



City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

Tuesday, November 4, 2025

Council Chambers
220 South 1st Street
Broken Arrow, OK

TIME: Immediately following the City Council Meeting which begins at 6:30 p.m.

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [25-48](#) Approval of the Broken Arrow Municipal Authority Meeting Minutes of October 21, 2025
- B. [25-1537](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for September 2025
- C. [25-1549](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of September 2025
- D. [25-1550](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of September 2025
- E. [25-1540](#) Approval of and authorization to execute Resolution No. 1718, a Resolution authorizing the City Manager to take all appropriate actions for the participation, release, and settlement of proposed Discover Class Action Settlement on behalf of the Broken Arrow Municipal Authority
- F. [25-1515](#) Approval of and authorization to execute Change Order #1 with Belt Construction, Inc for the County Line Trunk Sewer Phase 2A (2154520)
- G. [25-1516](#) Approval of and authorization to execute Change Order #1 with Cherokee Pride Construction, Inc for the Old Adams Creek Lift Station FEB Improvements (2154330)

H. [25-1534](#) Approval of and authorization to execute the purchase of one (1) new M2106 Freightliner single axle dump truck from Premier Truck Group of Tulsa, pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA) for the Utilities Department

I. [25-1546](#) Approval of and authorization to execute the purchase of one (1) New 2027 Western Star 49X Haul Truck from Premier Truck Group of Tulsa, pursuant to the Oklahoma Statewide Contract for the Utilities Department

J. [25-1533](#) Ratification of the Claims List Check Register Dated October 23, 2025

4. Consideration of Items Removed from Consent Agenda

5. Public Hearings, Appeals, Presentations, Recognitions, Awards-NONE

6. General Authority Business

A. [25-1565](#) Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Tri-Star Construction, LLC, a construction contract for the Houston Street Improvements from 23rd Street to Old Highway 51 (Project No. ST1926A/WL26040)

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session-NONE

10. Adjournment

NOTICE:

Please note that all items on this agenda may be approved, denied, amended, postponed, acknowledged, affirmed or tabled.

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

21 O.S. Section 280 provides the following:

- A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.
- B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.
- C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.
- D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, ____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 25-48, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-4-2025

Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of October 21, 2025

Background:

Minutes recorded for the Broken Arrow Municipal Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **October 21, 2025 Broken Arrow Municipal Authority Minutes**

Recommendation:

Approve the minutes of the October 21, 2025 Broken Arrow Municipal Authority Meeting.



City of Broken Arrow
Minutes
Broken Arrow Municipal Authority

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

Tuesday, October 21, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:27 p.m.

2. Roll Call

Present: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

3. Consideration of Consent Agenda

- A. 25-47** Approval of the Broken Arrow Municipal Authority Meeting Minutes of October 07, 2025
- B. 25-1468** Acknowledgment of submittal of the Regional Metropolitan Utility Authority (RMUA) Quarterly Report
- C. 25-1436** Approval of the increase to Tulsa Transfer and Recycling (TRT)'s processing fee of \$83.39 per ton plus Sustainable Environmental Adjustment (SEA) fee
- D. 25-1439** Approval of and authorization for purchase and installation of (15) HVAC Replacement units and (1) mini-split system for the City of Broken Arrow Operations Office Building, from Trane Company pursuant to the OMNIA Partners Purchasing Cooperative
- E. 25-1374** Award the most advantageous bid No. 26.110 to Consolidated Pipe and Supply and Fortiline Waterworks for the purchase of miscellaneous items for stock used by the Utilities Department, as listed on the bid
- F. 25-1497** Ratification for Bid No. 26.105 Waterline Materials 12" Waco to Florence on 9th Street awarded to Tulsa Winnwater
- G. 25-1473** Ratification of the Claims List Check Register Dated October 13, 2025

MOTION: A motion was made by Justin Green, seconded by Lisa Ford

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

4. Consideration of Items Removed from Consent Agenda - NONE

5. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon highlighted the scale and importance of the County Line Road sewer trunk replacement project. He urged council members and residents to drive by and see the work firsthand, noting the massive size of the new piping being installed to carry wastewater to the Lynn Lane Wastewater Treatment Plant.

City Manager Spurgeon said the project is progressing well and praised the contractor's performance, emphasizing how striking it is to see the infrastructure up close. He explained that the previous concrete pipes had deteriorated, and that the new material will provide much greater durability and long-term service for the city's sewer system. He added a lighthearted note, joking that he wouldn't ask Tim for comments since "he really loves sewer."

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at 8:28 p.m.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford

Move to Adjourn

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-1537, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-04-25

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for September 2025

Background:

September 2025 final report to Authority for Solid Waste and Recycling Key Performance Indicators

Cost: \$0

Funding Source: N/A

Requested By: Jerry Schuber, Sr., Solid Waste and Recycling Director

Approved By: City Manager's Office

Attachments: Solid Waste & Recycling Monthly Report - September 2025

Recommendation:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling report for September 2025

SOLID WASTE & RECYCLING MONTHLY REPORT
SEPTEMBER 2025

Average times for route completion are as follows – KPI <5:00pm

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Trash routes	5:19pm	5:26pm	5:08pm	5:23pm	5:41pm	6:10pm	5:48pm	6:44pm	5:33pm	4:44pm	5:02pm	4:49pm	5:30pm	5:30pm	4:30pm	
Recycle Routes	4:54pm	4:36pm	4:44pm	4:38pm	4:41pm	5:38pm	4:56pm	5:53pm	4:42pm	4:12pm	4:17pm	4:53pm	5:17pm	5:17pm	4:43pm	

Total Tons – KPI Increase Diversion tonnage to 25% of wastes generated

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Trash Tons	3411.03	2854.41	2644.94	2902.23	2928.42	3113.63	2964.74	2349.79	3092.31	3548.93	3576.01	3440.24	3856.81	3074.6	3159.91	
Recycle Tons	496.46	435.23	410.20	458.87	432.91	510.20	436.94	376.58	461.14	525.37	507.89	486.41	527.37	449.03	415.49	

Service Statistics - Routes

Missed Pickups - KPI Less than 50

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Total Missed	88	149	67	86	75	96	94	78	71	83	123	110	109	140	128	

Average Stops per Month – KPI Average of 800+

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Average	832	818	830	817	793	827	864	869	840	807	896	843	875	895	851	

Total Stops Serviced per Month – KPI 300k+ to include recycling

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Average	363781	319774	324406	356932	304616	342557	342346	229461	330449	348642	365808	358201	406949	342628	382929	

Service Statistics - Carts

Cart Issues – KPI Service customer need with 48 hours of calls

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Trash Cart Delivery	119	105	96	102	100	70	88	85	115	42	110	113	117	130	118	
Trash Cart Return	20	11	10	13	8	9	22	4	11	15	17	16	15	17	9	
Recycle Cart Delivery	119	101	77	98	82	77	65	75	110	48	98	106	95	111	85	
Recycle Cart Return	19	14	10	9	8	12	14	7	15	15	15	23	13	17	7	

Repairs – KPI reduce damage due to operator

Type	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Wheel	42	31	37	41	56	74	19	70	63	41	58	77	112	54	63	
Lids	2	2	3	5	4	5	5	4	5	2	2	7	4	5	7	
Axel	3	1	2	0	2	7	1	2	1	0	1	2	1	1	3	
Bar	18	5	12	6	4	5	7	0	0	0	3	27	2	3	2	

NEW PROGRAM – Free Dump Voucher

Type	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Voucher Supplied	80	75	76	106	99	65	41	32	103	137	119	126	113	114	111	
Voucher Used	70	74	75	86	91	60	42	28	85	100	123	97	107	88	96	



City of Broken Arrow

Request for Action

File #: 25-1549, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-04-2025

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of September 2025

Background:

In an effort to provide the Authority and the Public more information with respect to our community's water usage, the Utilities Department staff has prepared two reports: Total Water Supply Report and the Monthly Operational Report.

The Average Day usage through the end of September was 13.7 MGD. Total water treated at the plant up to the end of September was 411.5 million gallons (MG). Total water purchased from Tulsa for the month of September was 0.0 MG.

These reports will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of these Reports.

Cost: None

Funding Source: None

Requested By: Timothy S. Robins, PE, Utilities Department Director

Approved By: City Manager's Office

Attachments: Total Water Usage Report-September 2025
Monthly Operational Report-September 2025

Recommendation:

Acknowledge submittal of the September 2025 Monthly Water Supply Report

Total Water Usage - 2025

Day\Mon	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	8.5	9.0	9.9	10.2	10.2	11.7	12.2	14.3	12.3			
2	8.5	9.3	9.5	10.0	9.3	13.6	13.3	12.6	12.5			
3	9.2	9.5	9.7	9.8	9.9	12.0	13.0	13.7	12.8			
4	8.5	9.2	8.9	9.4	10.4	10.7	14.8	15.8	13.5			
5	8.3	8.6	9.8	9.0	10.8	11.8	13.2	16.1	12.9			
6	9.6	8.6	8.9	10.1	9.8	10.5	14.1	18.3	13.2			
7	10.1	9.3	9.1	11.0	9.5	10.2	15.6	17.4	13.5			
8	9.2	8.7	8.8	12.3	10.1	11.2	11.9	17.5	15.3			
9	9.3	9.1	9.3	11.7	10.0	12.0	12.4	17.0	14.5			
10	9.2	9.1	10.2	10.9	11.1	12.6	14.3	16.2	15.2			
11	10.2	8.4	9.7	11.4	11.1	11.7	15.5	17.2	14.6			
12	9.9	8.7	10.1	11.5	13.1	9.9	11.4	12.2	16.3			
13	10.6	9.2	11.0	13.0	12.9	11.0	11.3	15.6	15.1			
14	9.5	9.3	10.8	14.5	14.2	10.1	12.3	14.2	14.7			
15	9.4	8.9	10.9	12.0	14.1	10.1	13.1	17.2	15.8			
16	9.6	9.7	10.6	11.9	13.5	11.3	14.3	16.0	15.7			
17	9.1	9.7	11.9	12.0	13.1	10.4	15.4	16.6	15.4			
18	8.8	9.7	11.0	11.6	11.2	11.0	14.8	17.9	14.3			
19	9.6	10.7	10.6	10.0	11.5	11.5	15.1	16.5	13.6			
20	9.7	10.5	10.8	9.2	10.7	14.3	16.0	16.8	13.1			
21	9.9	10.9	11.9	10.5	11.9	12.8	17.6	18.3	12.0			
22	10.1	10.8	12.0	10.2	13.0	13.2	18.2	18.0	11.5			
23	10.2	11.3	12.7	10.6	12.7	15.7	18.6	17.2	11.6			
24	9.3	11.1	12.2	10.8	10.9	15.6	17.7	15.4	11.7			
25	9.5	10.0	12.4	10.8	9.8	18.6	18.3	14.2	11.7			
26	9.4	9.8	12.4	9.8	10.7	16.5	17.6	11.9	13.1			
27	10.0	9.9	12.2	9.2	10.9	16.1	17.6	13.5	13.4			
28	9.3	9.4	11.9	10.6	10.4	12.2	18.8	11.9	14.1			
29	9.0		10.4	9.1	11.3	12.8	18.6	12.2	14.2			
30	9.1		10.8	9.2	10.7	13.0	20.8	11.7	13.9			
31	8.7		11.2		12.2		19.2	11.5				
Mon. Total	291.3	268.4	331.6	322.3	351.0	374.1	477.0	474.9	411.5			
Plant Avg. Day	9.4	9.6	10.7	10.7	11.3	12.5	15.4	15.3	13.7			
Monthly Purchase	0.0	0.2	0.0	0.8	0.1	0.0	0.0					
Total Month	291.3	268.6	331.6	323.1	351.1	374.1	477.0	474.9	411.5			
Total Avg. Day	9.4	9.6	10.7	10.8	11.3	12.5	15.4	15.3	13.7			
Monthly to RWD4												

Verdigris Finished Water YTD (MG): 3,302.1

Plant Annual Max. Day (MGD): 20.8

Tulsa Purchase Water YTD (MG) ⁽¹⁾: 1.1

Plant Annual Avg. Day (MGD): 12.1

Total Finished Water (MG): 3,303.2

Plant Annual Min. Day (MGD): 8.3

Total System Annual Avg. Day (MGD): 12.1

Notes:

(1) Actual take is calculated from the billing records for the individual month.

City of Broken Arrow WTP Monthly Operational Report Summary
Water Treatment Plant PWSID# OK 1021508

Reporting Period: [September] [2025]



Operating Data Summary

Water Production (MG)

	Month	Average Day
Raw Water Treated	428.20	14.3
Finished Water	410.65	13.7

Monthly Chemical Usage (Non-Membrane Usage)

Chemical	Total lbs	lbs/Finished MG
Sodium Hypochlorite	29,530	1,027.3
Salt (for hypo generation)	88,589	3,081.8
Liquid Ammonium Sulfate	4,325	10.0
Sodium Permanganate	1,904	2.4
Aluminum Chlorohydrate	111,726	48.7
Sodium Hydroxide	8,581	8.0
Hydrofluosilicic Acid	1,297	1.7

Total Chlorine Residual:

	No. Samples
Total Chlorine Residual <2.0 mg/L Leaving Plant	0

Finished Water Turbidity:

	No. Samples	% of Total Samples
Greater than 0.5 NTU	0	0.00
Greater than 0.3 NTU	0	0.00
Greater than 0.1 NTU	0	0.00
Total No. of Turbidity Samples	180	
Highest Turbidity Reading	0.046	
No. Samples > 1 NTU	0	
No. Samples > 5 NTU	0	

Monthly Costs

	Total	\$/Finished MG	\$/1000 gal
Plant Electricity	\$164,376.67	\$400.28	\$0.4003
Total Chemical	\$127,498.06	\$310.48	\$0.3105
Total Labor	\$113,497.85	\$276.38	\$0.2764
Services	\$58,392.07	\$142.19	\$0.1422
Materials and Supplies	\$19,432.22	\$47.32	\$0.0473
Equipment Expenses	\$21,611.37	\$52.63	\$0.0526
Total	\$504,808.24	\$1,229.29	\$1.2293

Individual Membrane Unit Turbidity Checklist

1. IS TURBIDITY FROM EACH INDIVIDUAL MEMBRANE UNIT RECORDED EVERY 15 MINUTES?

YES/NO

2. DID ANY SINGLE MEMBRANE UNIT EXCEED 2.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?

YES
NO

No, Go to Question 3.

Yes, What date was the membrane profile completed?

DID THIS SAME MEMBRANE UNIT EXCEED 2.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST MONTH?

YES
NO

No, Go to Question 3.

Yes, Schedule Comprehensive Performance Evaluation (CPE) with DEQ.

3. DID ANY SINGLE MEMBRANE UNIT EXCEED 1.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?

NO

No, Go to Question 4.

Yes, What date was the filter profile completed?

DID THIS SAME MEMBRANE UNIT FILTER EXCEED 1.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST 2 MONTHS?

YES
NO

No, Go to Question 4.

Yes, What date was the membrane self-assessment completed?

4. DID ANY SINGLE MEMBRANE UNIT EXCEED 0.5 NTU IN 2 CONSECUTIVE 15-MIN PERIODS AT THE END OF 4 HRS OF OPERATION?

NO

No, You are finished with the checklist.

Yes, What date was the membrane profile completed?

* IF ANY OF QUESTIONS 2 THROUGH 4 ARE CHECKED "YES", YOU MUST
COMPLETE THE TURBIDITY TRIGGER EVALUATION FORM AND ATTACH TO THIS MOR.

I hereby certify the above to be correct to the best of my knowledge:

Notes: Fluoride feed restored on the 3rd.

Signed:

Lee Ann Fisher

10/3/2025

Date

Title:

Water Plant Manager

Operator Certificate No.

25369

Public Water System Name: COBA Water Treatment Plant
 PWS ID No.: OK 1021508

Month: September
 Year: 2025

Date	Water Production and Recycle Flows				
	Raw Water Pumped to Pre-Sed Basins (MG)	Raw Water Treated (MG)	Finished Water Delivered (MG)	Reverse Filtration Water Used (MG)	Lagoon Decant Water Pumped (MG)
1	20.50	12.40	12.30		
2	19.07	13.20	12.51		0.66
3	10.79	13.15	12.67		0.65
4	10.82	14.61	13.34		0.48
5	10.84	12.34	12.99		0.45
6	10.85	14.18	13.06		0.46
7	10.87	15.09	13.66		0.85
8	10.88	14.44	15.13		0.82
9	10.92	15.59	14.83		0.74
10	11.08	15.61	15.07		0.72
11	20.94	15.78	14.51		0.71
12	20.88	16.59	16.24		0.70
13	20.82	16.16	14.88		0.70
14	20.79	15.46	14.81		0.70
15	20.65	15.20	15.81		0.70
16	10.75	16.67	15.82		0.69
17	10.78	15.78	15.27		0.70
18	10.81	15.37	14.16		0.70
19	10.83	13.90	13.61		0.69
20	10.85	14.42	12.86		0.68
21	10.85	13.26	11.99		0.68
22	10.87	11.96	11.76		0.66
23	10.88	12.13	11.59		0.66
24	10.88	11.59	11.59		0.57
25	10.88	12.59	11.66		0.29
26	11.01	11.86	12.83		0.02
27	21.08	14.39	13.44		0.02
28	20.99	14.57	13.97		0.35
29	20.97	15.59	14.47		0.76
30	20.90	14.33	13.84		0.74
31					
TOTAL	434.02	428.20	410.65	0.00	17.54
AVG	14.47	14.27	13.69	#DIV/0!	0.60
MAX	21.08	16.67	16.24	0.00	0.85
MIN	10.75	11.59	11.59	0.00	0.02

Public Water System Name: COBA Water Treatment Plant
 PWS ID No.: OK 1021508

Month: September
 Year: 2025

TOTAL CHEMICAL COST:		\$127,498	
Cost Per MG Treated	\$297.76	Cost Per MG Delivered	\$310.48
Million Gallons Treated	428.20	Million Gallons Delivered	410.65

Non-Membrane System Chemical Usage

Date	Sodium Hypochlorite (Cl) NaClO		Liquid Ammonium Sulfate (LAS)		Sodium Permanganate (SP)		Aluminum Chlorohydrate (ACH)		Sodium Hydroxide (SH)		Hydrofluosilicic Acid (HFS)	
	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day
1	10,546	738.22	106.6	111.72	45.8	88.62	564	3151.52	73.5	191.56	0.0	0.00
2	13,943	976.04	130.8	137.10	43.5	84.20	638	3565.65	83.9	218.77	0.0	0.00
3	12,914	904.00	124.6	130.55	24.5	47.37	601	3357.44	79.9	208.32	10.0	18.29
4	14,472	1013.02	140.3	147.02	24.5	47.49	681	3807.01	89.9	234.37	26.1	47.56
5	13,410	938.68	129.2	135.40	24.6	47.59	624	3485.09	82.5	215.06	23.9	43.58
6	13,552	948.62	130.4	136.66	24.6	47.64	623	3483.63	83.1	216.50	24.1	43.86
7	14,096	986.75	142.3	149.08	24.6	47.69	693	3874.01	91.2	237.56	26.5	48.25
8	14,263	998.41	145.6	152.57	24.7	47.74	710	3969.02	94.0	244.89	27.3	49.75
9	14,792	1035.42	153.8	161.23	24.8	47.93	750	4193.50	57.5	149.99	28.9	52.70
10	14,335	1003.46	146.1	153.09	24.9	48.14	718	4011.03	95.0	247.51	27.6	50.32
11	14,432	1010.25	145.3	152.30	47.5	91.91	716	4001.66	94.5	246.37	27.5	50.06
12	16,164	1131.46	162.9	170.75	47.4	91.66	804	4491.65	105.7	275.53	30.8	56.13
13	14,881	1041.65	145.3	152.30	47.2	91.42	719	4015.57	94.5	246.28	27.5	50.06
14	15,730	1101.07	148.5	155.65	47.2	91.25	736	4115.23	96.4	251.17	28.0	51.06
15	16,497	1154.81	156.6	164.14	47.1	91.09	765	4273.42	100.7	262.32	29.3	53.39
16	17,013	1190.92	162.4	170.22	24.4	47.20	776	4333.62	103.0	268.33	30.0	54.64
17	16,973	1188.11	158.3	165.94	24.4	47.31	754	4213.15	100.3	261.38	29.2	53.26
18	14,748	1032.36	137.8	144.43	24.5	47.45	655	3662.63	87.5	228.12	25.4	46.35
19	15,413	1078.89	143.5	150.39	24.6	47.52	684	3820.16	166.8	434.82	26.5	48.27
20	13,670	956.90	127.9	134.05	24.6	47.62	611	3414.50	155.6	405.66	23.6	43.02
21	12,803	896.20	122.5	128.33	24.6	47.61	582	3251.06	135.2	352.28	22.6	41.19
22	12,075	845.26	116.7	122.28	24.7	47.70	554	3096.07	128.8	335.81	21.5	39.25
23	12,599	881.90	121.0	126.86	24.7	47.75	575	3211.62	133.7	348.53	22.4	40.72
24	11,785	824.92	114.8	120.35	24.7	47.76	542	3027.27	127.0	330.98	21.2	38.63
25	12,453	871.71	123.4	129.30	24.7	47.77	584	3262.49	136.3	355.27	22.8	41.50
26	13,031	912.16	128.2	134.37	24.7	47.84	608	3399.99	141.5	368.88	23.7	43.13
27	13,646	955.22	135.2	141.72	47.8	92.50	647	3617.67	150.3	391.64	25.1	45.78
28	13,905	973.34	143.3	150.21	47.6	92.16	695	3882.27	155.3	404.78	27.0	49.10
29	13,702	959.16	140.8	147.57	47.6	92.08	690	3852.96	124.1	323.34	26.6	48.51
30	14,012	980.83	142.6	149.40	47.4	91.75	695	3884.64	124.5	324.58	27.0	49.11
31												
TOTAL	421,853	29,530	4,127	4,325	984	1,904	19,995	111,726	3,292	8,581	712	1,297
AVG	14,062	984.32	138	144.17	33	63.46	666	3724.18	110	286.02	24	43.25
MAX	17,013	1190.92	163	170.75	48	92.50	804	4491.65	167	434.82	31	56.13
MIN	10,546	738.22	107	111.72	24	47.20	542	3027.27	58	149.99	0	0.00
COST	\$16,637.49		\$7,474.20		\$14,049.82		\$78,207.86		\$7,207.72		\$3,920.97	
\$/MG	\$38.85		\$17.46		\$32.81		\$182.64		\$16.83		\$9.16	

Public Water System Name: COBA Water Treatment Plant
PWS ID No.: OK 1021508

Month: September
Year: 2025

Date	pH (by Continuous Reading Analyzers)				Hardness and Alkalinity - Finished Water Grab Samples						
	Membrane Filtrate		Finished Water		Hardness (ppm)		Alkalinity (ppm as CaCO ₃)			CaCO ₃ Stability	
	Daily Max	Daily Min	Daily Max	Daily Min			Phenol	Phenol	Total	Total	
1			8.0	7.8	152.00	152.00	0.00	0.00	102.00	103.00	5.00
2	7.6	7.5	7.8	7.7	154.00	151.00	0.00	0.00	105.00	103.00	5.00
3	7.6	7.4	7.8	7.7	154.00	152.00	0.00	0.00	101.00	104.00	5.00
4	7.6	7.4	7.7	7.5	150.00	152.00	0.00	0.00	102.00	101.00	4.00
5	7.7	7.5	7.6	7.5	152.00	150.00	0.00	0.00	102.00	101.00	3.00
6	7.7	7.6	7.7	7.6	155.00	152.00	0.00	0.00	104.00	99.00	2.00
7	7.7	7.6	7.7	7.7	153.00	151.00	0.00	0.00	104.00	99.00	0.00
8	7.7	7.6	7.7	7.7	149.00	151.00	0.00	0.00	98.00	102.00	2.00
9	7.7	7.7	7.7	7.5	151.00	150.00	0.00	0.00	100.00	99.00	2.00
10	7.7	7.6	7.7	7.6	151.00	150.00	0.00	0.00	97.00	100.00	2.00
11	7.7	7.6	7.7	7.7	156.00	150.00	0.00	0.00	103.00	100.00	-2.00
12	7.6	7.5	7.7	7.6	153.00	150.00	0.00	0.00	101.00	100.00	1.00
13	7.6	7.5	7.6	7.5	156.00	148.00	0.00	0.00	101.00	101.00	-3.00
14	7.5	7.5	7.5	7.5	150.00	149.00	0.00	0.00	100.00	101.00	5.00
15	7.5	7.4	7.5	7.4	149.00	149.00	0.00	0.00	99.00	100.00	1.00
16	7.4	7.4	7.4	7.4	148.00	148.00	0.00	0.00	100.00	101.00	-2.00
17	7.5	7.4	7.4	7.4	154.00	149.00	0.00	0.00	102.00	100.00	4.00
18	7.5	7.4	7.4	7.4	148.00	148.00	0.00	0.00	101.00	102.00	10.00
19	7.5	7.4	7.8	7.4	150.00	146.00	0.00	0.00	104.00	104.00	4.00
20	7.6	7.4	7.8	7.7	145.00	148.00	0.00	0.00	105.00	104.00	2.00
21	7.6	7.6	7.9	7.8	148.00	150.00	0.00	0.00	107.00	105.00	0.00
22	7.6	7.6	7.9	7.8	148.00	148.00	0.00	0.00	104.00	105.00	3.00
23	7.7	7.5	7.9	7.8	149.00	151.00	0.00	0.00	104.00	106.00	3.00
24	7.6	7.6	7.9	7.8	145.00	150.00	0.00	0.00	106.00	106.00	3.00
25	7.7	7.6	7.9	7.9	144.00	147.00	0.00	0.00	106.00	109.00	3.00
26	7.7	7.6	8.0	7.9	146.00	148.00	0.00	0.00	108.00	107.00	8.00
27	7.7	7.6	8.0	7.9	143.00	149.00	0.00	0.00	107.00	107.00	6.00
28	7.7	7.6	8.0	7.9	150.00	146.00	0.00	0.00	109.00	107.00	3.00
29	7.7	7.6	7.9	7.7	146.00	146.00	0.00	0.00	107.00	107.00	5.00
30	7.7	7.6	7.9	7.7	141.00	143.00	0.00	0.00	107.00	107.00	2.00
31											
AVG					150	149	0	0	103	103	3
MAX	7.7	7.7	8.0	7.9	156	152	0	0	109	109	10
MIN	7.4	7.4	7.4	7.4	141	143	0	0	97	99	-3

Public Water System Name: COBA Water Treatment Plant
 PWS ID No.: OK 1021508

Month: September
 Year: 2025

Date	Turbidity (NTU) Continuous Reading Analyzers						Chlorine Residual (Total or Free as Noted, mg/L) Continuous Reading Analyzers					
	Finished Water (Highest Reading in 4-hour Period)						Finished Water Total Chlorine (Min. in 4 Hour Period)					
	12:00 AM	4:00 AM	8:00 AM	12:00 PM	4:00 PM	8:00 PM	12:00 AM	4:00 AM	8:00 AM	12:00 PM	4:00 PM	8:00 PM
1	0.03	0.04	0.03	0.03	0.04	0.03	3.90	4.00	3.90	3.90	4.00	4.10
2	0.02	0.02	0.02	0.02	0.02	0.02	3.95	3.99	4.02	3.99	3.95	3.95
3	0.02	0.02	0.02	0.03	0.02	0.02	3.96	3.94	3.93	3.93	3.93	3.95
4	0.02	0.02	0.02	0.02	0.02	0.02	3.92	3.97	4.02	4.02	3.98	3.95
5	0.02	0.02	0.02	0.02	0.02	0.02	3.98	3.88	3.79	3.80	3.87	3.91
6	0.02	0.02	0.02	0.02	0.02	0.02	3.94	4.01	4.03	4.04	4.01	4.00
7	0.02	0.02	0.02	0.02	0.02	0.02	3.93	3.94	3.98	4.02	4.00	3.95
8	0.02	0.03	0.02	0.02	0.02	0.02	3.95	3.93	3.84	3.89	3.91	3.93
9	0.02	0.02	0.02	0.02	0.02	0.02	3.75	3.95	3.98	3.98	3.95	3.89
10	0.02	0.02	0.02	0.02	0.02	0.02	3.94	3.80	3.79	3.78	3.83	3.90
11	0.02	0.02	0.02	0.02	0.02	0.02	3.88	3.93	3.95	3.94	3.92	3.91
12	0.02	0.02	0.02	0.02	0.02	0.02	3.91	3.83	3.83	3.90	3.90	3.96
13	0.02	0.02	0.02	0.02	0.02	0.02	3.87	3.87	3.84	3.79	3.81	3.84
14	0.02	0.02	0.02	0.02	0.02	0.02	3.86	3.88	3.89	3.88	3.85	3.88
15	0.02	0.02	0.02	0.02	0.02	0.02	3.89	3.85	3.82	3.80	3.80	3.87
16	0.02	0.02	0.02	0.02	0.02	0.02	3.92	3.90	3.93	3.92	3.92	3.81
17	0.02	0.02	0.02	0.02	0.02	0.03	3.91	3.91	3.89	3.88	3.87	3.90
18	0.02	0.02	0.02	0.02	0.02	0.02	3.76	3.93	3.90	3.86	3.82	3.75
19	0.02	0.02	0.02	0.02	0.02	0.02	3.96	3.74	3.76	3.79	3.84	3.89
20	0.02	0.02	0.02	0.02	0.02	0.02	3.96	3.97	3.92	3.91	3.92	3.90
21	0.02	0.02	0.02	0.02	0.02	0.02	3.94	3.99	4.01	3.98	3.95	3.94
22	0.02	0.02	0.02	0.02	0.02	0.02	3.91	3.92	3.90	3.89	3.88	3.88
23	0.02	0.02	0.02	0.02	0.03	0.02	3.94	3.90	3.93	3.91	3.91	3.91
24	0.02	0.02	0.02	0.02	0.02	0.02	3.96	3.92	3.90	3.92	3.93	3.96
25	0.02	0.02	0.02	0.02	0.03	0.02	3.96	3.97	3.98	3.95	3.95	3.93
26	0.02	0.02	0.02	0.02	0.02	0.02	4.03	3.93	3.89	3.88	3.90	4.00
27	0.02	0.02	0.02	0.02	0.03	0.02	3.95	4.06	4.05	4.06	4.06	4.01
28	0.05	0.02	0.02	0.02	0.02	0.02	3.91	3.89	2.71	3.89	3.92	3.93
29	0.02	0.02	0.02	0.02	0.02	0.02	3.93	3.85	3.82	3.82	3.86	3.93
30	0.02	0.02	0.02	0.02	0.02	0.02	3.92	3.87	3.82	3.81	3.85	3.89
31												
AVG	0.02	0.02	0.02	0.02	0.02	0.02	3.9	3.9	3.9	3.9	3.9	3.9
MAX	0.05	0.04	0.03	0.03	0.04	0.03	4.0	4.1	4.1	4.1	4.1	4.1
MIN	0.02	0.02	0.02	0.02	0.02	0.02	3.7	3.7	2.7	3.8	3.8	3.7

