

INVITATION TO BID
(PLEASE USE THE ENCLOSED BID SHEETS)

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Custer County, Oklahoma will, on October 26, 2015 until the hour of 10:00 o'clock a.m. on said day, in their office in the Courthouse in Arapaho, Oklahoma, receive sealed bids for the following:

**Minimum Specifications For
One (1) New Brush Pumper Bed
For Weatherford Fire Department
Custer County, Oklahoma**

Specifications and information are on the file in the Custer County Clerk's Office in Arapaho, Oklahoma and may be viewed on Custer County's website, <http://www.custer.okcounties.org>.

All bids must be in a sealed envelope, clearly marked BID, with the BID OPENING DATE.

All bids must be mailed or delivered to:

(Mailing)

CUSTER COUNTY CLERK'S OFFICE
P.O. BOX 300
ARAPAH0, OKLAHOMA 73620-0300

(Physical)

CUSTER COUNTY CLERK'S OFFICE
675 WEST "B" STREET
ARAPAH0, OKLAHOMA 73620-0300

Please follow all instructions for submitting bid proposals completely.

/S/ KAREN FRY, CUSTER COUNTY CLERK
(SEAL)

INSTRUCTIONS FOR SUBMITTING BID PROPOSALS

1. This entire packet (Notice, Instructions, Minimum Specifications and Affidavit for Filing, Affidavit for Contracts and W-9) shall be known as the “Invitation to Bid” form. Fill out the “Invitation to Bid” form *completely*.
2. Identify the outside of the sealed envelope as follows:
SEALED BID
CLOSING (Bid Date)
BID (Opening Time)
3. Place your company name and return address on the outside of the envelope.
4. File the bid proposal with the Custer County Clerk, either by mail or in person, until **10:00 o’clock a.m. on October 26, 2015**. Bids received after this time will be rejected and unopened. All bids will be opened at **10:00 o’clock a.m., October 26, 2015** during the County Commissioner’s meeting held in the Custer County Courthouse, Arapaho, Oklahoma, Room 104, at 675 West “B” Street, Arapaho, Oklahoma.
5. All forms must be filled out completely. Any incomplete forms could result in rejection if the Board of County Commissioners considers such action to be in the best interest of Custer County.
6. The address of the Custer County Clerk is as follows:

<i>(Mailing)</i>	<i>(Physical)</i>
CUSTER COUNTY CLERK’S OFFICE	CUSTER COUNTY CLERK’S OFFICE
P.O. BOX 300	675 WEST “B” STREET
ARAPAH0, OKLAHOMA 73620-0300	ARAPAH0, OKLAHOMA 73620
7. All bid information shall be typewritten, or legibly written in ink. All corrections shall be initialed by the person signing the form(s).
8. On all bids requiring services or contract labor, proof of liability insurance may be required. Read the bid specifications carefully.
9. FOR PROMPT PAYMENT OF ALL INVOICES, PLEASE NOTE:
* Payment for maintenance & operational expenses for Custer County is made once a month. Approval of said claims is made on the second Monday of each month. For your claim to be considered for payment, the product(s) or service(s) must be delivered, and the appropriate paperwork on file with the County Clerk’s office no later than five working days prior to the second Monday of the month.
* If the proper invoices and supporting documentation are not received by the monthly cut-off date, payment will be rendered during the following month’s business.
* Please contact Karen Fry, Custer County Clerk, for a schedule for invoice submission in order to expedite payment processing.
10. If you have any questions regarding the bid specifications, or the bid deadlines, etc., please contact Karen Fry, Custer County Clerk or Debbie Bright, Purchasing Agent at (580) 323-4420.

NOTE: ALL BID PROPOSALS WHICH DO NOT CONTAIN THE “INVITATION TO BID” AND THE SIGNED/NOTARIZED “AFFIDAVIT FOR FILING WITH COMPETITIVE BID”, WILL BE INVALID AND REJECTED.

MINIMUM SPECIFICATIONS
One (1) New Brush Pumper Bed
For Weatherford Fire Department
Custer County, Oklahoma

INTENT OF SPECIFICATIONS

It is the intent of these specifications to clearly describe the manufacturing and delivery of a completed 4x4 brush pumper fire apparatus equipped as hereinafter specified to the Weatherford Fire Department. These specifications cover only the general construction requirements and tests to which the apparatus shall conform, as well as certain details as to the finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features.

Apparatus proposed by the bidder shall meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in NFPA 1906, Standard for Wildland Fire Apparatus, 2012 Edition. The apparatus shall conform to all applicable Federal Motor Vehicle Safety Standards. Loose equipment shall be provided as stated in these specifications.

BID TO INCLUDE LEASE PURCHASE AGREEMENT

Bidder shall include a lease purchase agreement in the bid. Lease purchase terms shall be for 24 months from time of delivery and shall include early payoff option with no penalties.

Bidder must use attached S.A.&I. Form 120B Lease Purchase Agreement.

INFORMATION REQUIRED

Upon delivery, the manufacturer shall supply two (2) complete operation and maintenance manuals covering the completed apparatus. Manuals shall include the chassis, pump, wiring diagrams, lubrication charts, and firefighting equipment for that apparatus.

