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, September 2, 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.	25-44	Approval of the Broken Arrow Municipal Authority Meeting Minutes of August 19, 2025
B.	25-1130	Approval of and authorization to execute an integrated supply agreement Renewal No. 2 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the City of Broken Arrow pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC
C.	25-1159	Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for July 2025
D.	25-1243	Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of July 2025
E.	25-1244	Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of July 2025
F.	25-1261	Approval of and authorization to award bid 25.179 Trucking Service to Bear Down Logistics Inc as Primary and Perimeter Global Logistics as backup vendor
G.	25-1249	Approval of and authorization to execute the purchase of one (1) 747 TK PTO ECO Jetter Truck from River City Hydraulics pursuant to the Sourcewell Cooperative Purchasing Contract

H. 25-1251 Approval of and authorization to execute the purchase of one (1) Hydro Vactor Trailer from Vermeer Great Plains, pursuant to the Sourcewell Cooperative Purchasing Contract

I. 25-1236 Approval of and authorization to execute the purchase of one (1) Kubota Model: KX033-4R3A Hydraulic Excavator from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA)

J. 25-1255 Approval of and authorization to purchase one (1) John Deere Tractor and Flail Mower Attachments from P&K Equipment., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)

K. 25-1256 Approval of and authorization to purchase one (1) Ford F-150 Crew Cab 4x4 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Engineering & Construction Department

L. 25-1246 Ratification of the Claims List Check Register Dated August 25, 2025

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business

A. 25-1214 Consideration, discussion, and possible approval of award of the lowest responsible bid to Crossland Heavy Contractor's, Inc. and authorize execution of a construction contract for the Verdigris River Water Treatment Plant Raw Water Pump Station Improvements (Project No. 2454140)

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 #: 25-44, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 09-02-2025

Title:
Approval of the Broken Arrow Municipal Authority Meeting Minutes of August 19, 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: August 19, 2025 Broken Arrow Municipal Authority Minutes

Recommendation:
Approve the minutes of the August 19, 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, August 19, 2025 **Council Chambers**

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 7:17 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

A. 25-43 **Approval of the Broken Arrow Municipal Authority Meeting Minutes of August 04, 2025**

B. **25-1173** **Ratification of the City Manager executed Professional Services contract with Velocity by Cogent for emergency sewer bypass services for the Haikey Creek trunk sewer line**

C. 25-1148 **Approval of and authorization to execute Change Order No. 2 with Kimery Painting Inc for the Tiger Hill East Water Tank Restoration (2454460)**

D. 25-1034 **Approval of and authorization to execute a Professional Consultant Agreement with RJN Group, Inc. for the Lynn Lane Trunk Sewer Phase II Rehabilitation (S.25050)**

E. 25-1164 **Approval of and authorization to purchase one (1) 323 Excavator with mulching attachment, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)**

F. 25-1201 **Approval of and authorization to purchase one (1) ¾ Ton Crew Cab Truck, from Carter Chevrolet, pursuant to the State of Oklahoma contract, category #25101507 Item #1000009355**

G. 25-1166 **Approval of and authorization to purchase four (4) Zero Turn Mowers, from Stewart Martin Kubota, pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)**

H. 25-1192 **Approval of and authorization to execute the purchase of one (1) Caterpillar Model: 306 CR AA Hydraulic Excavator from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA)**

I. 25-1195 **Approval of and authorization to execute the purchase of one (1) Caterpillar Model: 275 C3H2 Skid Steer Loader from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA)**

J. 25-1194 **Approval of and authorization to execute the purchase of one (1) Caterpillar Model: 306 CR AA Hydraulic Excavator from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA)**

K. 25-1193 **Approval of and authorization to execute the purchase of one (1) Caterpillar Model: 255 C3H3 Skid Steer Loader from Warren Caterpillar Inc., pursuant to the Sourcewell**

Cooperative Purchasing Contract (formerly NJPA)

L. 25-1178 Ratification of the Claims List Check Register Dated August 12, 2025

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
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

A. 25-1207 Presentation regarding road closure of Main Street just north of the intersection with Fort Worth in association with the Old Town Waterline Improvements Projects

Tim Robins, Utilities Director, presented Item 25-1207, planned Main Street road closure related to water quality improvements downtown. City crews will replace aging cast-iron water lines near the railroad with a new 12-inch line tied in by the farmer's market pavilion and extending east toward Houston. Work begins once the farmer's market clears that evening, with excavation completed overnight and traffic plates placed by 7 a.m. Asphalt repairs will follow in collaboration with the Streets Department, causing only minor one-lane closures during the week. The entire project will be completed in-house and wrapped up by the end of the week.

B. 25-1172 Presentation of update of the pilot study Phase 2 for County Line Trunk Sewer Odor Control System

Tim Robins, Utilities Director, presented Item 25-1172, an update on Phase Two of the County Line Trunk Sewer Odor Control pilot program. He explained that Broken Arrow's aging sewer infrastructure, with over 600 miles of lines and many lift stations, creates odor problems, particularly along County Line. A holistic approach has been used—biological treatments with Biochem bacteria, odor control units to let the system "breathe," and mechanical improvements at lift stations.

The Biochem solution replaces corrosive chemicals, reduces grease and hydrogen sulfide, and helps the wastewater plant remain in permit compliance. A new Wager odor control unit installed near Highway 51 in February 2024 has already eliminated odor complaints in nearby neighborhoods and reduced H2S levels, including as far as Fire Station 3. The project cost about $175,000 plus $15,000 annually, and future expansion is planned along County Line near New Orleans and by the new event center.

Trustees praised the in-house talent, efficiency, and cost-effective approach, jokingly commending Robins for his "passion and wisdom for passing gas." The presentation highlighted both technical success and strong teamwork.

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff -NONE

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at approximately 7:34 p.m.

MOTION: A motion was made by Johnnie Parks, 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 #: 25-1130, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 9-02-2025

Title:

Approval of and authorization to execute an integrated supply agreement Renewal No. 2 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the City of Broken Arrow pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC

Background:
In October 2023, the City of Broken Arrow entered into an agreement with Genuine Parts Company, doing business as NAPA Auto Parts ("NAPA"), to provide Integrated Business Solutions (IBS) services. Under this arrangement, NAPA operates an on-site, City-dedicated parts store within the Fleet Building to manage inventory, procurement, and supply of automotive replacement parts, shop supplies, and related equipment for fleet operations.

The agreement is based on Pricing Option #2a, titled "10% Gross Profit on Products / Monthly Operating Expenses." Under this plan, NAPA provides products to the City at a fixed gross profit margin of 10%, calculated after accounting for both product costs and the operational expenses of the on-site store. This pricing model applies to both NAPA-branded and non-NAPA products.

Purchases made under this agreement qualify for the competitive bidding exception in Section 2-27(b)(5) of the Broken Arrow Code of Ordinances and are further authorized under Section V.d of the Broken Arrow Purchasing Manual, which permit purchases from the state contract or other purchasing consortiums. Sourcewell qualifies as an approved purchasing consortium under both the Code of Ordinances and the Purchasing Manual.

This request seeks approval for the second renewal of the contract with Genuine Parts Company to continue providing on-site Integrated Business Solutions services through NAPA Auto Parts.

Cost: 10% gross profit rate added to NAPA's cost for parts and supplies needed for Broken Arrow Municipal Authority vehicles and equipment plus the operational expenses.

Funding Source: BAMA

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: NAPA IBS CONTRACT 7-25-23, NAPA IBS Renewal 2024, NAPA IBS Renewal 2025

Recommendation:
Approve and authorize execution of an integrated supply agreement Renewal No. 2 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the City of Broken Arrow pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC

INTEGRATED SUPPLY AGREEMENT

RENEWAL BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF BROKEN ARROW

INTEGRATED SUPPLY AGREEMENT
RENEWAL BY AND BETWEEN
GENUINE PARTS COMPANY
AND
THE CITY OF BROKEN ARROW

THIS INTEGRATED SUPPLY AGREEMENT RENEWAL (this "Agreement") is made by and between **GENUINE PARTS COMPANY,** a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and **THE CITY OF BROKEN ARROW,** ("CUSTOMER"), to be effective as of the 1st day of July, 2024 (the "Effective Date"). This is the second year, first renewal of this agreement.

WITNESSETH

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, "Sourcewell Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, "Member"), CUSTOMER and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory" or "Products") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

(d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

2. CUSTOMER'S CURRENT LOCATIONS. NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

City of Broken Arrow
1700 West Detroit Street
Broken Arrow, OK 74012

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. TERM. Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Agreement past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to NAPA

following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. DUTIES AND RESPONSIBILITIES OF NAPA. NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primaty Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which caseNAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative. CUSTOMER hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice CUSTOMER for any such loss of or damage to the Inventory and/or other personal property located in the On Site Store(s), and CUSTOMER shall pay such invoiced amount to NAPA in accordance with the payment terms set forth in Section 7 below.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. PAYMENT TERMS/PRICING. NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are three pricing options available to CUSTOMER. Those p1icing options are Pricing Option #1 (Management Fee), Pricing Option #2a (10% Gross Profit on Products/Monthly Operating Expenses), and Pricing Option #2b (Higher Gross Profit on Products/No Monthly Operating Expenses). The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

PRICING OPTION #1 (MANAGEMENT FEE)

CUSTOMER INITIALS: __

The overall objective of CUSTOMER's pricing plan is for: (i) NAPA to provide Products in accordance with the Pricing Plan Summary set forth below, (ii) NAPA to provide Outside Services in accordance with the Pricing Plan Summary set forth below, (iii) reimbursement by CUSTOMER of each On Site Store's operating expenses, and (iv) payment by CUSTOMER of the Management Fee (as defined below). By billing CUSTOMER for these four categ01ies, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target") . These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) ***"NAPA Product Price,"*** which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) ***"Non-NAPA Product Price,"*** which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non- NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Outside Services Price.*** Outside Services are those services not traditionally performed by NAPA. The pricing of Outside Services shall be billed in accordance with the Pricing Plan Summary defined below.