Finished Water Turbidity Summary and Statistics

No. of Samples	Percent of Total Samples
Turbidity Greater Than 0.5 NTU	0
Turbidity Greater Than 0.3 NTU	0
Turbidity Greater Than 0.1 NTU	0

Total Number of Turbidity Samples 180

PWSID 1021508

SYSTEM

COBA WTP

MONTH September

*Type of Material Applied

Hydrofluosilicic Acid

YEAR 2025

Date	Water Treated 1,000s of Gallons	APPLIED		RESIDUAL F, ppm (RAW)		RESIDUAL F, ppm (FINISHED WATER)	
		LBS/DAY	PPM of F	AM	PM	AM	PM
1	12,300	0	0.00	0.37	0.25	0.04	0.09
2	12,510	0	0.00	0.27	0.06	0.17	0.00
3	12,674	18	0.17	0.08	0.51	0.07	0.34
4	13,343	48	0.43	0.17	0.43	0.36	0.58
5	12,988	44	0.40	0.19	0.37	0.50	0.75
6	13,060	44	0.40	0.24	0.07	0.57	0.38
7	13,660	48	0.42	0.31	0.17	0.62	0.48
8	15,127	50	0.39	0.28	0.18	0.65	0.48
9	14,826	53	0.43	0.36	0.28	0.49	0.61
10	15,075	50	0.40	0.16	0.30	0.47	0.58
11	14,515	50	0.41	0.30	0.38	0.60	0.72
12	16,235	56	0.41	0.17	0.28	0.38	0.38
13	14,878	50	0.40	0.46	0.42	0.81	0.71
14	14,805	51	0.41	0.15	0.21	0.68	0.50
15	15,813	53	0.40	0.05	0.30	0.49	0.53
16	15,821	55	0.41	0.41	0.18	0.72	0.53
17	15,266	53	0.42	0.35	0.34	0.64	0.63
18	14,159	46	0.39	0.13	0.29	0.36	0.65
19	13,614	48	0.43	0.18	0.49	0.47	0.62
20	12,855	43	0.40	0.08	0.40	0.45	0.75
21	11,990	41	0.41	0.20	0.20	0.53	0.67
22	11,756	39	0.40	0.12	0.17	0.33	0.45
23	11,587	41	0.42	0.07	0.12	0.54	0.48
24	11,591	39	0.40	0.03	0.10	0.48	0.44
25	11,661	42	0.43	0.15	0.10	0.43	0.49
26	12,825	43	0.40	0.15	0.08	0.39	0.41
27	13,439	46	0.41	0.21	0.30	0.57	0.63
28	13,973	49	0.42	0.18	0.18	0.58	0.55
29	14,469	49	0.40	0.10	0.32	0.33	0.55
30	13,838	49	0.43	0.15	0.18	0.53	0.61
31							
Total	410,652	1,297					
Avg.	13,688	43	0.38	0.20	0.26	0.48	0.52

*Example: Sodium Fluoride, Sodium Fluorosilicate (Sodium Silicofluoride), and

Fluorosilicic Acid (Hydrofluosilicic Acid)

It is required that this report be received by the 10th of the following month.

SEND TO: OSDH-Dental Health Services AND

Dept of Environmental Quality

1000 N.E. Tenth Street

PO Box 1677

Oklahoma City, OK 73117-1299

Oklahoma City, OK 73101-1677

I hereby certify the above to be

correct to the best of my knowledge.

Signed

Lois Ann Fisher

Title: Water Plant Manager

City Broken Arrow

ODH Form No. 561 / DEQ Form 631-001

Notes: Fluoride feed restored on the 3rd.

Public Water System Name: COBA Water Treatment Plant
 PWS ID No.: OK 1021508

Month: September
 Year: 2025

Date	Distribution Total Chlorine mg/L A.M. Sample				Distribution Total Chlorine mg/L P.M. Sample			
	Time	Location	mg/L	Sampler	Time	Location	mg/L	Sampler
1	11:55	2909 E. Montpelier St.	3.70	R.M.	13:13	702 E. Mason Dr.	3.40	R.M.
2	09:26	4217 W. Toledo St.	3.20	M.L.	12:00	1116 W. Granger St.	3.20	M.L.
3	08:27	13725 S. 124th E. Ave.	2.80	M.L.	14:10	1825 S. Maple Ave.	3.20	M.L.
4	08:17	608 E. Pensacola St.	3.10	M.L.	12:11	1817 S. Willow Ave.	3.00	M.L.
5	08:32	106 S. 68th St.	3.50	M.L.	12:44	1514 E. Boston Ct.	3.40	M.L.
6	11:31	7900 E. Norman St.	3.90	S.B	12:10	3751 N. Aspen Ave	3.10	S.B
7	11:30	1304 E. Boise St.	3.70	T.R.	12:10	1116 W. Granger St.	3.20	T.R.
8	09:57	1200 E. Dover St.	3.50	M.L.	14:41	1607 W. Fulton Pl.	3.40	M.L.
9	08:53	5005 S. Lions Ave.	3.50	M.L.	12:38	1005 N. Willow Ave.	3.60	M.L.
10	09:43	7900 E. Norman St.	3.60	M.L.	12:50	4608 W. Eagle Pass St.	3.40	M.L.
11	08:36	12314 E. 126th Pl	3.10	M.L	12:37	1507 W. Vicksburg Pl	3.90	M.L.
12	09:30	800 N. Aspen Ave	3.10	M.L	13:08	915 E. Jacksonville St.	3.90	M.L.
13	08:35	6057 S. 353rd E. Ave	3.90	S.B	16:15	36500 E. 66th St. S.	3.80	S.B
14	11:47	7213 S. Dennis Blvd.	3.90	R.M.	13:40	702 E. Mason Dr.	3.80	R.M.
15	09:50	2909 E. Montpelier St.	3.00	M.L.	15:47	1101 S. 75th St.	3.50	M.L.
16	08:15	3706 S. Orange Cir.	2.50	M.L.	13:07	1116 W. Granger St.	3.00	M.L.
17	08:19	700 N. Willow Ave.	3.40	M.L.	12:40	629 S. 75th St.	3.40	M.L.
18	09:23	4117 S. Elm Ave.	2.70	M.S.	12:57	3201 N. 5th St.	3.70	A.R.
19	09:28	1421 E. San Diego St.	3.60	M.L	13:55	233 E. College St.	3.10	M.L.
20	08:41	36500 E. 66th St. S.	4.00	S.B	15:50	6057 S. 353rd E. Ave	3.60	S.B
21	11:48	1116 W. Granger St.	3.50	T.R.	12:31	2700 N. 7th St.	3.40	T.R.
22	08:44	2513 S. Dennis Blvd.	3.90	A.R.	12:41	13000 E. 68th St.	3.60	A.R.
23	08:43	8017 S. Peach Ave.	3.30	A.R.	12:17	3025 N. Aspen Ave.	3.40	A.R.
24	09:11	4214 W. Twin Oaks Pl.	3.30	A.R.	13:26	524 W. Iola St.	2.60	A.R.
25	8:53	7900 E. Norman St.	3.90	A.R.	13:30	2120 N. Yellowwood Ave.	3.80	A.R.
26	8:53	7900 E Norman St	3.90	AR	13:30	2120 N Yellowwood Ave	3.80	AR
27	11:56	3611 N Ironwood Pl.	3.60	ME	12:46	3621 S Elm St.	4.00	ME
28	11:55	36500 E 66th St. S.	4.10	R.M.	18:25	6057 S. 353rd E. Ave.	4.00	R.M.
29	09:37	800 E. Seattle St.	3.80	M.L.	13:12	7913 S. Elder Ave.	3.50	M.L.
30	08:15	3729 S. Elder Blvd.	3.60	M.L.	14:09	401 S. 64th St.	3.70	M.L.

Average 3.49

Min. 2.50

Max. 4.10

Average 3.48

Min. 2.60

Max. 4.00



City of Broken Arrow

Request for Action

File #: 25-1550, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-04-2025

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of September 2025

Background:

In an effort to provide the Authority and the Public more information with respect to our community's wastewater collection and treatment at the City's Lynn Lane Wastewater Treatment Plant, the Utilities Department staff is attaching a copy of the September 2025 Oklahoma Department of Environmental Quality (ODEQ) Discharge Monitoring Report (DMR) submitted to ODEQ on October 15, 2025.

Over the course of the month of September 2025, the total wastewater collected, treated and discharged was 171.391 million gallons (MG). The average daily effluent flow was 4.642 MG.

This report will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of the Report.

Cost: None

Funding Source: None

Requested By: Timothy S. Robins, PE, Utilities Department Director

Approved By: City Manager's Office

Attachments: September Discharge Monitoring Report
September Monthly Operational Report

Recommendation:

Acknowledge submittal of the September 2025 Monthly Discharge Monitoring Report

National Pollutant Discharge Elimination System (NPDES)
Oklahoma Department of Environmental Quality Discharge Monitoring Report (DMR)

PERMITTEE NAME: City of Broken Arrow
MAILING ADDRESS: P.O. Box 610
FACILITY: Broken Arrow, OK 74013
LOCATION: Broken Arrow WWT
NESESES11T17NR14EIM
Broken Arrow, OK 74013

PERMIT NUMBER: OK0040053
MONITORING POINT: 001A
COUNTY: Tulsa
Monitoring Period: 2025-09-01 To: 2025-09-30 **NO DISCHARGE FROM SITE:** ()

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type	
		Average	Maximum		Minimum	Average	Maximum					
BOD, 5-DAY (20 DEG. C)	Sample Measurement	105.35	*****	26 lbs/day	*****	2.74	3.96	19 mg/l	0	Five Per Week	COMP12	
PARAM CODE: 00310 Stage Code: 1 Effluent Gross	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average			Five Per Week	COMP12	
PH	Sample Measurement	*****	*****	6.5 Minimum	*****	*****	3.96	12 S.U.	0	Five Per Week	COMP12	
PARAM CODE: 00400 Stage Code: 1 Effluent Gross	Permit Requirement	*****	*****		6.5 Minimum	*****	9.0 Maximum			Daily	GRAB	
SOLIDS, TOTAL SUSPENDED	Sample Measurement	105.04	*****	26 lbs/day	*****	2.74	3.50	19 mg/l	0	Five Per Week	COMP12	
PARAM CODE: 00530 Stage Code: 1 Effluent Gross	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average			Five Per Week	COMP12	
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	Sample Measurement	4.642	8.515	03 MGD	*****	*****	*****		0	Daily	TOTALZ	
PARAM CODE: 50050 Stage Code: 1 Effluent Gross	Permit Requirement	Report Monthly Average	Report Maximum Daily		*****	*****	*****			Daily	TOTALZ	
E.COLI	Sample Measurement	*****	*****		*****	23.2	45.7	30 MPN/100mL	0	Twice Every Week	GRAB	
PARAM CODE: 51040 Stage Code: 1 Effluent Gross	Permit Requirement	*****	*****		*****	126 Geometric Mean	406 Maximum Daily			Twice Every Week	GRAB	
SOLIDS, TOTAL DISSOLVED-180 DEG.C	Sample Measurement	19914	*****	26 lbs/day	*****	491	491	19 mg/l	0	Monthly	COMP12	
PARAM CODE: 70300 Stage Code: 1 Effluent Gross	Permit Requirement	77929 Monthly Average	*****		*****	1168 Monthly Average	1168 Maximum Daily			Monthly	COMP12	
MERCURY, TOTAL (AS HG)	Sample Measurement	0.0020	*****	26 lbs/day	*****	< 0.05	< 0.05	28 ug/l	0	Monthly	COMP12	
PARAM CODE: 71900 Stage Code: 1 Effluent Gross	Permit Requirement	0.0635 Monthly Average	*****		*****	0.952 Monthly Average	1.9 Maximum Daily			Monthly	COMP12	
Name/Title of Principal Executive Officer Or Authorized Agent	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.						Signature of Principal Executive Officer Or Authorized Agent	Telephone No				
WRF Manager							David Handy	539-333-4564				

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

Page 1



MONTHLY OPERATIONAL REPORT
 City of Broken Arrow Lynn Lane Water Reclamation Facility
 September-25

		WEATHER			INFLUENT						EAST OXIDATION DITCH						WEST OXIDATION DITCH						SLUDGE WASTING						DIGESTER						FINAL EFFLUENT														NOTES	
Date	Day	°F	Rain	Cloud Conditions	Flow (MGD)	RAS (MGD)	°C	pH	Alk.	Sett. Solids	TSS (mg/L)	BOD (mg/L)	D.O. (mg/L)	30 Min. Settl.	SVI (ml/gm)	MLSS (mg/L)	Sl. Age (Days)	D.O. (mg/L)	30 Min. Settl.	SVI (ml/gm)	MLSS (mg/L)	Sl. Age (Days)	WAS (MGD)	WAS MLSS (mg/L)	CAKE (%)	LANDFILL (Tons)	LANDFILL (D.M. Tons)	THK EFFL MLVSS (mg/L)	BP FEED MLVSS (mg/L)	VECTOR ATT RED. (%)	°C	D.O. (mg/L)	TDS (mg/L)	TDS (lbs)	pH	Alk.	TSS (mg/L)	TSS (lbs)	BOD (mg/L)	BOD (lbs)	Hg (mg/L)	Hg (lbs.)	E.Coli	Cl2 Res	CL2 lbs/day	Effl. Flow (MGD)	Non-Potable (MGD)			
1	Mon	83	0.00	Cloudy	5.922	7.697	23	7.4	272	2	304	200	2.4	480	239	2,010	9	3.3	460	228	2,020	9	0.150	3,990				10,950	7,375	33	24	7.1	491	19,914	7.3	81	3.30	133.84	3.40	137.90	0.00005	0.0020				4.863	0.325	Electrical Usage : 59,296		
2	Tue	83	0.86	Cloudy	6.160	7.681	24	7.3	242	20	304	267	2.3	450	156	2,880	12	3.1	470	163	2,880	12	0.150	4,320	18	28.59	4.67				24	7.0		7.4	95	2.60	108.16	2.80	116.48			13.5			4.988	0.315	Labor : 84,498			
3	Wed	86	0.01	Clear	6.805	7.299	24	7.3	242	12	252	175	2.0	480	154	3,120	15	3.1	500	133	3,750	17	0.150	4,740	17	28.33	4.37	11,725	9,200	22	25	6.9		7.3	93	2.10	99.55	3.00	142.21			16.9			5.684	0.311	Natural Gas : 185			
4	Thu	84	0.00	Cloudy	6.357	7.492	24	7.3	235	18	312	245	2.4	500	173	2,890	12	3.3	460	154	2,990	12	0.150	2,740	18	30.88	5.04				24	6.4		7.3	93								5.067	0.317	Communications: 3,295					
5	Fri	74	0.02	Cloudy	6.143	7.589	24	7.4	247	14	256	224	2.3	510	180	2,840	14	3.3	500	159	3,150	16	0.150	4,300	18	1.66	0.27	12,700	9,175	28	24	6.9		7.3	84								5.097	0.310	Chemical, Laboratory 6,420					
6	Sat	79	0.00	Clear	5.715	7.438	23	7.4	278	10			3.4	500				4.3	470					0.150								23	7.6		7.3	76	3.60	144.15	3.40	136.14			4.801	0.323	Supplies & Services : 6,420					
7	Sun	81	0.00	Clear	5.571	7.358	23	7.3	278	10			3.4	460				4.1	450					0.150								24	7.4		7.2	70	3.70	136.42	2.60	95.86			4.421	0.311	Repairs, Maintenance, 69,761					
8	Mon	79	0.00	Clear	5.632	7.387	23	7.3	234	18	328	234	2.5	500	173	2,890	13	3.4	500	168	2,980	13	0.150	4,080	17	7.34	1.13	12,325	8,500	31	23	7.1		7.2	77	3.00	114.22	2.50	95.18			23.3			4.565	0.292	Services & Admin. : 8,083			
9	Tue	83	0.00	Clear	4.851	7.464	23	7.4	238	14	304	184	2.1	480	167	2,870	16	2.8	540	171	3,150	17	0.150	4,450	17	40.34	6.22				23	6.9		7.3	80	4.00	158.49	2.60	103.02			36.8			4.751	0.473	Sludge (Generation & Transportation) : 16,941			
10	Wed	85	0.00	Clear	5.679	7.468	23	7.4	235	10	264	200	2.0	510	163	3,120	17	2.9	500	155	3,220	17	0.150	4,640	17	5.91	0.91	12,050	8,800	27	24	6.8		7.3	86	3.80	152.12	2.80	112.09			4.800	0.338							
11	Thu	90	0.00	Clear	4.994	7.422	24	7.3	223	24	338	210	2.6	500	186	2,690	13	3.3	500	171	2,930	14	0.150	5,470	17	14.51	2.24				24	6.8		7.2	75	2.50	81.19	2.70	87.69			3.894	0.309	TOTAL COSTS : 240,395						
12	Fri	92	0.00	Clear	4.962	7.574	23	7.4	258	18	226	189	1.7	360	134	2,690	19	2.9	410	142	2,880	21	0.150	9,580								24	6.5		7.1	66						3.945	0.331	COSTS - 1,000 GAL. 1.73						
13	Sat	93	0.00	Clear	10.254	7.730	24	7.4	262	18			2.5	500				3.3	500				0.150								25	6.7		7.2	70						8.515	0.310	TREATED : 8,083							
14	Sun	91	0.00	Clear	5.411	7.936	24	7.4	265	20			2.5	520				3.2	510				0.150								24	6.7		7.2	69	7.70	298.61	10.50	407.20			4.650	0.322	Non-Potable Water Use Savings : 8,083						
15	Mon	93	0.00	Clear	5.626	7.777	24	7.4	262	24	336	240	1.0	550	174	3,170	13	1.7	590	182	3,240	14	0.150	4,390				12,875	8,675	33	25	6.7		7.2	83	2.00	83.07	2.00	83.07			45.7			4.980	0.313				
16	Tue	94	0.00	Clear	5.342	7.721	23	7.4	259	23	492	277	2.0	510	166	3,080	9	2.9	540	165	3,270	10	0.150	4,580	17	15.33	2.36				25	6.7		7.3	104	2.00	77.36	2.00	77.36			24.1			4.638	0.316				
17	Wed	93	0.00	Clear	5.580	7.608	24	7.4	257	23	358	253	2.1	560	167	3,350	13	2.9	580	170	3,420	14	0.150	5,050	17	1																								



City of Broken Arrow

Request for Action

File #: 25-1540, Version: 1

Broken Arrow Municipal Authority
Meeting of: November 4, 2025

Title:

Approval of and authorization to execute Resolution No. 1718, a Resolution authorizing the City Manager to take all appropriate actions for the participation, release, and settlement of proposed Discover Class Action Settlement on behalf of the Broken Arrow Municipal Authority

Background:

Discover Financial Services, DFS Services LLC, and Discover Bank (together “Discover”) have been sued in three related lawsuits in the United States District Court for the Northern District of Illinois. The lawsuits allege Discover misclassified certain Discover-issued consumer credit cards as commercial credit cards, resulting in merchants incurring excessive interchange fees. Although Discover contests the allegations, Discover has agreed to settle the lawsuits to avoid further litigation. The Broken Arrow Municipal Authority has received a Court-Approved Claim Forms identifying BAMA as an eligible Settlement Class Member. Resolution No. 1718 authorizes the City Manager, or his designee, to take all appropriate actions for participation, release, and settlement in the Discover Class Action Settlement on behalf of the Broken Arrow Municipal Authority.

Cost: N/A

Funding Source: N/A

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager’s Office

Attachments: Resolution No. 1718

Recommendation:

Approve and authorize the execution of Resolution No. 1718.

**RESOLUTION OF THE BROKEN ARROW MUNICIPAL AUTHORITY
RESOLUTION # 1718**

November 4, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO TAKE ALL APPROPRIATE ACTIONS FOR THE PARTICIPATION, RELEASE, AND SETTLEMENT OF PROPOSED DISCOVER CLASS ACTION SETTLEMENT ON BEHALF OF THE BROKEN ARROW MUNICIPAL AUTHORITY

WHEREAS, Discover Financial Services, DFS Services LLC, and Discover Bank (together “Discover”) have been sued in three related lawsuits in the United States District Court for the Northern District of Illinois, Case Nos. 1:23-cv-04676, 1:23-cv-15297, and 1:23-cv-14250; and

WHEREAS, the lawsuits allege Discover misclassified certain Discover-issued consumer credit cards as commercial credit cards, resulting in merchants incurring excessive interchange fees; and

WHEREAS, Discover has denied the allegations contained in the lawsuits; however, Discover has agreed to a settlement to avoid continued litigation; and

WHEREAS, if approved by the Court, Discover has agreed to pay between \$540 million and \$1.225 billion dollars to eligible Settlement Class Members who timely submit claims and do not exclude themselves; and

WHEREAS, the Broken Arrow Municipal Authority has received a Court-Approved Claim Form identifying the Broken Arrow Municipal Authority as an eligible Settlement Class Member; and

WHEREAS, the Broken Arrow Municipal Authority desires to recuperate incurred costs as a result of Discover’s misclassification of consumer credit cards.

THEREFORE, it was duly moved and seconded that the following resolution be adopted;

THEREFORE, BE IT RESOLVED that the Broken Arrow Municipal Authority hereby authorizes and empowers the City Manager, or his designee, and legal counsel to take all actions necessary for the participation, release, and settlement, processing, and any other requirement for the Broken Arrow Municipal Authority in any proposed settlements pertaining to Discover, including, but not limited to, the proposed settlements identified above, for the benefit of the Broken Arrow Municipal Authority;

The Broken Arrow Municipal Authority adopted the above Resolution on the 4th day of November, 2025.

BROKEN ARROW MUNICIPAL AUTHORITY:

Chairperson

Dated this _____ day of _____, 2025.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Broken Arrow

Request for Action

File #: 25-1515, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-04-2025

Title:

Approval of and authorization to execute Change Order #1 with Belt Construction, Inc for the County Line Trunk Sewer Phase 2A (2154520)

Background:

County Line Trunk Sewer Phase 2A project is to improve the trunk sewer line along County Line Road (23rd Street). This project replaces an old line and allows for better flows to the Waste Water Treatment Plant.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Shift 66" cast iron to the North 20 ft, add 10ft to the bore under New Orleans St and remove 10 ft from bore under County Line Rd.
- Add 4 ft Diameter Manhole and install 12" PVC sewer main
- Modify Fiberglass Manhole
- No change in contract time

The total cost for Change Order #1 amounts to \$50,000.00

The additional cost associated with these changes is as follows:

Previous Change Orders: \$0.00

This Change Order(s): \$50,000.00

Total Cost of Change Orders: \$50,000.00

Original Contract Amount: \$5,852,572.00

Revised Contract Amount: \$5,902,572.00

Percent Change in Contract: 0.85%

Applicable to Comp. Bid Act: 0.29%

Cost: \$50,000.00

Funding Source: OWRB Loan

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: COR_01- Conflict with Existing Utility MH at 144+11

Recommendation:

Approve and authorize the execution of Change Order #1 Belt Construction, Inc for the County Line Trunk Sewer Phase 2A (2154520).