QUALITY AND WORKMANSHIP

Workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the accessibility of the various components that require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions. Construction shall be rugged and ample safety factors shall be provided to carry the loads specified and to meet both on and off road requirements. Welding shall not be employed in the assembly of the apparatus in a manner that shall prevent the ready removal of any component part for service or repair.

TRAINING

There shall be a factory trained delivery person that will provide training on the use of the apparatus, including operation and maintenance, at the Weatherford Fire Department.

SPECIFICATION BID REQUIREMENTS

Bidders shall indicate in the "yes/no" column if their bid complies **on each item** (PARAGRAPH) specified.

Bidders shall submit a detailed proposal. Bid proposals shall be submitted in the same sequence as specifications for ease of evaluation, comparison and checking of compliance.

EXCEPTIONS

All exceptions shall be listed. Proposals taking total exception to specifications shall not be acceptable.

Any exceptions not taken shall be assumed by Custer County to be included in the proposal, regardless of the cost to the bidder.

Exceptions shall be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page. Custer County shall be the final authority when determining if an exception meets or exceeds these published specifications.

GENERAL CONSTRUCTION

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles.

WARRANTY

The new fire apparatus shall be warranted to be free from defects in materials and workmanship under normal use and service. Each manufacturer shall supply, as a part of their bid package, a copy of the warranty or warranties that they propose to provide, and in no case shall it be less than **one (1) year** on the entire apparatus.

All other warranties, as outlined in these specifications shall be provided in writing as a part of the bid package.

CHASSIS

The Weatherford Fire Department shall provide and deliver the vehicle chassis to the successful bidder's manufacturing facility. The chassis will be a new four wheel drive (4x4), extended cab, with a 186"WB chassis, with dual rear wheels. The vehicle will be powered by a 6.7L OHV heavy duty Diesel V8 engine with a heavy-duty automatic transmission. The vehicle's GVW rating will be 19,500 lbs.

REFLECTIVE VEHICLE STRIPING and LETTERING

A 4.00" white reflective band (Scotchlight) shall be provided along the sides and back of the apparatus.

COMPLY YES_____ NO_____

There shall be a white 3.0" Scotchlite reflective stripe installed within the perimeter fire body extrusion.

COMPLY YES_____ NO_____

The rear apron shall have a red and florescent yellow chevron applied.

COMPLY YES_____ NO_____

Gold small engine turn letters (3M or equivalent), minimum of 4.00" high, outlined and shaded shall be provided. The letters shall be protected with an appropriate clear-coat type covering.

COMPLY YES_____ NO_____

Shading of the gold small engine turn letters shall be black.

COMPLY YES_____ NO_____

Lettering style shall match that currently used by the Weatherford Fire Department. Lettering shall be current WFD logo on each door. Additionally, "WEATHERFORD" shall be displayed on the front and on the back of the vehicle.

COMPLY YES_____ NO_____

"Brush Pumper 1" shall be displayed on each front fender, as approved by Weatherford Fire Department.

COMPLY YES_____ NO_____

The number "1" shall be white reflective and a minimum of twelve (12) inches in height placed on each side of the apparatus in a location to be determined by the Weatherford Fire Department. There shall also be a number "BP1" placed on the rear of the apparatus in a location to be determined by the Weatherford Fire Department. There shall be a black "BP- 1" placed on the roof of the apparatus and shall be minimum of 12" tall letters.

COMPLY YES_____ NO_____

All lettering shall be appropriately sized for the area where the lettering is located and approved by Weatherford Fire Department.

COMPLY YES_____ NO_____

FRONT BUMPER/GRILL GUARD ASSEMBLY

A front bumper/grill guard assembly shall be constructed from steel. The bumper/grill assembly shall protect the front grill, radiator, etc., and shall replace the factory bumper. The completed bumper assembly shall be silver or black powder coated.

COMPLY YES_____ NO_____

The front bumper/grill guard assembly shall be securely fastened to the truck frame and shall be designed for the mounting of a winch rated at 12,000 pounds.
COMPLY YES_____ NO_____

A receiver hitch shall be provided on the front bumper assembly in a location approved by the Weatherford Fire Department. The receiver hitch shall not be located below the bumper. The receiver hitch shall not extend beyond the front of the bumper/grill guard assembly. A removable screw pin anchor shackle shall be supplied that properly fits into the receiver hitch. The screw pin anchor shall be of sufficient strength to allow the vehicle to be pulled out of mud, etc.
COMPLY YES_____ NO_____

STAINLESS STEEL WHEEL COVERS
Stainless wheel covers shall be supplied both front and rear of chassis.
COMPLY YES_____ NO_____

NERF/STEP BARS
A set of nerf / step bars (black powder coated) will be provided on each side of chassis entrance.
COMPLY YES_____ NO_____

CAB CONSOLE
An electrical console and enclosure shall be provided to house cab mounted electrical switching devices and equipment. The console shall be located between the driver's and the officer's seating to the floor board. Console shall be capable of holding VHF radio, siren control head, lighting controls, map books, cup holders, and shall have arm rest on both sides. Exact design to be determined by Weatherford Fire Department.
COMPLY YES_____ NO_____