(c) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses,

and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

(d) ***Management Fee.*** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost
Non-NAPA Product Price	Billed to CUSTOMER at NAPA's current product acquisition cost
Outside Services Price	Billed to CUSTOMER atNAPA's cost
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products, Outside Services, Operational Expenses, and Management Fee are billed to CUSTOMER.

NAPA Product shall be billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost. Non-NAPA Product shall be billed to CUSTOMER at NAPA's current product

acquisition cost, and Outside Services shall be billed to CUSTOMER at NAPA's cost. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement. Operational Expenses will be charged to CUSTOMER in accordance with Section 7(c) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all Products (both NAPA and Non-NAPA) and Outside Services sold to the CUSTOMER during the preceding month at the prices set forth in the pricing plan summary above less purchase returns.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products, Outside Services, Operational Expenses and Management Fees billed to CUSTOMER pursuant to this Section 7 shall be set at $_____per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS___** _

PRICING OPTION #2a (10% GROSS PROFIT ON PRODUCTS / MONTHLY OPERATING EXPENSES)

CUSTOMER INITIALS: ___

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set f01ih below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) ***"NAPA Product Price,"*** which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) ***"Non-NAPA Product Price,"*** which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-

NAPA Product shall be billed m accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Cun-ent NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set fo1ih above. Example: Cun-ent NAPA Jobber Acquisition Cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.1 l
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: cun-ent product acquisition

	cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in a1Tears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 7 shall be set at $2,500,000 per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such nt must be increased during the term of the contract. **CUSTOMER INITIALS ___**

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

PRICING OPTION #2b (HIGHER GROSS PROFIT ON PRODUCTS / NO MONTHLY OPERATING EXPENSES)

CUSTOMER INITIALS: ___

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below. By billing CUSTOMER for the Products, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) ***"NAPA Product Price,"*** which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) ***"Non-NAPA Product Price,"*** which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non- NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headqumier and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees perf01ming routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"
Non-NAPA Product Price	Billed to CUSTOMER at a 25% gross profit rate (The formula for Non-NAPA Product Price for

	CUSTOMER is NAPA's current product acquisition cost divided by .75) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is $1.00. CUSTOMER's price would be $1.00/.75=$1.33
Operational Expenses	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Expenses shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for Products billed to CUSTOMER pursuant to this Section 7 shall be set at $_____per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract.

CUSTOMER INITIALS ___

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty- five percent (25%) gross profit on such purchases. CUSTOMER must provide pre- approval in writing for such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER shall maintain during the term of this Agreement workers' compensation insurance for its employees and general liability insurance covering its

property. NAPA acknowledges that CUSTOMER may elect to self-insure such obligations.

(b) NAPA shall maintain during the term of this Agreement workers' compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

9. NO LIENS. CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, ·reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 13, 14, 15, 16, and 22 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon tennination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

CUSTOMER INITIALS: ___

15. INDEMNIFICATION. NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the te1m of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

16. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Attn: Corporate Counsel

As to CUSTOMER: City of Broken Arrow
220 South 1st Street
Broken Arrow, OK 74012
Attn: City Clerk

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

17. **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 17 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

18. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without

the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

19. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

20. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

21. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

22. LIMITATION OF LIABILITY. WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, WILLFUL OR NEGLIGENT VIOLATIONS OF LAW, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

23. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

24. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

25. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

26. SECTION HEADINGS. Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

27. SEVERABILITY. In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then

that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

29. AMENDMENT. Simultaneously with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

Genuine Parts Company

By:
Name:
Title:

THE CITY OF BROKEN ARROW

By:
Name:
Title:
Date:

Deputy city Attorney

secretary

city of Broken Arrow
Date:

Broken Arrow Municipal Author
Date:

EXHIBIT A

ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a___ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated ___ by and between Genuine Parts Company and City of Broken Arrow [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): ___

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein and hereby agrees to release and discharge Assignor from any further obligation or liability under the Integrated Supply Agreement and to look solely to Assignee as the responsible party under the Integrated Supply Agreement for all liabilities or obligations arising from and after the effective date of this assignment.

The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. on

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have set their hands this___ day of___ ,20___ .

ASSIGNOR:

GENUINE PARTS COMPANY

By: _____
Name: Art Fischer
Its: Division VP

ASSIGNEE:

___ [JOBBER]

By _____
Name: __
Its:

Agreed and acknowledged:

___ [CUSTOMER]

By: t>v- Dt1v-0v UJirU.,
Name: Mayor Debra Wimpee
Its: Mayor
10/6/2023

Danny Littlefield
Deputy cityAttorney
city of Broken Arrow
8/23/2023

Curtis Green
secretary
Broken Arrow Municipal Author
10/6/2023

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.

EXHIBIT C

SOURCEWELL CONTRACT

A copy of the Sourcewell contract can be found at: https://www.sourcewell-mn.gov/cooperative-purchasing/l 10520-gpc

EXHIBITD

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF BOKEN ARROW

THIS **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT** (this "Amendment") is entered into this 1st day of August, 2023 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY,** a Georgia corporation ("NAPA") and **THE CITY OF BROKEN ARROW** ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of August 1, 2023 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. **Payment Terms/Pricing.** Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

> **" 7. PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within IO days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.
>
> The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) ***"NAPA Product Price,"*** which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) ***"Non-NAPA Product Price,"*** which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.11
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost 1s $1.00. CUSTOMER's price would be $1.00/.90=$1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit often percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of

parts or services that may not be procured by NAPA in relation to this Agreement.

In addition to sales of NAPA Products and Non-NAPA Products which NAPA may make to CUSTOMER's Fleet Department, NAPA may also sell NAPA Products and Non-NAPA Products to other departments of the CUSTOMER, and CUSTOMER hereby consents to all of such sales. NAPA sell NAPA Products and Non-NAPA Products to such other CUSTOMER departments, and shall bill CUSTOMER for any purchases made by such departments based on the following pricing profiles:

NAPA Product Price	Billed to CUSTOMER at a 20% gross profit rate (The formula for NAPA Product Price for CUSTOMER departments other than CUSTOMER's fleet department is Current NAPA Jobber Acquisition Cost divided by .80) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is $1.00. CUSTOMER's price would be $1.00/.80=$1.25
Non-NAPA Product Price	Billed to CUSTOMER at a 20% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER departments other than CUSTOMER's fleet department is the current product acquisition cost divided by .80) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is $1.00. The price would be $1.00/.80=$1.25

Both NAPA Product and Non-NAPA Product sold to CUSTOMER departments other than CUSTOMER's fleet department shall be set by NAPA to yield a gross profit of twenty percent (20%), and NAPA agrees that it shall apply a monthly credit to CUSTOMER's Operational Expense bill in an amount equal to fifty percent (50%) of the gross profit NAPA receives from sales of NAPA Products and Non-NAPA Products to CUSTOMER departments other than CUSTOMER's fleet department."

3. **Conflict.** Except as hereby amended, the Agreement shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

4. **Governing Law.** This Amendment shall be construed and interpreted

under the laws of the State of Oklahoma.

5. **Counterparts.** This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: "== _.,.q-.,,,.-- -¥- --. - - -
Name: -F::J[...!_J'-117',s -..-""""-
Title: 'l lo... I/ p

THE CITY OF BROKEN ARROW

t>r Ou,r WiWifU,,
By: Mayor Debt a W impee
Name: ___ _
Title: Mayor
lOlo/2023

Danny Littlefield
Danny Littlefield
Deputy City Attorney
City of Broken Arrow
8/23/2023

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

--):::\
Curtis Green
secretary
Broken Arrow Municipal Author
10/6/2023

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF BOKEN ARROW

THIS **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT** (this "Amendment") is entered into this 1st day of August, 2023 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY,** a Georgia corporation ("NAPA") and **THE CITY OF BROKEN ARROW** ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of August 1, 2023 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. **Amend the following:**

22. LIMITATION OF LIABILITY. WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

To the following:

22. LIMITATION OF LIABILITY. WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, WILLFUL OR NEGLIGENT VIOLATIONS OF LAW, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

2. **Conflict.** Except as hereby amended, the Agreement shall remam

unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

3. Governing Law. This Amendment shall be construed and interpreted under the laws of the State of Oklahoma.

4. Counterparts. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: Art Fischer
Title: Division VP

THE CITY OF BROKEN ARROW

By: t>v- Dt1v-0v UJirU.,
Name: Mayor Debra Wimpee

Title: Mayor
10/6/2023

Danny Littlefield
Danny Littlefield
Deputy City Attorney
City of Broken Arrow
8/23/2023

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

- 3 j
Curtis Green
secretary
Broken Arrow Municipal Author
10/6/2023

CITY OF
BROKEN ARROW
Where opportunity lives

Pass3CONTRACT RENEWAL NO. 1

This amendment by and between the Supplier or Contractor and The City of Broken Arrow defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires The City of Broken Arrow to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

City of Broken Arrow	
Supplier or Contractor Full Legal Name:	Genuine Parts Company DBA: Napa Auto Parts
Original RFP Number:	N/A
RFP Title Name:	Integrated Supply Agreement
Original Award Date:	07-31-2023
Current Contract Term:	07/01/2023 Through 06/30/2024
Amendment No.:	

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS the Supplier or Contractor warrants that it has complied with all requirements of the Contract during the Current Contract Term, including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2024
End Date of New Contract Term:	06/30/2025

CITY OF
BROKEN ARROW
Where opportunity lives

The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Genuine Parts Company DBA NAPA Auto Parts
Authorized Signature:	Art Fischer Art Fischer (Aug 16, 2024 08:23 EDT)
Printed Name and Title of Person Signing:	Art Fischer, Division Vice President
Date:	24/08/16
Company Address:	5420 Peachtree Industrial Blvd. Norcross, GA 30071