**Public Contract
Application for
Contractual Changes
Contract Change Order # 01**

Project Name: County Line Trunk Sewer Ph 2A Project Number: 2154520
 PO Number: Loan # ORF-23-0167-CW Date of Application: Friday, September 26, 2025
 Contractor: Belt Construction, Inc Submitted By: Chris Burmeister (PM)

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- 1) Shift 66" Casing to North 20 ft, Add 10ft to Bore under New Orleans St and remove 10ft from bore under County Line Rd
- 2) Add 4ft Dia Manhole and install 12" PVC Sewer Main, Modify Fiberglass Manhole

Change in Contractual Project Time:

- 1) N/A
- 2)

Plan Sheets or Additional Documents Attached: Yes No Other: _____

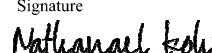
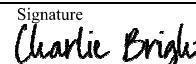
Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		12" Sanitary Sewer Pipe	LF	\$ 200.00	40	\$ 8,000.00
2		4ft Dia Precast Doghouse Manhole	EA	\$ 25,000.00	1	\$ 25,000.00
3		Modifications to FRP Manholes	LS	\$ 17,000.00	1	\$ 17,000.00
Total Change Cost:						\$ 50,000.00

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 5,852,572.00
Current Change Order:	\$ 50,000.00	Amended Contract Amount:	\$ 5,902,572.00
Total Cost of Change Orders:	\$ 50,000.00	Percent Change in Contract:	0.85%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.85%

Change Order Authorization

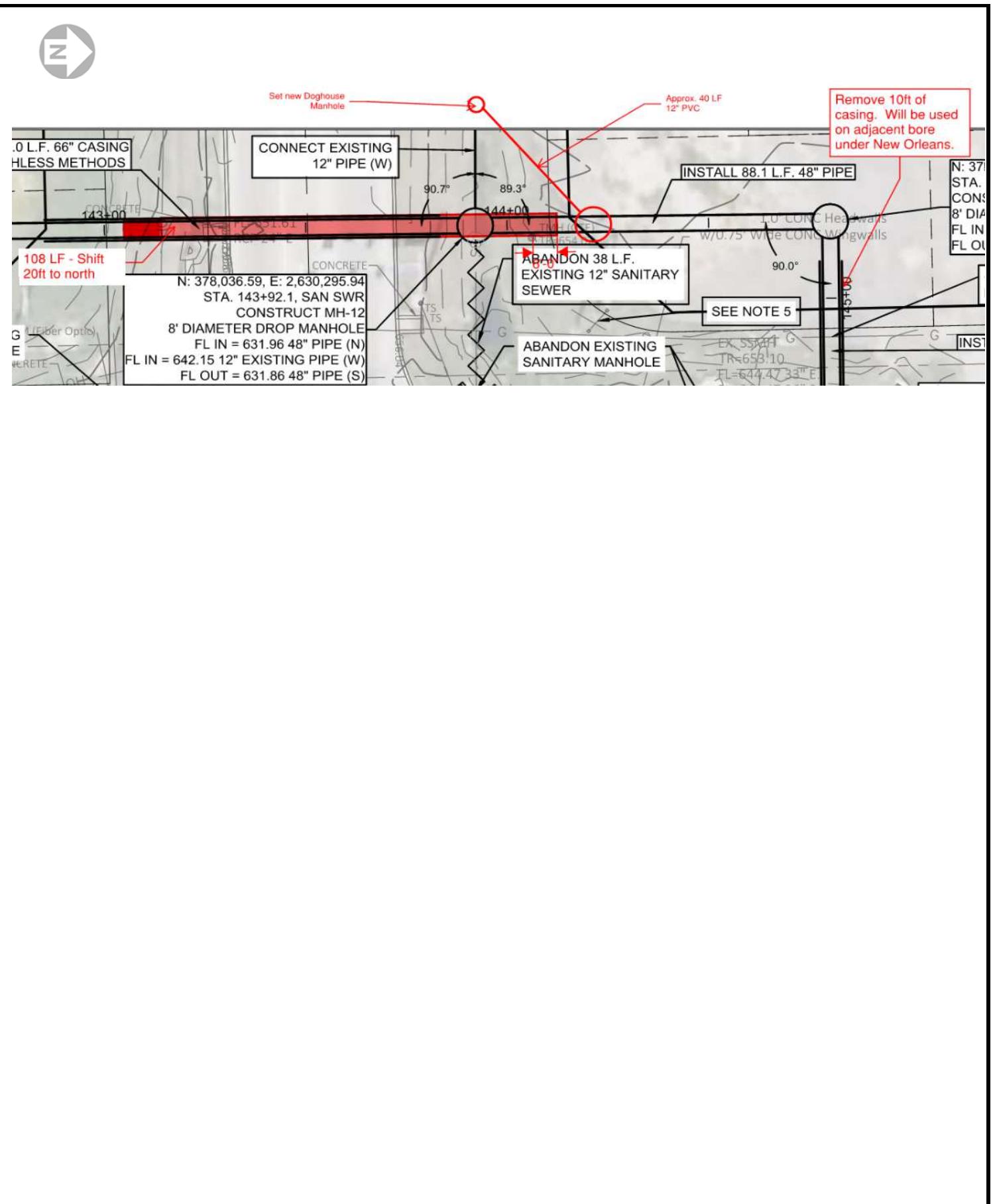
Change Order # <u>01</u> in the sum of: <u>\$ 50,000.00</u>	has been reviewed by all parties and is recommended for approval by:	
Contractor Submitting Change Order:	<u>Chris Burmeister</u> Name _____	 Signature _____ Date <u>9/26/2025</u>
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u> Name _____	 Signature _____ Date <u>9/26/2025</u>
Director of Engineering & Construction:	<u>Charlie Bright, PE</u> Name _____	 Signature _____ Date <u>10/15/2025</u>
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name _____	 Signature _____ Date <u>10/15/2025</u>
City Manager:	<u>Michael Spurgeon</u> Name _____	Signature _____ Date _____

This Change is Executed Through:

This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.
 or
 This change to the contract documents was approved at the City Council/BAMA meeting held on: _____

Council Agenda Number: _____

City Clerk: _____





P.O. Box 867
Texarkana, TX 75503
Office: 870-772-7216
Fax: 870-772-7233

PROPOSED CHANGE ORDER

PROJECT: County Line Trunk Sewer Ph 2

PCO 01

BAMA PROJECT NUMBER: 2154250

DATE: 9/26/2025

BELT PROJECT NUMBER: 2506

DAYS REQUESTED: 0

EQUIPMENT				
EQUIPMENT	UNITS	QTY	COST	AMOUNT
Komatsu D51			\$0.00	\$0.00
KOM HM300 - Off Road Haul Truck			\$0.00	\$0.00
Dynapac CA 260D			\$0.00	\$0.00
Water Truck			\$0.00	\$0.00
John Deere 333E			\$0.00	\$0.00
John Deere 50G			\$0.00	\$0.00
Komatsu PC138			\$0.00	\$0.00
Komatsu PC228			\$0.00	\$0.00
Komatsu PC360			\$0.00	\$0.00
Komatsu PC650LC			\$0.00	\$0.00
Komatsu PC900			\$0.00	\$0.00
Pickup Truck			\$0.00	\$0.00
Komatsu WA200PZ-6			\$0.00	\$0.00
Komatsu WA 380			\$0.00	\$0.00
Trench Box			\$0.00	\$0.00
SUB-TOTAL:				\$0.00

LABOR				
LABOR	HRS	OT HRS	COST	AMOUNT
General Superintendent			\$0.00	\$0.00
Pipe Superintendent			\$0.00	\$0.00
Foreman			\$0.00	\$0.00
Exc Operator			\$0.00	\$0.00
BF Operator			\$0.00	\$0.00
Operator			\$0.00	\$0.00
Loader Operator			\$0.00	\$0.00
Pipelayler			\$0.00	\$0.00
Pipelayler			\$0.00	\$0.00
勞工			\$0.00	\$0.00
勞工			\$0.00	\$0.00
Truck Driver / Op			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
SUB-TOTAL:				\$0.00

Labor Burden	37.50%	\$0.00
Small Tools 15% of Labor	15.00%	\$0.00
Safety Supplies 7.5% of Labor	7.50%	\$0.00
TOTAL COST OF LABOR		\$0.00
TOTAL COST OF EQUIPT. AND MAT'L'S		\$0.00
15% ON LABOR COSTS		\$0.00
0% ON EQUIP'T & MAT'L'S COSTS		\$0.00
SUBTOTAL		\$0.00
TOTAL SUBCONTRACTOR / OTHER		\$50,000.00
5% ON SUBCONTRACTOR		\$0.00
0% ON OTHER		\$0.00
BONDING AND INSURANCE	0.00%	\$0.00

TOTAL THIS WORKSHEET

\$50,000.00

SUBCONTRACTOR				
DESCRIPTION	UNITS	QTY	COST	AMOUNT
Modify Fiberglass Manhole	LS	1.00	\$17,000.00	\$17,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUB-TOTAL:				\$17,000.00

Note:
Reference RFI 01 - Conflict with Exist Utility Manhole at Sta 144+11

Reference Email with proposed solution from Chris Burmeister dated 9/23/25

Chris Burmeister - Belt Construction 9/26/2025

SUBMITTED-CONTRACTOR

DATE



CONSTRUCTION OF TEXAS, LLC

P.O. Box 867
Texarkana, TX 75504
Office: 870-772-7216
Fax: 870-772-7233

Request for Information

Project Name:	BAMA - County Line Trunk Sewer Line IIA		RFI No: 001
City Project No. 2154250	Date: 9/10/2025	BELT Project No.: 2506	
Subject: Existing Dry Utility Manhole over Pipe Alignment Sta 144+11			
Spec Section:	Sheet Drawing:	Detail: See attached Markup	
QUESTION:			

There is an existing concrete 4ft dia manhole over the proposed sewer alignment at Sta 144+11. The depth from rim to top of floor measured approx 11.50 Ft. The location of the existing manhole appears to be directly over the proposed 48" FRP sewer line and could also possibly conflict with the bore receiving pit. Please advise.

Proposed Solution:

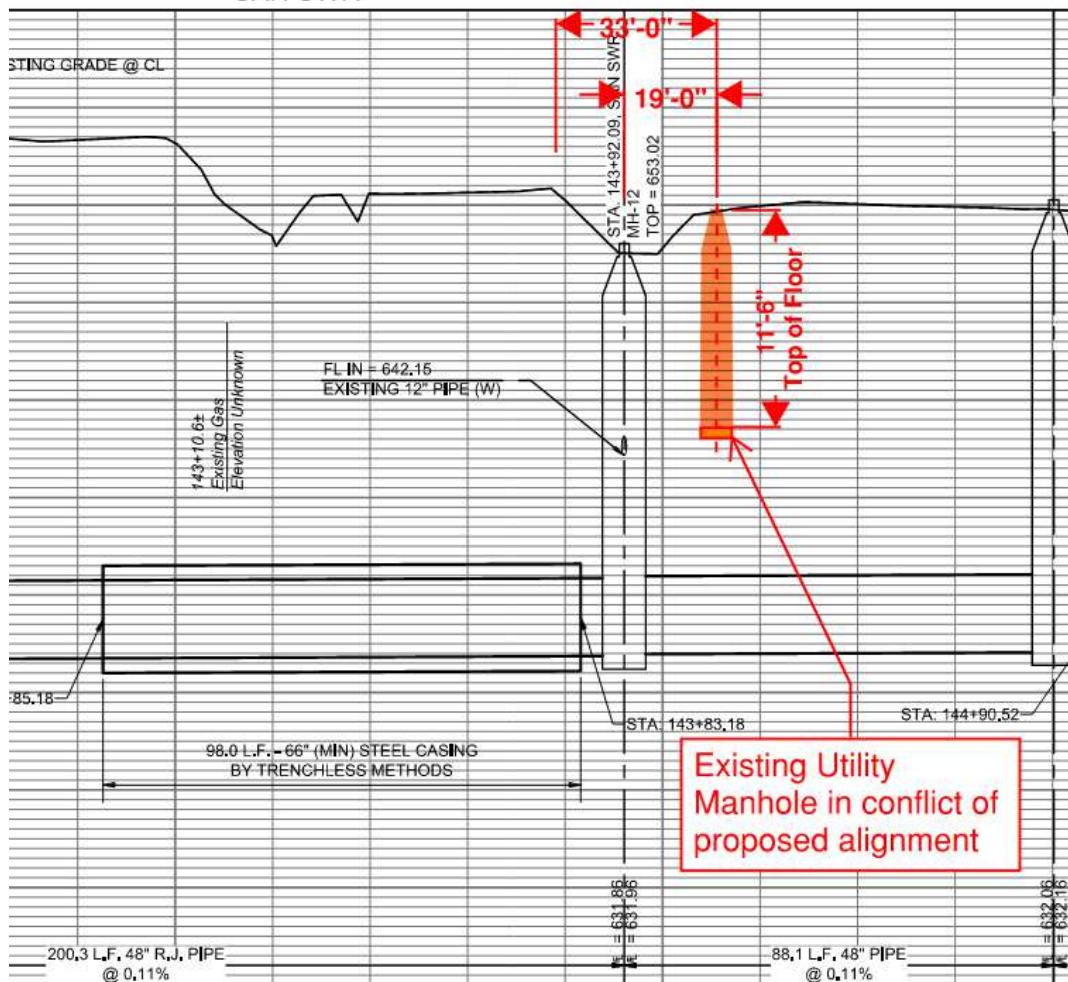
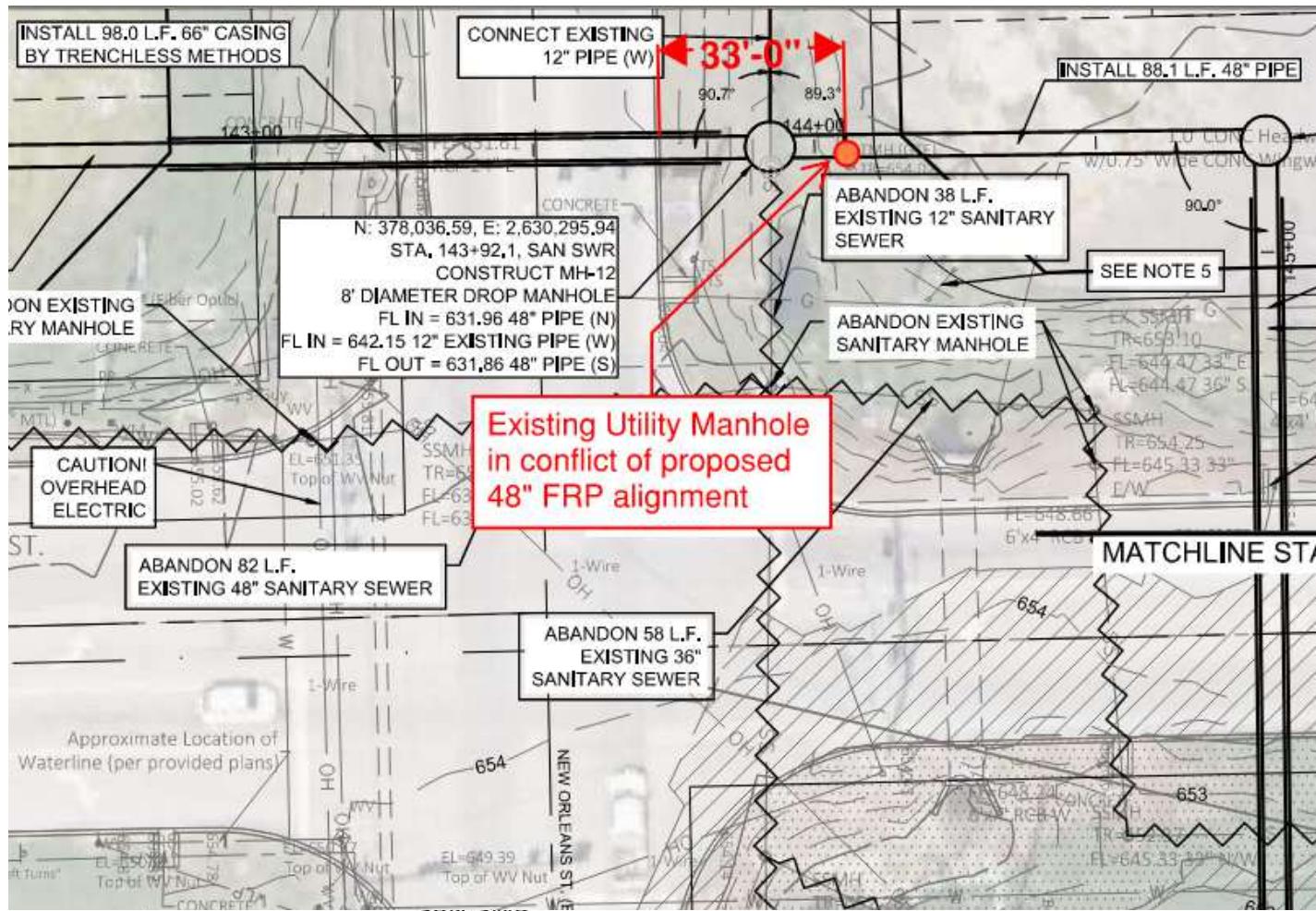
1. Extend the 66" casing 8ft past the existing utility manhole, shift MH-12 to the north and re-reroute the 12" sewer line.

Please Respond by This Date: At your earliest convenience

Submitted by: Chris Burmeister

RESPONSE:

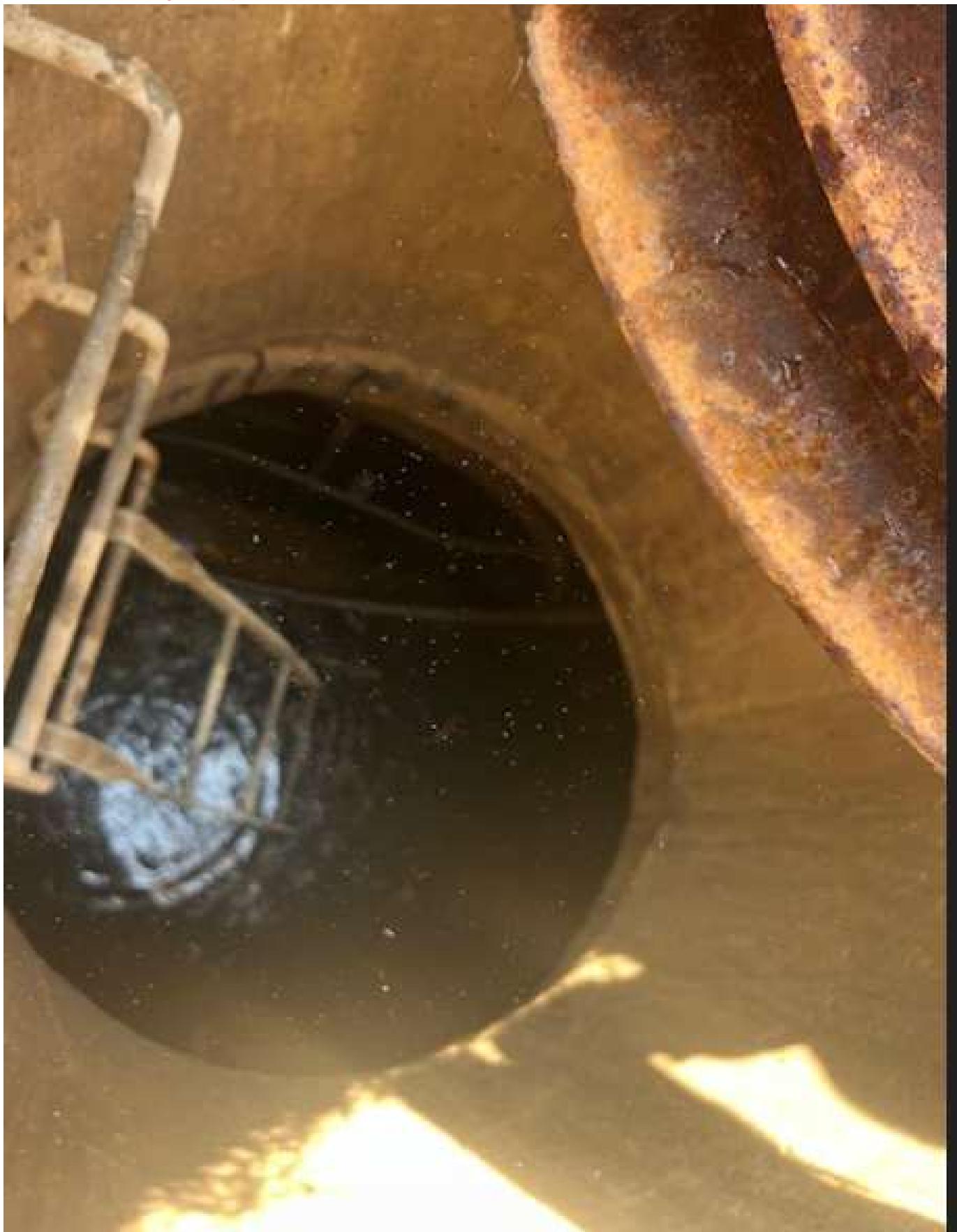
Received by:	Date:
Returned By:	Date:



At the northwest corner of New Orleans St and County Line Rd looking south from Sta 144+11.



Inside existing utility manhole at Sta 144+11





City of Broken Arrow

Request for Action

File #: 25-1516, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-04-2025

Title:

Approval of and authorization to execute Change Order #1 with Cherokee Pride Construction, Inc for the Old Adams Creek Lift Station FEB Improvements (2154330)

Background:

The Old Adams Lift Station FEB Improvements project is to revitalize the lift station off of Oneta and Kenosha. This project added a Flow Equalization Basin (FEB) to enhance the sanitary sewer abilities in the north east portion of the City of Broken Arrow.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- 205 days in added time. This is due to pump acquisition delays and heavy rain events during the concrete construction of the FEB. The additional days are also request for the time the City of Broken Arrow needed to use the FEB as a holding basin for a sanitary sewer pump around during a large emergency sewer trunk line the Utility division had to repair

The total cost for Change Order #1 amounts to \$0.00

The additional cost associated with these changes is as follows:

Previous Change Orders: \$0.00

This Change Order(s): \$0.00

Total Cost of Change Orders: \$0.00

Original Contract Amount: \$2,586,836.00

Revised Contract Amount: \$2,586,836.00

Percent Change in Contract: 0.0%

Applicable to Comp. Bid Act: 0.0%

Cost: \$0.00

Funding Source: OWRB Loan

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Old Adams Creek Change Order 1

Recommendation:

Approve and authorize execution of Change Order #1 with Cherokee Pride Construction, Inc for the Old Adams Creek Lift Station FEB Improvements (2154330).

**Public Contract
Application for
Contract Change Order #**

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Project Name: Old Adams Creek Lift Station-FEB Improvements Project Number: 2154330
 PO Number: 22401835 Date of Application: _____
 Contractor: Cherokee Pride Construction, Inc Submitted By: _____

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- 1) None
- 2) None

Change in Contractual Project Time:

- 1) 205 additional days requested due to pump acquisition delays and heavy rain events during the concrete construction of the FEB.
- 2) The additional days are also requested for the time the City of Broken Arrow needed to use the FEB as a holding basin for a sanitary sewer pump around during a large emergency sewer trunk line the Utility Division had to repair.

Plan Sheets or Additional Documents Attached: Yes No Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
N/A	N/A		N/A	\$	0	\$ -
					\$	-

Total Change Cost: \$ -

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 2,586,836.00
Current Change Order:	\$ -	Amended Contract Amount:	\$ -
Total Cost of Change Orders:	\$ -	Percent Change in Contract:	0.00%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # <u>0</u> in the sum of: \$ -	has been reviewed by all parties and is recommended for approval by:
<u>Martin E. York Jr.</u> Name	<u>John E. Fleg</u> Signature
<u>10/11/25</u> Date	
Construction Division Manager:	<u>Nathanael Kohl</u> Signature
<u>10/9/2025</u> Date	
Director of Engineering & Construction:	<u>Charlie Bright</u> Signature
<u>10/15/2025</u> Date	
Assistant City Manager - Operations:	<u>Kenneth D Schwab</u> Signature
<u>10/15/2025</u> Date	
City Manager:	<u>Michael Spurgeon</u> Signature

This Change is Executed Through:

This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.
 or
 This change to the contract documents was approved at the City Council/BAMA meeting held on: _____

Council Agenda Number: _____

City Clerk: _____



City of Broken Arrow

Request for Action

File #: 25-1534, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-04-2025

Title:

Approval of and authorization to execute the purchase of one (1) new M2106 Freightliner single axle dump truck from Premier Truck Group of Tulsa, pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA) for the Utilities Department

Background:

Funds were approved for the purchase of one (1) new single axle dump truck for the Water Distribution Division of the Utilities Department in the FY2026 Budget in the amount of \$150,000.00 and identified as project #265410. The distribution division will utilize this piece of equipment primarily for material transport during site excavation and restoration activities before and after repair operations to water infrastructure.

To maximize resources and achieve cost efficiencies, staff recommends procuring one (1) M2106 Freightliner single axle dump truck from Premier Truck Group of Tulsa through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #032824-DAI, City membership ID#67325. Utilizing this cooperative agreement ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Pricing of this dump truck includes a 5 year/150,000-mile service warranty and is reflected in the attached quote for the total amount of \$134,847.00. Staff has identified this as a responsible quote and, therefore, recommends purchase from the Sourcewell Contract.

Cost: \$134,847.00

Funding Source: 265410-2205400-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 2027_Freighliner_10ft_Dump_Truck_PA, Daimler Contract 032824

Recommendation:

Approve and authorize the execution of the purchase of one (1) new M2106 Freightliner single axle dump truck from Premier Truck Group of Tulsa, pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA) for the Utilities Department.



PREMIER TRUCK GROUP OF TULSA

5104 WEST 60TH STREET
TULSA OK 74107-8816

Purchase Agreement and Acknowledgement

Department: NEW
Contract Date: 10/10/2025
Deal Packet: DE-68130
Branch: 125
Salesperson: Mike Sartin

Bill To: 15644
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW OK 74012-3623
P:(918) 259-8367

Ship To:
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW, OK 74012-3623

Stock#:10DUMPTRKIN:TBD	New 2027 FREIGHTLINER M2106 PLUS INSTALL 10' DUMP BODY PER ATTACHED SPECIFICATIONS. WAG-0785YR EXTENDED TOWING/FIELD SERVICE COVERAGE \$750 CAP/OCCURRENCE WAX-091 5YR/150,000 AT3 CUMMINS AFTERTREATMENT WARRANTY COVERAGE WBB-2VR5YR/150K EXTENDED ULTIMATE TRUCK CHASSIS WARRANTY WAI-45D5YR/150K CUMMINS HD1 EXTENDED ENGINE WARRANTY	Price: \$95,871.00 \$33,366.00 \$920.00 \$860.00 \$1,830.00 \$1,590.00
		Per Unit: \$134,437.00
		Total Price \$134,437.00
	Temp Tag	\$10.00
	Documentary Fee	\$400.00
	Total \$134,847.00	
	Net Total \$134,847.00	

PRICED PER SOURCEWELL 032824-DAI

Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or government mandated requirements (see attached Terms and Conditions). License & Registration costs are not included.

Initials:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE

TITLE

DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE

TITLE

DATE

AUTHORIZED SIGNATURE

Purchase Agreement Terms and Conditions

1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges, incremental fees or other increases to the factory invoices (whether relating to commodities, government mandated requirements, raw materials, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle and Purchaser shall be responsible for paying any applicable surcharges, fees or other increases. As a result, Purchaser acknowledges that the total prices for vehicles not in stock are estimated.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of delivery of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of : (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.) DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship, except for components or body installations covered under separate warranties. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as described in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected if it fails to meet the specifications agreed between Participating Entity and Supplier. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the participating DTNA's authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to the participating DTNA's authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, DTNA's authorized dealer's performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and participating DTNA authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the participating DTNA authorized dealer, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the participating DTNA authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to participating DTNA authorized dealer in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- ;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

DTNA agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the DTNA is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the DTNA in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an claims basis and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all

deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

DTNA certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract DTNA declares bankruptcy, DTNA must immediately notify Sourcewell in writing.

DTNA certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. DTNA further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. DTNA certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. DTNA must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). DTNA must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or DTNA may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signed by:

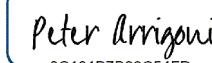
By: Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/28/2024 | 5:36 PM CDT

Daimler Trucks North America

Signed by:

By: Eugene Berg
Title: Director-Vocational Sales
Date: 8/19/2024 | 3:31 PM CDT

Daimler Trucks North America

Signed by:

By: Peter Arrigoni
Title: Vice President-Vocational Sales
Date: 8/27/2024 | 7:06 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Daimler Trucks North America
Does your company conduct business under any other name? If yes, please state: Freightliner LLC, Western Star Truck Sales Inc.
Address: 4555 N. Channel Avenue
Address: Portland , Oregon 97217
Contact: Eugene Berg
Email: eugene.berg@daimlertruck.com
Phone: 503-939-3033
HST#: 93-0790608

Submission Details

Created On: Wednesday February 14, 2024 18:28:59
Submitted On: Thursday March 28, 2024 09:56:59
Submitted By: Eugene Berg
Email: eugene.berg@daimlertruck.com
Transaction #: 351f998f-52bc-41d6-9e5b-c374ebf0eb65
Submitter's IP Address: 163.116.129.117

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daimler Truck North America LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UID: X4T2HM6GUXB1
5	Proposer Physical Address:	Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217
6	Proposer website address (or addresses):	Daimler Truck North America Daimler - https://northamerica.daimlertruck.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eugene Berg Director – Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Mitchem Vocational District Sales Manager Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 706-5211 Jamie.Mitchem@DaimlerTruck.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering.</p> <p>As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars.</p> <p>In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain.</p> <p>Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of CO₂-neutral transportation.</p> <p>In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles.</p> <p>Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks contained in attachment: <ol style="list-style-type: none"> 1. Purpose & Vision: <ol style="list-style-type: none"> a) Daimler Truck North America Daimler b) DTNA Purpose Video c) DTNA Vision Video

11	<p>What are your company's expectations in the event of an award?</p>	<p>Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as Daimler Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirable truck brands, Freightliner and Western Star have substantial experience and a leading position in the sale and service of municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program.</p> <p>If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy"
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies.</p> <p>We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" <ol style="list-style-type: none"> Daimler Truck Annual Report 2021 Daimler Truck Annual Report 2022 Daimler Truck Annual Report 2023 Capital Market Day 2023 Presentation (daimlertruck.com)
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market.</p> <p>Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows:</p> <ul style="list-style-type: none"> - Class 6/7: 30.7% - Total (30.7% - Freightliner) - Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star) <p>Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8.</p> <p>With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA - Upload Additional Document" • Attachments: "DTNA - North America Market Share"
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Class 6/7: 37.5% - Total (37.5% - Freightliner) Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star)</p> <p>These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8.</p> <p>With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt).</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" <ol style="list-style-type: none"> Daimler Truck Annual Report 2021 Daimler Truck Annual Report 2022 Daimler Truck Annual Report 2023 Capital Market Day 2023 Presentation (daimlertruck.com)
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada & US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs.</p> <p>b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations, Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns.</p>

17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> <p>Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environment within the communities and societies we engage with. Environmental conservation and the conscious use of energy resources stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainment of external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards.</p> <p>Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS)</p> <p>Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207.</p> <p>Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration</p> <p>The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205)</p> <p>The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95)</p> <p>Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics.</p> <p>Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA - WMBE-MBE-SBE or Related Certificates" • Attachments: <ul style="list-style-type: none"> 1) "Licenses - Certifications" 2) DTNA Certificate of Insurance
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group.</p> <p>In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction.</p> <p>In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2.</p> <p>In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year.</p> <p>In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year.</p> <p>In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year.</p> <p>In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology.</p> <p>In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: <p>2. Awards & Certifications Links:</p> <ol style="list-style-type: none"> a) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov) b) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management Department of Energy c) Makers & Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com) d) HDT 2022 Top 20 Products - Equipment - Trucking Info e) Daimler wants self-driving trucks on the roads in ten years (engadget.com) f) Daimler Trucks North America Recognized with Clean Air Technology Award Daimler
20	What percentage of your sales are to the governmental sector in the past three years	<p>Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada</p> <p>Share of DTNA Business: Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023) Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023)</p> <p>Market Share: - Class 6/7: 33.6% (US) - Class 8: 33.0% (US) - Class 6/7: 23.4% (CAN) - Class 8: 46.1% (CAN)</p> <p>DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Upload Additional Document" • Attachments: - "Government Sector Market Share.pdf"
21	What percentage of your sales are to the education sector in the past three years	<p>As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023.</p>
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold.</p> <p>What is the annual sales volume for each of these contracts over the past three years?</p>	<p>As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriffs Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales.</p> <p>Please reference additional information in response to Table 5, Question 25 for more detail.</p>
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.</p> <p>What is the annual sales volume for each of these contracts over the past three years?</p>	<p>DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy & Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contracts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Upload Additional Document" • Attachments: "GSA Contract Results 2023-2024"

