Attachment (14 x 4")

Text: Pos: 9, 2" Scotchlite™ Reflective Trim, XL00 - FXM, Position 9 Sewn Direct Lettering (Allows Five 3" Letters or Seven 2" Letters)

COAT REINFORCEMENTS

Knit Wrist Reinforcement: XM01 Long Knit Wrist with Thumb Loop, Nomex® (Black)

Cuff Reinforcement: Standard Cuff, Shell Material, Main Shell Color

Shoulder Reinforcement: No Reinforcement

Elbow Reinforcement: No Reinforcement

COAT MIC CLIPS AND STRAPS:

XMCLP3 Mic Clip: 1 x 3 Shell

Left Qty: 1

XM892 Hook on Patch with Leather Reinforcement and 12 x 3 Strap

Right Qty: 1

COAT POCKETS:

Chest Pocket - Left: (XP742) Radio Pocket 7 x 4 x 2

Double Notch

This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.

LETTERING PREVIEW:

1. AFTON FIRE DEPARTMENT
2. COMMERCE FIRE DEPARTMENT
3. FAIRLAND FIRE DEPARTMENT
4. MIAMI FIRE DEPARTMENT
5. FIRE DEPARTMENT
6. PEORIA FIRE DEPARTMENT
7. PICHER FIRE DEPARTMENT
8. QUAPAW FIRE DEPARTMENT
9. WYANDOTTE FIRE DEPARTMENT

Hand Pocket - Left: (XP54) Semi Bellow, Handwarmer with Fleece Lining, 8 x 8 x 2
"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop Closure

Hand Pocket - Right: (XP54) Semi Bellow, Handwarmer with Fleece Lining, 8 x 8 x 2
"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop Closure

PANT SPECIFICATIONS:

Pant Rise: Regular Rise

Pant Rear Panel: No Rear Panel

Pant Outer Shell: 6.5 oz Armor AP

Nomex®/Kevlar® and Kevlar®

Filament - KHAKI

Pant Thermal Liner: (G) 7.8 oz Glide® Pure

Pant Moisture Barrier: (T) 5.2oz Stedair® 3000

Pant Closures: XC40 Zipper / Woven Hook and Loop

XCSN Snap at top of closure

Pant Trim Style: 3" around cuffs - ScotchLite™ Reflective Trim

PANT PATTERN, LINER, PATCHES AND LABELS OPTIONS:

XMLA Liner Alignment Tabs

XM57 Thermal Liner Inspection Opening

PANT SUSPENDERS:

SXSS1V36 - Sewn Direct Hook and Loop, Sewn-In Suspenders: H-Back with

Parachute Pull and Hook & Loop Attachment on Front & Back (Max Length: 36")

CYBERIAN CAM LOCK

PANT STRAPS AND OPTIONS:

XMKB Kevlar® Belt

XMBL Belt Loop: 1" x 4" Shell Qty: 6

PANT POCKETS:

Front Pocket - Left: (XP30) Full Bellow 10 x 10 x 2

"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop Closure

Pant Front Pocket - Right: (XP30) Full Bellow 10 x 10 x 2

"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop Closure

PANT REINFORCEMENTS:

Knee Reinforcement: Foam Padded Knee Patch (1-Layer, No Moisture Barrier), Black, 12 x 9", PCA (Polymer Coated Aramid)

Cuff Reinforcement: DexCuff - Reverse Tapered Cuff, Black, PCA (Polymer Coated Aramid)

Leg and Crotch Reinforcement: No Reinforcement

TPP (Before Washing, NFPA minimum = 35)	THL (NFPA Minimum = 205)
42.80 cal/cm ²	220.90 W/m ²

Design and materials must meet current NPFA standards (1971 Standard, 2013 Edition).

Sizes, lettering and reflective trim colors will be determined by each individual fire department, after the award of the bid. Any questions regarding sizing, lettering and reflective trim colors, should be directed to each individual Ottawa County Fire Department.

DELIVERY: Equipment shall be shipped to:
Wyandotte Fire Department
c/o Chief Jodi Francisco
16 N Main
Wyandotte, OK 74370

Shipping and handling costs must be included in Bid submitted.

Bids submitted must be clearly marked on the outside of a sealed envelope:

BID 2015-2016.30: PEORIA FIREFIGHTER BUNKER GEAR
OPEN: FEBRUARY 16, 2016 @ 9:05 AM

and must be accompanied by a completed and notarized "Statement of Non-Collusion" (form follows) as required by O.S. 74, Section 85.22.

Following Award of Bid, **amortization schedule and completed SA&I Form 120b** shall be required on equipment that is lease / purchased.

The successful bidder must comply with O.S. 19, Chapter 33 (Purchasing Procedures).

Bids received late will be returned unopened.

The Board of County Commissioners will rely on input from the individual Ottawa County Fire Departments' personnel to make the final decision on the selection of the appropriate product to serve their needs.