City of Broken Arrow

Authorized Signature:	
Printed Name and Title of Person Signing:	Purchasing Manager, Blake Dampf
Date:	08/05/2024

City of Broken Arrow . NAPA IBS Renewal 2024

Final Audit Report 2024-08-16

Created:	2024-08-16
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4SVZA7PVEBnT0HrOYoBoKtBn2KLjeYzX

"City of Broken Arrow . NAPA IBS Renewal 2024" History

Document created by Hunter Beal (hunter_beal@genpt.com)
2024-08-16 - 10:46:32 AM GMT

Document emailed to Art Fischer (art_fischer@genpt.com) for signature
2024-08-16 - 10:46:35 AM GMT

Email viewed by Art Fischer (art_fischer@genpt.com)
2024-08-16 - 12:22:55 PM GMT

Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2024-08-16 - 12:23:56 PM GMT - Time Source: server

Agreement completed.
2024-08-16 - 12:23:56 PM GMT

CITY OF
BROKEN ARROW
Where opportunity lives

CONTRACT RENEWAL NO. 2 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow City Council defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires The Broken Arrow City Council to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow City Council	
Supplier or Contractor Full Legal Name:	Genuine Parts Company DBA: Napa Auto Parts
Original RFP Number:	Sourcewell Cooperative Purchasing contract (formerly NJPA) number 090624-GPC
RFP Title Name:	Integrated Supply Agreement
Original Award Date:	07-31-23
Current Contract Term:	07/01/2024 Through 06/30/2025
Amendment No.:	Renewal Number #2

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026

CITY OF
BROKEN ARROW
Where opportunity lives

The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Genuine Parts Company dba NAPA Auto Parts
Authorized Signature:	Art Fischer Art Fischer (May 30, 2025 15:54 EDT)
Printed Name and Title of Person Signing:	Art Fischer, Vice President
Date:	30-May-2025
Company Address:	2999 Wildwood Parkway Atlanta, GA 30339

Broken Arrow City Council

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	

Contract Renewal Template

Final Audit Report 2025-05-30

Created:	2025-05-30
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoNDgsa8dDtq7drCK9UZFdN5TWccQmNSI

"Contract Renewal Template" History

Document created by Hunter Beal (hunter_beal@genpt.com)
2025-05-30 - 7:36:14 PM GMT

Document emailed to Art Fischer (art_fischer@genpt.com) for signature
2025-05-30 - 7:36:17 PM GMT

Email viewed by Art Fischer (art_fischer@genpt.com)
2025-05-30 - 7:37:34 PM GMT

Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2025-05-30 - 7:54:15 PM GMT - Time Source: server

Agreement completed.
2025-05-30 - 7:54:15 PM GMT

Adobe Acrobat Sign

City of Broken Arrow

Request for Action

File #: 25-1159, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 09-02-25

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

Background:
July 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 - July 2025

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

SOLID WASTE & RECYCLING MONTHLY REPORT
JULY 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			
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			

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			
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			

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			

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			

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			

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			
Trash Cart Return	20	11	10	13	8	9	22	4	11	15	17	16	15			
Recycle Cart Delivery	119	101	77	98	82	77	65	75	110	48	98	106	95			
Recycle Cart Return	19	14	10	9	8	12	14	7	15	15	15	23	13			

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			
Lids	2	2	3	5	4	5	5	4	5	2	2	7	4			
Axel	3	1	2	0	2	7	1	2	1	0	1	2	1			
Bar	18	5	12	6	4	5	7	0	0	0	3	27	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			
Voucher Used	70	74	75	86	91	60	42	28	85	100	123	97	107			

City of Broken Arrow

Request for Action

File #: 25-1243, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 09-02-2025

Title:
Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of July 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 July was 12.5 MGD. Total water treated at the plant up to the end of July was 374.1 million gallons (MG). Total water purchased from Tulsa for the month of July 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-July 2025
Monthly Operational Report-July 2025

Recommendation:
Acknowledge submittal of the July 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	11.7					
2	8.5	9.3	9.5	10.0	9.3	13.6	13.6					
3	9.2	9.5	9.7	9.8	9.9	12.0	12.0					
4	8.5	9.2	8.9	9.4	10.4	10.7	10.7					
5	8.3	8.6	9.8	9.0	10.8	11.8	11.8					
6	9.6	8.6	8.9	10.1	9.8	10.5	10.5					
7	10.1	9.3	9.1	11.0	9.5	10.2	10.2					
8	9.2	8.7	8.8	12.3	10.1	11.2	11.2					
9	9.3	9.1	9.3	11.7	10.0	12.0	12.0					
10	9.2	9.1	10.2	10.9	11.1	12.6	12.6					
11	10.2	8.4	9.7	11.4	11.1	11.7	11.7					
12	9.9	8.7	10.1	11.5	13.1	9.9	9.9					
13	10.6	9.2	11.0	13.0	12.9	11.0	11.0					
14	9.5	9.3	10.8	14.5	14.2	10.1	10.1					
15	9.4	8.9	10.9	12.0	14.1	10.1	10.1					
16	9.6	9.7	10.6	11.9	13.5	11.3	11.3					
17	9.1	9.7	11.9	12.0	13.1	10.4	10.4					
18	8.8	9.7	11.0	11.6	11.2	11.0	11.0					
19	9.6	10.7	10.6	10.0	11.5	11.5	11.5					
20	9.7	10.5	10.8	9.2	10.7	14.3	14.3					
21	9.9	10.9	11.9	10.5	11.9	12.8	12.8					
22	10.1	10.8	12.0	10.2	13.0	13.2	13.2					
23	10.2	11.3	12.7	10.6	12.7	15.7	15.7					
24	9.3	11.1	12.2	10.8	10.9	15.6	15.6					
25	9.5	10.0	12.4	10.8	9.8	18.6	18.6					
26	9.4	9.8	12.4	9.8	10.7	16.5	16.5					
27	10.0	9.9	12.2	9.2	10.9	16.1	16.1					
28	9.3	9.4	11.9	10.6	10.4	12.2	12.2					
29	9.0		10.4	9.1	11.3	12.8	12.8					
30	9.1		10.8	9.2	10.7	13.0	13.0					
31	8.7		11.2		12.2							
Mon. Total	**291.3**	**268.4**	**331.6**	**322.3**	**351.0**	**374.1**	**374.1**					
Plant Avg. Day	**9.4**	**9.6**	**10.7**	**10.7**	**11.3**	**12.5**	**12.5**					
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**	**374.1**					
Total Avg. Day	**9.4**	**9.6**	**10.7**	**10.8**	**11.3**	**12.5**	**12.1**					
Monthly to RWD4												

Verdigris Finished Water YTD (MG): 2,312.8

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

Total Finished Water (MG): 2,313.9

Plant Annual Max. Day (MGD): **18.6**

Plant Annual Avg. Day (MGD): **11.0**

Plant Annual Min. Day (MGD): **8.3**

Total System Annual Avg. Day (MGD): **10.9**

Notes:

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

Prepared by: Justin Prock
Assistant Water Plant Manager
8/21/2025

City of Broken Arrow WTP Monthly Operational Report Summary

Water Treatment Plant PWSID# OK 1021508

Reporting Period: [July] [2025]

CITY OF BROKEN ARROW
Where opportunity lives

Operating Data Summary

Water Production (MG)

	Month	Average Day
Raw Water Treated	496.47	16.0
Finished Water	475.62	15.3

Monthly Chemical Usage (Non-Membrane Usage)

Chemical	Total lbs	lbs/Finished MG
Sodium Hypochlorite	41,707	1,252.7
Salt (for hypo generation)	125,121	3,758.2
Liquid Ammonium Sulfate	5,093	10.2
Sodium Permanganate	1,988	2.2
Aluminum Chlorohydrate	129,662	48.8
Sodium Hydroxide	15,092	12.2
Hydrofluosilisic Acid	0	0.0

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	186	
Highest Turbidity Reading	0.086	
No. Samples > 1 NTU	0	
No. Samples > 5 NTU	0	

Monthly Costs

	Total	$/Finished MG	$/1000 gal
Plant Electricity	$63,385.42	$133.27	$0.1333
Total Chemical	$149,846.21	$315.06	$0.3151
Total Labor	$54,004.35	$113.55	$0.1135
Services	$31,902.16	$67.08	$0.0671
Materials and Supplies	$2,568.98	$5.40	$0.0054
Equipment Expenses	$8,132.05	$17.10	$0.0171
Total	$309,839.17	$651.45	$0.6514

Individual Membrane Unit Turbidity Checklist

	YES/NO
1. IS TURBIDITY FROM EACH INDIVIDUAL MEMBRANE UNIT RECORDED EVERY 15 MINUTES?	YES
2. DID ANY SINGLE MEMBRANE UNIT EXCEED 2.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?	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?	
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?	
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 system down for repairs.