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Dept of Water & Power	Tade Mirzakhanyan	818-771-3614
PB Loader	John Styer	559-277-7370
Altec	Breanna Kinman	913-231-6570
Viking Cives	Kevin Newson	801-204-4130

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA	Government	Other	Class 6-8 Trucks	100-250/year	Estimated \$15 - \$37 million
CT Dept. of Admin Serv	Government	Connecticut - CT	Class 6-8 Trucks	50-250/year	Estimated \$7 - \$37 million
State of Minnesota	Government	Minnesota - MN	Class 6-8 Trucks	50-250/year	Estimated \$7 - \$37 million
Texas Controller of Public Accts.	Government	Texas - TX	Class 6-8 Trucks	100-150/year	Estimated \$15 - \$23 million
Missouri DOT	Government	Missouri - MO	Class 6-8 Trucks	50-150/year	Estimated \$7 - \$23 million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America.</p> <p>The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members.</p>
27	Dealer network or other distribution methods.	<p>Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts & Service locations. The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts & Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Love's Truck Care and Speedco locations that are capable of light repairs.</p> <p>While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route.</p> <p>Members can locate their local, facing Freightliner and Western Star sales & service dealers via the "Find a Dealer" function on our website.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA - Upload Additional Document" • Attachments: "DTNA Dealer Directory" • Folder: "DTNA - Marketing Plan" • Attachments: "DTNA - Marketing Plan Website Links" • Hyperlinks: <ul style="list-style-type: none"> 1. Daimler Truck North America Daimler 2. Western Star - Sourcewell Sample Webpage 3. Freightliner - Sourcewell Sample Webpage

28	Service force.	<p>DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certified technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations.</p> <p>The DTNA service network in the United States & Canada includes, but is not limited to:</p> <ul style="list-style-type: none"> • 388 Freightliner & Western Star dual branded parts & service locations • 79 Freightliner standalone brand parts & service locations • 73 Western Star standalone brand parts & service locations • 134 Detroit distributor branches (Detroit & Allison transmission repairs) • Over 10,000 certified technicians nationwide <p>Freightliner ExpressPoint</p> <p>The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road.</p> <p>The ExpressPoint experience includes:</p> <ul style="list-style-type: none"> • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States <p>The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner & Western Star Dealers, and Detroit Distributors.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Service Point Links" • Hyperlinks: <ul style="list-style-type: none"> a) https://www.freightliner.com/service/ b) https://www.freightliner.com/service/expresspoint/ c) https://www.westernstartrucks.com/parts-and-service/
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All purchase negotiations will take place between an authorized DTNA dealer and the Sourcewell member. No orders will be accepted by DTNA on a direct sale basis.</p> <p>The process flow for a typical transaction would be as follows:</p> <ul style="list-style-type: none"> • Sourcewell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcewell website / web link. • Sourcewell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services. • During these consultations, the DTNA dealer will work with the Sourcewell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced. • Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcewell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood. • Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcewell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcewell member for consideration. • Sourcewell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions. • Upon acceptance of the proposal, the Sourcewell member issues a formal purchase order (PO) to the DTNA dealership. • DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcewell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project. • Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO. • Upon Sourcewell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM). • Dealer will submit their request for Sourcewell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcewell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount. • Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcewell rebate payment. <p>Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcewell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcewell program and will remit fees to Sourcewell, as committed and contractually bound. Periodic audits of Sourcewell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcewell participating Authorized Dealer.</p>

30	<p>Describe in detail the process and procedure of your customer service program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of customer service with every visit. Elite Support includes, but is not limited to:</p> <p>Express Assessment All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time.</p> <p>Maximizing Uptime The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network.</p> <p>Best-Trained Techs Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs.</p> <p>Continuous Improvement Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location.</p> <p>Robust Parts Network Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Accelerator, RimPro, and dealer managed inventory to secure the parts you need.</p> <p>Exceptional Amenities We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. <ul style="list-style-type: none"> • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Elite Support Links" • Hyperlinks: <ul style="list-style-type: none"> a) https://www.freightliner.com/service/elite-support/ b) https://www.westernstartrucks.com/parts-and-service/elite-support/
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With 587 Freightliner and Western Star dealerships (sales, parts & service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedo locations, DTNA has significant representation to support Sourcewell Members throughout the United States and Canada.
34	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.</p> <p>Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?</p>	While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	DTNA maintains a sales & service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Marketing Plan" • Attachments: <ul style="list-style-type: none"> • "DTNA - Marketing Plan Sample" • "DTNA - Marketing Plan Website Links" • "DTNA Product Video Links" • "Freightliner - M2106-M2112 Product Overview" • "Freightliner - M2 106 Brochure" • "Freightliner - Cascadia DC Brochure" • "Freightliner - 108SD-114SD Product Overview" • "Freightliner - eM2 - Spec Sheet" • "Freightliner - eCascadia - Spec Sheet" • "EconicSD Chassis Brochure" • "Western Star - 47X_49X Brochure" • "Detroit Assurance 5.0"
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and LinkedIn as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell.</p> <p>The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements.</p> <p>DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner.</p>
38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is.</p> <p>DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers.</p> <p>DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint.</p>
39	<p>Are your products or services available through an e-procurement ordering process?</p> <p>If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process.</p> <p>Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application.</p> <p>Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Excelerator Links" • Hyperlinks: <ul style="list-style-type: none"> 1. https://www.freightliner.com/parts/excelerator/ 2. https://www.westernstartrucks.com/parts-and-service/excelerator/

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper operation. The dealer is responsible for providing that same training to the end customer (as required) for successful operation. This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN.</p> <p>DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcewell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features.</p> <p>Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment.</p> <p>Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs.</p>
41	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Dependent upon the model specified. DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations.</p> <ul style="list-style-type: none"> • Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well. • Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume. • Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change. • Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on. • Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work. • Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system. • Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal. • Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster. • Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters. • The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events. • Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck. • Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest.

42	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are CO₂-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are available in North America. The company has received the awards noted in response to question 16 for the latter of these.</p> <p>In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem.</p> <p>As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024.</p> <p>While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge.</p> <p>The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: <ul style="list-style-type: none"> 3. ESG Efforts: <ul style="list-style-type: none"> a) Daimler Trucks North America Recognized with Clean Air Technology Award Daimler b) Electric Island: Providing the Pathway to Carbon-Free Trucking Black & Veatch (bv.com) c) Drive Greenlane Commercial vehicle charging network solutions d) Electric Vehicle Working Group - Joint Office of Energy and Transportation (driveelectric.gov)
43	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Sustainable production and a drive for CO₂-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing.</p> <p>In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve CO₂-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill.</p> <p>The company's global ambition is to offer exclusively CO₂-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: <ul style="list-style-type: none"> 3. ESG Efforts: <ul style="list-style-type: none"> e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management Department of Energy f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020 Daimler (daimlertruck.com) g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project California HVIP h) JETSI-aug31-2021.pdf (aqmd.gov)
44	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella.</p> <p>Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE: supporting the "Ride of Pride" trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>While there are several unique propositions that we can offer Sourcewell's participating entities (which we describe in detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what has allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehicles in North America. With every interaction, we partner with our customers to understand their specific needs and enable their success.</p> <p>That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails - these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver.</p> <p>Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on job sites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle.</p> <p>The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfillment, mean we keep our customers running with maximum vehicle uptime.</p> <p>It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>New Vehicle Limited Warranty: Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service.</p> <p>Truck Parts Limited Warranty: With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year.</p> <p>Detroit Powertrain Warranty: Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations.</p> <p>Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Warranty Information" • Attachments: <ul style="list-style-type: none"> • Freightliner 01 - Level Coverage • Freightliner 02 - Level II Coverage • Freightliner 03 - Level III Coverage • Freightliner 04 - Medium Truck Coverage • Freightliner 05 - SD Vocational Coverage • Freightliner 06 - eCascadia Coverage • Freightliner 07 - eM2 Coverage • Western Star 01 - On-Highway Coverage • Western Star 02 - Vocational Coverage • Western Star 03 - Severe Service Coverage • Western Star 04 - Off-Road Coverage • Vocational Trucks - Detroit Powertrain Coverage • On-Highway Trucks - Detroit Powertrain Coverage • "DTNA – Warranty Information Links" • Hyperlinks: <ul style="list-style-type: none"> 1. Warranty - Freightliner Trucks 2. Warranty - Western Star Trucks 3. Warranty - Detroit
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member.</p> <p>DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use.</p>

48	<p>Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?</p> <p>Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed.</p>
49	<p>Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?</p> <p>How will Sourcewell participating entities in these regions be provided service for warranty repair?</p> <p>Roadside Assistance Program DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you!</p> <p>DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada. If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you!</p> <p>For Roadside Assistance members, this program provides help in the following areas, but not limited to:</p> <ul style="list-style-type: none"> • Tire events • DOT related issues • Fuel assistance • Tow services <p>If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner & Western Star truck and can get you back up and running quickly.</p> <p>Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road.</p> <p>The experience includes:</p> <ul style="list-style-type: none"> • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" <ul style="list-style-type: none"> • Hyperlinks: <ul style="list-style-type: none"> 4. Roadside Assistance Program - Freightliner Trucks 5. Roadside Assistance Program - Western Star Trucks 6. ExpressPoint - Freightliner Trucks
50	<p>Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?</p> <p>DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer.</p>
51	<p>What are your proposed exchange and return programs and policies?</p> <p>Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level.</p>
52	<p>Describe any service contract options for the items included in your proposal.</p> <p>Prepaid Maintenance & Extended Warranty Plans: Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced & quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member.</p> <p>Extended Chassis Coverage: Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network. After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable.</p> <p>Extended Detroit Coverage: Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment. Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" <ul style="list-style-type: none"> • Hyperlinks: <ul style="list-style-type: none"> 7. Extended Coverage - Freightliner Trucks 8. Extended Coverage - Western Star 9. Extended Service Coverage - Detroit

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member, making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod & Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Balloon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry.</p> <p>Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal.</p> <p>Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products & services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA – Upload Additional Documents" • Attachments: <ul style="list-style-type: none"> • "DTFS - Lease Finance Overview" • "DTFS - Municipal Program Brochure"
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached.</p> <p>DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form".</p> <p>In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer.</p> <p>No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA - Standard Transaction Document Samples" • Attachments: <ul style="list-style-type: none"> • Freightliner Terms of Sale • Western Star Terms of Sale • Order Intake Process – Example • Order Tracking / Audit Document – Example • Sample Form – Sourcewell Concession
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder. Please refer to the following documents for additional information: <ul style="list-style-type: none"> • Folder: "DTNA - Pricing" • Attachments: <ul style="list-style-type: none"> 1. DTNA - Base Model MSRP Pricing - CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List Price) includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment. Please refer to the following documents for additional information: <ul style="list-style-type: none"> • Folder: "DTNA - Pricing" • Attachments: <ul style="list-style-type: none"> 1. DTNA - Base Model MSRP Pricing – CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
59	Describe any quantity or volume discounts or rebate programs that you offer.	DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles. Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat \$ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests. Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As Identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer. Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories. Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<ul style="list-style-type: none"> • Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning. • Current delivery timelines from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day. • DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs. • Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units. • Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelines as needed based on customer/location requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.</p> <p>This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</p> <p>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed.</p> <p>As part of the ordering process the dealer will identify the municipal entity & their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order.</p> <p>Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA - Standard Transaction Document Samples" • Attachments: <ul style="list-style-type: none"> 1. Freightliner Terms of Sale 2. Western Star Terms of Sale 3. DTNA Sample Form - Sourcewell Concession 4. DTNA - Order Intake Process 5. DTNA - Order Tracking - Audit Document
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program.
68	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.</p> <p>(See the RFP and template Contract for additional details.)</p>	DTNA will disburse \$800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, & 8 ICE AND BEV, through our extensive dealer network. The models include:</p> <p>FREIGHTLINER:</p> <ul style="list-style-type: none"> M2-106 Plus <ul style="list-style-type: none"> - Conventional Cab - CAB CONFIGURATIONS - Day Cab 106" BBC - Extended Cab 132" BBC - Crew Cab 154" BBC - GVW 18,000 – 66,000 lbs - ENGINE RANGE - Diesel Engine Offerings: Detroit: DD5 & DD8, Cummins: B6.7 & L9 - 200-360 HP - 520-1150 lb/ft - TRANSMISSION RANGE – Automatic or Manual - Allison 1000 / 2000 / 3000 series - Eaton Manual - TOP APPLICATIONS - Dump, Plow, P&D, Utility, Sweeper, Refuse, Tank <p>BEV - eM2-106 ELECTRIC</p> <ul style="list-style-type: none"> - Conventional Cab - Day Cab 106" BBC - GVW 26,000 – 33,000 lbs - ENGINE – BATTERY ELECTRIC - 225 hp (165 kW) – 250 or 300 hp (224 kW) - TOP APPLICATIONS - P&D, Utility, Sweeper, Refuse

- M2-112 Plus
 - Conventional Cab
 - CAB CONFIGURATIONS
 - Day Cab 112" BBC
 - Extended Cab 132" BBC
 - Crew Cab 160" BBC
 - GVW 30,000 – 80,000 lbs (as a truck)
 - ENGINE RANGE
 - 260-525HP
 - 730-1850 lb/ft
 - TRANSMISSION RANGE – Automatic, AMT or Manual
 - Detroit DT12
 - Eaton Manual
 - Allison 3000 / 4000 series
 - TOP APPLICATIONS
 - End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

- 108SD Plus
 - Conventional
 - CAB CONFIGURATIONS
 - Day Cab 112" BBC
 - Extended Cab 132" BBC
 - Crew Cab 160" BBC
 - GVW 26,000 – 69,000lbs (as a truck)
 - ENGINE RANGE 200-380 HP
 - 520-1250 lb/ft
 - Transmission Range – Automatic or Manual
 - Allison 3000 / 4000 series
 - Eaton Manual
 - TOP APPLICATIONS
 - Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

- 114SD Plus
 - Conventional
 - CAB CONFIGURATIONS
 - Day Cab 114" BBC
 - Extended Cab 140" BBC
 - Crew Cab 162" BBC
 - GVW 26,000 – 92,000 lbs
 - ENGINE RANGE 260-525 HP
 - 720-1850 lb/ft
 - TRANSMISSION RANGE - Automatic, AMT or Manual
 - Detroit DT12
 - Allison 3000 / 4000 series
 - Eaton Manual & Endurant AMT
 - TOP APPLICATIONS
 - Mixer, Dump, Plow, Refuse, Crane, Tank

- EconicSD
 - LCOE (Low Cab-Over Engine)
 - CAB CONFIGURATIONS
 - Hi and Lo Roof (Based on Front or Rear refuse application) 81" BBC
 - GVW 64,000 – 66,000 lbs
 - ENGINE RANGE 350 HP
 - 1050 lb/ft
 - TRANSMISSION RANGE Automatic
 - Allison 3000 series
 - APPLICATION
 - Refuse

- Cascadia
 - CAB CONFIGURATIONS
 - Day Cab 116" and 126" BBC
 - Sleeper – 48", 60" and, 72" Options
 - GCVW – up to 140,000+
 - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
 - 350-605 HP
 - 1450-2050 lb/ft
 - TRANSMISSION RANGE – Automatic, AMT or Manual
 - Detroit DT12-V & DT12-VX AMT
 - Allison 4000 series
 - Eaton Manual & Endurant AMT
 - TOP APPLICATIONS
 - Line-Haul, LTL, P&D, Bulk – Dry, Liquid

- BEV - eCascadia ELECTRIC
 - Conventional Cab
 - Day Cab 116" BBC
 - GCVW 65,000 – 82,000 lbs (tractor)
 - ENGINE – BATTERY ELECTRIC
 - 320 hp (296 kW) – 425 hp (350 kW)
 - TOP APPLICATIONS
 - Tractor Applications

- Western Star:
47X
 - CAB CONFIGURATIONS
 - Day Cab 111" BBC
 - Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof
 - GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
 - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD13, Cummins: L9 & X12
 - 260-525 HP
 - 860-1850 lb/ft
 - TRANSMISSION RANGE – Automatic, AMT or Manual
 - Detroit DT12-V AMT
 - Allison 3000 / 4000 series
 - Eaton Manual & Endurant AMT
 - TOP APPLICATIONS
 - Construction – Mixer, Dump, Crane, Water Tanker
 - Government – Snow Plow, Dump, Vacuum Truck
 - Tractor – Flat Bed, Agriculture, Belly Dump
 - Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
 - Bulk – Dry, Liquid

	<p>49X</p> <ul style="list-style-type: none"> - CAB CONFIGURATIONS - Day Cab 121" BBC - Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof, 60" Mid Roof, 72" - GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor) - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Construction –Dump Crane, Water Tanker - Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway - Heavy Haul – Equipment Hauler, Oversize, Specialty - Oil & Gas – Crane, Vacuum Truck - Bulk – Dry, Liquid <p>57X</p> <ul style="list-style-type: none"> - CAB CONFIGURATIONS - Day Cab 116" and 126" BBC - Sleeper – 48", 60" and, 72" Options - GCVW – up to 140,000+ - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Line-Haul, Bulk – Dry / Liquid
71	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> <p>DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell; and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide:</p> <ul style="list-style-type: none"> • cranes • bucket trucks / utility • vacuum trucks • street sweepers • dump trucks • snowplows • refuse • box trucks • tractors • PARTS – replacement / service parts • FINANCIAL SERVICES – Financing and Leasing <p>In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members.</p> <p>As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime.</p> <p>Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries.</p>
72	<p>Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.</p> <p>DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion.</p> <p>The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe.</p> <p>Additional Driver Safety Enhancements include:</p> <ul style="list-style-type: none"> • Improved insulation that muffles exterior noise and provides greater thermal efficiency. • Driver-centric dash with an easy-to-read driver information center. • Comfortable steering wheel with integrated controls. • An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation. • Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue. • Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor. • The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation. <p>Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests.</p> <p>The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance.</p>

73	<p>Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.</p> <p>Express WriteUp With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates because they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience.</p> <p>Service Tracker Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications.</p> <p>Uptime Pro Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs.</p> <p>Uptime Performance Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience.</p> <p>Virtual Technician Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> • Folder: "DTNA - Pricing" • Attachments: "DTNA – Serviceability & Remote Diagnostics" <ul style="list-style-type: none"> 1. Freightliner - Uptime Management Suite 2. Western Star - Uptime Management Suite 3. Detroit Connect - On-Highway 4. Detroit Connect - Vocational
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Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.
75	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2
78	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that serve these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves the Class 4 BEV Market
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves the Class 5 BEV Market
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves this market.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
- [Financial Strength and Stability](#) - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
- [Marketing Plan/Samples](#) - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
- [WMBE/MBE/SBE or Related Certificates](#) - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
- [Warranty Information](#) - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
- [Standard Transaction Document Samples](#) - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
- [Requested Exceptions](#) - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
- [Upload Additional Document](#) - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcingwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcingwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcingwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcingwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlst.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eugene Berg, Director - Vocational Sales, Daimler Truck North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	<input checked="" type="checkbox"/>	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	<input checked="" type="checkbox"/>	1



City of Broken Arrow

Request for Action

File #: 25-1546, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-04-2025

Title:

Approval of and authorization to execute the purchase of one (1) New 2027 Western Star 49X Haul Truck from Premier Truck Group of Tulsa, pursuant to the Oklahoma Statewide Contract for the Utilities Department

Background:

Unit 0602 is a Transport truck utilized by the Waste Water Treatment Plant to haul sludge. The age and condition of this unit have reached the end of a serviceable life-cycle. Repair costs and downtime for this unit have exceeded reasonable thresholds for this critical equipment, as such, the utilities department has repurposed funding from two (2) less critical projects and consolidated remaining funds from two (2) completed projects to fund the purchase of the replacement for unit 0602.

Funds from two (2) FY2026 projects have been consolidated along with budget transfers from remaining funds from two (2) additional completed FY2026 projects to cover the cost of this replacement unit.

- (1) 1 single cab pickup with flatbed for the Waste Water in the amount of \$105,000.00 and identified as project #2654350.
- (2) 1 trailer (to be utilized with flatbed) for the Waste Water Plant in the amount of \$35,000.00 and identified as project #2654370.
- (3) Budget transfer of remaining funds for Conveyer project in the amount of \$32,000.00 and identified as project #2654380
- (4) Budget transfer of remaining funds for the Finescreen project in the amount of \$13,000.00 and identified as project #2654360

To maximize resources and achieve cost efficiencies, staff recommends procuring one (1) New 2027 Western Star 49X Haul Truck from Premier Truck Group of Tulsa, pursuant to the Oklahoma Statewide Contract SW035T for the Utilities Department. Utilizing this cooperative agreement ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive

bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Pricing of this truck includes a 7 year/250,000-mile extended service warranty and is reflected in the attached quote for the total amount of \$181,194.00. Staff has identified this as a responsible quote and, therefore, recommends purchase from Premier Truck Group of Tulsa, pursuant to the Oklahoma Statewide Contract.

Cost: \$181,194.00

Funding Source: 2654530-2205410-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 2027_Western_Star_Specs_PA, 2027_Western_Star_Specs, SW0035T Fully Executed Premier contract , Budget Transfer

Recommendation:

Approve and authorize the execution of the purchase of one (1) New 2027 Western Star 49X Haul Truck from Premier Truck Group of Tulsa, pursuant to the Oklahoma Statewide Contract for the Utilities Department



PREMIER TRUCK GROUP OF TULSA
5104 WEST 60TH STREET
TULSA OK 74107-8816

Purchase Agreement and Acknowledgement

Department: NEW
Contract Date: 08/06/2025
Deal Packet: DE-66290
Branch: 125
Salesperson: Mike Sartin

Bill To: 15644
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW OK 74012-3623
P:(918) 259-8367

Ship To:
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW, OK 74012-3623

Stock#:49X	VIN:HAULTRUCK	New 2027 WESTERN STAR 49X	Price: \$156,784.00
	INSTALL MINIMIZER SINGLE HUMP POLY FENDERS OVER EACH WHEEL END		\$2,500.00
	INSTALL SINGLE LINE WET KIT TO OPERATE END DUMP TRAILER		\$6,500.00
	WAG-0437YR EXT TOWING/FIELD SERVICE COVERAGE \$1200CAP/OCCURRENCE		\$2,415.00
	WAI-8YB 7YR/250 MILE ULTIMATE EXTENDED ENGINE WARRANTY		\$6,635.00
	WBB-2407YR/250K ULTIMATE EXTENDED CHASSIS WARRANTY		\$5,950.00
		Per Unit:	\$180,784.00
		Total Price	\$180,784.00
		Temp Tag	\$10.00
		Documentary Fee	\$400.00
		Total	\$181,194.00
		Net Total	\$181,194.00

UNIT PRICE PER SW035T

Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or government mandated requirements (see attached Terms and Conditions). License & Registration costs are not included.

Initials:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE _____

TITLE _____

DATE _____

ACCEPTED BY _____

CO-SIGNER'S SIGNATURE _____

TITLE _____

DATE _____

AUTHORIZED SIGNATURE _____

Purchase Agreement Terms and Conditions

1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges, incremental fees or other increases to the factory invoices (whether relating to commodities, government mandated requirements, raw materials, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle and Purchaser shall be responsible for paying any applicable surcharges, fees or other increases. As a result, Purchaser acknowledges that the total prices for vehicles not in stock are estimated.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of delivery of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of : (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

Prepared for:
RYAN BAZE
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW, OK 74012
Phone: 918-613-3998

Prepared by:
Mike Sartin
PREMIER TRUCK GROUP OF
TULSA
5104 W. 60TH STREET
TULSA, OK 74107
Phone: 918-445-5300 ext 4061

A proposal for
CITY OF BROKEN ARROW

Prepared by
PREMIER TRUCK GROUP OF TULSA
Mike Sartin

Oct 09, 2025

Western Star 49X



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
 RYAN BAZE
 CITY OF BROKEN ARROW
 1700 W DETROIT ST
 BROKEN ARROW, OK 74012
 Phone: 918-613-3998

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 Mike Sartin
 PREMIER TRUCK GROUP OF
 TULSA
 5104 W. 60TH STREET
 TULSA, OK 74107
 Phone: 918-445-5300 ext 4061

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
47X/49X PRL-30X (EFF:MY27 ORDERS)		
Data Version		
SPECPRO21 DATA RELEASE VER 008		
Vehicle Configuration		
WESTERN STAR 49X	9,175	6,500
2027 MODEL YEAR SPECIFIED		
SET FORWARD AXLE - TRACTOR	-600	600
TRAILER TOWING PROVISION FORWARD OF FIFTH WHEEL		
LH PRIMARY STEERING LOCATION		
General Service		
TRACTOR/TRAILER CONFIGURATION		
DOMICILED, USA 50 STATES (EPA CLEAN IDLE LABEL OR NO CLEAN IDLE REQUIRED)		
EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
CONSTRUCTION SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DIRT/SAND/ROCK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
WESTERN STAR VOCATIONAL WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 14320.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		

Prepared for:
 RYAN BAZE
 CITY OF BROKEN ARROW
 1700 W DETROIT ST
 BROKEN ARROW, OK 74012
 Phone: 918-613-3998

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 TULSA
 5104 W. 60TH STREET
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Description	Weight Front	Weight Rear
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 54320.0 lbs		
EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service		
TRACTOR ONLY WITH NO BODY UPFIT		
Tractor Service		
DRY BULK TRAILER		
SINGLE (1) TRAILER		
Engine		
DETROIT DD15 GEN 5 HIGH POWER 14.8L 505 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM		
Electronic Parameters		
75 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT, WITH AUTO RESUME AFTER SHIFT		
FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED		
PTO MODE ENGINE RPM LIMIT - 1000 RPM		
PTO MODE PTO 1 & 2 THROTTLE OVERRIDE ENABLED		
PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
PTO MODE COOLING FAN ENABLE		
PTO MODE RPM INCREMENT - 50 RPM		
PTO GOVERNOR RAMP RATE - 50 RPM PER SECOND		
FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
ONE PTO SPEED VIA DASH SWITCH		
PTO SPEED 1 SETTING - 625 RPM		
ENGINE BRAKE WITH GLOBAL CRUISE CONTROL ENABLED		
PTO MINIMUM RPM - 625		
ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
MAINTENANCE SYSTEM WITH MENU AND POP- UPS IN INSTRUMENT CLUSTER		

Prepared for:
 RYAN BAZE
 CITY OF BROKEN ARROW
 1700 W DETROIT ST
 BROKEN ARROW, OK 74012
 Phone: 918-613-3998

Prepared by:
 Mike Sartin
 PREMIER TRUCK GROUP OF
 TULSA
 5104 W. 60TH STREET
 TULSA, OK 74107
 Phone: 918-445-5300 ext 4061

Description	Weight Front	Weight Rear
PTO 1, DASH SWITCH, STATIONARY OPERATION		
PTO 2, DASH SWITCH, ENGAGE BEFORE DRIVING		
PTO 2 MODE ENGINE RPM LIMIT - 1200 RPM		
Engine Equipment		
EPA 2010/GHG 2024 CONFIGURATION		
ALUMINUM OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER		
LN 12V 185 AMP BRUSHLESS 2333GH PAD	-10	
MOUNT ALTERNATOR WITH REMOTE BATTERY VOLT SENSE, LAMP TERMINAL AND HEX SHAFT		
(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	-10	
BATTERY BOX WITH ALUMINUM COVER	-25	
MOUNTED SHORT SIDE TO RAIL		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
POLISHED DIAMOND PLATE BATTERY BOX COVER WITH TETHER		
NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
JACOBS COMPRESSION BRAKE		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		

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Description	Weight Front	Weight Rear
11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
STANDARD CURVE BRIGHT UPPER STACK(S)		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23 GALLON DIESEL EXHAUST FLUID TANK	22	8
POLISHED ALUMINUM DIAMOND PLATE WST DIESEL EXHAUST FLUID TANK COVER	10	5
LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
PERFORATED SINGLE STAINLESS STEEL MUFFLER/TAILPIPE SHIELD WITH WESTERN STAR LOGO		
ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOSUS FAN DRIVE		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH ESOC AND WATER-IN-FUEL INDICATOR		
FULL FLOW OIL FILTER		
1400 SQUARE INCH VOCATIONAL RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
STANDARD CHARGE AIR COOLER PLUMBING		
HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
PHILLIPS-TEMRO 300 WATT/115 VOLT OIL PREHEATER	4	
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
NO AIR INTAKE WARMER	-10	
DELCO 12V MOD 3.175-39MT+ STARTER WITH ENGINE ECU SOFTWARE PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