12,000 POUND FRONT-MOUNTED WINCH
A Warn MI2000 DC (or equivalent) electric vehicle winch shall be installed in the front bumper/grill guard assembly. The winch shall have 12,000 lb. pulling capacity and shall be equipped with 125 feet of 3/8 inch wire rope and roller fairlead. The winch shall operate from 12 volts DC.
COMPLY YES_____ NO_____

BODY and BODY FRAME
Visible portions of the aluminum shall be "engine turned" or bright aluminum tread plate-
no exceptions.
COMPLY YES_____ NO_____

The body frame shall be designed to provide the lowest center of gravity possible for the water tank.
COMPLY YES_____ NO_____

The fire body shall be constructed entirely of heavy duty extruded aluminum and designed to fit an extended cab chassis with a 19,500 GVW.
COMPLY YES_____ NO_____

The fire body dimensions shall be 138"L x 96"W.
COMPLY YES_____ NO_____

The perimeter of the fire body shall be constructed of a custom heavy duty 5.0" x 3.0" 6061-T6 aluminum extrusion.
COMPLY YES_____ NO_____

The fire body cross members shall be constructed of heavy duty 3.0" 6061-T6 National Standard extruded aluminum channel.
COMPLY YES_____ NO_____

The extruded aluminum cross members shall be located on 12" centers.
COMPLY YES_____ NO_____

The fire body mounting sills shall be constructed of heavy duty 6.0" 6061-T6 National Standard extruded aluminum channel.
COMPLY YES_____ NO_____

A rubber isolation barrier shall be provided between the fire body extruded aluminum mounting sills and chassis' steel frame rails.
COMPLY YES_____ NO_____

There shall be .125" aluminum diamond plate covering the entire deck of the fire body.
COMPLY YES_____ NO_____

The .125" aluminum diamond plate deck shall be stitch welded to the bottom side of the perimeter extrusions.
COMPLY YES_____ NO_____

HEADACHE RACK

There shall be a headache rack located at the front of the fire body.
COMPLY YES_____ NO_____

The headache rack shall be constructed of heavy duty 3.0" x 2.0" 6061-T6 extruded aluminum tube.
COMPLY YES_____ NO_____

The headache rack shall have .125" aluminum diamond plate covering the bottom half on the front side and .25 aluminum louvers on the top half.
COMPLY YES_____ NO_____

There shall be an approximate 60"W x 10"D aluminum plate light bar mounting platform located on top of the fire body headache rack.
COMPLY YES_____ NO_____

WALKWAY

There shall be manwells provided at the front corners of the fire body.
COMPLY YES_____ NO_____

The manwells shall be approximately 24"W x 24"D x 16"T with a step along the back wall.
COMPLY YES_____ NO_____

There shall be 44"T gates provided at the entrance to the manwells.
COMPLY YES_____ NO_____

The gates shall be held in the closed position by a pneumatic piston and have a positive stop as to not let the gate swing outward.
COMPLY YES_____ NO_____

The gates shall have a .125 aluminum diamond plate cover.
COMPLY YES_____ NO_____

REAR APRON

There shall be a 95"W x 12.0"D x .1875 smooth aluminum apron provided at the rear of the fire body.
COMPLY YES_____ NO_____

There shall be two (2) pocket steps installed in the rear apron for access to the top of the bed.
COMPLY YES_____ NO_____

There shall be two (2) ¾" plate steel tow eyes protruding through the rear apron.
COMPLY YES_____ NO_____

There shall be a 2.0" receiver tube provided at the rear of the apparatus, located directly below the rear apron.
COMPLY YES_____ NO_____

The receiver tube shall be integrated into the fire body mounting sills and chassis' frame rails.
COMPLY YES_____ NO_____

There shall be a long tool storage area provided between the frame rails and accessible from the rear through a drop down door.
COMPLY YES_____ NO_____

UPPER SIDE COMPARTMENTS

Two compartments constructed of .125" polished diamond aluminum shall be provided (one on each side of the apparatus-directly behind the walkway area alongside the booster tank).

COMPLY YES_____ NO_____

Each compartment shall measure approximately 24"high x 30"long x 18"deep. Each compartment shall be equipped with one vertically hinged door and latch. The hinged side of the door shall be placed toward the front of the vehicle.

COMPLY YES_____ NO_____

The exterior of the compartment doors shall be aluminum diamond plate. The compartment door latches shall be D-style paddle slam latches.

COMPLY YES_____ NO_____

Each compartment shall be equipped with LED compartment lighting that shall be controlled by an automatic door switch.

COMPLY YES_____ NO_____

Compartment bottoms shall be a sweep out design. The compartment floors shall be covered with Turtle Tile style compartment matting.

COMPLY YES_____ NO_____

Compartment doors shall be weather stripped and shall completely seal the compartment when closed.

COMPLY YES_____ NO_____

LOWER SIDE COMPARTMENTS

There shall be two (2) underbody tool boxes mounted to the underside of the fire body between the transverse crosswalk and the rear tires.

COMPLY YES_____ NO_____

Each compartment shall be constructed from .125" polished diamond aluminum. Each box shall measure approximately 16"H x 18" D x 30" W.

COMPLY YES_____ NO_____

Each compartment shall be equipped with LED compartment lighting that shall be controlled by an automatic door switch.

COMPLY YES_____ NO_____

Compartment doors shall be a drop down style with cable stops on the inside of the door. Doors shall be weather stripped to seal the compartment when closed.