Signed: LouAnn Fisher **8/8/2025** (Date)

Title: Water Plant Manager

Operator Certificate No. 25369

Public Water System Name: COBA Water Treatment Plant Month: July
PWS ID No.: OK 1021508 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	10.84	13.20	12.38		0.80
2	10.69	14.81	13.39		0.74
3	18.74	14.88	13.03		0.93
4	20.90	15.70	14.26		0.76
5	18.67	13.57	13.46		0.62
6	10.92	14.89	14.17		0.76
7	10.98	15.75	15.64		0.97
8	11.07	12.21	11.79		0.94
9	11.10	12.44	12.31		0.61
10	11.13	14.58	14.26		0.46
11	11.12	16.19	15.34		0.51
12	11.12	12.69	11.46		0.86
13	11.12	11.73	11.13		0.81
14	11.14	11.93	12.64		0.62
15	11.28	13.83	12.95		0.49
16	21.02	15.47	14.48		0.85
17	20.78	16.03	14.99		0.68
18	20.64	14.06	14.61		0.72
19	20.58	15.81	15.57		0.76
20	13.09	16.78	15.82		0.74
21	10.76	17.57	17.74		0.73
22	10.81	18.77	17.92		0.72
23	10.87	19.05	18.30		0.72
24	10.93	18.48	17.60		0.71
25	20.73	19.57	18.40		0.72
26	20.71	17.59	17.43		0.71
27	20.80	17.80	17.74		0.71
28	27.76	20.08	18.96		0.70
29	26.83	19.86	18.57		0.74
30	26.41	20.98	20.62		0.83
31	26.33	20.19	18.65		0.78
TOTAL	**499.88**	**496.47**	**475.62**	**0.00**	**22.69**
AVG	16.13	16.02	15.34	#DIV/0!	0.73
MAX	27.76	20.98	20.62	0.00	0.97
MIN	10.69	11.73	11.13	0.00	0.46

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

Month: July
Year: 2025

TOTAL CHEMICAL COST:	$149,846		
Cost Per MG Treated	$301.83	Cost Per MG Delivered	$315.06
Million Gallons Treated	496.47	Million Gallons Delivered	475.62

Non-Membrane System Chemical Usage

Date	Sodium Hypochlorite (CL) NaClO		Liquid Ammonium Sulfate (LAS)		Sodium Permanganate (SP)		Aluminum Chlorohydrate (ACH)		Sodium Hydroxide (SH)		Hydrofluosilisic 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	15,414	1079.00	124.5	130.48	0.0	0.00	611	3415.89	140.1	365.04	0.0	0.00
2	17,251	1207.58	134.0	140.39	20.0	38.79	650	3634.55	151.6	395.22	0.0	0.00
3	17,803	1246.19	130.3	136.56	67.6	130.88	635	3549.73	175.5	457.37	0.0	0.00
4	19,559	1369.10	143.5	150.39	75.8	146.74	690	3852.95	211.1	550.07	0.0	0.00
5	18,197	1273.81	131.1	137.36	68.1	131.85	609	3403.89	193.0	502.96	0.0	0.00
6	19,970	1397.90	147.2	154.21	39.6	76.71	706	3947.49	216.4	563.87	0.0	0.00
7	20,877	1461.41	155.0	162.49	39.8	77.09	747	4171.66	227.7	593.38	0.0	0.00
8	16,440	1150.80	117.5	123.12	40.2	77.72	561	3132.72	173.0	450.98	0.0	0.00
9	17,068	1194.79	126.8	132.89	40.3	77.96	622	3477.70	185.8	484.20	0.0	0.00
10	18,266	1278.59	144.4	151.34	40.4	78.15	694	3875.32	209.7	546.44	0.0	0.00
11	19,501	1365.04	158.1	165.67	40.4	78.12	757	4229.26	228.6	595.88	0.0	0.00
12	14,586	1021.04	116.4	121.95	40.4	78.11	556	3108.31	169.0	440.48	0.0	0.00
13	14,039	982.70	109.7	114.98	34.5	66.70	523	2924.41	138.1	359.89	0.0	0.00
14	16,014	1120.95	130.7	137.00	30.3	58.69	622	3474.24	99.9	260.35	0.0	0.00
15	16,221	1135.45	132.2	138.58	30.4	58.87	630	3518.90	39.0	101.65	0.0	0.00
16	21,977	1538.38	149.6	156.79	57.2	110.74	725	4052.66	173.2	451.48	0.0	0.00
17	27,568	1929.73	155.3	162.74	56.6	109.43	763	4262.45	179.7	468.47	0.0	0.00
18	19,974	1398.18	146.4	153.44	56.2	108.75	693	3874.96	169.6	442.00	0.0	0.00
19	20,766	1453.62	163.7	171.58	42.8	82.89	773	4319.83	189.3	493.47	0.0	0.00
20	19,893	1392.51	158.0	165.55	0.0	0.00	750	4188.82	194.4	506.74	0.0	0.00
21	22,357	1564.97	189.1	198.21	0.0	0.00	887	4956.10	250.7	653.39	0.0	0.00
22	19,887	1392.07	182.2	191.00	0.0	0.00	859	4800.62	222.0	578.47	0.0	0.00
23	20,321	1422.49	189.3	198.42	0.0	0.00	897	5011.15	208.5	543.46	0.0	0.00
24	18,617	1303.22	180.6	189.26	0.0	0.00	858	4796.36	199.1	518.83	0.0	0.00
25	19,662	1376.33	190.8	199.95	0.0	0.00	910	5083.70	210.1	547.63	0.0	0.00
26	17,995	1259.64	175.4	183.82	0.0	0.00	835	4665.73	193.4	504.01	0.0	0.00
27	19,269	1348.83	185.9	194.84	0.0	0.00	887	4954.46	204.8	533.76	0.0	0.00
28	21,454	1501.80	193.8	203.13	25.9	50.14	909	5076.54	210.2	547.77	0.0	0.00
29	21,557	1508.98	194.7	204.08	60.9	117.83	924	5163.03	213.3	555.84	0.0	0.00
30	22,740	1591.82	212.4	222.55	59.9	115.95	1,012	5655.76	233.7	609.06	0.0	0.00
31	20,573	1440.14	190.9	200.06	59.7	115.56	910	5082.40	180.2	469.55	0.0	0.00
TOTAL	595,815	41,707	4,860	5,093	1,027	1,988	23,204	129,662	5,791	15,092	0	0
AVG	19,220	1345.39	157	164.28	33	64.12	749	4182.63	187	486.83	0	0.00
MAX	27,568	1929.73	212	222.55	76	146.74	1,012	5655.76	251	653.39	0	0.00
MIN	14,039	982.70	110	114.98	0	0.00	523	2924.41	39	101.65	0	0.00
COST	$22,935.35		$8,801.19		$14,668.96		$90,763.11		$12,677.04		$0.55	
$/MG	$46.20		$17.73		$29.55		$182.82		$25.53		$0.00	

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

Month: July
Year: 2025

Date	pH (by Continuous Reading Analyzers)				Hardness and Alkalinity - Finished Water Grab Samples						
					Hardness (ppm)		Alkalinity (ppm as $CaCO_3$)				$CaCO_3$ Stability
	Membrane Filtrate		Finished Water				Phenol	Phenol	Total	Total	
	Daily Max	Daily Min	Daily Max	Daily Min	AM	PM	AM	PM	AM	PM	
1	7.8	7.7	8.2	8.1	123.00	122.00	0.00	0.00	88.00	87.00	0.00
2	7.7	7.7	8.1	8.0	123.00	119.00	0.00	0.00	87.00	86.00	-1.00
3	7.7	7.7	8.1	7.9	117.00	119.00	0.00	0.00	85.00	91.00	2.00
4	7.7	7.7	8.2	8.1	120.00	122.00	0.00	0.00	89.00	89.00	-3.00
5	7.8	7.7	8.3	8.2	121.00	124.00	0.00	0.00	90.00	90.00	-4.00
6	7.7	7.7	8.2	8.2	120.00	118.00	0.00	0.00	89.00	87.00	-3.00
7	7.8	7.7	8.3	8.2	122.00	118.00	0.00	0.00	88.00	89.00	-2.00
8	7.8	7.7	8.3	8.3	116.00	118.00	0.00	0.00	88.00	90.00	2.00
9	7.8	7.7	8.4	8.3	114.00	118.00	0.00	0.00	86.00	86.00	1.00
10	7.7	7.7	8.3	8.2	120.00	120.00	0.00	0.00	89.00	89.00	2.00
11	7.7	7.7	8.3	8.2	128.00	124.00	0.00	0.00	90.00	90.00	8.00
12	7.8	7.7	8.4	8.3	122.00	126.00	0.00	0.00	92.00	89.00	5.00
13	7.9	7.8	8.5	8.4	126.00	126.00	0.00	0.00	89.00	88.00	2.00
14	7.8	7.8	8.4	7.9	128.00	124.00	0.00	0.00	87.00	88.00	1.00
15	7.8	7.7	7.9	7.7	121.00	129.00	0.00	0.00	84.00	86.00	1.00
16	7.7	7.7	8.1	7.9	130.00	130.00	0.00	0.00	88.00	88.00	-5.00
17	7.8	7.7	8.2	8.1	126.00	130.00	0.00	0.00	82.00	87.00	2.00
18	7.8	7.7	8.2	8.1	133.00	133.00	0.00	0.00	89.00	88.00	1.00
19	7.8	7.7	8.1	8.1	139.00	137.00	0.00	0.00	90.00	88.00	0.00
20	7.8	7.7	8.3	8.1	140.00	138.00	0.00	0.00	89.00	90.00	0.00
21	7.9	7.8	8.5	8.3	140.00	141.00	0.00	0.00	90.00	95.00	2.00
22	7.9	7.8	8.5	8.4	135.00	144.00	0.00	0.00	93.00	95.00	5.00
23	7.9	7.9	8.4	8.3	144.00	144.00	0.00	0.00	96.00	92.00	0.00
24	7.9	7.9	8.4	8.3	143.00	145.00	0.00	0.00	96.00	94.00	4.00
25	7.9	7.9	8.4	8.3	149.00	149.00	0.00	0.00	97.00	93.00	4.00
26	7.9	7.9	8.4	8.3	151.00	148.00	0.00	0.00	99.00	97.00	3.00
27	7.9	7.9	8.4	8.3	151.00	155.00	0.00	0.00	100.00	96.00	0.00
28	8.0	7.9	8.5	8.4	148.00	150.00	0.00	0.00	97.00	99.00	3.00
29	8.5	7.9	8.5	8.5	152.00	154.00	0.00	0.00	98.00	102.00	4.00
30	8.0	7.9	8.5	8.4	147.00	149.00	0.00	0.00	101.00	101.00	5.00
31	8.1	7.9	8.5	8.3	151.00	150.00	0.00	0.00	102.00	104.00	2.00
AVG					**132**	**133**	**0**	**0**	**91**	**91**	**1**
MAX	8.5	7.9	8.5	8.5	152	155	0	0	102	104	8
MIN	7.7	7.7	7.9	7.7	114	118	0	0	82	86	-5