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Description	Weight Front	Weight Rear
DT12-1650-OV VOCATIONAL 12-SPEED OVERDRIVE AUTOMATED MANUAL TRANSMISSION		
Transmission Equipment		
DT12 PERFORMANCE PKG: ECONOMY, PERFORMANCE AND OFFROAD, WITH ICU CONTROL MENUS, WITH KICKDOWN, PERSISTENT		
ROCK FREE AND PAVER MODES - DETROIT TRANSMISSION		
MAXIMUM OUTPUT SPEED FOR PTO ENGAGEMENT 50 RPM		
DT12 REAR PTO LOW SPEED RATIO		
NO AUX/ACC TRANSMISSION WIRING		
DETROIT HEAVY DUTY AUTOMATED MANUAL TRANSMISSION CLUTCH		
ALUMINUM CLUTCH HOUSING		
(2) PTO'S: CUSTOMER INSTALLED CHELSEA 489DA SERIES PTO AND CUSTOMER INSTALLED DT12 REAR MOUNTED PTO FOR CUSTOMER INSTALLED HYDRAULIC PUMP		
PTO MOUNTING, BOTTOM AND RH REAR FOR A REAR MOUNTED PTO DETROIT & EATON FULLER TRANSMISSION	15	
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
AIR TO OIL TRANSMISSION COOLER	15	
SYNTHETIC TRANSMISSION LUBE		

Front Axle and Equipment

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE
 CONMET PRESET PLUS PREMIUM IRON FRONT
 HUBS
 MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT
 BRAKES, DOUBLE ANCHOR, FABRICATED
 SHOES
 2011/2013-FMVSS 121 RSD FRONT BRAKE
 LINING
 CONMET CAST IRON FRONT BRAKE DRUMS
 FRONT BRAKE DUST SHIELDS
 FRONT OIL SEALS

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Description	Weight Front	Weight Rear
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
HALDEX AUTOMATIC FRONT SLACK ADJUSTERS W/ SINGLE PIN CLEVIS		
SINGLE HIGH CAPACITY POWER STEERING GEAR, BENDIX, 14.6-18K	-18	
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		
14,600# TAPERLEAF FRONT SUSPENSION	90	
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
MERITOR MT-40-14XP 40,000# R-SERIES	-30	
TANDEM REAR AXLE WITH PUMP		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS	60	
3.25 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING	40	
RPL25SD MERITOR MAIN DRIVELINE	-40	-40
RPL20 MERITOR INTERAXLE DRIVELINE		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES	30	
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE		
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
2011/2013-FMVSS 121 RSD REAR BRAKE LININGS		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
CONMET CAST IRON REAR BRAKE DRUMS		

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Description	Weight Front	Weight Rear
REAR BRAKE DUST SHIELDS		5
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		

Rear Suspension

AIRLINER 46,000# REAR SUSPENSION	330
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)	
RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP	
51 INCH AXLE SPACING	
IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE	
REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT	
SINGLE AIR REAR SUSPENSION LEVELING VALVE	
TRANSVERSE CONTROL RODS	
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)	20

Pusher / Tag Equipment

NO PUSHER/TAG BRAKE DUST SHIELDS

Brake System

WABCO 4S/4M ABS WITH HILL START AID AND TRACTION CONTROL WITH ATC SHUT OFF SWITCH
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
RELAY VALVE WITH 3-4.5 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
WABCO OIL COALESCING FILTER FOR AIR DRYER
AIR DRYER FRAME MOUNTED

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Description	Weight Front	Weight Rear
STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
PULL CABLES ON ALL AIR RESERVOIR(S)		
QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT	2	
Trailer Connections		
20 FOOT STRAIGHT TRAILER AIR HOSE	12	
40 INCH CHROME POGOSTICK WITH U-BOLT HOLDER MOUNTED ON DECK PLATE	2	
(1) ADDITIONAL SWITCH FOR ELEC/AIR SOLENOID W/STATE RETENTION PLUMBED TO END OF FRAME		
COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER MOUNTED LH BACK OF CAB WITH GROUND ACCESS		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED BACK OF CAB/BACK OF SLEEPER		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
2-WAY HD 90 AMP MOLDED PLASTIC RECEPTACLE WIRED HOT, MTD LH ON BOC		
PAINTED STRADDLE BRACKET LOCATED 24" BACK OF CAB/BACK OF SLEEPER		
15' DETACHABLE COILED HEAVY DUTY CABLE, DUAL POLE TRACTOR AND TRAILER	12	
20 FOOT DETACHABLE COILED PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR WITH 48 INCH TRACTOR, 12 INCH TRAILER LEADS	10	
Wheelbase & Frame		
4840MM (191 INCH) WHEELBASE, SFA ONLY		
13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	200	380
1475MM (58 INCH) REAR FRAME OVERHANG FRAME OVERHANG RANGE: 51 INCH TO 60 INCH	-20	30
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 99.21 in		
CALC'D FRAME LENGTH - OVERALL : 278.32 in FRAME HEIGHT TOP FRONT UNLADEN : 42.27 in FRAME HEIGHT TOP FRONT LADEN : 40.42 in		

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Description	Weight Front	Weight Rear
FRAME HEIGHT TOP REAR UNLADEN : 42.26 in		
FRAME HEIGHT TOP REAR LADEN : 40.95 in		
FLANGE TAPERED END OF FRAME, GRIND AND POLISH WELDS		
STANDARD WEIGHT ENGINE CROSSMEMBER		
HEAVY DUTY BACK OF TRANSMISSION CROSSMEMBER	10	
STANDARD CAST ALUMINUM MIDSHIP		
HEAVY DUTY REAR CROSSMEMBER	70	
HEAVY DUTY SUSPENSION CROSSMEMBER	30	
CAST ALUMINUM REAR SUSPENSION CROSSMEMBER		

Chassis Equipment

POLISHED ALUMINUM DIAMOND PLATE WST EQUIPMENT COVERS		
LH BACK OF CAB ACCESS, GRAB HANDLES WITH SINGLE RUBBER INSERT		
56 INCH (1400MM) DECK PLATE FLUSH MOUNTED BETWEEN RAILS	6	6
BRIGHT STEEL 1/8 INCH VOCATIONAL BUMPER		
FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
REMOVABLE PROUD CENTERED FRONT TOW PIN	50	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
BETTS B-23 PAINTED COILED MUDFLAP BRACKETS		25
CLASS 10.9 THREADED METRIC FASTENERS		
EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		

Fifth Wheel

HOLLAND FW35N 18 INCH NO TILT AIR SLIDE	30	550
FIFTH WHEEL 152MM (06.0 INCHES) AHEAD OF SUSPENSION CENTERLINE		
224MM (8.81 INCH) FIFTH WHEEL HEIGHT		5
STEEL OUTBOARD ANGLE - FIFTH WHEEL MOUNTING		
DASH MOUNTED CONTROL AND PLUMBING FOR FIFTH WHEEL		
LH FIFTH WHEEL RELEASE		

Fuel Tanks

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Description	Weight Front	Weight Rear
100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	-15	-10
60 GALLON ALUMINUM HYDRAULIC RESERVOIR, RH WITH 1-1/4 INCH NPT, INBOARD BELOW RAIL FTGS, WITH FLUID LEVEL GAUGE	60	55
25 INCH DIAMETER FUEL TANK(S) PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD SINGLE HYDRAULIC TANK FRAME MOUNTED RH SIDE BACK OF CAB		
POLISHED STEP FINISH		
CHROME FUEL TANK CAP(S)		
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires		
CONTINENTAL HSR3 11R24.5 16 PLY RADIAL FRONT TIRES	60	
CONTINENTAL INTELLIGENT HDC3 11R22.5 16 PLY RADIAL REAR TIRES		192
Wheels		
ALCOA ULTRA ONE 98U63X 24.5X8.25 10-HUB PILOT 5.77 INSET ALUMINUM DISC FRONT WHEELS	-38	
ALCOA 88167X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
Cab Exterior		
121 INCH BBC ALUMINUM CONVENTIONAL CAB STAINLESS STEEL CAB ACCENT MOLDING FRONT FENDERS		
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES		
BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS		

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Description	Weight Front	Weight Rear
X-SERIES STEEL REINFORCED ALUMINUM CAB		
X-SERIES VOCATIONAL HOOD		
HOOD OPENING ASSIST WITH LOCKING STRUT		
WESTERN STAR NAMEPLATES		
DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
SINGLE ELECTRIC HORN		
REAR LICENSE PLATE MOUNT END OF FRAME		
DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
VISOR MOUNTED LED MARKER LIGHTS		
DAYTIME RUNNING LIGHTS TO ACTIVATE MARKER, CLEARANCE AND TAIL LIGHTS		
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
LED REAR FACING TURN SIGNAL LAMPS IN CONVEX MIRROR LENS IN ADDITION TO STANDARD	2	
C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, TURN SIGNAL, STAINLESS STEEL BACK COVER, AND BRIGHT C-BAR	20	
102 INCH EQUIPMENT WIDTH		
LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
RH AND LH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRRORS WITH BLACK MOUNTING ARM	8	
STANDARD SIDE/REAR REFLECTORS		
REAR REFLECTIVE DEVICE		
POLISHED ALUMINUM DIAMOND PLATE WST AFTERTREATMENT SYSTEM COVER		
NO SLEEPER VENT	-10	
STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16	
SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH	-10	
1-PIECE ROPE-IN SOLAR GREEN GLASS WINDSHIELD		
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		

Cab Interior

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Description	Weight Front	Weight Rear
X-SERIES PREMIUM INTERIOR TRIM LEVEL PACKAGE		
CHARCOAL BLACK VINYL UP LEVEL INTERIOR		
CARBON WITH PREMIUM TEAK ACCENT		
BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION		
(2) DASH MOUNTED POWER OUTLETS AND COIN TRAY		
FORWARD ROOF MOUNTED CONSOLE		
LH AND RH DOOR STORAGE POCKETS		
INTEGRATED INTO MOLDED DOOR PANELS		
(2) COAT HOOKS ON BACKWALL OF CAB		
NO UPPER BUNK	-50	-50
DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
2-1/2 LB. FIRE EXTINGUISHER MOUNTED INBOARD OF DRIVER SEAT	5	
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
PREMIUM INSULATION		
PREMIUM LED CAB LIGHTING		
REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 4		
LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
BRIGHT DOOR HANDLES		
NO MATTRESS	-20	-15
ELITE 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT W/2 AIR LUMBAR,ACTIVE BOLSTER,INTEGRATED CUSHION EXTENSION, TILT,ADJUSTABLE SHOCK, MAP POCKET, HEAT & VENTILATION	30	
PREMIUM 2.0 HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	40	15
BLACK SUSPENSION COVER FOR DRIVER AND PASSENGER SEATS	4	

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Description	Weight Front	Weight Rear
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
BLACK LAREDO LEATHER DRIVER SEAT COVER WITH DIAMOND STITCHED CENTER PANELS AND EMBROIDERED LOGO		
BLACK LAREDO LEATHER PASSENGER SEAT COVER WITH DIAMOND STITCHED CENTER PANELS AND EMBROIDERED LOGO		
3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
DRIVER AND PASSENGER INTERIOR SUN VISORS WITH ILLUMINATED VANITY MIRRORS		

Instruments & Controls

STANDARD FOOT PEDAL SYSTEM	
ELECTRONIC ACCELERATOR CONTROL WITH KICK DOWN FEATURE	
BRIGHT ARGENT FINISH GAUGE BEZELS	
STANDARD CENTER INSTRUMENT PANEL	
((1) PNEUMATIC TRACTOR AND (1) TRAILER BRAKE APPLICATION AIR GAUGE	
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE	
DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS	2
97 DB BACKUP ALARM	3
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES	
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY	
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY	
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH	
2 INCH ELECTRIC FUEL GAUGE	

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Description	Weight Front	Weight Rear
FUEL FILTER RESTRICTION INDICATOR		
ENGINE REMOTE INTERFACE NOT CONFIGURED		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
ENGINE OIL TEMPERATURE GAUGE		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
NO OBSTACLE DETECTION SYSTEM		
NO SIDE OBJECT DETECTION SYSTEM		
NO DR ASSIST SYSTEM		
ELECTRONIC STABILITY CONTROL		
NO LANE DEPARTURE WARNING SYSTEM		
NO CAMERA/VIDEO/IMAGING SYSTEM		
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
DASH MOUNTED RADIO		
STANDARD SPEAKER SYSTEM		
NO AM/FM RADIO ANTENNA		
POWER AND GROUND WIRING PROVISION OVERHEAD		
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
SINGLE REMOTE SPEAKER WITH LEAD FOR 2- WAY RADIO		
SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD		
HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		

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Description	Weight Front	Weight Rear
INTEROPERABLE SDAR ANTENNA		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
ELECTRONIC 2500 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
5 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
IGNITION SWITCH CONTROLLED ENGINE STOP		
TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		
CUSTOMER SPECIFIED SWITCH ACTUATORS FOR 2 EXTRA SWITCHES		
HARDWIRE SWITCH #1,ON/OFF/ON MOMENTARY, 20 AMPS IGNITION POWER		
HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
STANDARD TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS		
OPTIONAL AIR SWITCH 1 WITH NO INTLK		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY

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Description	Weight Front	Weight Rear
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

MUST MEET REQUIREMENTS IN PTO
INSTALLATION GUIDELINE DOCUMENT ON
DDCSN.COM, SPECIFICALLY MAX BENDING
MOMENT & MIN ENGINE SPEED DURING PTO
OPERATION

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9011 lbs	8566 lbs	17577 lbs
Total Weight ⁺	9011 lbs	8566 lbs	17577 lbs

Extended Warranty

EXT ULTIMATE DETROIT ENGINE: DD13/DD15 7 YEARS/250,000
MILES/402,500 KM. FEX APPLIES
 EXT ULTIMATE TRUCK CHASSIS: US HD STANDARD-MODERATE 7
YEARS/250,000 MILES/402,500 KM.
 TOWING: 7 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$1200 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

Prepared for:
RYAN BAZE
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW, OK 74012
Phone: 918-613-3998

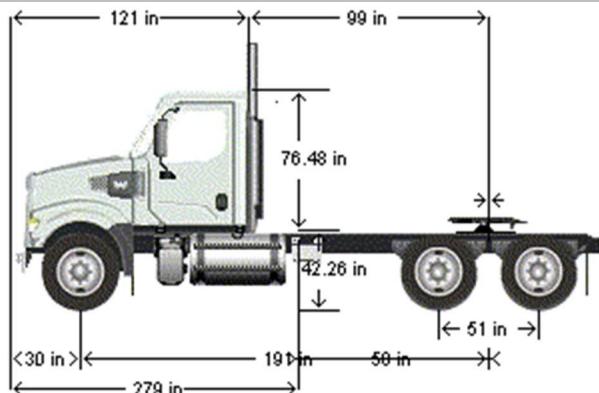
Prepared by:
Mike Sartin
PREMIER TRUCK GROUP OF
TULSA
5104 W. 60TH STREET
TULSA, OK 74107
Phone: 918-445-5300 ext 4061

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	49X
Wheelbase (545)	4840MM (191 INCH) WHEELBASE, SFA ONLY
Rear Frame Overhang (552).....	1475MM (58 INCH) REAR FRAME OVERHANG
Fifth Wheel (578).....	HOLLAND FW35N 18 INCH NO TILT AIR SLIDE
Mounting Location (577)	FIFTH WHEEL 152MM (06.0 INCHES) AHEAD OF SUSPENSION CENTERLINE
Maximum Forward Position (in).....	6
Maximum Rearward Position (in).....	-12
Amount of Slide Travel (in).....	18
Slide Increment (in).....	1.5
Desired Slide Position (in).....	0.0
Cab Size (829).....	121 INCH BBC ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
Cab to Body Clearance (in).....	0.0

TABLE SUMMARY - DIMENSIONS

Prepared for:
 RYAN BAZE
 CITY OF BROKEN ARROW
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Dimensions	Inches
Bumper to Back of Cab (BBC)	121.5
Bumper to Centerline of Front Axle (BA)	30.1
Front Axle to Back of Cab (AC)	91.3
Back of Cab to Centerline of Rear Axle(s) (CA)	99.2
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	99.2
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	0.0
Back of Cab to End of Frame	157.3
Cab Height (CH)	76.5
Fifth Wheel to Centerline of Rear Axle(s) (FW)	0.0
Wheelbase (WB)	190.6
Frame Overhang (OH)	58.1
Overall Frame Length	278.3
Overall Length (OAL)	278.8
Rear Axle Spacing	51.0
Unladen Frame Height at Centerline of Rear Axle	42.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH PENSKE COMMERCIAL VEHICLES US, LLC

This State of Oklahoma Statewide Contract ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Penske Commercial Vehicles US, LLC ("Supplier") and is effective February 7, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of heavy duty truck purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A
 - 2.1.A. Exhibit 1
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Specific Terms Attachment C;
 - 2.4. Intentionally Omitted, Attachment D;
 - 2.5. Bid Portion, Attachment E and
 - 2.6. Intentionally Omitted, Attachment F.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**

**PENSKE COMMERCIAL VEHICLES US,
LLC dba PREMIER TRUCK GROUP**

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

By: Jane Kirton

Name: Jane Kirton

Title: Account Manager

Date: February 3, 2021

ATTACHMENT A
SOLICITATION NO. 0900000472

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

This Contract is for heavy duty trucks to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of heavy duty trucks, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. Responsibilities

- A. Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
- B. All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
- C. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
- D. Supplier shall provide a percentage discount off the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
- E. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- F. Pricing shall only be adjusted at the time of model year changes.
- G. All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
- H. Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
- I. As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
- J. If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
- K. If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
- L. All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
- M. Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
- N. The Supplier must provide any training opportunities available to the Customer.
- O. The Supplier must maintain a website detailing all current models available under the Contract.

2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. Warranty

- A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
- B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
- C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
- D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
- E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
- F.** The Supplier shall correct ordering errors without further cost to the Customer.
- G.** A copy of the warranty shall be included for replacement parts purchased.
- H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- I.** Warranty repair facilities must be identified in each pricing sheet.

4. Insurance

- A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
 - i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
 - ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - iii.** Commercial Automobile Insurance, hired and non-owned.
 - iv.** Garage Keepers Liability Insurance.
 - v.** Commercial Property Coverage

5. Quality of Parts

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.

- C. Repair parts must be packaged and distributed under the respective nationally known name brands.
- D. All rebuilt or remanufactured parts must meet the same requirements as listed above.
- E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

- A. No minimum orders are required under this Contract.
- B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
- C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
- D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

- A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
- B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
- C. The Customer must provide specific delivery instructions to the Supplier.
- D. Delivery on parts must be made within 30 days of order.
- E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.
- F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

- A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and

to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 **Invoices and Payment**

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** Intentionally removed.

8 **Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

- 11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- 13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 **Termination for Convenience**

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

- 23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.
- 23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.
- 23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1 The Contract is a mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i. Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv. Contract quarterly reporting periods shall be as follows:
 - a. January 01 through March 31;
 - b. April 01 through June 30;
 - c. July 01 through September 30; and
 - d. October 01 through December 31.
- v. Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035T webpage. Please reach out to the Contracting Officer if there are any questions.

**CITY OF BROKEN ARROW
INTRADEPARTMENTAL BUDGET TRANSFER
UTILITIES**

FISCAL YEAR

2026

FROM	ACCOUNT	DESCRIPTION	PROJECT #	AMOUNT*
	2205410-570040	OTHER EQUIPMENT	2654380	\$ 32,000
	2205410-570030	MACHINERY	2654360	\$ 13,000
	2205410-570020	MOTOR VEHICLES	2654350	\$ 105,000
	2205410-570040	OTHER EQUIPMENT	2654370	\$ 35,000

TOTAL	\$ 185,000
-------	------------

TO 2205410-570020 MOTOR VEHICLES 2654530 \$ 185,000

*PLEASE ROUND TO THE NEAREST DOLLAR

*PLEASE ROUND TO THE NEAREST DOLLAR

PURPOSE New Semi Truck to Replace Unit #0602 - For Sludge Hauling

APPROVED BY

DEPARTMENT DIRECTOR

DATA

APPROVED BY

FINANCE

DATE _____

APPROVED BY

CITY MANAGER (OR DESIGNEE)

DATE



City of Broken Arrow

Request for Action

File #: 25-1533, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11/04/2025

Title:

Ratification of the Claims List Check Register Dated October 23, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from October 14, 2025 through October 23, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$5,970,648.23 for the various funds.

Governmental Funds	\$3,758,381.13
BAMA	<u>\$2,212,267.10</u>
Total	\$5,970,648.23

A summary by funds and detail are attached.

Cost: \$2,212,267.10

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated October 23, 2025

Recommendation: ..recommend

Ratify Claims List Check Register dated 10/23/2025

City of Broken Arrow
Check Register by Fund

RECAP



FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	337,754.50	769
220	BA MUNICIPAL AUTHORITY	2,212,267.10	1,129
226	STORMWATER CAPITAL IN LIEU OF	355.67	1
227	CVB-HOTEL MOTEL	7,576.32	38
329	VEHICLE REPLACEMENT FUND	38,338.60	3
330	SALES TAX CAPITAL IMPROVEMENT	258,539.54	20
331	POLICE ENHANCEMENTS	33,334.95	1
342	STREET LIGHT FUND	7,359.34	9
343	STREET SALES TAX FUND	121,854.76	5
344	PS SALES TAX POLICE	534,950.43	503
345	PS SALES TAX FIRE	54,347.68	189
346	ADMINISTRATIVE TECHNOLOGY	4,031.50	1
592	2014 BOND ISSUE	108,874.11	1
593	2018 BOND ISSUE	2,135,992.86	18
660	WORKERS COMPENSATIONS	101,798.20	14
661	GROUP HEALTH AND LIFE	11,942.67	7
882	AGENCY FUND DEPOSITS	1,330.00	1
Total		5,970,648.23	2,709



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/16/2025	333379	4762 CHARLIE BRIGHT		PDR 10272025 PDR 08282025A	PER DIEM CHAMBER BEST PRACTICES COLORADO SPRINGS	2205205 550030 2205205 550030 Total For Check # 333379		2026/4	197.80 -86.00 111.80
10/16/2025	333387	3990 JERRY SCHUBER		PDR 10272025	PER DIEM 2025 ROUTEWARE SUMMIT	2205010 550030 Total For Check # 333387		2026/4	80.00 80.00
10/16/2025	333388	5545 JESSICA CHEYENNE		2154250	COUNTY LINE TRUNK PHASE IIB-	2205410 570080 Total For Check # 333388	2154250	2026/4	8,490.00 8,490.00
10/16/2025	333390	737 KENNETH D SCHWAB		PDR 10052025	PER DIEM SWAWWA CONF OCT5-7 2025	2201302 550030 Total For Check # 333390		2026/4	163.20 163.20
10/16/2025	333394	4315 LOU ANN FISHER		MLG 10052025	SWAWWA CONF MILEAGE	2205405 550030 Total For Check # 333394		2026/4	346.63 346.63
10/16/2025	333397	4905 METROPOLITAN LIFE		176141 176141 176141	Payroll Run 1 - Warrant 250926 Payroll Run 1 - Warrant 250926 Payroll Run 1 - Warrant 250926	220 218340 220 218480 220 218590 Total For Check # 333397		2026/3	4,125.45 5,528.89 1,506.55 11,160.89
10/16/2025	333400	999900 OTP - AR REFUNDS		176986		220 150807 Total For Check # 333400		2026/4	36.57 36.57
10/16/2025	333401			176976		220 150807 Total For Check # 333401		2026/4	45.08 45.08
10/16/2025	333402			176977		220 150807 Total For Check # 333402		2026/4	11.24 11.24
10/16/2025	333403			176985		220 150807 Total For Check # 333403		2026/4	50.22 50.22
10/16/2025	333404			176979		220 150807 Total For Check # 333404		2026/4	37.23 37.23
10/16/2025	333405			176978		220 150807 Total For Check # 333405		2026/4	100.49 100.49



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
10/16/2025	333406			176984		220 150807	2026/4	9.88
						Total For Check # 333406		9.88
10/16/2025	333407			176983		220 150807	2026/4	27.76
						Total For Check # 333407		27.76
10/16/2025	333408			176987		220 150807	2026/4	30.05
						Total For Check # 333408		30.05
10/16/2025	333409			176980		220 150807	2026/4	31.24
						Total For Check # 333409		31.24
10/16/2025	333410			176981		220 150807	2026/4	26.45
						Total For Check # 333410		26.45
10/16/2025	333411			176988		220 150807	2026/4	30.05
						Total For Check # 333411		30.05
10/16/2025	333412			176975		220 150807	2026/4	24.21
						Total For Check # 333412		24.21
10/16/2025	333413			176982		220 150807	2026/4	30.05
						Total For Check # 333413		30.05
10/16/2025	333417	5552 RICHARD THUNE		CDL 05122025	CDL PREMIT / LICENSE	2205305 530110	2026/4	81.50
						Total For Check # 333417		81.50
10/16/2025	333424	5216 918 WRECKER SERVICE INC.	25-300265	25-300265 10/03/2025		2205010 540200	2026/4	160.00
			25-300806	25-300806 10/07/2025		2205010 540200	2026/4	160.00
			25-300988	25-300988 10/08/2025		2205405 540200	2026/4	60.00
			25-301163	25-301163 10/09/2025		2205405 540200	2026/4	60.00
						Total For Check # 333424		440.00
10/16/2025	333425	416 ACCURATE ENVIRONMENTAL	HI12043	HI2043 09/29/2025		2205410 530340	2026/4	805.00
			HI24096	HI24096 10/06/2025		2205404 530340	2026/4	7,800.00
			HI24043	HI24043 10/06/2025		2205404 530340	2026/4	2,490.00
			HI12044	HI12044 09/29/2025		2205410 530340	2026/4	805.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				HI12042	HI12042 09/29/2025	2205410 530340		2026/4	145.00
						Total For Check # 333425			12,045.00
10/16/2025	333426	1092 WESTLAKE HARDWARE INC	8038310		BLANKET PO FOR MISC ITEMS	2205115 560230		2026/4	10.30
			8038443		BLANKET PO FOR MISC ITEMS	2205115 560230		2026/4	15.16
						Total For Check # 333426			25.46
10/16/2025	333428	149 AMERICAN ELECTRIC	401-274-0-3 09222025	956-401-274-0-3 SEPT 22, 2025 1410 W	2205406 550250		2026/4	84.38	
			626-029-0-4 09222025	955-626-029-0-4 SEPT 22, 2025 4091 W	2205406 550250		2026/4	24.96	
			333-030-0-6 09222025	953-333-030-0-6 SEPT 22, 2025 2501 S	2205406 550250		2026/4	24.58	
			540-379-4-6 09292025	FY26 ANNUAL AGREEMENT 954-540-379-	2205410 550250		2026/4	59,295.94	
			959-364-3-2 09182025	959-364-3-2 SEPT 18, 2025 2300 S 1ST	2205100 550250		2026/4	2,064.75	
			821-338-0-4 10022025	958-821-338-0-4 OCT 2, 2025 6670 S	2205405 550250		2026/4	68,649.39	
			324-103-0-2 09262025	FY26 ANNUAL AGREEMENT 958-324-103-	2205415 550250		2026/4	21,263.78	
					Total For Check # 333428				151,407.78
10/16/2025	333430	4935 AMAZON.COM SALES INC	1KMH-GK7V-9NVQ	REQ BY RYAN MOORE	2205415 560410		2026/4	39.84	
			1J9R-GFG7-7GQ9	keyboard - Tasha Walters	2205130 560230		2026/4	73.98	
					Total For Check # 333430				113.82
10/16/2025	333431	4846 APAC-CENTRAL, INC.	7002333615	BLANKET PO FOR AGGREGATE	2205305 560270		2026/4	413.45	
			7002330076	BLANKET PO FOR AGGREGATE	2205305 560270		2026/4	1,109.16	
					Total For Check # 333431				1,522.61
10/16/2025	333433	885 ATWOOD DISTRIBUTING LP	3628	BLANKET PO SAFETY SHOES & MISC	2205403 560230		2026/4	-30.00	
			3633	BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/4	37.98	
			3623	BLANKET PO SAFETY SHOES & MISC	2205120 560230		2026/4	31.11	
			3630	BLANKET PO SAFETY SHOES & MISC	2205115 560230		2026/4	11.98	
			3626	BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/4	19.47	
			3624	BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/4	33.96	
					Total For Check # 333433				104.50
10/16/2025	333438	19 BROKEN ARROW ELECTRIC	S3383958.002	BLANKET PO FOR MISC ELECTRICAL	2205405 560450		2026/4	216.16	
					Total For Check # 333438				216.16
10/16/2025	333442	2083 CHEMTRADE CHEMICALS US	90300659	BLANKET PO FOR LIQUID AMMONIUM	2205405 560340		2026/4	18,477.36	
					Total For Check # 333442				18,477.36