COMPLY YES_____ NO_____

The compartment floors shall be covered with Turtle Tile style compartment matting.

COMPLY YES_____ NO_____

MUD FLAPS

Mud flaps shall be mounted behind the rear wheels. Exhaust piping shall be located in such a way as to prevent damage to the mud flaps.

COMPLY YES_____ NO_____

REAR BUMPER

A custom fabricated heavy-duty rear bumper shall be attached directly to the chassis frame and to the fire apparatus bed.

COMPLY YES_____ NO_____

REAR RECEIVER HITCH WITH SCREW PIN TOW SHACKLE

A receiver hitch shall be provided on the rear bumper assembly in a location approved by the Weatherford Fire Department. The receiver hitch shall not be located below the bumper. A removable screw pin anchor shackle shall be supplied that properly fits into the receiver hitch. The screw pin anchor shall be of sufficient strength to allow the vehicle to be pulled out of mud, etc.

COMPLY YES_____ NO_____

FUEL FILL

A flush mounted fuel fill shall be provided on the apparatus body.

COMPLY YES_____ NO_____

LED RUNNING, BRAKE, TURN SIGNAL LIGHTS

Approved DOT marker/clearance, tail, brake, and turn signal LED lights shall be provided. The lights shall be protected from shock and vibration. All lighting shall conform to Federal DOT regulations.

COMPLY YES_____ NO_____

BACKUP LIGHTS

Backup lights shall be activated when the vehicle's transmission is placed in "REVERSE" and the ignition key is on. Backup lights shall be of the sealed beam type, and shall adequately illuminate the area behind the vehicle for backing in dark and low-light conditions.

COMPLY YES_____ NO_____

LED PUMP PANEL, WALKWAY, AND GROUND LIGHTING

LED lights shall be provided to effectively illuminate the pump panel, walkway, and underneath the apparatus where personnel may step out of or off of the apparatus.

COMPLY YES_____ NO_____

There shall be a minimum of two (2) LED walkway lights in the transverse crosswalk area.

COMPLY YES_____ NO_____

There shall be four (4) LED work lights provided – mounted one (1) each side of the headache rack facing the rear of the truck, and two (2) at the rear of the truck to illuminate the pump. A switch at the pump panel shall control all lights.

COMPLY YES_____ NO_____

There shall be one (1) LED underbody ground light under each step well and under each cab door. These lights shall be automatically activated when the chassis transmission is shifted into PARK, and shall automatically deactivate when the chassis transmission is shifted out of PARK.

COMPLY YES_____ NO_____

MASTER DISCONNECT SWITCH

A battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12 volt power supply from the battery system.

COMPLY YES_____ NO_____

BACK-UP ALARM

A solid-state back-up alarm (97DB type C) shall be provided and installed at the rear of the apparatus. The back-up alarm shall activate automatically when the transmission is placed in reverse gear and the ignition is "on".

COMPLY YES_____ NO_____

TOP MOUNT PUMP PANEL

The pump control panel shall be mounted in the walkway area and have the following functions: Start/stop switch, choke, pressure gauges, and Vemeer throttle control with quick release. Control valves for each discharge outlet, including the 1 Y2-inch pre-connect crosslay, 1-inch tank fill, 1-inch whipline, and booster hose reel(s) shall be mounted in the pump panel.

COMPLY YES_____ NO_____

All controls at the pump panel shall be permanently labeled. Labels shall be color-coded with white letters, according to the following:

1-3/4" Preconnect-GREEN label

Whip Line -YELLOW label

Booster Line – RED label

High Pressure Line- BLUE label

COMPLY YES_____ NO_____

Removable panels shall be provided at the pump panel for service.

COMPLY YES_____ NO_____

The surface of the pump panel shall have a stainless, aluminum, or black powder coat finish.
COMPLY YES_____ NO_____

The pump panel shall be provided with LED lights for night time operation.
COMPLY YES_____ NO_____

FIRE PUMP PLUMBING SYSTEM

The engine driven fire pump plumbing system shall be built completely of stainless steel piping, stainless steel and/or brass fittings, and connections.
COMPLY YES_____ NO_____

Tank connections, front discharges, and other piping shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victraulic connections.
COMPLY YES_____ NO_____

INTAKE AND DISCHARGE VALVES

All valves used in the plumbing installation shall be stainless steel or brass quarter turn full flow type valves.
COMPLY YES_____ NO_____

The unit shall have the following:

- One (1) 1 ½" discharges with 1 ½" stainless steel valve shall be plumbed out the rear with chrome cap and chain.
- Six (6) 1" discharges with stainless steel valves; One (1) will be plumbed to the hose reel; One (1) will be plumbed to the high pressure hose reel; Two (2) will be plumbed to each stand-up area on the walkway.