On behalf of the Ottawa County Fire Departments, the Board reserves the right to reject any or all Bids and /or make an Award to other than the low bidder, if such an Award is deemed to be in the best interest of the County.

Heather Forrest
Ottawa County Purchasing Agent

OTTAWA COUNTY PURCHASING OFFICE

102 EAST CENTRAL AVENUE, SUITE 103

MIAMI, OKLAHOMA 74354

(918) 542-3332

FAX (918) 542-8260

e-mail: countyclerk@ottawa.okcounties.org

INVITATION TO BID

BID 2015-16.30: OTTAWA COUNTY FIREFIGHTER BUNKER GEAR

ISSUED: FEBRUARY 3, 2016

OPEN: FEBRUARY 16, 2016 @ 9:05 AM

DESCRIPTION

MANUFACTURER

WARRANTY (State Terms)

ESTIMATED DELIVERY _____ (Days)

TOTAL QUANTITY OPTIONS FOR PRICE PER SET OF BUNKER GEAR:

QUANTITY: 1 – 10 \$ _____

QUANTITY: 11 – 20 \$ _____

QUANTITY: 21 – 30 \$ _____

QUANTITY: 31 – 40 \$ _____

QUANTITY: 41 – 50 \$ _____

QUANTITY: 51 – 60 \$ _____

LEASE/PURCHASE OPTIONS

LEASE/PURCHASE FOR PEORIA FIRE DEPARTMENT

FOUR (4) SETS @ _____ = _____ TOTAL

18 PAYMENTS OF \$ _____ @ _____ % INTEREST

24 PAYMENTS OF \$ _____ @ _____ % INTEREST

36 PAYMENTS OF \$ _____ @ _____ % INTEREST

48 PAYMENTS OF \$ _____ @ _____ % INTEREST

CONDITIONS OF BID

Sealed bids will be opened in the Office of the County Commissioners located in the Ottawa County Courthouse at 102 East Central Avenue, Suite 104 in Miami, Oklahoma, at the time and date shown on the Invitation to Bid.

Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with Bid Number, Date and Time written on the outside of the envelope.

Unit prices will be guaranteed correct by the bidder.

Purchases by Ottawa County, Oklahoma are not subject to State or Federal taxes.

This bid is submitted as legal offer and any bid, when accepted by the County, constitutes a firm contract.

Oklahoma laws require each vendor submitting a bid to a County for goods or services to furnish a notarized sworn Statement of Non-Collusion (form supplied below).

NOTE: Other terms and conditions may be added at the discretion of County Officers.

STATEMENT OF NON-COLLUSION

AFFIDAVIT: 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 discussions 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.

Subscribed and sworn to this _____ day of _____, 20____.

(Seal) Firm: _____

Signed: _____

Address: _____

Notary Public

City: _____ State: _____

My commission expires _____ Zip: _____

SUGGESTED FINANCIAL
INSTITUTION

For County Lease / Purchase Agreements

Welch State Bank

Contact: Sherri Mount

PO Box 129

Welch, OK 74369

Phone: (918) 788-3373

Fax: (918) 788-3364

E-mail: smount@welchstatebank.com

*We have learned – through years of experience – that **Welch State Bank** does an outstanding job of meeting the State Auditor & Inspector's requirements for the Lease / Purchase of County equipment.*

Many Financial Institutions refuse to comply with SA&I's requirements and cannot be used.

*If a Financial Institution will not complete an **unaltered** State Auditor & Inspector's Form 120b, they may not be used.*

I CERTIFY COPIES OF **BID 2015-16.30: OTTAWA COUNTY FIREFIGHTER BUNKER GEAR** WERE MAILED TO THE FOLLOWING VENDORS ON FEBRUARY 3, 2016:

Chief Fire & Safety Co Inc
Attn: Richard Payne
PO Box 1214
Chickasha, OK 73023
rpayne@chieffire-safety.com

Northern Safety Company Inc
Attn: Clay Carter
5514 S 94th E Ave
Tulsa, OK 74145
ccarter@northernsafety.com

Casco Industries
Attn: Terry Graham
3601 NW 10th
Oklahoma City, OK 73107
tgraham@cascoindustries.com
purchasing@cascoindustries.com

FireMaster Apparatus Inc
Attn: Randy Lawson
2049 E Division
Springfield, MO 65803
randylawson@firemaster.com

Heather Forrest
Ottawa County Purchasing Agent

OTTAWA COUNTY, OKLAHOMA
LEASE PURCHASE AGREEMENT FOR EQUIPMENT

This agreement is made on this _____ day of _____, _____, by and between the Board of County Commissioners of Ottawa 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";

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
<hr/>					
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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 to 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 TERMS

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 term 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 term 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 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 the 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 and 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 the 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 this 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 Ottawa County, State of Oklahoma.

BOARD OF COMMISSIONERS
OTTAWA COUNTY, OKLAHOMA

Chairman

Member

Member

ATTEST

County Clerk

APPROVAL BY LEGAL COUNSEL FOR OTTAWA COUNTY

Title

Date

FOR THE LESSOR:

Title