CHECK DATE	CHECK #	VENDOR		DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE					
10/16/2025	333443	37 CINTAS CORPORATION	5295910801	BLANKET PO FOR ALL DEPARTMENT	2205405 560230		2026/4	69.28
					Total For Check # 333443			69.28
10/16/2025	333444	295 CITY OF TULSA	219045-2170373 09/25	WATER USAGE FEES 8/29/2025-	2205405 540930		2026/4	243.04
			204713-2156415 09/25	WATER USAGE FEES 08/29/2025-	2205405 540930		2026/4	729.12
					Total For Check # 333444			972.16
10/16/2025	333445	1391 CLEAN THE UNIFORM CO	52154762	52154762 09/17/2025	2205120 540310		2026/4	108.46
			52154762	52154762 09/17/2025	2205400 540310		2026/4	114.90
			52154762	52154762 09/17/2025	2205415 540310		2026/4	83.07
			52154762	52154762 09/17/2025	2205406 540310		2026/4	44.99
			52154762	52154762 09/17/2025	2205403 540310		2026/4	53.71
			52154762	52154762 09/17/2025	2205115 540310		2026/4	32.39
			52154762	52154762 09/17/2025	2205010 540310		2026/4	583.08
			52154762	52154762 09/17/2025	2201700 540330		2026/4	3.90
			52154762	52154762 09/17/2025	2205400 540330		2026/4	9.48
			52154762	52154762 09/17/2025	2205130 540330		2026/4	6.60
			52149237	52149237 08/13/2025	2205100 540330		2026/4	3.92
			52153657	52153657 09/10/2025	2205100 540330		2026/4	3.92
			52155867	52155867 09/24/2025	2205100 540330		2026/4	3.92
			52156344	52156344 09/26/2025	2205410 540310		2026/4	31.92
			52156344	52156344 09/26/2025	2205410 540330		2026/4	0.34
			52156344	52156344 09/26/2025	2205410 540330		2026/4	3.75
			52157452	52157452 10/03/2025	2205410 540310		2026/4	31.92
			52157452	52157452 10/03/2025	2205410 540330		2026/4	7.20
			52157452	52157452 10/03/2025	2205410 540330		2026/4	3.75
			52155248	52155248 09/19/2025	2205405 540310		2026/4	53.81
			52155248	52155248 09/19/2025	2205405 540330		2026/4	7.50
			52156342	52156342 09/26/2025	2205405 540310		2026/4	53.81
			52156342	52156342 09/26/2025	2205405 540330		2026/4	20.93
					Total For Check # 333445			1,267.27
10/16/2025	333446	565 CMC STEEL FABRICATORS INC	070369	Brute Breaker Hammer 1-1/8"	2205305 560240		2026/4	1,550.00
					Total For Check # 333446			1,550.00
10/16/2025	333447	5323 COLUMN SOFTWARE PBC	B6BD5005-0243	B6BD5005-0243 10/01/2025	2205130 550050		2026/4	22.16
			B6BD5005-0246	B6BD5005-0246 10/03/2025	2205130 550050		2026/4	112.22
			B6BD5005-0247	B6BD5005-0247 10/03/2025	2205130 550050		2026/4	25.49





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NAME	INVOICE	DESCRIPTION	PROJECT		YEAR/PERIOD	AMOUNT
			G/L NUMBER			
DVR092025		ACCT # 500634737 09/05-10/04/2025	2205405 550540		2026/4	0.50
DVR092025		ACCT # 500634737 09/05-10/04/2025	2205406 550540		2026/4	301.25
DVR092025		ACCT # 500634737 09/05-10/04/2025	2205415 550540		2026/4	161.50
			Total For Check # 333458			1,787.00
DVR082025		ACCT # 500634737 08/05-09/04/2025	2201700 550540		2026/4	121.25
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205010 550540		2026/4	64.00
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205100 550540		2026/4	32.00
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205115 550540		2026/4	32.00
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205400 550540		2026/4	8.00
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205401 550540		2026/4	110.25
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205403 550540		2026/4	1,037.25
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205404 550540		2026/4	12.75
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205405 550540		2026/4	0.50
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205406 550540		2026/4	320.50
DVR082025		ACCT # 500634737 08/05-09/04/2025	2205415 550540		2026/4	161.00
			Total For Check # 333459			1,899.50
MAN	248796	FUEL FOR FLEET LOCATION TBD	220 142000		2026/4	10,366.52
	248799	FUEL FOR FLEET LOCATION TBD	220 142000		2026/4	9,721.04
			Total For Check # 333460			20,087.56
E GRAHAM	000214	000214 10/02/2025	2205405 540070		2026/4	300.00
			Total For Check # 333465			300.00
ND RIVER DAM AUTHORITY	74,501	INV# 74,501 10/02/2025	2205405 550940		2026/4	152.54
			Total For Check # 333466			152.54
EN ACRE SOD FARMS	12142	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2026/4	401.00
			Total For Check # 333468			401.00
PSHIRE INDUSTRIAL	251006	251006 10/03/2025	2205405 540320		2026/4	1,765.00
			Total For Check # 333469			1,765.00
C RENTALS INC	35708359-002	35708359-002 09/11/2025	2205400 540320		2026/4	6,199.10
			Total For Check # 333470			6,199.10
OWER SYSTEMS	2025-186	2025-186 10/07/2025	2205415 540290		2026/4	1,669.55



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Check # 333472									
10/16/2025	333473	5196 HOFFMAN AUTOMOTIVE		7489	7489 10/02/2025	2205120 540290		2026/4	644.00
						Total For Check # 333473			644.00
10/16/2025	333474	725 HOLLOWAY, UPDIKE AND		PA7 S.25080	Hwy 51 North Sewer Extension Agreement	2205415 570160	S.25080	2026/4	18,400.00
						Total For Check # 333474			18,400.00
10/16/2025	333476	115 INCOG		227651	227651 10/01/2025 2ND QTR	2201700 530850		2026/4	2,519.37
				227659	227659 10/01/2025 2ND QTR	2201700 530850		2026/4	11,639.87
						Total For Check # 333476			14,159.24
10/16/2025	333477	4736 DUSTIN MANLY		10000963	10000963 09/17/2025	2205100 540070		2026/4	420.00
						Total For Check # 333477			420.00
10/16/2025	333478	4191 INFOSENSE INC		5740	SL-RAT SEWER INSPECTION TOOL	2205415 570040	2654440	2026/4	35,735.00
						Total For Check # 333478			35,735.00
10/16/2025	333480	3537 J & J BOWERS LAWN CARE		2509029	2509029 09/29/2025	2205415 540280		2026/4	2,475.00
				101025	BLANKET PO FOR LAWN CARE	2205305 540280		2026/4	7,335.00
						Total For Check # 333480			9,810.00
10/16/2025	333481	2133 JIM NORTON CHEVROLET		369763	unit #1303	2205404 540200		2026/4	2,872.92
				369154	unit # 2223 - jeff1	2205403 540200		2026/4	189.95
						Total For Check # 333481			3,062.87
10/16/2025	333483	5131 KEVIN BEHE		14777	CITY COUNCIL 07/14/25	2205100 540070		2026/4	5.96
				14777	CITY COUNCIL 07/14/25	2205120 540070		2026/4	2.38
				14777	CITY COUNCIL 07/14/25	2205305 540070		2026/4	1.79
				14777	CITY COUNCIL 07/14/25	2205410 540070		2026/4	28.02
				14661	CITY COUNCIL 07/14/25	2205100 540070		2026/4	1.43
				14661	CITY COUNCIL 07/14/25	2205120 540070		2026/4	0.57
				14661	CITY COUNCIL 07/14/25	2205305 540070		2026/4	0.43
				14661	CITY COUNCIL 07/14/25	2205410 540070		2026/4	6.73
				14660	CITY COUNCIL 07/14/25	2205100 540070		2026/4	1.55
				14660	CITY COUNCIL 07/14/25	2205120 540070		2026/4	0.62
				14660	CITY COUNCIL 07/14/25	2205305 540070		2026/4	0.46
				14660	CITY COUNCIL 07/14/25	2205410 540070		2026/4	7.29

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CHECK DATE	CHECK #	VENDOR	PROJECT	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION	G/L NUMBER		
	14646	CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
	14646	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
	14646	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
	14646	CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
	14645	CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
	14645	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
	14645	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
	14645	CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
	14656	CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.43
	14656	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.57
	14656	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.43
	14656	CITY COUNCIL 07/14/25	2205410 540070	2026/4	6.73
	14655	CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.55
	14655	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.62
	14655	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.46
	14655	CITY COUNCIL 07/14/25	2205410 540070	2026/4	7.29
	14657	CITY COUNCIL 07/14/25	2205100 540070	2026/4	0.95
	14657	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.38
	14657	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.29
	14657	CITY COUNCIL 07/14/25	2205410 540070	2026/4	4.48
	14659	CITY COUNCIL 07/14/25	2205100 540070	2026/4	0.95
	14659	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.38
	14659	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.29
	14659	CITY COUNCIL 07/14/25	2205410 540070	2026/4	4.48
	14658	CITY COUNCIL 07/14/25	2205100 540070	2026/4	0.95
	14658	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.38
	14658	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.29
	14658	CITY COUNCIL 07/14/25	2205410 540070	2026/4	4.48
	14649	CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
	14649	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
	14649	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
	14649	CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
	14653	CITY COUNCIL 07/14/25	2205100 540070	2026/4	0.72
	14653	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.29
	14653	CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.21
	14653	CITY COUNCIL 07/14/25	2205410 540070	2026/4	3.36
	14651	CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.43
	14651	CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.57



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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
019831	7061130		2205130 560200	2026/4	89.70
019831	7512284		2205130 560200	2026/4	5.56
019831	7515472		2205130 560200	2026/4	5.56
019831	7542438		2205130 560200	2026/4	1.86
019831	7542439		2205130 560200	2026/4	2.78
019831	7661203		2205130 560200	2026/4	5.56
019834	5T903		2205010 560200	2026/4	241.81
019835	56170100R		2205010 560200	2026/4	222.01
019837	F244465		2205010 560200	2026/4	677.44
019729	366BDMDUAL		2205010 560190	2026/4	934.70
019730	46AWBULK		2205010 560200	2026/4	299.72
019733	015001500		2205405 560200	2026/4	555.54
019733			2205405 560200	2026/4	8.65
019735	4410351V		2205400 560200	2026/4	175.50
019735	334024		2205400 560230	2026/4	74.58
019742	F013989		2205410 560190	2026/4	201.68
019749	5T903		2205010 560200	2026/4	-241.81
019768	10036548		2205403 560200	2026/4	-61.63
019768	10041905		2205403 560200	2026/4	-88.58
019768	10041906		2205403 560200	2026/4	-64.80
019588	PF46235		2205010 560200	2026/4	38.34
019588	FF63041NN		2205010 560200	2026/4	48.73
019588	9082		2205010 560200	2026/4	12.77
019588	1748XD		2205010 560200	2026/4	33.89
019588	9520		2205010 560200	2026/4	44.88
019588	2812		2205010 560200	2026/4	87.45
019588	15W40BULK		2205010 560210	2026/4	124.44
019592	F244465FLATFACE		2205010 560190	2026/4	1,354.88
019601	9119746		2205410 560200	2026/4	356.01
019602			2205120 560230	2026/4	12.16
019602	WMSB100		2205120 560240	2026/4	400.00
020037	1087631		2205010 560200	2026/4	221.88
020038	0315772		2205010 560200	2026/4	516.16
020042	F003159		2205010 560190	2026/4	1,209.58
020043	F244465FLATFACE		2205010 560190	2026/4	1,321.56
020044	366BDMDUAL		2205010 560190	2026/4	2,232.76
020046	F244465FLATFACE		2205010 560190	2026/4	1,321.56
020053	F244465FLATFACE		2205010 560190	2026/4	1,321.56

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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
020056	3EC2080T		2205010 560200	2026/4	424.78
020060	F244465		2205403 560190	2026/4	3,548.16
020061	1077258516		2205403 560190	2026/4	1,422.08
020067	NJ20011WH		2205305 560200	2026/4	76.76
020067	NJ20012		2205305 560200	2026/4	117.96
019976	512371		2205305 560200	2026/4	264.64
019980	Y110101820		2205115 560190	2026/4	346.44
019990	HA32188		2205305 560200	2026/4	59.37
019990	HCSC35		2205305 560200	2026/4	238.92
019994	0316194008		2205010 560200	2026/4	964.88
019994			2205010 560200	2026/4	97.77
019996	PF46235		2205010 560200	2026/4	38.34
019996	600564		2205010 560200	2026/4	34.14
019996	9082		2205010 560200	2026/4	12.77
019996	500925		2205010 560200	2026/4	121.58
019996	9520		2205010 560200	2026/4	44.88
019996	15W40BULK		2205010 560210	2026/4	81.18
019997	4937032		2205010 560200	2026/4	13.90
019997	5274662		2205010 560200	2026/4	548.54
019997			2205010 560200	2026/4	20.89
020000	2272926		2205010 560200	2026/4	141.82
020000	2253989		2205010 560200	2026/4	69.56
020000	6771		2205010 560200	2026/4	46.90
020000	6770		2205010 560200	2026/4	81.74
020000	15W40BULK		2205010 560210	2026/4	125.46
020091	5566887		2205010 560200	2026/4	1,606.90
020091	5473296RX		2205010 560200	2026/4	919.81
020091	5473296RX		2205010 560200	2026/4	75.00
019778	1748XD		2205403 560210	2026/4	33.89
019778	PF46235		2205403 560210	2026/4	38.34
019778	500925		2205403 560210	2026/4	121.58
019778	15W40BULK		2205403 560210	2026/4	87.84
019779	29558329		2205403 560210	2026/4	125.87
019779	HDATFBULK		2205403 560210	2026/4	160.58
019785	4932615		2205010 560200	2026/4	3.59
019785	2872858		2205010 560200	2026/4	69.10
019785	4384138		2205010 560200	2026/4	189.03
019785	5297806		2205010 560200	2026/4	7.40

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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
019786	QUR01300	2205010 560200		2026/4	1.54
019786	QUB04804	2205010 560200		2026/4	2.88
019786	100004	2205010 560200		2026/4	113.08
019786	QUE00550	2205010 560200		2026/4	0.58
019786	100124	2205010 560200		2026/4	21.84
019786		2205010 560200		2026/4	186.27
019791	0315772	2205010 560200		2026/4	248.16
019791		2205010 560200		2026/4	45.33
019795	1791	2205010 560200		2026/4	20.04
019795	600447	2205010 560200		2026/4	31.24
019795	600001	2205010 560200		2026/4	66.65
019795	550433	2205010 560200		2026/4	63.72
019795	2803	2205010 560200		2026/4	56.05
019795	15W40BULK	2205010 560210		2026/4	131.76
019797	FR11110	2205010 560200		2026/4	15.23
019797	FF63041NN	2205010 560200		2026/4	45.20
019797	K371017	2205010 560200		2026/4	79.62
019797	1748XD	2205010 560200		2026/4	33.89
019797	15W40BULK	2205010 560200		2026/4	106.14
019797	6771	2205010 560200		2026/4	46.90
019797	6770	2205010 560200		2026/4	81.74
019798	7230	2205010 560200		2026/4	158.57
019798	ATFBULK	2205010 560200		2026/4	159.84
019798	29558329	2205010 560200		2026/4	125.87
019798	6100	2205010 560200		2026/4	7.93
019808	366BDMDUAL	2205010 560190		2026/4	1,899.04
020103	366BDMDUAL	2205010 560190		2026/4	558.19
020103	F244465FLATFACE	2205010 560190		2026/4	1,321.56
020112	388BDM	2205010 560190		2026/4	1,180.68
020119	F244465DUEL	2205010 560190		2026/4	1,352.66
020140	5297942	2205010 560200		2026/4	112.92
020140	5295242	2205010 560200		2026/4	117.97
020140		2205010 560200		2026/4	20.89
020143	F316195	2205010 560200		2026/4	2,993.06
020143	F506427	2205010 560200		2026/4	75.22
020143	N066047	2205010 560200		2026/4	287.54
020143	N066046	2205010 560200		2026/4	203.87
020143		2205010 560200		2026/4	102.16



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NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
020146	MTX94RH7		2205400 560200		2026/4	226.56
020147	600564		2205400 560200		2026/4	34.14
020147	7182		2205400 560200		2026/4	10.71
020147	3965		2205400 560200		2026/4	32.80
020147	500705		2205400 560200		2026/4	68.85
020147	15W40BULK		2205400 560210		2026/4	59.04
020147	2413		2205400 560230		2026/4	6.34
020149	388BDM		2205403 560190		2026/4	2,361.36
020150	Y110101820		2205115 560190		2026/4	346.44
020151	111032024		2205010 560200		2026/4	982.86
020151			2205010 560200		2026/4	30.79
020157	0343216010		2205305 560200		2026/4	199.06
020157	FS20194		2205305 560200		2026/4	103.47
020157	600515		2205305 560200		2026/4	53.43
020157	4318		2205305 560200		2026/4	14.32
020157	400107		2205305 560200		2026/4	40.89
020157	15W40BULK		2205305 560210		2026/4	162.36
020168	TF4365		2205305 560200		2026/4	555.56
020168	TF4371		2205305 560200		2026/4	577.78
020168	28086A		2205305 560200		2026/4	234.03
020168			2205305 560200		2026/4	75.00
Total For Check # 333491						46,790.93
019819	R426012		2205010 560200		2026/4	50.80
019819			2205010 560200		2026/4	10.40
019821	F506427		2205010 560200		2026/4	75.22
019826	82713234		2205010 560200		2026/4	127.54
019836	0710843004		2205010 560200		2026/4	114.54
019842	5350211		2205400 560200		2026/4	27.78
019842	5350212		2205400 560200		2026/4	27.78
019734	MTP48H6		2205115 560200		2026/4	138.11
019740	SL3330		2205210 560230		2026/4	116.09
019757	HDRTU1GAL		2205010 560210		2026/4	102.96
019766	10036550		2205403 560200		2026/4	92.51
019567	PL50168920		2205305 560200		2026/4	112.95
019578	X0040V2FP9		2205400 560200		2026/4	22.21
019578	CASC2284GR		2205400 560200		2026/4	38.88
019591	R803110		2205403 560200		2026/4	115.22

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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
019591	40026241	2205403 560200	2205406 560210	2026/4	-217.46
019595	7060	2205406 560200	2205406 560210	2026/4	4.25
019595	4579	2205406 560200	2205406 560210	2026/4	7.11
019595	20811	2205406 560210	2205406 560210	2026/4	23.61
019595	115	2205406 560210	2205406 560210	2026/4	14.44
019595	5W20BULK	2205406 560210	2205406 560210	2026/4	21.42
020025	HDATFBULK	2205406 560210	2205406 560210	2026/4	10.36
020025	46AWBULK	2205406 560210	2205406 560210	2026/4	177.80
020054	FZ115040	2205406 560210	2205406 560210	2026/4	19.41
020054	C45451D	2205406 560210	2205406 560210	2026/4	30.66
020054	WA46Q5BF41	2205406 560210	2205406 560210	2026/4	25.54
020073	1365	2205406 560210	2205406 560200	2026/4	4.25
020073	3192	2205406 560200	2205406 560200	2026/4	13.11
020073	500405	2205406 560200	2205406 560200	2026/4	15.01
020073	500406	2205406 560200	2205406 560200	2026/4	18.22
020073	15W40BULK	2205406 560200	2205406 560210	2026/4	14.76
020080	MTP65HD	2205406 560200	2205406 560200	2026/4	139.96
019967	HDRTU1GAL	2205406 560200	2205406 560230	2026/4	102.96
019969	9082	2205406 560200	2205406 560200	2026/4	12.77
019969	4784	2205406 560200	2205406 560210	2026/4	16.39
019969	G16602	2205406 560200	2205406 560230	2026/4	23.52
019969	U3S32089	2205406 560200	2205406 560230	2026/4	6.26
019970	552119	2205406 560200	2205406 560200	2026/4	7.72
019970	7502	2205406 560200	2205406 560200	2026/4	4.25
019970	20811	2205406 560200	2205406 560210	2026/4	23.61
019970	115	2205406 560200	2205406 560210	2026/4	14.44
019970	5W30BULK	2205406 560200	2205406 560210	2026/4	48.48
019972	2725	2205406 560200	2205406 560200	2026/4	15.92
019972	7060	2205406 560200	2205406 560200	2026/4	4.25
019972	60221B	2205406 560200	2205406 560200	2026/4	20.76
019972	5W20BULK	2205406 560200	2205406 560210	2026/4	21.42
019987	3544667	2205406 560200	2205406 560210	2026/4	102.52
019998	43761XT	2205406 560200	2205406 560200	2026/4	105.72
020003	0518863	2205406 560200	2205406 560200	2026/4	101.00
020003	HWC07770	2205406 560200	2205406 560200	2026/4	4.43
020003		2205406 560200	2205406 560200	2026/4	20.90
020015	3776954	2205406 560200	2205406 560200	2026/4	82.71
020083	WWFDRUM	2205406 560200	2205406 560210	2026/4	189.03



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NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
020086	6132733C91		2205010 560200	2026/4	194.16
019769	9902		2205210 560200	2026/4	22.49
019769	7151		2205210 560200	2026/4	15.05
019769	600773		2205210 560200	2026/4	43.12
019769	15W40BULK		2205305 560210	2026/4	54.90
019782	0630123		2205010 560200	2026/4	86.34
019803	345014009		2205010 560200	2026/4	93.50
019804	V063151880		2205305 560200	2026/4	111.34
019807	GG4715QG		2205403 560200	2026/4	244.64
019807	GG4715QG		2205403 560200	2026/4	90.00
019807	MK4515Q20PREM		2205403 560200	2026/4	-127.72
019807	MK4515Q20PREM		2205403 560200	2026/4	-63.84
020117	509060		2205010 560200	2026/4	128.89
020122	5473296RX		2205010 560200	2026/4	-75.00
020135	73344274		2205410 560210	2026/4	145.80
020135	60221B		2205410 560210	2026/4	41.52
020141	4384138		2205010 560200	2026/4	189.03
020169	5273379		2205010 560200	2026/4	63.58
020178	HYF07805		2205010 560200	2026/4	102.02
020178			2205010 560200	2026/4	86.53
020179	12210Z5K415		2205410 560200	2026/4	161.04
020182	345014009SUB		2205010 560200	2026/4	101.11
		Total For Check # 333492			4,133.00
019816	789DEF		2205400 560210	2026/4	22.22
019817	SW050		2205410 560230	2026/4	3.29
019817	789DEF		2205410 560230	2026/4	11.11
019823	5253019		2205010 560200	2026/4	12.72
019823	4932615		2205010 560200	2026/4	7.52
019825	NPB22		2205010 560200	2026/4	16.24
019825	2413		2205010 560200	2026/4	6.34
019827	4933235		2205010 560200	2026/4	5.21
019827	5295436		2205010 560200	2026/4	5.49
019827	4992509		2205010 560200	2026/4	5.54
019829	HDRTU1GAL		2205010 560200	2026/4	51.48
019832	HDRTU1GAL		2205010 560200	2026/4	51.48
019833	TW90		2205010 560230	2026/4	31.02
019736	550049483		2205305 560210	2026/4	26.32

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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
019739	2776253508		2205305 560200	2026/4	21.74
019739	20A3590203		2205305 560200	2026/4	1.64
019739			2205305 560200	2026/4	7.95
019748	6058		2205400 560200	2026/4	20.19
019755	05710		2205120 560230	2026/4	37.57
019569	501		2205305 560200	2026/4	17.66
019570			2205305 560200	2026/4	44.79
019573	84032		2205400 560210	2026/4	24.39
019573	3207XA		2205400 560210	2026/4	-70.00
019576	7151241		2205305 560200	2026/4	21.57
019582	8822		2205120 560230	2026/4	14.98
019586	7060		2205010 560200	2026/4	4.25
019586	2725		2205010 560200	2026/4	15.92
019586	5W20BULK		2205010 560210	2026/4	21.42
019587	7060		2205010 560200	2026/4	4.25
019587	4579		2205010 560200	2026/4	7.11
019587	2725		2205010 560200	2026/4	15.92
019587	5W20BULK		2205010 560210	2026/4	21.42
019593	221470		2205120 560230	2026/4	51.36
019594	70124		2205305 560210	2026/4	44.00
019594	2413		2205305 560230	2026/4	6.12
019599	10873		2205410 560210	2026/4	50.84
019605	6737326		2205403 560200	2026/4	40.72
019606	683586		2205400 560200	2026/4	37.40
020027	2413		2205010 560230	2026/4	19.02
020030	HDRTU1GAL		2205010 560210	2026/4	17.16
020031	789DEF		2205403 560200	2026/4	11.11
020031	982		2205403 560200	2026/4	15.44
020033	FA110G		2205010 560200	2026/4	30.00
020035	2413		2205010 560230	2026/4	38.04
020058	1335459		2205010 560230	2026/4	19.84
020065	7060		2205115 560200	2026/4	4.25
020065	5W20BULK		2205115 560210	2026/4	21.42
020065	2413		2205115 560230	2026/4	6.34
020072	40230		2205410 560200	2026/4	28.12
020076	BPMR7A		2205410 560200	2026/4	13.74
019974	1010A		2205010 560200	2026/4	28.51
019984	80078		2205410 560230	2026/4	18.56

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NAME	INVOICE			G/L NUMBER		
	019986	2413	2205403 560230		2026/4	38.04
	020001	85805	2205400 560210		2026/4	45.06
	020002	1748XD	2205010 560200		2026/4	33.89
	020006	49005	2205410 560230		2026/4	17.34
	020012	ABP10045883	2205403 560200		2026/4	51.57
	020093	4934278	2205010 560200		2026/4	19.68
	020094	9080XL	2205010 560230		2026/4	15.56
	020099	4784	2205410 560210		2026/4	16.39
	020099	789DEF	2205410 560230		2026/4	11.11
	019772	3034009	2205403 560200		2026/4	18.28
	019780	615	2205305 560210		2026/4	45.90
	019784	7631113	2205410 560230		2026/4	21.82
	019788	AR143	2205400 560200		2026/4	25.76
	019793	6652833	2205400 560200		2026/4	6.28
	019793	48228339	2205400 560200		2026/4	17.78
	019800	400106	2205010 560210		2026/4	20.80
	019802	PRO5	2205010 560230		2026/4	53.06
	019809	2776230110	2205305 560200		2026/4	26.64
	019811	893LM	2205120 560230		2026/4	27.52
	019812	35QUART	2205010 560230		2026/4	50.99
	020102	HDRTU1GAL	2205010 560200		2026/4	25.74
	020105		2205010 560200		2026/4	20.89
	020125	2590596C92	2205010 560200		2026/4	49.51
	020126	6060C	2205010 560200		2026/4	46.70
	020145	789DEF	2205403 560210		2026/4	22.22
	020163	7631113	2205115 560230		2026/4	21.82
	020172	RHINO	2205120 560230		2026/4	38.96
	020173	7502	2205120 560200		2026/4	4.25
	020173	9883	2205120 560200		2026/4	12.73
	020173	5W20BULK	2205120 560210		2026/4	21.14
	020181	42241200651	2205410 560200		2026/4	43.32
	020183	12391ZE2020	2205410 560200		2026/4	9.31
	020183	16211Z5T000	2205410 560200		2026/4	14.39
	020184	8711CCR1U01	2205010 560200		2026/4	16.47
			Total For Check # 333493			1,901.66
10/16/2025	333494	019815	9003N	2205010 560200	2026/4	8.83
		019824	80050	2205010 560200	2026/4	6.24

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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
019828	4086768C1		2205010 560200	2026/4	3.91
019732	7709231		2205400 560200	2026/4	10.23
019743	1255H11N		2205406 560200	2026/4	8.58
019747	0191404		2205010 560200	2026/4	0.02
019752	949263		2205400 560200	2026/4	1.60
019753	42109		2205400 560200	2026/4	3.28
019765	8822		2205120 560230	2026/4	7.49
019767	11230801802		2205305 560200	2026/4	12.21
019568	MINUS20		2205410 560230	2026/4	2.72
019584	194NAN		2205305 560200	2026/4	4.90
019585	AR174		2205010 560200	2026/4	10.87
019590	NT2606		2205010 560200	2026/4	1.75
019598	SL35600		2205400 560210	2026/4	9.62
019603	122319		2205405 560210	2026/4	7.14
019604	122319		2205405 560210	2026/4	7.14
020026	789DEF		2205400 560210	2026/4	11.11
020028	4932615		2205010 560200	2026/4	7.52
020029	7051015		2205010 560200	2026/4	1.64
020029	H152		2205010 560200	2026/4	2.98
020032	2413		2205010 560230	2026/4	3.17
020047	DA1600		2205400 560200	2026/4	7.51
020050	6055002		2205010 560200	2026/4	8.77
020052	49005		2205400 560230	2026/4	8.67
020055	3595990		2205403 560200	2026/4	7.56
020057	SW050		2205120 560230	2026/4	3.29
020062	2413		2205010 560230	2026/4	6.34
019971	7051020		2205305 560200	2026/4	0.01
019977	HDRTU1GAL		2205305 560200	2026/4	8.58
019983	X00414SUST		2205403 560200	2026/4	2.66
019993	MEYOOZIISU		2205403 560230	2026/4	9.49
020004	702738		2205406 560200	2026/4	6.38
020005	0120C		2205400 560230	2026/4	11.96
020007	2413		2205210 560230	2026/4	9.51
020009	85W140BULK		2205403 560210	2026/4	5.63
020014	AHDWMPHDC1		2205210 560230	2026/4	7.84
020082	2413		2205010 560230	2026/4	9.51
020084	FEB1		2205010 560230	2026/4	4.91
020090	789DEF		2205400 560210	2026/4	11.11







CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/16/2025	333522	723 THE MET		3007	3007 10/01/2025	2205010 550100		2026/4	14,002.67
						Total For Check # 333522			14,002.67
10/16/2025	333525	571 TULSA CITY COUNTY HEALTH	NV2510002		NV2510002 10/01/2025	2205410 530340		2026/4	4,159.00
						Total For Check # 333525			4,159.00
10/16/2025	333526	1489 TULSA HEALTH DEPARTMENT	NV2510010		NV2510010 10/01/2025	2205405 530340		2026/4	132.00
						Total For Check # 333526			132.00
10/16/2025	333528	1808 TULSA'S GREEN COUNTRY	111302		111302 10/03/2025	2205120 550370		2026/4	924.80
			111301		111301 10/03/2025	2205120 550370		2026/4	992.46
						Total For Check # 333528			1,917.26
10/16/2025	333530	3262 HD SUPPLY, INC		INV00846670	Lab Supplies/Chemicals	2205404 560340		2026/4	872.48
						Total For Check # 333530			872.48
10/16/2025	333531	44 UTILITY SUPPLY		216878	216878 09/18/2025	2205403 560230		2026/4	344.24
						Total For Check # 333531			344.24
10/16/2025	333532	48 WARREN POWER &	P3374301		CITY COUNCIL APPROVED 08/19/25	2205403 570030	2654130	2026/4	114,255.00
						Total For Check # 333532			114,255.00
10/16/2025	333533	1537 WATER TECH INC		168570	BLANKET PO FOR POLYMER FOR	2205405 560340		2026/4	9,370.20
						Total For Check # 333533			9,370.20
10/16/2025	333534	385 WATKINS SAND COMPANY INC	39917x		BLANKET PO FOR SAND BACKFILL	2205400 570150	2254400	2026/4	130.00
						Total For Check # 333534			130.00
10/16/2025	333536	2346 WEX FLEET UNIVERSAL		107698358	107698358	220 143015		2026/4	4,000.89
						Total For Check # 333536			4,000.89
10/16/2025	333537	1095 WINDSTREAM HOLDINGS II LLC	100979352 10132025		100979352 OCT 13, 2025 918-357-2491	2205405 550220		2026/4	82.25
			101035457 08132025		FY101035457 AUG 13, 2025 918-451-	2205415 550220		2026/4	88.67
			101035457 10132025		101035457 OCT 13, 2025 918-451-3524	2205415 550220		2026/4	88.98
						Total For Check # 333537			259.90
10/16/2025	333539	1373 YELLOWHOUSE MACHINERY		1043514	unit 1926	2205405 540200		2026/4	2,793.25
						Total For Check # 333539			2,793.25



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/23/2025	333542	4904 AMERITAS LIFE INSURANCE	176140		Payroll Run 1 - Warrant 250926	220 218240 Total For Check # 333542		2026/3	3,960.34 3,960.34
10/23/2025	333555	4304 RYAN BAZE		PDR 10272025	PER DIEM 10272025	2205100 550030 Total For Check # 333555		2026/4	197.80 197.80
10/23/2025	333557	5157 SHANNON MARSHALL		PDR 10222025	PER DIEM 10/22/2025	2205225 550030 Total For Check # 333557		2026/4	112.00 112.00
10/23/2025	333563	416 ACCURATE ENVIRONMENTAL	HI29051 HI24094		HI29051 HI24094	2205405 530340 2205404 530340 Total For Check # 333563		2026/4 2026/4	210.00 3,250.00 3,460.00
10/23/2025	333567	149 AMERICAN ELECTRIC	305-287-1-0 10082025 818-689-2-1 10082025 607-667-1-7 10082025 910-761-0-2 10082025 050-621-1-9 10072025 050-621-1-9 09082025 896-715-2-1 10072025 046-113-0-1 10152025 847-581-0-4 10152025 309-939-0-3 10142025		FY26 ANNUAL AGREEMENT SINGLES FY26 ANNUAL AGREEMENT - SINGLES FY26 ANNUAL AGREEMENT - SINGLES FY26 ANNUAL AGREEMENT SINGLES	2205405 550250 2205406 550250 2205415 550250 2205400 550250 2205415 550250 2205415 550250 2205406 550250 2205120 550250 2205406 550250 2205415 550250 Total For Check # 333567		2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4	19,855.02 25.00 117.23 24.14 97.50 151.46 24.71 818.35 24.44 159.31 21,297.16
10/23/2025	333568	4935 AMAZON.COM SALES INC	1X9W-JHX1-7M4K 1FK4-V39N-7DPR 17XH-LCHL-7X1L 1C41-N3YY-F3FY 14V3-MCQ1-CRNQ 14QQ-FQ9H-NLJT 1C77-6YTY-NFDC 1QDT-6CPG-MDRN 1XLM-39CC-4FH1 1XLM-39CC-4FH1 1XLM-39CC-4FH1 1XLM-39CC-4FH1		Heavy equipment keys ITEM: PURELL Advanced Hand Sanitizer ITEM: ESR for iPad 9th Generation Screen purchasing office purchasing office- tasha req by tommy PURCHASING OFC-BLAKE & TASHA WINDSHIELD UNIT # 2550 SHIRTS FOR MAINTENANCE DIVISION SHIRTS FOR MAINTENANCE DIVISION SHIRTS FOR MAINTENANCE DIVISION SHIRTS FOR MAINTENANCE DIVISION	2205400 560230 2205010 560230 2205010 560230 2205130 560030 2205130 560030 2205403 560230 2205130 560230 2205120 560200 2205100 560100 2205115 560100 2205120 560100 2205130 560100		2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4	14.98 118.62 9.98 110.96 108.56 97.86 45.98 173.25 93.64 93.64 662.51 66.84



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Check # 333568									
10/23/2025	333570	5180 AMERICAN MEDICAL GAS		3700	BLANKET PO FOR EMS OXYGEN AND	2205130 560210		2026/4	185.00
						Total For Check # 333570			185.00
10/23/2025	333572	1468 ARLEDGE & ASSOCIATES, P.C.	52014		52014	2201503 530810		2026/4	8,812.50
						Total For Check # 333572			8,812.50
10/23/2025	333574	5126 ASCEND COMMERCIAL		PA 11 FINAL 2217090	PW Field Office	2201700 570150	2217090	2026/4	12,415.70
						Total For Check # 333574			12,415.70
10/23/2025	333575	945 AYS LLC		299804	299804	2205403 540280		2026/4	108.00
						Total For Check # 333575			108.00
10/23/2025	333577	885 ATWOOD DISTRIBUTING LP	3648		BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/4	87.98
			3646		BLANKET PO SAFETY SHOES & MISC	2205403 560230		2026/4	232.75
			3647		BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/4	19.99
			3650		BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/4	55.08
			3651		BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/4	8.40
						Total For Check # 333577			404.20
10/23/2025	333583	4837 BLACK & VEATCH		6716293	2251390	2205010 530870	2251390	2026/4	550.00
						Total For Check # 333583			550.00
10/23/2025	333586	2910 BROKEN ARROW CHAMBER OF	78540		78540	2205205 530110		2026/4	1,750.00
			78540		78540	2205100 530110		2026/4	1,750.00
						Total For Check # 333586			3,500.00
10/23/2025	333591	4575 CENTRAL TRAILERS SALES INC	3077		Landscaping trailer-for Matt D.	2205305 570030	2653070	2026/4	6,790.00
						Total For Check # 333591			6,790.00
10/23/2025	333592	2083 CHEMTRADE CHEMICALS US	90303662		BLANKET PO FOR LIQUID AMMONIUM	2205405 560340		2026/4	18,342.72
			90306593		BLANKET PO FOR LIQUID AMMONIUM	2205405 560340		2026/4	17,915.04
						Total For Check # 333592			36,257.76
10/23/2025	333593	1436 CHEROKEE PRIDE CONST. INC.	PA 1 WL22020		Bass Pro Booster Pump Station Rehab	2205400 570150	WL22020	2026/4	713,953.50
						Total For Check # 333593			713,953.50



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10/23/2025	333595	37 CINTAS CORPORATION		9340128469 5295694006 5295694005 5297951910 5297725401	BLANKET PO FOR ALL DEPARTMENT BLANKET PO FOR ALL DEPARTMENT BLANKET PO FOR ALL DEPARTMENT BLANKET PO FOR ALL DEPARTMENT BLANKET PO FOR ALL DEPARTMENT	2205405 540280 2205305 560230 2205405 560230 2201700 550800 2205115 560230		2026/4	292.63
								2026/4	644.24
								2026/4	88.69
								2026/4	32.96
								2026/4	100.70
						Total For Check # 333595			1,159.22
10/23/2025	333596	1391 CLEAN THE UNIFORM CO		52158576 52158576	52158576 52158576	2205410 540310 2205410 540330		2026/4	31.92
								2026/4	4.09
						Total For Check # 333596			36.01
10/23/2025	333597	3832 CLOSED LOOP FUND		1305 1306	1305 OCTOBER 2025 1306 OCTOBER 2025	2205010 584010 2205010 584010		2026/4	30,952.38
								2026/4	14,925.37
						Total For Check # 333597			45,877.75
10/23/2025	333598	5323 COLUMN SOFTWARE PBC		B6BD5005-0239	B6BD5005-0239	2205400 570160	2254401	2026/4	359.67
						Total For Check # 333598			359.67
10/23/2025	333599	5446 CONSOLIDATED PIPE &		OK2052092	SAMPLE STATIONS - BRANDY PARKS	2205404 570030	2554300	2026/4	24,355.10
						Total For Check # 333599			24,355.10
10/23/2025	333600	1270 CORE & MAIN		CNV1000014780 CNV1000014666 CNV1000014696	PO STOCK ORDER pw stock order pw stock	220 141000 220 141000 220 141000		2026/4	700.00
								2026/4	516.00
								2026/4	1,740.62
						Total For Check # 333600			2,956.62
10/23/2025	333603	3307 DP SUPPLY		036345	29"X45" Elliptical RCP -Matt Duran	2205305 560230		2026/4	2,031.15
						Total For Check # 333603			2,031.15
10/23/2025	333605	2107 EMPIRE PRINTING		59835	59835 MAY 23, 2025	2205415 560100		2026/4	538.86
						Total For Check # 333605			538.86
10/23/2025	333606	1231 AT&T MOBILITY LLC		287319128175X100820 287319128175X100820 287319128175X100820 287319128175X100820 287319128175X100820 287319128175X100820	287319128175X100820 287319128175X100820 287319128175X100820 287319128175X100820 287319128175X100820 287319128175X100820	2205115 550220 2205120 550220 2205200 550220 2205400 550220 2205405 550220 2205410 550220		2026/4	16.59
								2026/4	140.43
								2026/4	337.80
								2026/4	37.28
								2026/4	46.81
								2026/4	80.53



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				7089162	PW STOCK-DUSTIN	220 141000		2026/4	656.40
				7102703	BID NO 25.170 24" WL WACO TO	2205400 570150	WL23080	2026/4	8,196.82
						Total For Check # 333608			160,360.72
10/23/2025	333610	674 GARVER ENGINEERS		2401215-4	2025 On Call Water Modeling	2205205 530870	2552130	2026/4	2,870.50
						Total For Check # 333610			2,870.50
10/23/2025	333611	1256 GEODECA LLC		2505035C	2254400 Geodeca	2205400 570160	2254400	2026/4	47,047.00
				2310084B	2310084B OCT 7, 2025	2205415 570080	S.24010	2026/4	1,560.00
						Total For Check # 333611			48,607.00
10/23/2025	333616	76 GRAINGER		9659047337	Pw stock order	220 141000		2026/4	528.48
				9659047345	Manual 2-Way Ball Valve,NPT,316 SS	2205415 560410		2026/4	1,350.70
				9661444621	PW STOCK	220 141000		2026/4	58.76
				9661999079	Fan motor for Water Reclamation.-Bruce	2205410 560450		2026/4	303.42
				9666334181	PW Stock	220 141000		2026/4	473.40
						Total For Check # 333616			2,714.76
10/23/2025	333618	686 H G FLAKE SUPPLY CO		0419832-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/4	249.72
						Total For Check # 333618			249.72
10/23/2025	333619	106 HACH COMPANY		14700509	BLANKET PO CHEM/LAB SUPPLIES	2205410 560340		2026/4	688.10
						Total For Check # 333619			688.10
10/23/2025	333620	4111 HAMPSHIRE INDUSTRIAL		251029	251029	2205405 540550		2026/4	745.00
						Total For Check # 333620			745.00
10/23/2025	333621	369 HAYNES EQUIPMENT CO		INV8132047	HEP0042670: Hex Head Cap Screw	2205415 560410		2026/4	3,099.78
						Total For Check # 333621			3,099.78
10/23/2025	333622	1144 HDR, INC		1200762628	VRWTP Raw Water Pump Agreement	2205405 570160	2454140	2026/4	6,995.79
				1200762614	VRWTP On site Hypochlorite Brine Tank	2205405 570160	2154350	2026/4	15,005.22
						Total For Check # 333622			22,001.01
10/23/2025	333623	5440 HHM FACILITY MANAGEMENT,		169376	CUSTODIAL BID# 25.161	2205305 540070		2026/4	10.79
				169376	CUSTODIAL BID# 25.161	2201700 540280		2026/4	38.84
				169375	CUSTODIAL BID# 25.161	2205305 540070		2026/4	6.47
				169375	CUSTODIAL BID# 25.161	2201700 540280		2026/4	23.30



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10/23/2025	333631	3537 J & J BOWERS LAWN CARE	102025		BLANKET PO FOR LAWN CARE			175.20
						Total For Check # 333630		
						2205305 540280	2026/4	7,335.00
						Total For Check # 333631		7,335.00
10/23/2025	333635	5131 KEVIN BEHE	14707		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
			14707		CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
			14707		CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
			14707		CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
			14705		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
			14705		CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
			14705		CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
			14705		CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
			14706		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
			14706		CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
			14706		CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
			14706		CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
			14708		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
			14708		CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
			14708		CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
			14708		CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
			14704		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
			14704		CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
			14704		CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
			14704		CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
			14703		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.55
			14703		CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.62
			14703		CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.46
			14703		CITY COUNCIL 07/14/25	2205410 540070	2026/4	7.29
			14702		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.55
			14702		CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.62
			14702		CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.46
			14702		CITY COUNCIL 07/14/25	2205410 540070	2026/4	7.29
			14701		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.19
			14701		CITY COUNCIL 07/14/25	2205120 540070	2026/4	0.48
			14701		CITY COUNCIL 07/14/25	2205305 540070	2026/4	0.36
			14701		CITY COUNCIL 07/14/25	2205410 540070	2026/4	5.60
			14698		CITY COUNCIL 07/14/25	2205100 540070	2026/4	1.91



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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
17542	600001	2205010 560200		2026/4	66.65
17542	550433	2205010 560200		2026/4	63.72
17542	2803	2205010 560200		2026/4	56.05
17542	15W40BULK	2205010 560210		2026/4	129.24
17544	2253989	2205010 560200		2026/4	65.92
17544	2272926	2205010 560200		2026/4	141.82
17544	15W40BULK	2205010 560210		2026/4	122.06
17548	F244465DUEL	2205010 560190		2026/4	1,277.22
020234	TOYO556640	2205010 560190		2026/4	793.34
020235	5T903	2205010 560200		2026/4	241.81
020242	510001	2205010 560200		2026/4	394.44
020246	388BDM	2205010 560190		2026/4	1,204.00
020248	510001	2205010 560200		2026/4	-394.44
020254	K181267BXW	2205010 560200		2026/4	159.78
020258	46AWBULK	2205010 560200		2026/4	325.00
020261	388BDM	2205010 560190		2026/4	1,204.00
020262	2631040	2205010 560200		2026/4	1,166.90
020262		2205010 560200		2026/4	102.12
020264	1052096M	2205305 560200		2026/4	17.64
020264	1052095M	2205305 560200		2026/4	13.62
020264	7770009767	2205305 560200		2026/4	36.98
020264	7770012835	2205305 560200		2026/4	60.37
020264	PHCFE752PN	2205305 560200		2026/4	17.61
020264	PHPFE751PN	2205305 560200		2026/4	17.61
020264	574430	2205305 560210		2026/4	85.11
020264	789DEF	2205305 560210		2026/4	22.22
020265	LUGLOCK	2205010 560190		2026/4	133.50
020268	1120197	2205305 560200		2026/4	671.47
020268		2205305 560200		2026/4	16.84
10000827186	Napa operational expense	2205120 540280		2026/4	13,763.00
10000818905	Napa operational expense	2205120 540280		2026/4	14,917.00
10000819057	Napa operational expense	2205120 540280		2026/4	12,000.00
10000808369	Napa operational expense	2205120 540280		2026/4	1,309.00
020288	31MHD	2205305 560200		2026/4	291.66
020292	F013868	2205115 560190		2026/4	773.12
020293	TOYO520540	2205400 560190		2026/4	416.91
020294	F013868	2205115 560190		2026/4	193.28
020351	7182	2205305 560200		2026/4	10.71

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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
020351	3788	2205305 560200		2026/4	28.17
020351	600564	2205305 560200		2026/4	34.14
020351	15W40BULK	2205305 560210		2026/4	63.24
020363	N226205	2205010 560200		2026/4	3,055.56
020375	7240095	2205403 560200		2026/4	374.68
020375	7232486	2205403 560200		2026/4	45.84
020310	MTX48H6	2205410 560200		2026/4	234.26
020311	MTP65HD	2205410 560200		2026/4	151.63
020319	MTP24	2205403 560200		2026/4	199.61
020319	789DEF	2205403 560210		2026/4	44.44
020327	4469714IM	2205415 560200		2026/4	296.56
020329	7190	2205305 560200		2026/4	16.95
020329	600434	2205305 560200		2026/4	28.91
020329	3651XE	2205305 560200		2026/4	15.96
020329	6433	2205305 560200		2026/4	28.36
020329	15W40BULK	2205305 560210		2026/4	59.04
020330	789DEF	2205010 560210		2026/4	1,022.12
020333	V051135810	2205305 560200		2026/4	45.41
020333	V051135820	2205305 560200		2026/4	166.01
19926	366BDMDUAL	2205010 560190		2026/4	474.76
17457	1200012	2205100 560230		2026/4	293.70
17458	7182	2205400 560200		2026/4	10.71
17458	3788	2205400 560200		2026/4	28.17
17458	3966	2205400 560200		2026/4	16.32
17458	9082	2205400 560200		2026/4	12.77
17458	2812	2205400 560200		2026/4	87.45
17458	9520	2205400 560200		2026/4	44.88
17458	502	2205400 560200		2026/4	43.34
17458	15W40BULK	2205400 560210		2026/4	61.03
17462	388BDM	2205410 560190		2026/4	1,202.64
17470	F003159	2205305 560190		2026/4	2,419.16
17474	7234	2205305 560200		2026/4	307.68
17474	7234	2205305 560200		2026/4	54.00
17474	7234	2205305 560200		2026/4	-54.00
17476	7240095	2205410 560200		2026/4	374.68
17480	512246	2205400 560190		2026/4	1,081.12
17496	PD15	2205405 560210		2026/4	370.02
17500	388BDM	2205010 560190		2026/4	1,202.64



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020432	85001	2205010 560190	2026/4	106.44	
020432	366BDMDUAL	2205010 560190	2026/4	1,867.56	
020437	366BDMDUAL	2205010 560190	2026/4	1,867.56	
020437	F244465DUEL	2205010 560190	2026/4	678.84	
020442	57667	2205010 560200	2026/4	4,332.93	
020446	F003159	2205010 560190	2026/4	1,209.58	
020451	509350	2205010 560200	2026/4	216.67	
		Total For Check # 333644		78,973.89	
17506	4211	2205305 560200	2026/4	14.22	
17506	600451	2205305 560200	2026/4	29.72	
17506	100255	2205305 560200	2026/4	4.25	
17506	15W40BULK	2205305 560210	2026/4	35.90	
17511	85405	2205305 560210	2026/4	52.77	
17515	GR14CHTR	2205210 560210	2026/4	50.80	
17521	B55	2205415 560200	2026/4	94.26	
17525	7122BR	2205305 560200	2026/4	27.80	
17525	6700BR	2205305 560200	2026/4	-0.01	
17526	7060	2205200 560200	2026/4	4.25	
17526	2725	2205200 560200	2026/4	15.92	
17526	5W20BULK	2205200 560210	2026/4	23.66	
17537	HDRTU1GAL	2205305 560210	2026/4	51.48	
020240	3544667	2205010 560200	2026/4	106.62	
020267	GG4715QG	2205403 560200	2026/4	-90.00	
020272	2725	2205415 560200	2026/4	15.92	
020272	7060	2205415 560200	2026/4	4.25	
020272	4579	2205415 560200	2026/4	7.11	
020272	5W20BULK	2205415 560210	2026/4	21.14	
020272	2413	2205415 560230	2026/4	6.34	
020280	7060	2205200 560200	2026/4	4.25	
020280	4579	2205200 560200	2026/4	7.11	
020280	2725	2205200 560200	2026/4	15.92	
020280	5W20BULK	2205200 560210	2026/4	21.14	
020297	26RM68	2205305 560200	2026/4	36.84	
020297	6231	2205305 560210	2026/4	29.19	
020302	502	2205405 560200	2026/4	45.44	
020303	4325P	2205120 560230	2026/4	29.92	
020306	8822	2205120 560230	2026/4	59.92	

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020359	7222791		2205403 560200	2026/4	23.48
020359	6403		2205403 560230	2026/4	38.89
020361	S646194		2205010 560200	2026/4	98.94
020362	5698456		2205010 560200	2026/4	89.31
020366	46AW2BULK		2205010 560210	2026/4	97.79
020370	8212733		2205400 560210	2026/4	2.11
020370	85805		2205400 560210	2026/4	45.06
020383	33J870		2205120 560230	2026/4	58.96
020309	7502		2205415 560200	2026/4	4.25
020309	230266		2205415 560200	2026/4	10.91
020309	9883		2205415 560200	2026/4	12.73
020309	5W30BULK		2205415 560210	2026/4	28.98
020309	2413		2205410 560230	2026/4	6.34
020318	46AW2BULK		2205010 560210	2026/4	45.72
020331	6433		2205305 560200	2026/4	-28.36
020336	100002		2205010 560200	2026/4	36.40
020336			2205010 560200	2026/4	31.63
19925	HDRTU1GAL		2205010 560200	2026/4	102.96
19934	789DEF		2205400 560210	2026/4	11.11
19934	401P		2205400 560230	2026/4	19.26
19939	26267		2205400 560230	2026/4	55.87
19951	230266		2205406 560200	2026/4	10.91
19951	100050		2205406 560200	2026/4	4.55
19951	5W30BULK		2205406 560210	2026/4	24.24
17460	500876		2205410 560200	2026/4	58.89
17461	46AWBULK		2205410 560210	2026/4	49.60
17465	HDRTU1GAL		2205010 560210	2026/4	51.48
17466	HDRTU1GAL		2205010 560210	2026/4	51.48
17472	7060		2205120 560200	2026/4	4.25
17472	4579		2205120 560200	2026/4	7.11
17472	2725		2205120 560200	2026/4	15.92
17472	5W20BULK		2205120 560210	2026/4	27.04
17484	AF10060		2205410 560200	2026/4	92.04
17487	230074		2205205 560200	2026/4	14.22
17487	9634		2205205 560200	2026/4	10.61
17487	7045		2205205 560200	2026/4	4.25
17487	5W30BULK		2205205 560210	2026/4	22.86
17491	85124530		2205010 560210	2026/4	88.71



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NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
17497		HDRTU1GAL	2205010 560210		2026/4	60.06
020431		FA110G	2205305 560200		2026/4	60.00
020433		HLK2049	2205010 560200		2026/4	30.72
020443		HY379902	2205403 560200		2026/4	37.36
020443			2205403 560200		2026/4	12.08
020444		101NS8	2205010 560200		2026/4	5.24
020444		100WUSSH	2205010 560200		2026/4	6.80
020444		101128CH8P	2205010 560200		2026/4	16.12
020449		5526050X500	2205010 560200		2026/4	47.10
			Total For Check # 333645			2,332.11
17509		201057	2205305 560200		2026/4	14.38
17513		789DEF	2205410 560210		2026/4	22.22
17516		8235075	2205403 560200		2026/4	11.28
17519		375180	2205305 560200		2026/4	20.16
17522		9996049	2205010 560200		2026/4	22.22
17535		2413	2205305 560230		2026/4	5.78
020231		MT1116	2205400 560230		2026/4	3.68
020231		MT1115	2205400 560230		2026/4	3.08
020250		92709	2205120 560230		2026/4	6.64
020253		CISD12046	2205305 560200		2026/4	18.62
020256		46AWBULK	2205010 560210		2026/4	25.00
020257		46AWBULK	2205010 560210		2026/4	25.00
020259		46AWBULK	2205010 560210		2026/4	20.00
020260		7304011	2205403 560200		2026/4	16.79
020266		509543	2205010 560200		2026/4	26.89
020269		508391	2205010 560200		2026/4	10.67
020270		789DEF	2205415 560210		2026/4	11.11
020273		H6054N	2205010 560200		2026/4	8.57
020279		PKA0F3	2205120 560210		2026/4	10.92
020283		7301080	2205010 560200		2026/4	25.62
020285		HT1250L	2205120 560230		2026/4	11.64
020291		2413	2205010 560230		2026/4	6.34
020296		3895310	2205305 560200		2026/4	5.92
020299		789DEF	2205305 560210		2026/4	11.11
020344		8015466	2205305 560200		2026/4	25.52
020352		2413	2205305 560230		2026/4	6.34
020353		789DEF	2205400 560210		2026/4	11.11

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	PROJECT	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION	G/L NUMBER		
	020357	NPB16	2205415 560200	2026/4	7.27
	020357	CSD38018	2205415 560230	2026/4	5.18
	020357	NPB16	2205415 560230	2026/4	7.27
	020382	15655Z6L000	2205403 560200	2026/4	21.10
	020313	HDATFBULK	2205010 560210	2026/4	15.54
	020322	10171	2205305 560230	2026/4	8.79
	020323	60221B	2205405 560200	2026/4	20.76
	020338	789DEF	2205415 560210	2026/4	22.22
	020338	2413	2205415 560230	2026/4	3.17
	020339	FZ115040	2205120 560230	2026/4	18.30
	020340	2413	2205305 560230	2026/4	6.34
	19928	789DEF	2205400 560210	2026/4	22.22
	19943	6058	2205305 560200	2026/4	20.19
	19944	60250R	2205305 560200	2026/4	35.30
	19944	6058	2205305 560200	2026/4	-20.19
	19947	7301080	2205305 560200	2026/4	25.62
	19950	5439270	2205130 560200	2026/4	27.36
	19952	216806004	2205010 560200	2026/4	4.44
	19952	217131001	2205010 560200	2026/4	2.46
	19952	9045401	2205010 560200	2026/4	12.47
	19957	9080XL	2205010 560230	2026/4	15.56
	19963	2413	2205010 560230	2026/4	6.34
	17459	MJ252055	2205406 560200	2026/4	15.14
	17471	3196	2205305 560230	2026/4	11.46
	17473	HDRTU1GAL	2205010 560210	2026/4	17.16
	17477	481650300	2205305 560200	2026/4	8.56
	17477	3824021410	2205305 560200	2026/4	14.36
	17481	83052104K	2205010 560200	2026/4	20.38
	17485	826020	2205406 560210	2026/4	7.81
	17489	6013N	2205205 560200	2026/4	6.68
	17492	8822	2205120 560230	2026/4	7.49
	17493	DA1600	2205305 560200	2026/4	15.02
	17498	1551	2205415 560200	2026/4	6.85
	17501	46AWBULK	2205010 560210	2026/4	22.32
	020429	3128	2205010 560200	2026/4	-21.56
	020434	7301080	2205010 560200	2026/4	25.62
	020436	AHDWMPHDC1	2205305 560230	2026/4	7.84
	020440	46AW2BULK	2205010 560210	2026/4	15.24