COMPLY YES_____ NO_____

FIRE PUMP TO WATE TANK BYPASS LINE

A 1" fire pump to water tank refill and pump bypass cooler line shall be provided. The valve shall be a full flow quarter turn ball valve. A 1" piping and flex hose will be provided from valve to tank. The valve control shall be directly on the valve. A permanent 3/8" cooler line will be provided so that as long as water is in the tank, the pump will not overheat.
COMPLY YES_____ NO_____

WATER TANK TO PUMP & SUCTION

A 2 ½" water tank to fire pump line shall be provided with a full flow 2 ½" quarter turn ball valve.
COMPLY YES_____ NO_____

One (1) 2 ½" Suctions will be provided with a full flow 2 ½" quarter turn ball valve so that while pumping you can also be connecting to an additional water source with a 2 ½" chrome plug and chain out the rear.
COMPLY YES_____ NO_____

The line shall be flow tested during the fire pump testing to insure safety to firefighters.
COMPLY YES_____ NO_____

ALL PLUMBING SHALL BE STAINLESS OR BRASS INCLUDING PIPING, FITTINGS, MANIFOLD, VALVES, ETC..

PUMP

The pump shall be a Hale HPX200-B23 MAXSTREAM powered by air-cooled, gasoline fueled Briggs and Stratton Vanguard 23-HP, V-twin, overhead valve (OHV) engine (or equivalent). The engine shall have an electric start with a recoil backup. Gasoline for the pump shall be supplied from an auxiliary fuel tank (10 gal. aluminum min. mounted to the apparatus bed). Pump performance shall be 85 GPM@ 150 PSI, 125 GPM@ 125 PSI, 190 GPM@ 75 PSI, and 245 GPM @ 25 PSI.
COMPLY YES_____ NO_____

Properly sized positive and negative battery type cable shall be run from the chassis batteries to the auxiliary pump engine to drive the auxiliary pump engine starter. The auxiliary pump motor's alternator shall be disabled to prevent charging into the vehicle's electrical system. No battery shall be located on the rear of the apparatus (**NO EXCEPTIONS**).
COMPLY YES_____ NO_____

BLIZZARD WIZARD CLASS A FOAM SYSTEM

The pump shall be equipped with a Blizzard Wizard Class A foam system. The system shall be installed so that foam may be used at any discharge, and all hoses and discharges can be flushed without foam entering the booster tank from the foam system. Location of the system shall be per Weatherford Fire Department.

COMPLY YES_____ NO_____

500-GALLON BOOSTER TANK

A 500-gallon booster tank with a lifetime warranty shall be provided.

COMPLY YES_____ NO_____

The tank shall be baffled, and shall be designed for use on fire apparatus.

COMPLY YES_____ NO_____

A fill tower of approximately 8-inches x 8-inches x 9-inches shall be located per the Weatherford Fire Department. The fill tower shall have a hinged-type cover.

COMPLY YES_____ NO_____

The tank shall have a sight level gauge. This sight level gauge shall be part of the tank construction and shall allow constant view of the water level.

COMPLY YES_____ NO_____

The tank shall be appropriately vented.

COMPLY YES_____ NO_____

The tank shall be designed, constructed and mounted to provide the lowest possible center of gravity on the apparatus. The tank shall be as short of height as possible not to exceed 30" above the deck of the truck bed.

COMPLY YES_____ NO_____

There shall be a FRC Vision LED transducer style tank level indicator located on the top mount pump panel. There shall also be a FRC Vision LED tank level indicator located on the dash in the vehicle cab.

COMPLY YES_____ NO_____

INTERNAL FOAM TANK

A twelve (12) gallon foam tank shall be integrated internally to the booster tank. The foam tank shall have a sight level gauge. This sight level gauge shall be part of the tank construction and shall allow constant view of the foam level.

COMPLY YES_____ NO_____

BOOSTER REEL BASES INTEGRATED TO TANK SIDES

(4) Booster reel mounting bases welded to tank sides (2) on driver side and (2) on passengers side. Tool brackets to be included to accommodate hand tools (shovels, rakes, etc...) Locations to be determined by Weatherford Fire Department.

COMPLY YES_____ NO_____

HOSE REEL

One (1) Hannay Fire Service model #EF20-30-31-12 booster hose reel with electric rewind shall be provided. The booster reel shall be located at the rear of the apparatus body.

COMPLY YES_____ NO_____

The reel shall have a chrome plated Hannay hose roller and spool assembly. There shall be 100-feet of 1-inch 800-PSI booster hose with lightweight couplings provided with the reel. An electric rewind button shall be located at a location to be determined by the Weatherford Fire Department. A control valve for the reel shall be located at the pump panel.

COMPLY YES_____ NO_____

The hose reel shall be plumbed with solid piping- except for the immediate connection at the reel, which shall be high pressure hose.

COMPLY YES_____ NO_____

One (1) nozzle clip shall be provided at the booster reel.

COMPLY YES_____ NO_____

HIGH PRESSURE HOSE REEL

One (1) hose reel, model with electric rewind shall be provided with a *C* style roller and spool assembly and a brake to adjust tension on the spool.

COMPLY YES_____ NO_____

The hose reel shall be mounted on the rear of the apparatus on the officer's side facing rearward.

COMPLY YES_____ NO_____

HIGH PRESSURE HOSE

200' of 1/2" High pressure hose shall be provided for the high pressure hose reel.

COMPLY YES_____ NO_____

HOSE REEL ELECTRIC REWIND

Electric rewind push buttons will be installed. The electric rewind control shall be a weather-resistant enclosed momentary push button switch and installed at location determined by Weatherford Fire Department.