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

Month: July
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	0.02	0.02	0.02	0.02	0.02	0.02	3.74	3.77	3.71	3.70	3.72	3.74
2	0.02	0.02	0.02	0.02	0.02	0.02	3.73	3.74	3.75	3.74	3.72	3.71
3	0.02	0.02	0.02	0.02	0.02	0.02	3.89	3.74	3.75	3.78	3.79	3.78
4	0.02	0.02	0.02	0.02	0.02	0.03	3.92	3.92	3.92	3.93	3.94	3.95
5	0.02	0.02	0.02	0.02	0.02	0.02	3.88	3.88	3.85	3.84	3.79	3.76
6	0.02	0.02	0.02	0.02	0.02	0.02	3.90	3.87	3.90	3.91	3.89	3.89
7	0.02	0.02	0.02	0.02	0.02	0.02	3.98	3.92	3.93	3.95	3.93	4.00
8	0.02	0.03	0.02	0.02	0.02	0.02	3.87	3.97	3.93	3.88	3.85	3.86
9	0.02	0.03	0.03	0.02	0.02	0.06	3.94	3.88	3.87	3.84	3.85	3.95
10	0.05	0.02	0.02	0.02	0.03	0.03	3.87	3.94	3.96	3.97	3.95	3.89
11	0.02	0.02	0.02	0.03	0.04	0.02	3.97	3.86	3.89	4.00	4.00	3.98
12	0.02	0.03	0.02	0.02	0.02	0.03	3.88	3.94	3.95	3.95	3.92	3.90
13	0.02	0.02	0.03	0.02	0.03	0.02	3.97	3.88	3.87	3.94	3.95	3.96
14	0.03	0.03	0.02	0.03	0.02	0.03	3.91	3.97	3.93	3.95	3.95	3.96
15	0.02	0.02	0.02	0.02	0.02	0.02	3.70	3.86	3.81	3.72	3.69	3.61
16	0.04	0.02	0.03	0.02	0.02	0.03	3.55	3.67	3.69	3.45	3.44	3.44
17	0.02	0.02	0.03	0.02	0.04	0.02	3.94	3.84	3.96	3.98	3.97	3.95
18	0.02	0.02	0.02	0.02	0.02	0.02	3.92	3.91	3.91	3.93	3.93	3.93
19	0.03	0.03	0.02	0.02	0.03	0.02	3.99	3.92	3.94	3.92	3.91	3.97
20	0.02	0.02	0.02	0.02	0.02	0.02	4.01	4.01	3.95	3.92	3.90	3.97
21	0.02	0.02	0.05	0.02	0.03	0.03	4.09	4.00	4.07	4.11	4.17	4.17
22	0.02	0.02	0.02	0.02	0.02	0.02	4.09	3.98	3.94	3.81	3.86	4.02
23	0.05	0.03	0.02	0.02	0.02	0.02	3.99	4.12	4.13	4.14	4.10	4.09
24	0.02	0.02	0.02	0.02	0.02	0.02	3.94	3.97	3.95	3.94	3.94	3.93
25	0.03	0.02	0.02	0.02	0.02	0.02	3.96	3.92	3.91	3.94	3.97	3.97
26	0.03	0.02	0.03	0.02	0.02	0.03	3.73	3.91	3.85	3.81	3.79	3.79
27	0.02	0.02	0.03	0.03	0.02	0.02	3.95	3.82	3.80	3.82	3.86	3.90
28	0.03	0.02	0.02	0.02	0.03	0.02	3.92	3.86	3.84	3.90	3.92	3.92
29	0.02	0.09	0.03	0.02	0.03	0.02	4.09	3.94	3.92	3.92	3.92	4.05
30	0.02	0.02	0.02	0.03	0.02	0.02	3.84	4.05	4.02	4.05	4.00	3.89
31	0.03	0.02	0.02	0.02	0.02	0.02	3.83	3.82	3.88	3.94	3.96	3.87
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	0.09	0.05	0.03	0.04	0.06	4.1	4.1	4.1	4.1	4.2	4.2
MIN	0.02	0.02	0.02	0.02	0.02	0.02	3.5	3.7	3.7	3.5	3.4	3.4

Finished Water Turbidity Summary and Statistics

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

Total Number of Turbidity Samples	186

PWSID 1021508 SYSTEM COBA WTP MONTH July

*Type of Material Applied **Hydrofluosilicic Acid** YEAR 2025

Date	Water Treated	APPLIED		RESIDUAL F, ppm (RAW)		RESIDUAL F, ppm (FINISHED WATER)	
	1,000s of Gallons	LBS/DAY	PPM of F	AM	PM	AM	PM
1	12,377	0	0.00	0.06	0.15	0.08	0.05
2	13,390	0	0.00	0.07	0.24	0.00	0.09
3	13,028	0	0.00	0.12	0.33	0.00	0.22
4	14,264	0	0.00	0.20	0.21	0.06	0.13
5	13,458	0	0.00	0.16	0.31	0.04	0.12
6	14,168	0	0.00	0.19	0.20	0.03	0.05
7	15,645	0	0.00	0.13	0.21	0.06	0.05
8	11,787	0	0.00	0.28	0.16	0.43	0.01
9	12,309	0	0.00	0.19	0.34	0.06	0.27
10	14,256	0	0.00	0.20	0.20	0.05	0.00
11	15,336	0	0.00	0.18	0.65	0.00	0.50
12	11,457	0	0.00	0.17	0.22	0.07	0.00
13	11,134	0	0.00	0.12	0.27	0.00	0.12
14	12,637	0	0.00	0.17	0.15	0.20	0.04
15	12,952	0	0.00	0.18	0.23	0.05	0.06
16	14,482	0	0.00	0.18	0.25	0.05	0.07
17	14,993	0	0.00	0.28	0.29	0.03	0.00
18	14,612	0	0.00	0.16	0.10	0.01	0.12
19	15,565	0	0.00	0.21	0.42	0.04	0.17
20	15,818	0	0.00	0.10	0.28	0.00	0.08
21	17,743	0	0.00	0.16	0.28	0.13	0.09
22	17,922	0	0.00	0.19	0.23	0.00	0.03
23	18,303	0	0.00	0.09	0.30	0.00	0.12
24	17,604	0	0.00	0.23	0.18	0.11	0.00
25	18,400	0	0.00	0.21	0.19	0.09	0.06
26	17,434	0	0.00	0.20	0.21	0.04	0.10
27	17,737	0	0.00	0.17	0.05	0.00	0.00
28	18,962	0	0.00	0.06	0.12	0.00	0.01
29	18,570	0	0.00	0.22	0.08	0.00	0.02
30	20,620	0	0.00	0.22	0.11	0.00	0.03
31	18,652	0	0.00	0.31	0.31	0.09	0.11
Total	475,616	0					
Avg.	15,342	0	0.00	0.17	0.23	0.06	0.09

*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 1000 N.E. Tenth Street Oklahoma City, OK 73117-1299

Dept of Environmental Quality PO Box 1677 Oklahoma City, OK 73101-1677

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

Signed LouAnn Fisher

Title: Water Plant Manager

City **Broken Arrow**

ODH Form No. 561 / DEQ Form 631-001

Notes: Fluoride system down for repairs.

Public Water System Name: COBA Water Treatment Plant Month: July

PWS ID No.: OK 1021508 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	09:10	4121 E. Omaha St.	3.10	M.L.	13:18	1521 N. Queens St.	2.60	M.L.
2	07:40	13725 S. 124th E. Ave.	2.90	M.L.	13:10	1817 S. Date Ave.	2.60	M.L.
3	7:49	6601 W. Broadway St.	3.20	L.M.	14:27	2605 W. Madison St.	3.00	L.M.
4	11:20	7900 E. Norman St.	3.30	S.B	12:23	702 E. Mason Dr.	3.30	S.B
5	11:48	2513 E Dallas St	2.80	ME	12:45	322 W Detroit St	3.00	ME
6	11:02	6057 S. 353rd E. Ave.	3.90	T.R.	16:38	36500 E. 66th St. S.	3.90	T.R.
7	09:39	7812 E. Freeport St.	3.50	M.L.	13:40	805 W. Albuquerque St.	3.20	M.L.
8	09:12	5404 W. Orlando Cir.	3.00	M.L.	12:37	605 S. Elder Ave.	2.90	M.L.
9	08:05	515 W. Quanah Pl.	3.30	M.L.	12:47	4121E. Omaha St.	2.70	M.L.
10	08:21	7213 S. Dennis Blvd.	3.50	M.L.	12:28	1005 N. Willow Ave.	3.20	M.L.
11	07:54	1908 E. Tucson Ct.	2.80	M.L	12:18	701 E. Detroit St.	3.40	M.L
12	11:11	1200 E. Dover St.	3.70	S.B	12:10	1301 N. 53rd St.	3.70	S.B
13	11:55	2909 E. Montpelier St.	3.40	R.M.	14:27	702 E. Mason Dr.	3.50	R.M.
14	10:19	322 W. Detroit St.	2.80	M.L.	14:14	4755 S. Aspen Ave.	3.20	M.L.
15	07:54	2909 E. Montpelier St.	3.30	M.L.	12:27	605 S. Elder Ave.	2.70	M.L.
16	08:49	1116 S Granger St.	3.00	M.L.	14:20	7214 S. Henry St.	3.40	M.L.
17	07:50	4213 S. Walnut Pl.	3.10	M.L.	12:06	3301 N. Elm Ave.	3.10	M.L.
18	7:46	6405 5th Ave.	3.20	ML	12:27	401 S 26th St.	3.80	ML
19	11:30	36500 E 66th St.S	3.50	ME	15:15	6057 S 353rd E Ave.	3.80	ME
20	11:41	1116 W. Granger St.	3.00	T.R.	12:22	2400 W. Omaha St.	3.10	T.R.
21	09:49	2513 E. Dallas St.	2.60	M.L.	13:42	304 W. Charlotte St.	3.20	M.L.
22	07:35	814 E. Honolulu Pl.	3.90	A.R.	15:55	1909 W. Rockport St.	2.80	A.R.
23	8:20	3445 Johanna Blvd	3.70	AR	12:06	4900 W Commercial Street	3.90	AR
24	08:57	7213 S. Dennis Blvd.	3.90	M.L.	12:02	5005 S. Lions Ave.	3.70	M.L.
25	10:00	3800 W El Paso St.	3.40	ML	12:48	13154 S 116th E Ave	3.50	ML
26	11:35	7900 E. Norman St.	4.10	S.B	12:37	2513 E. Dallas St.	3.00	S.B
27	11:47	2909 E. Montpelier St.	3.70	R.M.	13:30	702 E. Mason Dr.	3.50	R.M.
28	09:31	1005 N. Willow Ave.	3.80	M.L.	12:32	708 W. Waco St.	3.80	M.L.
29	08:14	46087 W. Eagle Pass St.	3.90	M.L.	12:27	1301 N. 53rd St.	3.90	M.L.
30	10:37	804 1st St.	3.70	M.L	12:30	4312 S. Fern Ave	3.80	M.L
31	09:52	705 S. 75th St.	3.60	M.L	14:11	720 S. Ash Ave	3.50	M.L
		Average	3.38			Average	3.32	
		Min.	2.60			Min.	2.60	
		Max.	4.10			Max.	3.90	