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Check # 333646									
10/23/2025	333647		17531	EN92	2205305 560230		2026/4		3.04
			17543	7031697	2205305 560200		2026/4		4.93
			020244	NBCKT13	2205305 560230		2026/4		5.10
			020255	4057LLN	2205305 560200		2026/4		1.91
			020321	7629X12	2205010 560200		2026/4		1.60
			19937	3057N	2205406 560200		2026/4		0.54
			17463	2413	2205400 560230		2026/4		5.78
			17464	9832	2205403 560210		2026/4		4.81
					Total For Check # 333647				27.71
10/23/2025	333650	5336 MULTI SERVICE TECHNOLOGY	511DE8D8		Wayne Submersible Sump Pump # 101865	2205405 560450		2026/4	1,867.80
						Total For Check # 333650			1,867.80
10/23/2025	333651	5149 OFFEN PETROLEUM LLC	INV1823432		(URGENT) DIESEL GENERATOR FUEL	2205405 560210		2026/4	2,615.28
						Total For Check # 333651			2,615.28
10/23/2025	333654	98 OKLAHOMA NATURAL GAS CO	110016445 10142025	210105033 1100164 45 OCT 14, 2025 400	2205100 550240		2026/4		168.63
			179009782 10142025	211104019 1790097 82 OCT 14, 2025 430	2205100 550240		2026/4		168.63
						Total For Check # 333654			337.26
10/23/2025	333658	2550 POLLARD WATER	0297582		Valve box cleaner	2205400 560240		2026/4	358.04
						Total For Check # 333658			358.04
10/23/2025	333659	4508 C A ASSETS LLC	164238		164238 ROLLUP DOOR REPAIR	2205410 540070		2026/4	345.00
						Total For Check # 333659			345.00
10/23/2025	333660	5333 PRODIGY LAWN & LANDSCAPE	4015		BLANKET PO FOR LAWN CARE	2205305 540280		2026/4	4,997.00
						Total For Check # 333660			4,997.00
10/23/2025	333661	1672 PURVIS INDUSTRIES	32259160		3/3V4.75-SDS	2205415 560410		2026/4	345.13
						Total For Check # 333661			345.13
10/23/2025	333666	4816 RIVER CITY HYDRAULICS INC	61905		unit 2207	2205010 540200		2026/4	29,787.26
						Total For Check # 333666			29,787.26
10/23/2025	333669	335 SERVICE OKLAHOMA	L0232656088		LO232656088	2205405 560230		2026/4	51.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Check # 333669									
10/23/2025	333670	81 SHERWIN WILLIAMS CO	3838-5 3703-1 3742-9 3900-3 3986-2 4086-0 0175-5	PA 8 FINAL 2454460 08/19/25 22501191 PA 8 FINAL 2454460 08/19/25 22501191	2205400 570150 2205400 570150 2205400 570150 2205400 570150 2205400 570150 2205400 570150 2205400 570150	2454460 2454460 2454460 2454460 2454460 2454460 2454460	2026/3 2025/12 2025/12 2026/3 2026/3 2026/3 2026/3	1,083.40 5,266.72 5,820.71 8,581.87 959.88 16,809.72 571.00	51.00
									39,093.30
10/23/2025	333674	4931 HOWARD DCIII LLC	T3076	UNIT # 2215		2205403 540200		2026/4	1,774.41
						Total For Check # 333674			1,774.41
10/23/2025	333682	533 BROKEN ARROW INSURANCE	3199051	3199051 BATTLECRE-07 2024-2025		2201700 550760		2026/4	290.39
						Total For Check # 333682			290.39
10/23/2025	333683		3199062	3199062 BATTLECRE-07 LQ2013369A		2201700 550760		2026/4	275.00
						Total For Check # 333683			275.00
10/23/2025	333684	1104 TIGER, INC.	0925229886 0925229873 0925229845	0925229886 SEPT 1-30, 2025 213245206 0925229873 SEPT 1-30, 2025 211104019 0925229845 SEPT 1-30, 2025 210105033		2205120 550240 2205100 550240 2205100 550240		2026/4 2026/4 2026/4	143.44 2.93 2.93
						Total For Check # 333684			149.30
10/23/2025	333686	4478 TRANSCO SUPPLY COMPANY	1063718 1063717 1063737	PW STOCK replacement parts for hard hats PW STOCK		220 141000 220 141000 220 141000		2026/4 2026/4 2026/4	190.40 80.00 798.00
						Total For Check # 333686			1,068.40
10/23/2025	333687	526 TRANSMISSION CLINICS LTD	11404 11339	UNIT # 1626 Unit # 1732		2205210 540200 2205305 540200		2026/4 2026/4	1,010.65 5,727.80
						Total For Check # 333687			6,738.45
10/23/2025	333688	929 TULSA CLEANING SYSTEMS	76543	76543 OCT 16, 2025		2205120 540290		2026/4	282.00
						Total For Check # 333688			282.00
10/23/2025	333689	1230 TULSA COUNTY	10014930	10014930 OCT 15, 2025		2205400 550360		2026/4	20.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
							Total For Check # 333689		20.00
10/23/2025	333690			10014931	10014931 OCT 15, 2025		2205400 550360	2026/4	20.00
							Total For Check # 333690		20.00
10/23/2025	333691			10014932	10014932 OCT 15, 2025		2205400 550360	2026/4	20.00
							Total For Check # 333691		20.00
10/23/2025	333692			10014933	10014933 OCT 15, 2025		2205400 550360	2026/4	20.00
							Total For Check # 333692		20.00
10/23/2025	333693			10014934	10014934 OCT 15, 2025		2205400 550360	2026/4	20.00
							Total For Check # 333693		20.00
10/23/2025	333694			10014935	10014935 OCT 15, 2025		2205400 550360	2026/4	20.00
							Total For Check # 333694		20.00
10/23/2025	333695			10014937	10014937 OCT 15, 2025		2205010 550360	2026/4	43.27
							Total For Check # 333695		43.27
10/23/2025	333696			10014938	10014938 OCT 15, 2025		2205010 550360	2026/4	100.00
							Total For Check # 333696		100.00
10/23/2025	333697			10014939	10014939 OCT 15, 2025		2205010 550360	2026/4	80.00
							Total For Check # 333697		80.00
10/23/2025	333700	1489 TULSA HEALTH DEPARTMENT	NV2510011		NV2510011		2205404 530340	2026/4	4,951.00
							Total For Check # 333700		4,951.00
10/23/2025	333702	4962 TULSA WINWATER CO.	033439 01		REQ BY CHRIS HOUCK		2205400 560380	2026/4	2,367.96
							Total For Check # 333702		2,367.96
10/23/2025	333703	1808 TULSA'S GREEN COUNTRY	111408		111408		2205010 550370	2026/4	11,971.43
			111509		111509 OCT 17, 2025		2205120 550370	2026/4	369.92
			111508		111508 OCT 17, 2025		2205120 550370	2026/4	685.44
			111405		111405		2205115 550370	2026/4	707.20
			111407		111407		2205120 550370	2026/4	924.80
			111406		111406		2205120 550370	2026/4	685.44



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				111510	111510	2205010 550370		2026/4	11,731.51
						Total For Check # 333703			27,075.74
10/23/2025	333704	1324 ULINE		198729645	H-5919 DRY ERASE CALENDAR - 1	2205405 560230		2026/4	176.93
				198729645	H-5919 DRY ERASE CALENDAR - 1	2205405 560240		2026/4	2,171.34
						Total For Check # 333704			2,348.27
10/23/2025	333705	44 UTILITY SUPPLY		217114	24" butterfly valve-req by Bryce Campbell	2205400 570150	WL23080	2026/4	8,030.00
				217115	for chris	2205400 560400		2026/4	632.00
				217238	PW STOCK	220 141000		2026/4	270.00
				217492	217492 FIRE HYDRANT PARTS	2205400 560370		2026/4	700.00
						Total For Check # 333705			9,632.00
10/23/2025	333706	1633 VALBRIDGE PROPERTY		OK01-25-1856-001	OK01-25-1856-001	2205410 570080	2154250	2026/4	1,250.00
						Total For Check # 333706			1,250.00
10/23/2025	333707	868 COUNTRY FORD-MERCURY INC	84713		CITY COUNCIL APPROVED 05/20/2025	2205405 570020	2560450	2026/4	28,672.00
						Total For Check # 333707			28,672.00
10/23/2025	333710	897 WASTE MANAGEMENT QUARRY	0068473-2185-5	0068473-2185-1	CUST ID 2-70303-63000	2205410 540300		2026/4	14,017.72
			0068478-2185-4	0068478-2185-4	CUST ID 5-50248-03006	2205010 540300		2026/4	1,865.13
			0068482-2185-6	0068482-2185-6	cust id 6-95673-83006	2205010 540300		2026/4	96,370.46
						Total For Check # 333710			112,253.31
10/23/2025	333712	1095 WINDSTREAM HOLDINGS II LLC	101238789	10092025	FY26 ANNUAL AGREEMENT	2205415 550220		2026/4	86.50
						Total For Check # 333712			86.50
						Total For Fund 220			2,212,267.10
						Number of Invoices For Fund 220			1,129



City of Broken Arrow

Request for Action

File #: 25-1565, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-04-2025

Title:

Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Tri-Star Construction, LLC, a construction contract for the Houston Street Improvements from 23rd Street to Old Highway 51 (Project No. ST1926A/WL26040)

Background:

Included in Proposition 1 of the 2018 GO Bond, this project provides for widening of Houston Street from two lanes to five lanes for approximately 2,500 L.F. between 23rd Street and 31st Street (Old Highway 51). The project also includes construction of approximately 2,750 L.F. of 12", 8" and 6" PVC water line, 5,200 L.F. of 5' wide concrete sidewalk, 4,900 L.F. of 6" curb and gutter, 3,900 L.F. of enclosed storm sewer, as well as traffic signal modifications.

Design was completed and the project was advertised for bidding on October 6th and 13th, 2025. Bids were opened on October 29th, 2025 with five (5) bids received, all of which being responsive. A certified bid tabulation is attached.

The bids submitted were composed of one hundred eight (108) total pay items which included eighty-two (82) items to form the total base roadway bid and twenty six (26) items to form the total base waterline bid. The lowest responsible bidder was Tri-Star Construction, LLC, with a total bid of \$4,015,000.00 (\$470,370.00 for waterline). The total engineer's estimate for this project was \$5,242,076.20.

For the waterline portion of the project, BAMA (\$100,000.00 available) and OWRB Loan monies (\$250,000.00 available) are being used to partially fund construction. Funding necessary to cover waterline construction above the identified \$350,000.00 will be appropriated from 2018 GO Bond Proposition 1 funds (\$120,370.00). Due to this, a companion item is on the City Council agenda for consideration.

Cost: \$350,000.00

Funding Source: BAMA, OWRB Loan

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Approve and authorize award to the lowest responsible bidder, Tri-Star Construction, LLC, a construction contract for the Houston Street Improvements from 23rd Street to Old Highway 51 (Project No.

BID TABULATION
HOUSTON STREET IMPROVEMENTS FROM 23RD STREET TO OLD HIGHWAY 51
PROJECT NO. ST1926A/WL26040, BID NO. 26.123, QUESTCDN NO. 9905708
BID OPENING 10/29/2025 02:00 PM CDT

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Tri-Star Construction, LLC		Cherokee Pride Construction Inc./ Sapulpa, ok		BECCO CONTRACTORS, INC.		Grade Line Construction, LLC		TimberWolf Excavating LLC			
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
BASE BID-ROADWAY																		
1	202(A)	UNCLASSIFIED EXCAVATION	CY	10633	\$12.00	\$127,596.00	\$26.00	\$276,458.00	\$20.00	\$212,660.00	\$40.00	\$425,320.00	\$37.50	\$398,737.50	\$22.00	\$233,926.00		
2	205(A)	TYPE A-SALVAGED TOPSOIL	LSUM	1	\$30,000.00	\$30,000.00	\$19,000.00	\$19,000.00	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$86,500.00	\$86,500.00		
3	221(H)	(PL)TEMPORARY INLET SEDIMENT FILTER	EA	26	\$500.00	\$13,000.00	\$150.00	\$3,900.00	\$500.00	\$13,000.00	\$400.00	\$10,400.00	\$295.00	\$7,670.00	\$850.00	\$22,100.00		
4	230(A)	SOLID SLAB SODDING	SY	5640	\$5.50	\$31,020.00	\$4.30	\$24,252.00	\$5.00	\$28,200.00	\$5.00	\$28,200.00	\$5.30	\$29,892.00	\$6.50	\$36,660.00		
5	303(A)	AGGREGATE BASE TYPE A	CY	3851	\$65.00	\$250,315.00	\$53.00	\$204,103.00	\$55.00	\$211,805.00	\$62.00	\$238,762.00	\$65.00	\$250,315.00	\$55.00	\$211,805.00		
6	310(B)	SUBGRADE, METHOD B	SY	17144	\$3.00	\$51,432.00	\$2.00	\$34,288.00	\$1.00	\$17,144.00	\$1.00	\$17,144.00	\$2.00	\$34,288.00	\$11.50	\$197,156.00		
7	325	SEPARATOR FABRIC	SY	16968	\$2.25	\$38,178.00	\$1.30	\$22,058.40	\$2.00	\$33,936.00	\$1.00	\$16,968.00	\$2.00	\$33,936.00	\$2.00	\$33,936.00		
8	326(B)	GEOGRID REINFORCEMENT	SY	16744	\$4.00	\$66,976.00	\$1.50	\$25,116.00	\$2.00	\$33,488.00	\$2.00	\$33,488.00	\$5.00	\$83,720.00	\$3.00	\$50,232.00		
9	402(E)	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	70	\$70.00	\$4,900.00	\$26.00	\$1,820.00	\$100.00	\$7,000.00	\$50.00	\$3,500.00	\$35.00	\$2,450.00	\$125.00	\$8,750.00		
10	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	7528	\$105.00	\$790,440.00	\$89.00	\$669,992.00	\$95.00	\$715,160.00	\$85.00	\$639,880.00	\$92.50	\$696,340.00	\$102.00	\$767,856.00		
11	411(C)	SUPERPAVE, TYPE S4(PG 70-28 OK)	TON	1719	\$130.00	\$223,470.00	\$121.00	\$207,999.00	\$125.00	\$214,875.00	\$95.00	\$163,305.00	\$122.00	\$209,718.00	\$135.00	\$232,065.00		
12	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	262	\$150.00	\$39,300.00	\$130.00	\$34,060.00	\$115.00	\$30,130.00	\$85.00	\$22,270.00	\$115.00	\$30,130.00	\$126.00	\$33,012.00		
13	501(A)	STRUCTURAL EXCAVATION UNCLASSIFIED	CY	40	\$40.00	\$1,600.00	\$65.00	\$2,600.00	\$8,000.00	\$60.00	\$2,400.00	\$50.00	\$2,000.00	\$250.00	\$10,000.00			
14	501(G)	CLSM BACKFILL	CY	114	\$275.00	\$31,350.00	\$130.00	\$14,820.00	\$150.00	\$17,100.00	\$120.00	\$13,680.00	\$150.00	\$17,100.00	\$250.00	\$28,500.00		
15	504(F)	HANDRAILING	LF	30	\$250.00	\$7,500.00	\$150.00	\$4,500.00	\$200.00	\$6,000.00	\$175.00	\$5,250.00	\$250.00	\$7,500.00	\$120.00	\$3,600.00		
16	509(A)	CLASS AA CONCRETE	CY	317	\$850.00	\$269,450.00	\$775.00	\$245,675.00	\$700.00	\$221,900.00	\$900.00	\$235,300.00	\$910.00	\$288,470.00	\$880.00	\$278,960.00		
17	509(D)	CLASS C CONCRETE	CY	34	\$450.00	\$15,300.00	\$400.00	\$13,600.00	\$600.00	\$20,400.00	\$600.00	\$20,400.00	\$600.00	\$20,400.00	\$653.00	\$22,202.00		
18	511(A)	REINFORCING STEEL	LB	52126	\$1.50	\$78,189.00	\$1.00	\$52,126.00	\$1.00	\$52,126.00	\$1.00	\$52,126.00	\$1.75	\$91,220.50	\$2.10	\$109,464.60		
19	601(B)	TYPE I PLAIN RIPRAP WITH FILTER BLANKET	TON	100	\$100.00	\$10,000.00	\$70.00	\$7,000.00	\$120.00	\$12,000.00	\$55.00	\$5,500.00	\$115.00	\$11,500.00	\$150.00	\$15,000.00		
20	609(A)	CONC.CURB(6" BARRIER-INTEGRAL)	LF	400	\$12.00	\$4,800.00	\$21.50	\$8,600.00	\$30.00	\$12,000.00	\$5.00	\$2,000.00	\$40.00	\$16,000.00	\$25.00	\$10,000.00		
21	609(B)	COMBINED CURB & GUTTER(6" BARRIER)	LF	4972	\$40.00	\$198,880.00	\$28.00	\$139,216.00	\$30.00	\$149,160.00	\$35.00	\$174,020.00	\$40.00	\$198,880.00	\$31.00	\$154,132.00		
22	610(A)	4" CONCRETE SIDEWALK	SY	2897	\$65.00	\$188,305.00	\$57.00	\$165,129.00	\$70.00	\$202,790.00	\$85.00	\$246,245.00	\$75.00	\$217,275.00	\$76.00	\$220,172.00		
23	610(I)	TACTILE WARNING DEVICE-NEW	SF	140	\$50.00	\$7,000.00	\$24.00	\$3,360.00	\$30.00	\$4,200.00	\$30.00	\$4,200.00	\$35.00	\$4,900.00	\$50.00	\$7,000.00		
24	611(A)	SPECIAL MANHOLE	EA	1	\$2,500.00	\$2,500.00	\$2,160.00	\$5,000.00	\$10,556.30	\$10,556.30	\$15,000.00	\$15,000.00	\$12,500.00					
25	611(A)	(PL) MANHOLE (4" DIA.)	EA	1	\$5,500.00	\$5,500.00	\$3,750.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$6,500.00	\$7,650.00				
26	611(G)	INLET (SMD-TYPE 1)	EA	1	\$4,500.00	\$4,500.00	\$4,100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,850.00				
27	611(G)	S-27 INLET DRAIN	EA	21	\$10,000.00	\$210,000.00	\$6,200.00	\$130,200.00	\$4,500.00	\$6,500.00	\$136,500.00	\$8,200.00	\$172,200.00	\$6,580.00	\$138,180.00			
28	611(G)	INLET CI DES. 2 (STD)	EA	4	\$5,500.00	\$22,000.00	\$5,700.00	\$22,800.00	\$6,000.00	\$24,000.00	\$6,500.00	\$26,000.00	\$7,200.00	\$28,800.00	\$7,420.00	\$29,680.00		
29	611(H)	ADD'L DEPTH IN INLET CI DES. 2	VF	5	\$530.00	\$2,650.00	\$450.00	\$2,250.00	\$200.00	\$1,000.00	\$400.00	\$2,000.00	\$600.00	\$3,000.00	\$650.00	\$3,250.00		
30	612(A)	MANHOLES ADJUST TO GRADE	EA	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,650.00	\$1,650.00	\$2,500.00			
31	613(A)	15" R.C.PIPE CLASS III	LF	10	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$85.00	\$85.00	\$130.00	\$200.00	\$200.00	\$1,300.00	\$2,000.00	\$156.00		
32	613(A)	18" R.C.PIPE CLASS III	LF	2861	\$130.00	\$371,930.00	\$105.00	\$300,405.00	\$86.00	\$246,046.00	\$130.00	\$371,930.00	\$105.00	\$300,405.00	\$168.00	\$480,648.00		
33	613(A)	24" R.C.PIPE CLASS III	LF	570	\$145.00	\$82,650.00	\$130.00	\$74,100.00	\$100.00	\$57,000.00	\$145.00	\$82,650.00	\$140.00	\$79,800.00	\$189.00	\$107,730.00		
34	613(A)	30" R.C.PIPE CLASS III	LF	195	\$170.00	\$33,150.00	\$180.00	\$35,100.00	\$175.00	\$34,125.00	\$150.00	\$29,250.00						

BID TABULATION
HOUSTON STREET IMPROVEMENTS FROM 23RD STREET TO OLD HIGHWAY 51
PROJECT NO. ST1926A/WL26040, BID NO. 26.123, QUESTCDN NO. 9905708
BID OPENING 10/29/2025 02:00 PM CDT

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Tri-Star Construction, LLC		Cherokee Pride Construction Inc./ Sapulpa, ok		BECCO CONTRACTORS, INC.		Grade Line Construction, LLC		TimberWolf Excavating LLC			
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
BASE BID-ROADWAY																		
1	202(A)	UNCLASSIFIED EXCAVATION	CY	10633	\$12.00	\$127,596.00	\$26.00	\$276,458.00	\$20.00	\$212,660.00	\$40.00	\$425,320.00	\$37.50	\$398,737.50	\$22.00	\$233,926.00		
2	205(A)	TYPE A-SALVAGED TOPSOIL	LSUM	1	\$30,000.00	\$30,000.00	\$19,000.00	\$19,000.00	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$86,500.00	\$86,500.00		
3	221(H)	(PL)TEMPORARY INLET SEDIMENT FILTER	EA	26	\$500.00	\$13,000.00	\$150.00	\$3,900.00	\$500.00	\$13,000.00	\$400.00	\$10,400.00	\$295.00	\$7,670.00	\$850.00	\$22,100.00		
4	230(A)	SOLID SLAB SODDING	SY	5640	\$5.50	\$31,020.00	\$4.30	\$24,252.00	\$5.00	\$28,200.00	\$5.00	\$28,200.00	\$5.30	\$29,892.00	\$6.50	\$36,660.00		
5	303(A)	AGGREGATE BASE TYPE A	CY	3851	\$65.00	\$250,315.00	\$53.00	\$204,103.00	\$55.00	\$211,805.00	\$62.00	\$238,762.00	\$65.00	\$250,315.00	\$55.00	\$211,805.00		
6	310(B)	SUBGRADE, METHOD B	SY	17144	\$3.00	\$51,432.00	\$2.00	\$34,288.00	\$1.00	\$17,144.00	\$1.00	\$17,144.00	\$2.00	\$34,288.00	\$11.50	\$197,156.00		
7	325	SEPARATOR FABRIC	SY	16968	\$2.25	\$38,178.00	\$1.30	\$22,058.40	\$2.00	\$33,936.00	\$1.00	\$16,968.00	\$2.00	\$33,936.00	\$2.00	\$33,936.00		
8	326(B)	GEOGRID REINFORCEMENT	SY	16744	\$4.00	\$66,976.00	\$1.50	\$25,116.00	\$2.00	\$33,488.00	\$2.00	\$33,488.00	\$5.00	\$83,720.00	\$3.00	\$50,232.00		
9	402(E)	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	70	\$70.00	\$4,900.00	\$26.00	\$1,820.00	\$100.00	\$7,000.00	\$50.00	\$3,500.00	\$35.00	\$2,450.00	\$125.00	\$8,750.00		
10	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	7528	\$105.00	\$790,440.00	\$89.00	\$669,992.00	\$95.00	\$715,160.00	\$85.00	\$639,880.00	\$92.50	\$696,340.00	\$102.00	\$767,856.00		
11	411(C)	SUPERPAVE, TYPE S4(PG 70-28 OK)	TON	1719	\$130.00	\$223,470.00	\$121.00	\$207,999.00	\$125.00	\$214,875.00	\$95.00	\$163,305.00	\$122.00	\$209,718.00	\$135.00	\$232,065.00		
12	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	262	\$150.00	\$39,300.00	\$130.00	\$34,060.00	\$115.00	\$30,130.00	\$85.00	\$22,270.00	\$115.00	\$30,130.00	\$126.00	\$33,012.00		
13	501(A)	STRUCTURAL EXCAVATION UNCLASSIFIED	CY	40	\$40.00	\$1,600.00	\$65.00	\$2,600.00	\$8,000.00	\$60.00	\$2,400.00	\$50.00	\$2,000.00	\$250.00	\$10,000.00			
14	501(G)	CLSM BACKFILL	CY	114	\$275.00	\$31,350.00	\$130.00	\$14,820.00	\$150.00	\$17,100.00	\$120.00	\$13,680.00	\$150.00	\$17,100.00	\$250.00	\$28,500.00		
15	504(F)	HANDRAILING	LF	30	\$250.00	\$7,500.00	\$150.00	\$4,500.00	\$200.00	\$6,000.00	\$175.00	\$5,250.00	\$250.00	\$7,500.00	\$120.00	\$3,600.00		
16	509(A)	CLASS AA CONCRETE	CY	317	\$850.00	\$269,450.00	\$775.00	\$245,675.00	\$700.00	\$221,900.00	\$900.00	\$235,300.00	\$910.00	\$288,470.00	\$880.00	\$278,960.00		
17	509(D)	CLASS C CONCRETE	CY	34	\$450.00	\$15,300.00	\$400.00	\$13,600.00	\$600.00	\$20,400.00	\$600.00	\$20,400.00	\$600.00	\$20,400.00	\$653.00	\$22,202.00		
18	511(A)	REINFORCING STEEL	LB	52126	\$1.50	\$78,189.00	\$1.00	\$52,126.00	\$1.00	\$52,126.00	\$1.00	\$52,126.00	\$1.75	\$91,220.50	\$2.10	\$109,464.60		
19	601(B)	TYPE I PLAIN RIPRAP WITH FILTER BLANKET	TON	100	\$100.00	\$10,000.00	\$70.00	\$7,000.00	\$120.00	\$12,000.00	\$55.00	\$5,500.00	\$115.00	\$11,500.00	\$150.00	\$15,000.00		
20	609(A)	CONC.CURB(6" BARRIER-INTEGRAL)	LF	400	\$12.00	\$4,800.00	\$21.50	\$8,600.00	\$30.00	\$12,000.00	\$5.00	\$2,000.00	\$40.00	\$16,000.00	\$25.00	\$10,000.00		
21	609(B)	COMBINED CURB & GUTTER(6" BARRIER)	LF	4972	\$40.00	\$198,880.00	\$28.00	\$139,216.00	\$30.00	\$149,160.00	\$35.00	\$174,020.00	\$40.00	\$198,880.00	\$31.00	\$154,132.00		
22	610(A)	4" CONCRETE SIDEWALK	SY	2897	\$65.00	\$188,305.00	\$57.00	\$165,129.00	\$70.00	\$202,790.00	\$85.00	\$246,245.00	\$75.00	\$217,275.00	\$76.00	\$220,172.00		
23	610(I)	TACTILE WARNING DEVICE-NEW	SF	140	\$50.00	\$7,000.00	\$24.00	\$3,360.00	\$30.00	\$4,200.00	\$30.00	\$4,200.00	\$35.00	\$4,900.00	\$50.00	\$7,000.00		
24	611(A)	SPECIAL MANHOLE	EA	1	\$2,500.00	\$2,500.00	\$2,160.00	\$5,000.00	\$10,556.30	\$10,556.30	\$15,000.00	\$15,000.00	\$12,500.00					
25	611(A)	(PL) MANHOLE (4" DIA.)	EA	1	\$5,500.00	\$5,500.00	\$3,750.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$6,500.00	\$7,650.00				
26	611(G)	INLET (SMD-TYPE 1)	EA	1	\$4,500.00	\$4,500.00	\$4,100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,850.00				
27	611(G)	S-27 INLET DRAIN	EA	21	\$10,000.00	\$210,000.00	\$6,200.00	\$130,200.00	\$4,500.00	\$6,500.00	\$136,500.00	\$8,200.00	\$172,200.00	\$6,580.00	\$138,180.00			
28	611(G)	INLET CI DES. 2 (STD)	EA	4	\$5,500.00	\$22,000.00	\$5,700.00	\$22,800.00	\$6,000.00	\$24,000.00	\$6,500.00	\$26,000.00	\$7,200.00	\$28,800.00	\$7,420.00	\$29,680.00		
29	611(H)	ADD'L DEPTH IN INLET CI DES. 2	VF	5	\$530.00	\$2,650.00	\$450.00	\$2,250.00	\$200.00	\$1,000.00	\$400.00	\$2,000.00	\$600.00	\$3,000.00	\$650.00	\$3,250.00		
30	612(A)	MANHOLES ADJUST TO GRADE	EA	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,650.00	\$1,650.00	\$2,500.00			
31	613(A)	15" R.C.PIPE CLASS III	LF	10	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$85.00	\$85.00	\$130.00	\$200.00	\$200.00	\$1,300.00	\$2,000.00	\$156.00		
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**Public Contract
Application for
Contract Change Order #**

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Project Name: Old Adams Creek Lift Station-FEB Improvements Project Number: 2154330
 PO Number: 22401835 Date of Application: _____
 Contractor: Cherokee Pride Construction, Inc Submitted By: _____

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- 1) None
- 2) None

Change in Contractual Project Time:

- 1) 205 additional days requested due to pump acquisition delays and heavy rain events during the concrete construction of the FEB.
- 2) The additional days are also requested for the time the City of Broken Arrow needed to use the FEB as a holding basin for a sanitary sewer pump around during a large emergency sewer trunk line the Utility Division had to repair.

Plan Sheets or Additional Documents Attached: Yes No Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
N/A	N/A		N/A	\$	0	\$ -
					\$	-

Total Change Cost: \$ -

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 2,586,836.00
Current Change Order:	\$ -	Amended Contract Amount:	\$ -
Total Cost of Change Orders:	\$ -	Percent Change in Contract:	0.00%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # <u>0</u> in the sum of: \$ -	has been reviewed by all parties and is recommended for approval by:
<u>Martin E. York Jr.</u> Name	<u>John E. Fleg</u> Signature
<u>10/11/25</u> Date	
Construction Division Manager:	<u>Nathanael Kohl</u> Name
	<u>Nathanael Kohl</u> Signature
	10/9/2025
Director of Engineering & Construction:	<u>Charlie Bright</u> Name
	<u>Charlie Bright</u> Signature
	10/15/2025
Assistant City Manager - Operations:	<u>Kenneth D Schwab</u> Name
	<u>Kenneth D Schwab</u> Signature
	10/15/2025
City Manager:	<u>Michael Spurgeon</u> Name
	<u>Michael Spurgeon</u> Signature
	Date

This Change is Executed Through:

This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.
 or
 This change to the contract documents was approved at the City Council/BAMA meeting held on: _____

Council Agenda Number: _____

City Clerk: _____