COMPLY YES_____ NO_____

1" WHIP LINE

Two (2) 1" whip lines shall be provided near the pump panel and walkway area. The whip lines shall be approximately 7 feet in length booster hose. The nozzle end of the hoselines shall be fitted with a 1" national standard hose thread male coupling.

COMPLY YES_____ NO_____

One (1) nozzle clip shall be provided at each whip line location.

COMPLY YES_____ NO_____

FILLER HOSE STORAGE

A compartment made from expanded metal and angle stock shall be located on the passenger side behind the rear wheel under the apparatus body floor. This compartment shall have the capacity to hold 50 ft of 2-1/2" fire hose and shall be designed to securely keep the hose from falling from the apparatus.

COMPLY YES_____ NO_____

FIRE EXTINGUISHER WITH BRACKET

One (1) 10 lb. ABC dry chemical fire extinguisher and mounting bracket shall be provided. The extinguisher shall be installed in a location determined by the Weatherford Fire Department.

COMPLY YES_____ NO_____

ELECTRICAL SYSTEM

Low Voltage Electrical System Specifications

The following specifications describe the low voltage electrical system on the specified brush truck type fire apparatus. The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

COMPLY YES_____ NO_____

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

COMPLY YES_____ NO_____

All connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

COMPLY YES_____ NO_____

Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions.

COMPLY YES_____ NO_____

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in an electrical junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage.

COMPLY YES_____ NO_____

The electrical system shall include the following:

- a) Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- b) The electrical wiring shall be harnessed or be placed in a protective loom.
- c) Heat shrink material and sealed connectors shall be used to protect exposed connections.
- d) No holes shall be made in the roof of chassis (**No Exception**).
- e) Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
- f) All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

COMPLY YES_____ NO_____

The warning lights shall be switched in the chassis cab with labeled switching in an accessible location. Individual push button switches shall be provided only for warning lights provided over the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator and passenger. The warning light switches shall be of the push type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function.

COMPLY YES_____ NO_____

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and call for the right of way.

COMPLY YES_____ NO_____

LIGHT BAR

A Federal Signal Jet Solaris (or equivalent) 54" LED lightbar w/ clear lenses shall be supplied. The light bar shall have red LED's to the front and to the rear and white center traffic clearing light to the front, will be mounted on the headache rack over the top of cab. No mounting to the cab or holes in the cab will be allowed (**No Exceptions**).

COMPLY YES_____ NO_____

LOWER WARNING LIGHTS

Eight (10) LED Warning lights shall be provided. These warning lights have eleven (11) different flash patterns to customize to department specifications. The color shall flash red.

COMPLY YES_____ NO_____

Warning Lights shall be installed as follows:

- Two (2) LED lights on the front grille guard;
- One (1) LED light each side of the apparatus chassis, for a total of two (2);
- One (2) LED light each side of the apparatus body, for a total of two (4);
- Two (2) on the rear of the apparatus.

COMPLY YES_____ NO_____

LED STRIP LIGHTS

Five (5) LED 6" strip lights and One (1) 24" strip light shall be installed as to light the perimeter of the apparatus during nighttime operations.

COMPLY YES_____ NO_____

Lights shall be installed as follows:

- One (1) on each side of the chassis under the driver and officer chassis doors;
- One (1) on each side of the apparatus body where applicable;
- One (1) 24" on the walkway to illuminate the walking surface;
- One (1) on the pump panel to illuminate the pump controls.

COMPLY YES_____ NO_____

FEDERAL ELECTRONIC SIREN

One (1) full function electronic siren shall be mounted in the cab console. The siren shall have the following features: electronic air horn, wail, yelp, hi-lo, radio rebroadcast, P.A. and shall have a hard wired microphone.

COMPLY YES_____ NO_____

SPEAKER

One (1) 100 watt speaker shall be mounted behind the front of the chassis bumper or grille. The speaker shall be wired to the electronic siren located in the cab.

COMPLY YES_____ NO_____

VHF RADIO COAX and ANTENNA

1 VHF radio antenna shall be supplied and mounted in approved location. Coax shall also be supplied and installed from antenna location to cab console.

COMPLY YES_____ NO_____

LICENSE PLATE LIGHT & BRACKET

There shall be a license plate mount with light supplied at the rear of the apparatus.

COMPLY YES_____ NO_____

Warranty

1-Year Standard

The apparatus manufacturer shall provide a full 1-year standard warranty. All components manufactured by the apparatus manufacturer shall be covered against defects in materials or workmanship for a 1-year period. All components covered by separate suppliers such as engines, transmissions, tires, and batteries shall maintain the warranty as provided by the component supplier. A copy of the warranty document shall be provided with the proposal.

COMPLY YES_____ NO_____

10 Year 100,000 Mile Structural Warranty

The apparatus manufacturer shall provide a comprehensive 10 year/100,000 mile structural warranty. This warranty shall cover all structural components of the cab and/or body manufactured by the apparatus manufacturer against defects in materials or workmanship for 10 years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items, or paint finishes. A copy of the warranty document shall be provided with the proposal.

COMPLY YES_____ NO_____

10 Year Stainless Steel Plumbing Warranty

The apparatus manufacturer shall provide a full 10-year stainless steel plumbing components warranty. This warranty shall cover defects in materials or workmanship of apparatus manufacturer designed foam/water plumbing system stainless steel components for 10 years. A copy of the warranty document shall be provided with the proposal.