City of Broken Arrow

Request for Action

File #: 25-1244, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 09-02-2025

Title:
Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of July 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 July 2025 Oklahoma Department of Environmental Quality (ODEQ) Discharge Monitoring Report (DMR) submitted to ODEQ on August 15, 2025.

Over the course of the month of July 2025, the total wastewater collected, treated and discharged was 208.622 million gallons (MG). The average daily effluent flow was 5.434 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: July Discharge Monitoring Report
July Monthly Operational Report

Recommendation:
Acknowledge submittal of the July 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
PERMIT NUMBER: *OK0040053*
MAILING ADDRESS: P.O. Box 610, Broken Arrow, OK 74013
MONITORING POINT: 001A
COUNTY: Tulsa
FACILITY: Broken Arrow WWT
LOCATION: NESESES11T17NR14EIM, Broken Arrow, OK 74013
Monitoring Period : 2025-07-01 To: 2025-07-31
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) PARAM CODE: 00310 Stage Code: 1 Effluent Gross	Sample Measurement	146.38	*****	26 lbs/day	*****	3.14	3.84	19 mg/l	0	Five Per Week	COMP12
	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average			Five Per Week	COMP12
PH PARAM CODE: 00400 Stage Code: 1 Effluent Gross	Sample Measurement	*****	*****		7.3	*****	7.5	12 S.U.	0	Daily	GRAB
	Permit Requirement	*****	*****		6.5 Minimum	*****	9.0 Maximum			Daily	GRAB
SOLIDS, TOTAL SUSPENDED PARAM CODE: 00530 Stage Code: 1 Effluent Gross	Sample Measurement	166.13	*****	26 lbs/day	*****	3.13	7.20	19 mg/l	0	Five Per Week	COMP12
	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average			Five Per Week	COMP12
FLOW, IN CONDUIT OR THRU TREATMENT PLANT PARAM CODE: 50050 Stage Code: 1 Effluent Gross	Sample Measurement	5.434	10.123	03 MGD	*****	*****	*****		0	Daily	TOTALZ
	Permit Requirement	Report Monthly Average	Report Maximum Daily		*****	*****	*****			Daily	TOTALZ
E.COLI PARAM CODE: 51040 Stage Code: 1 Effluent Gross	Sample Measurement	*****	*****		*****	13.3	58.3	30 MPN/100mL	0	Twice Every Week	GRAB
	Permit Requirement	*****	*****		*****	126 Geometric Mean	406 Maximum Daily			Twice Every Week	GRAB
SOLIDS, TOTAL DISSOLVED-180 DEG.C PARAM CODE: 70300 Stage Code: 1 Effluent Gross	Sample Measurement	21978	*****	26 lbs/day	*****	491	491	19 mg/l	0	Monthly	COMP12
	Permit Requirement	77929 Monthly Average	*****		*****	1168 Monthly Average	1168 Maximum Daily			Monthly	COMP12
MERCURY, TOTAL (AS HG) PARAM CODE: 71900 Stage Code: 1 Effluent Gross	Sample Measurement	0.0022	*****	26 lbs/day	*****	< 0.05	< 0.05	28 ug/l	0	Monthly	COMP12
	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	539-367-5873

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

City of BROKEN ARROW
Where opportunity lives

MONTHLY OPERATIONAL REPORT

City of Broken Arrow Lynn Lane Water Reclamation Facility

July-25

| | | WEATHER | | | INFLUENT | | | | | | | EAST OXIDATION DITCH | | | | | WEST OXIDATION DITCH | | | | | SLUDGE WASTING | | | | | DIGESTER | | | FINAL EFFLUENT | | | | | | |

City of Broken Arrow

Request for Action

File #: 25-1261, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 09-02-2025

Title:
Approval of and authorization to award bid 25.179 Trucking Service to Bear Down Logistics Inc as Primary and Perimeter Global Logistics as backup vendor

Background:
In an effort to maintain reliable, timely, and cost-effective hauling services, the Streets and Stormwater Department requested solicitation for Trucking Services on an as-needed basis. Purchasing Department issued Bid No. 25.179, which was opened on July 16, 2025, and sent to five qualified vendors. The City of Broken Arrow received two responses.

After reviewing the submissions, it was determined that awarding both vendors would provide the City with greater coverage, flexibility, and service reliability. This approach ensures that hauling needs can be met consistently, even during periods of high demand or scheduling conflicts.

This contract will be available for use by both the Streets and Stormwater Department and the Utilities Department. Funding for this service is available in various Street and Stormwater and Utilities accounts.

Cost: Rate as set outlined in the agreement

Funding Source: Various Street and Stormwater and Utilities Accounts

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 25.179 Signed Bid Tab, Bear Down Logistics Bid Doc's, Perimeter Global Logistics Bid Doc's

Recommendation:
Approval of and authorization to award bid 25.179 Trucking Service to Bear Down Logistics Inc as Primary and Perimeter Global Logistics as backup vendor. Click here to enter text.

BROKEN ARROW
WHERE OPPORTUNITY LIVES

RFP 25.179 - Trucking Service	Bidders	
Description: This will be a time and materials agreement based on hourly rates for trucking services. The contractor will provide trucks, equipment, and operators as needed, and will be compensated according to the hourly rates submitted in the bid. All work will be scheduled and coordinated by the City of Broken Arrow, and services will be requested on an as-needed basis. No guarantee is made regarding the quantity or frequency of work under this contract.	Bear Down Logistics Inc. Desmond Clark	Perimeter Global Logistics
Price Summary - Rates and Charges		
End Dump	$140.00	N/A
Flat Bed Trailer with Walls	$250.00	$210.00
Bobtail	$111.00	$210.00
Detachable Lowboy Trailer	$155.00	$210.00
List Fuel Surcharge Pricing	N/A	Will be based on EIA FSC + 10%
List Other Optional Service Along With Pricing	N/A	N/A
List Any Value-Added Services And/Or Volume Discount Information	N/A	N/A
Comments/Notes:		
		$210 per hour is based on regular routes/services Emergency services will be billed at $415 per hour and is subject to fleet availability at time of request.
Notary Public Commission Expires	**1/16/2029**	**5/29/2029**
Total	**$656.00**	**$630.00**

RFP 25.179 - Trucking Service
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to 5 Vendors with 2 Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze _____ **Date:** 8/5/2025 _____

Ryan Baze, General Services Director

BIDDERS NAME: Bear Down Logistics Inc/Desmond Clark

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

Trucking Service Delivery	Rate per hour $
End Dump	$ 140
Flat Bed Trailer with Walls	$ $250
Bobtail	$ 111
Detachable Lowboy Trailer	$ 155

1.List fuel surcharge pricing.

N/A $0

2.List other optional services along with pricing.

N/A $0

3.List any value-added services and / or volume discount information.

N/A

Comments/Notes:

Email Address: info@beardown-logistics.com

Telephone Number: 407.494.3954 Ext.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics Inc/Desmond Clark

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for RFP Number: 25.179 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Desmond Clark

Date: 7/21/25

Company Name: Bear Down Logistics Inc

Address: 8927 Fountain Palm Alley

Winter Garden (City) FL (State) 34787 (Zip Code)

Email: inf@beardown-logistics.com

X _____ Official Title: President/CEO

Please print or type name clearly: Desmond Clark

Telephone: 4074943954 Fax Number: _____

Federal Tax ID Number: 87-3340138

Subscribed and sworn to before me this 21 day of July 20 25

My Commission Expires: 1/16/29

Notary Public State of Florida
Maria Clark
My Commission HH 629795
Expires 1/16/2029

Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics Inc. / Desmond Clark

ATTACHMENT C - REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

Customer Name: USDA Lamesa

Telephone: 806-872-8870

Contact Name: Ralph Cummings Title: Director

Address: 906 N Elgin Ave

Lamesa (City) TX (State) 79331 (Zip Code)

Email Address: Ralph.Cummings@usda.gov

Customer Name: Brevard County Public Works

Telephone: (321) 863-3515

Contact Name: Willie Norman Title: Director

Address: 2725 Judge Fran Jamieson Way

Melbourne (City) FL (State) 32940 (Zip Code)

Email Address: Willie.Norman@brevardfl.gov

Customer Name: Wisconsin Department of Corrections

Telephone: (920) 324-6880

Contact Name: Rich Corning Title: Director

Address: 3099 E Washington Ave

Madison (City) WI (State) 53707 (Zip Code)

Email Address: richard.Corning@wisconsin.gov

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics.com

ATTACHMENT D - INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Florida

COUNTY OF: Orange

Desmond Clark, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X _____

Subscribed and sworn to before me this 21 day of July 2025

My Commission Expires: 1/14/29 _____

Notary Public (or Clerk or Judge)

Notary Public State of Florida
Maria Clark
My Commission HH 629795
Expires 1/16/2029

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics Inc / Desmond Clark

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Florida

COUNTY OF: Orange

Desmond Clark, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Bear Down Logistics Inc, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X _____

Subscribed and sworn to before me this 21 day of July 20 25

Notary Public State of Florida
Maria Clark
My Commission HH 629795
Expires 1/16/2029

My Commission Expires: 1/16/29

_____
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics Inc / Desmond Clark

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Florida

COUNTY OF: Orange

Desmond Clark, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Bear Down Logistics Inc, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X _____

Subscribed and sworn to before me this 21 day of July 20 25

My Commission Expires: 1/16/29

Notary Public (or Clerk or Judge)

Notary Public, State of Florida
Maria Clark
My Commission HH 629795
Expires 1/16/2029

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Perimeter Global Logistics

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

Trucking Service Delivery	Rate per hour $
End Dump	$ N/A
Flat Bed Trailer with Walls	$ 210
Bobtail	$ 210
Detachable Lowboy Trailer	$ 210

1.List fuel surcharge pricing.