COMPLY YES_____ NO_____

LOOSE EQUIPMENT

1" Nozzles

Three (3) 1" Akron nozzles will be provided as follows: One (1) for hose reel and one (1) for each whip line.

COMPLY YES_____ NO_____

High Pressure Nozzle

One (1) High Pressure wand shall be supplied.

COMPLY YES_____ NO_____

Nozzle Brackets

One (1) nozzle bracket will be provided for each whip line and placement to be determined

at prebuild meeting. Nozzle bracket will be formed fit to nozzle as to withstand rough terrain and to carry the load of the nozzle pre connected to hose.
COMPLY YES_____ NO_____

DELIVERY TIME NOT TO EXCEED 120 CALENDAR DAYS

Each bidder shall state in his/her bid proposal, the time required for delivery of the completed apparatus to the Weatherford Fire Department. Delivery shall not exceed 120 calendar days from the date of award. Should the awarded bidder fail to deliver within the time specified, the awarded bidder agrees to pay, as liquidated damages for such breach of contract, Custer County a sum of twenty-five dollars (\$25.00) for each and every calendar day of failure to deliver. This said amount is fixed and agreed upon because of the impracticability and difficulty of fixing and ascertaining the actual damages Custer County would sustain in such an event.

Should the awarded bidder be delayed in the delivery by any act or neglect of Custer County, or of any other causes outside of and beyond the control of the awarded bidder and while, in the opinion of Custer County, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by Custer County, shall be granted, provided however, that the awarded bidder shall give Custer County notice in writing of the cause of delay in each case, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work included herein.
COMPLY YES_____ NO_____

DELIVERY OF APPARATUS

The apparatus shall be delivered to the Weatherford Fire Department under its own power. Fuel tank(s) shall be full upon delivery to the Weatherford Fire Department.
COMPLY YES_____ NO_____

TRAINING PROVIDED

The successful bidder shall provide training on the proper maintenance and operation of the completed apparatus to the Weatherford Fire Department.
COMPLY YES_____ NO_____

Alternate Bid
#1

Replace Blizzard Wizard Foam system with Foam Pro 1600 Class A Foam system (or equivalent). The system shall be installed so that foam may be used at any discharge, and all hoses and discharges can be flushed without foam entering the booster tank from the foam system. Location of the system shall be per Weatherford Fire Department.

Alternate Bid
#2

David Clark or Fire Cmn headsets for 2 positions. Wireless units shall be used so that driver and firefighter are able to move from the cab and maintain communication with each other and transmit on the VHF radio. Shall be complete system installed and operational.

TOTAL COST\$_____

THIS UNIT MUST BE COMPLETE, FULLY SERVICED AND READY TO OPERATE WHEN DELIVERED

PLEASE PROVIDE ANTICIPATED DELIVERY DATE: _____

LEASE PURCHASE AGREEMENT:

Bidder shall include a lease purchase agreement in the bid. Lease purchase terms shall be for 24 months from time of delivery and shall include early payoff option with no penalties.

Bidder must use S.A.&I. Form 120B Lease Purchase Agreement attached.

**MONTHLY PAYMENTS BASED ON 24 MONTHS
FINANCING WITH FULL PAYOUT**

\$_____

INTEREST RATE:

_____%

AFFIDAVIT FOR CONTRACTS AND PAYMENTS

[illegible]

THE UNDERSIGNED (ARCHITECT, CONTRACTOR, SUPPLIER OR ENGINEER), OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH SAYS THAT THIS INVOICE OR CLAIM IS TRUE AND CORRECT AFFIANT FURTHER STATES THAT THE (WORK, SERVICES OR MATERIALS) AS SHOWN BY THIS INVOICE OR CLAIM HAVE BEEN (COMPLETED OR SUPPLIED) IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE AFFIANT. AFFIANT FURTHER STATES THAT (S)HE HAS MADE NO PAYMENT DIRECTLY OR INDIRECTLY TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THE STATE OF OKLAHOMA, ANY COUNTY OR LOCAL SUBDIVISION OF THE STATE, OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT OF THE INVOICE OR PROCURE THE CONTRACT OR PURCHASE ORDER PURSUANT TO WHICH AN INVOICE IS REQUIRED.

BUSINESS NAME

By _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC (OR CLERK OR JUDGE)

NOTE: 62 OKL.ST.ANN. § 310.9 (B), AUTHORIZES COUNTIES EXECUTING MORE THAN ONE CONTRACT, EXCEEDING \$ 25,000.00 DURING THE FISCAL YEAR, WITH AN ARCHITECT, CONTRACTOR, ENGINEER OR SUPPLIER OF CONSTRUCTION MATERIALS TO ACCEPT ONE AFFIDAVIT APPLYING TO ALL WORK, SERVICES OR MATERIALS COMPLETED OR SUPPLIED UNDER THE TERMS OF AWARDED CONTRACTS, OR WHICH ARE NEEDED ON A CONTINUAL BASIS; SUCH AFFIDAVIT TO BE IN LIEU OF ALL INDIVIDUAL AFFIDAVITS FOR EACH INVOICE SUBMITTED IN RELATION TO SUCH CONTRACT.

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)
Custer County
PO Box 300
Arapaho, OK 73620

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

-

-

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

LEASE PURCHASE AGREEMENT FOR EQUIPMENT

This agreement is made on this ____ day of ____, 20__ by and between the Board of County Commissioners of Custer 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>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
-------------	--------------	--------------------	-----------------	-----------------	-------------------	-----------------------------

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 month, 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 it's 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 the purchase price of said equipment, plus interest from the effective date hereof to the date of purchase, less an amount equal to the sum of all lease payments made under the terms of this agreement. 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, it's 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 judgement 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 Custer County, State of Oklahoma.

Board of County Commissioners At
Custer County, Oklahoma

Chairman

FOR THE LESSOR: _____

Member

Member

ATTEST: _____
Karen Fry, County Clerk

SCHEDULE OF RENTAL PAYMENTS

Lease No. _____

This Schedule is executed by _____ ("Lessor") and Custer County ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of _____, 20____ ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: _____

PAYMENT
SCHEDULE: RATE:

_____%

Equipment Cost \$ _____ + Doc Fee \$200.00 = \$ _____

(Insert Payment Schedule here)

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessees then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term.

LESSEE: Custer County

LESSOR: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting _____, for **Custer County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated _____, **20** (the "Lease"), by and between the _____, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on _____, **20**, and the **th** of each **month** thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

5. Equipment Description:

DATED: _____, **20**

By: _____

(To be executed and delivered at the time of delivery of the Equipment)

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as _____, 20____ ("Lease") by _____ ("Lessor") and **Custer County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the _____. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

Company: _____ **ACCO**

Address: _____ **429 NE 50th Oklahoma City 73105**

Telephone: _____ **800-982-6212**

Contact: _____ **Dusty**

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person

\$500,000.00 per person

\$100,000.00 property damage liability

or

Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$ _____

Equipment Description: _____

Lessee: **Custer County**

By: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated _____, **20** by and between Lessor and Lessee. I am of the opinion

that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee: _____

By: _____

Title: _____

Date: _____

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 20__-20__.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$30,000,000.00 of obligations issued during calendar year 20__-20__ as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$30,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year **20__-20__** will not exceed \$30,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this ____ day of ____, **20__**.

Lessee: **Custer County**

By: _____

Title: _____

Attest: _____

Karen Fry, County Clerk

____(date)____

Custer County
PO Box 300
Arapaho, OK 73620

Re: Lease Purchase Agreement For Equipment dated _____, **20**____, between
_____, Lessor, and **Custer County**, Lessee.

Dear Board of County Commissioners:

Please be advised that _____ has assigned and transferred to _____, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

ACKNOWLEDGED:

By: _____

By: _____,

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this ____ day of _____, 20__ by and between _____ (herein "Assignor") and _____ (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

- 1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement for Equipment dated_____, 20__ and entered into by and between Assignor and the Board of County Commissioners of Custer County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.
- 2. Assignor represents, warrants and covenants to Assignee as follows:
 - (A) The Lease has been duly and validly executed by all parties thereto.
 - (B) No act of default in the Lease has occurred to date since the execution of this Assignment.
- 3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.
- 4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 5. It is the intention of the parties that this Agreement be governed by the laws of the state in which the Owner, as identified in Section G on the Schedule of the Lease, maintain its principal place of business.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: _____.

ASSIGNEE: _____

By: _____

By: _____

_____, 20__

Dear _____:

Please accept this letter as Custer County's authorization to assign the Lease Purchase Agreement between Custer County and _____ for the _____
_____ to _____. This authorization is in accordance with Section
XIII of the agreement.

Sincerely,

By: _____

Name: _____

Title: _____

ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

As outlined in HB NO. 2560 Paragraph 17

THIS AGREEMENT entered into on _____, 20__ by and between _____, as
"Lessor" and the Board of County Commissioners of Custer County, as "Lessee", which has been assigned to
_____.

RECITALS:

The Parties hereto have entered into an agreement(s) for the lease of certain motor vehicle(s) and equipment with various dates and contract numbers.

The Parties desire to enter into an agreement concerning their respective duties and liabilities as they relate to the operation of such vehicles and equipment.

NOW THEREFORE in consideration of lease agreement(s) and other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

Lessee assumes all risks and liability for all injuries or deaths of persons and damages to property, including but not limited to cargo, whether or not insured, however arising from or incident to the use, operation, or storage of any said vehicles leased under the lease agreement, whether such injury or death to persons be of agents or employees of the Lessee or of others. Lessee hereby holds Lessor and its successors or assigns harmless from and shall indemnify Lessor against all losses, damages, claims, penalties, and expenses including reasonable attorneys fees, however arising or incurred because of or incident to any vehicles or the real or alleged use, operation or storage thereof. Lessee assumes and shall bear all risks of loss to, theft or destruction, or damage to, any vehicles leased under the lease agreement.

This Agreement shall have no effect on the product warranties provided by the manufacturer. Lessor and its successors or assigns shall have no liability or responsibility in this area.

THE BOARD OF COUNTY COMMISSIONERS Custer County

BY: _____, Chairman
_____, Commissioner
_____, Commissioner