Will be based on EIA FSC + 10% $+10%

2.List other optional services along with pricing.

N/A $

3.List any value-added services and / or volume discount information.

N/A

Comments/Notes: $210 per hour is based on regular routes/services

Emergecy services will be billed at $415 per hour and is subject to fleet availability at time of request

Email Address: taylor.soster@shippgl.com

Telephone Number: 945-290-2302 Ext. _____

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Perimeter Global Logistics

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for RFP Number: 25.179 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Perimeter International

Date: 7/17/2025

Company Name: Perimeter Global Logistics

Address: 2800 Story Road West

Irving (City) Texas (State) 75038 (Zip Code)

Email: dustin.eash@shippgl.com

X _____ Official Title: CFO

Please print or type name clearly: Dustin Eash

Telephone: 972-893-8051 Fax Number: _____

Federal Tax ID Number: 20-5207479

Subscribed and sworn to before me this 21 day of July 2025

My Commission Expires: 5-29-25

Notary Public for Clerk or Judge

MICHQUEL MURRAY
Notary Public, State of Texas
Comm. Expires 05-29-2029
Notary ID 10513223

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: _____

ATTACHMENT C - REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

Customer Name: Grainger

Telephone: 224-257-1032

Contact Name: Mike Bullock Title: Senior Manager, Strategic Initiatives

Address: 100 Grainger Parkway

Lake Forest (City) IL (State) 60045 (Zip Code)

Email Address: mike.bullock@grainger.com

Customer Name: L3 Harris

Telephone: 1 469 698 8947

Contact Name: Lionel Carrion Title: Global Supply Chain Manager, Project Management

Address: 7500 Maehr, Waco

Waco (City) Texas (State) 76705 (Zip Code)

Email Address: lionel.carrion@l3harris.com

Customer Name: Orlando Utility Commission

Telephone: 407-434-2701

Contact Name: Maria Cabreja Title: Supply Chain & Logistics Supervisor

Address: 5971 Pershing Ave

Oralndo (City) FL (State) 32822 (Zip Code)

Email Address: mcabreja@ouc.com

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Perimeter Global Logistics

ATTACHMENT D - INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Dallas

Dustin Eash, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

Subscribed and sworn to before me this 21st day of July 2025

My Commission Expires: 5-29-29

Notary Public

MICHQUEL MURRAY
Notary Public, State of Texas
Comm. Expires 05/29/2029
Notary ID 10513223

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Perimeter Global Logistics

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Dallas

Dustin Eash, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Perimeter Global Logistics, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X _____

Subscribed and sworn to before me this 21 day of July 20 25

My Commission Expires: 5-29-29

Notary Public for Clerk or Judge

MICHQUEL MURRAY
Notary Public, State of Texas
Comm. Expires 05-29-2029
Notary ID 10513223

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

City of Broken Arrow

Request for Action

File #: 25-1249, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 9-2-2025

Title:
Approval of and authorization to execute the purchase of one (1) 747 TK PTO ECO Jetter Truck from River City Hydraulics pursuant to the Sourcewell Cooperative Purchasing Contract

Background:
The Sewer Division of the Utilities Department has budgeted for the purchase of Jetter Truck. A quote has been received from River City Hydraulics for a 747 TK PTO ECO Jetter Manufactured by Sewer Equipment of America through the Sourcewell Cooperative Purchasing Contract #101221-SCA, City Membership ID #67325 in the amount of $237,705.06. Funding for this purchase is available in the Broken Arrow Municipal Authority (BAMA) Capital Improvement Fund in the amount of $260,000.00.

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. Sourcewell qualifies as a purchasing consortium under both the Code of Ordinances and the Purchasing Manual.

After review of the quoted pricing for this Jet Truck and accompanying equipment, staff has determined that the meets the operational needs of the Division and recommends purchase through the Sourcewell Cooperative Purchasing Contract.

Cost: $237,705.06

Funding Source: Broken Arrow Municipal Authority Capital Outlay: 2654400-2205415-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: City of Broken Arrow 747 TK PTO ECO, Sewer Equip. Co. Contract 101221

Recommendation:
Approval of and authorization to execute purchase of one (1), 747 TK PTO ECO Jetter Truck from River City Hydraulics pursuant to the Sourcewell Cooperative Purchasing Contract

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
8/20/2025	27582

Name / Address	Ship To
City of Broken Arrow PO Box 610 Broken Arrow, OK 74012	City of Broken Arrow 1700 W Detroit St Broken Arrow, OK 74012

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			

Item	Description	Qty	U/M	Rate	Total
SEWER EQUIP...	747 TK PTO ECO JETTER TRUCK	1	ea	237,705.06	237,705.06T
Options	ENGINE & PUMP HYDROSTATIC DRIVE VIA TRANS POWER PTO GIANT 40 GPM @ 2000 PSI W/30 MIN RUN DRY CAPABILITY LIGHTED NEMA 4 CONTROL PANEL AUTO SHUTDOWN (HIGH ENG TEMP / LOW OIL PRESSURE LOW OIL PRESSURE) AIR PURGE VALVE PAINTED STEEL SHROUD ENCLOSURE W/ LOCKING ACCESS DOORS RECIRCULATION SYSTEM AT HIGHWAY SPEED UPGRADE WATER PUMP TO GIANT 35GPM @ 3,000 PSI PLUNGER STYLE TRIPLEX WATER PUMP W/ 30 MINUTE RUN DRY CAPABILITY HYDRAULIC PRESSURE GAUGE DRAIN VALVES FOR WATER PUMP			0.00	0.00T
	HOSE REEL & HOSE ROTATING SAFETY REEL W/800' CAPACITY OF 3/4" HOSE 800' 3/4" ID X 3000 PSI OPERATING PRESSURE - PER FT AUTOMATIC LEVELWIND W/ HYDRAULIC UP/DOWN ACTION				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

RIVER CITY HYDRAULICS
RCH
SINCE 1982

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
8/20/2025	27582

Name / Address	Ship To
City of Broken Arrow PO Box 610 Broken Arrow, OK 74012	City of Broken Arrow 1700 W Detroit St Broken Arrow, OK 74012

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			

Item	Description	Qty	U/M	Rate	Total
	TANK & FILL UPGRADE TO FULLY BAFFLED 1000 GALLON DURAPROLENE (BLACK) WATER TANK W/ 10 YEAR WARRANTY 2.5" FILL SYSTEM FILL HOSE STORAGE RACK				
	TRUCK FREIGHTLINER M2-106 SINGLE AXLE MUDFLAPS (1) ALUMINUM UNDERBODY TOOLBOX DRIVER SIDE AND (1) ALUMINUM UNDERBODY TOOLBOX PASSENGER SIDE D.O.T. APPROVED LED LIGHTING SIX 28" D.O.T. SAFETY CONES AND HOLDER LONG HANDLE STORAGE TUBE				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
8/20/2025	27582

Name / Address	Ship To
City of Broken Arrow PO Box 610 Broken Arrow, OK 74012	City of Broken Arrow 1700 W Detroit St Broken Arrow, OK 74012

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			

Item	Description	Qty	U/M	Rate	Total
	ACCESSORIES 10' LEADER HOSE BB HOSE GUIDE TRI - STAR (CHISEL POINT) NOZZLE DD (HIGH FLOW) NOZZLE FINNED NOZZLE EXTENSION NOZZLE RACK 25' FILL HOSE WASHDOWN GUN W/25' EX. HOSE UPSTREAM PULLEY GUIDE PAPER OPERATOR / OWNER MANUAL WASHDOWN SYSTEM W/50' RETRACTABLE HOSE REEL ADDITIONAL PAPER OPERATORS MANUAL				
	ELECTRICAL & LIGHTING LED FLOOD LIGHT LED AMBER STROBE LIGHT LED ARROW BOARD HAND HELD WIRELESS LED SPOTLIGHT				
	SEWER EQUIPMENT OF AMERICA SOURCEWELL CONTRACT NUMBER 101221-SCA				
	CITY OF BROKEN ARROW CUSTOMER SOURCEWELL NUMBER 67325				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

Subtotal	$237,705.06
Sales Tax (0.0%)	$0.00
Total	$237,705.06

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

Sourcewell

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

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 Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies 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.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. 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 rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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. 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 at or below the price stated 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 the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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;

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

- 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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 Supplier 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 Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier 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.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 Supplier. 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 Supplier 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 Supplier 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:

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

- 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, 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;
- Item Purchased Price;
- 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.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 Agreement 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.

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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, stored, used, 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 thetrademark(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,

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. 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.

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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.

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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 coverage and limits of insurance not less than the following:

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 occurrence 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, products-completed operations including construction defect, 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 aggregate for Products-Completed operations
$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

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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.

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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 not 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 an 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. The Supplier 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. The Supplier 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). The Supplier 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, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

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 Supplier 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

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:
By: Shawn Bondele
B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state:	IL
Address:	1590 Dutch Road DIXON, IL 61021
Contact:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Phone:	815-835-5623
Fax:	815-284-0452
HST#:	36-2786536

Submission Details

Created On:	Wednesday August 25, 2021 07:50:30
Submitted On:	Monday October 11, 2021 15:11:12
Submitted By:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Transaction #:	44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address:	98.142.194.242

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")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
6	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):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick Il to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.	*
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.	*
11	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.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co……., 11 – Huntington National Bank……., 11 – 2021-2022 Sewer Equipment COI)	*
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 6.4% (2019) 7.1% (2020) 14% (2021y.t.d.) 13.3% Truck Jets (2018) 58.5% (2019) 8% (2020) 44.6% (2021y.t.d.) 31.7% Hydro-Excavation Trucks (2018) 5.9% (2019) 9.3% (2020) 6.9% (2021y.t.d.) 8.1%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 1.7% (2019) 2.0% (2020) 7.7% (2021y.t.d.)7.5% Truck Jets (2018) 66.7% (2019) 42.9% (2020) 75% (2021y.t.d.) 75% Hydro-Excavation Trucks (2018) 2.1% (2019) 2.0% (2020) 0% (2021y.t.d.) 7.8%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.	*
15	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. 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? 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?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.	*
16	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.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The figures below do not include state and other local contracts that are manages by our distributors. These are only contract held directly by Sewer Equipment. HGAC (2018) $361,491.00, (2019) $496,502.00, (2020) $0.00, (2021) $0.00, State of Ohio (2018) $66,914.00, (2019) $337,639.00, (2020) $569,970.00, (2021) $248,523.00 Florida Sheriffs (2018) $0.00, (2019) $0.00, (2020) $0.00, (2021) $87,886.00 BuyBoard (2018) $0.00, (2019) $0.00, (2020) $0.00 (2021) $52,325.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA (2018) $0.00, (2019) $250,619.00, (2020) $263,271.00, (2021) $58,479.00 DLA (2018) $0.00, (2019) $256,309.83, (2020) $274,847.00, (2021) $0.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	$705,804.00	*

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 *	
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets. and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. 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?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	• Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". • Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. • Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. • Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. • Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. • Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. • Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: • We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: o WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. o Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. o Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. o Internal quarterly sales meeting includes update on sales success regarding the contract. o When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is $1,839.00 for the first day and $1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is $943 per person. Meals and lodging are included in the price and customer is responsible for transportation.	*
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.	*

41	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.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable… and attachment - 41 Illinois Adjustable….), Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter….) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market	*
42	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.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive…)	*
43	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.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit……)	*
44	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?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors cans be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.	*

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 *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy……)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
48	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? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Providences. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
49	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?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	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.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	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?	Sewer Equipment does not accept P-Card for payments currently.	*

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 *	
58	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.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com.	*
59	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.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.	*
61	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.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be “pass-thru” items and are not subject to Sourcewell discounts or fee reporting.	*
62	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.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other that what is listed above.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.	*
68	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.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcwell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.	*
69	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. (See the RFP and template Contract for additional details.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.	*

Table 14A: 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.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows…. • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.	*

Table 14B: 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.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	See Equipment List	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	See Equipment List	*
74	Jetters and rodders	(•) Yes ( ) No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 - Price Sheets.zip - Monday October 11, 2021 13:50:43
- Financial Strength and Stability - Financials.zip - Monday October 11, 2021 13:51:14
- Marketing Plan/Samples - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- WMBE/MBE/SBE or Related Certificates - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- Warranty Information - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- Standard Transaction Document Samples - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- Upload Additional Document - Additional Documents.zip - Monday October 11, 2021 13:54:30

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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/sdnlist.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. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of 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_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

City of Broken Arrow

Request for Action

File #: 25-1251, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 9-02-2025

Title:
Approval of and authorization to execute the purchase of one (1) Hydro Vactor Trailer from Vermeer Great Plains, pursuant to the Sourcewell Cooperative Purchasing Contract

Background:
The Water Repair and Construction Division of the Utilities Department has budgeted for the purchase of one (1) Hydro Vactor Trailer.

A quote has been received from Vermeer Great Plains, through the Sourcewell Cooperative Purchasing contract #110421-VRM, City membership ID#67325. Funds for this purchase are available in the Broken Arrow Municipal (BAMA)Capital Improvement Fund in the amount of $125,000.00 with an additional budget transfer of $9,603.50 to cover the additional costs.

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

Base pricing of the Vactor Trailer includes a 36-month MV Solutions Extended Parts & Labor Warranty, reflected in the attached quote. Staff has identified this Vactor Trailer (Stock #E018121) as a responsible quote to meet the needs of the division and, therefore, recommends purchase from the Sourcewell Contract.

Cost: $134,603.50

Funding Source: Broken Arrow Municipal Authority Capital Outlay: 2654150-2205403-570030

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Hydro Trailer Quote, Vermeer Contract 110421

Recommendation:
Approval of and authorization to execute purchase of one (1) Hydro Vactor Trailer from Vermeer Great Plains, pursuant to the Sourcewell Cooperative Purchasing Contract

Vermeer
Great Plains
An Employee Owned Company

Olathe, KS (913) 782-3655 | Goddard, KS (316) 794-3500 | Brookline, MO (417) 886-3500 | Oklahoma City, OK (405) 478-2900 | Catoosa, OK (918) 266-3300

Ship To: IN STORE PICKUP

Branch		
05 - CATOOSA		
Date	Time	Page
07/09/2025	14:03:58 (O)	1
Account No.	Phone No.	Estimate No.
BROKE001	9182598367	Q02773 01
Ship Via	Purchase Order	
	QUOTE	
Tax ID No.		
52972	NON-EXPIRING	
	Salesperson	
	GD1	

Invoice To: CITY OF BROKEN ARROW
P.O. BOX 610
ATTN: ACCOUNTS RECEIVABLE
BROKEN ARROW OK 74013

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/23/2025 Amount

Stock #: E018121 Serial #: 127345.33
Hours: 0
New VM LP SD Traile
New VERMEER LP SD Traile LP1273SDT W/ BOOM,24K GVWR, 2X200
****INCLUDING THE FOLLOWING OPTIONS****

LPSDT1062	LP1273SDT W/ BOOM,24K GVWR, 2X200 GAL WTR TANKS	$122,788.77
LPSDT2140	YANMAR 49 HP EFI DIESEL ENGINE, HOT BOX OR BOOM	$1474.10
LPSDT3520	HYDRAULIC JACK	$2,452.73
LPSDT3602	4 HOSE AND TOOLING FOR BOOM UNITS	$629.73

Miscellaneous Charges/Credits

MV SOLUTIONS EXT WARRANTY	Qty: 1	Price:	4758.17	4758.17
DEALER FRT / PREP	1		2500.00	2500.00

Subtotal: 134603.50
Authorization: _____ Quote Total: 134603.50

WE APPRECIATE YOUR BUSINESS!
PLEASE CONTACT ME WITH ANY QUESTIONS.
GAGE DUGAN 918.264.2233
GAGE.DUGAN@VERMEERGP.COM

LPSDTPL3 3 YR PARTS & LABOR WARRANTY

****
SOURCEWELL CONTRACT NUMBER:110421-VRM
VERMEER SELL PRICE: $144324.70
SOURCEWELL CONTRACT DISCOUNT: $16979.37
NEW SELL TOTAL: $127345.33
BROKEN ARROW SOURCEWELL NUMBER:67325
****

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

Sourcewell

Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company, dba Vermeer Corporation, 1210 Vermeer Road, East Pella, IA 50219 (Supplier).

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 Public Utility Equipment with Related Accessories and Supplies 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.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. 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 will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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. 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 at or below the price stated 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 the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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;

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

- 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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 Supplier 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 Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier 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.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 Supplier. 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 Supplier 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 Supplier 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:

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

- 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, 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;
- Item Purchased Price;
- 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.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 Agreement 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.

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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, stored, used, 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 thetrademark(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,

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. 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.

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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.

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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 coverage and limits of insurance not less than the following:

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 occurrence 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, products-completed operations including construction defect, 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 aggregate for Products-Completed operations
$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

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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.

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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 not 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 an 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. The Supplier 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. The Supplier 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). The Supplier 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, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: E3E99718-69FE-4C18-AAA8-526834DC6680

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 Supplier 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

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/20/2021 | 2:09 PM CST

Vermeer Manufacturing Company, dba Vermeer Corporation

By: DocuSigned by: Chad Tousey 04052E97E152483...

Chad Tousey

Title: Corporate Accounts Manager

Date: 12/20/2021 | 12:44 PM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 12/20/2021 | 3:51 PM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Vermeer Corporation
Does your company conduct business under any other name? If yes, please state:	?
Address:	1210 E Vermeer Road Pella, Iowa 50219
Contact:	Chad Tousey
Email:	ctousey@vermeer.com
Phone:	641-629-6903
Fax:	641-629-6903
HST#:	42-0663191

Submission Details

Created On:	Thursday September 16, 2021 10:00:12
Submitted On:	Thursday November 04, 2021 15:17:41
Submitted By:	Chad Tousey
Email:	ctousey@vermeer.com
Transaction #:	f642a28d-11f8-4e9b-b3fe-62714e5f92c2
Submitter's IP Address:	163.116.133.114

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")	Vermeer Manufacturing Company (dba Vermeer Corporation) Tax ID: 42-0663191 Phone: (641) 628-3141 Email: salesinfo@vermeer.com	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vermeer MV Solutions	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable	*
4	Proposer Physical Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A.	*
5	Proposer website address (or addresses):	www.vermeer.com	*
6	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):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Samantha Van Wyk Corporate Accounts Specialist samanthavanwyk@vermeer.com 641-621-7548	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More" In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 7 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications. Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 194 dealerships located worldwide. This includes 127 dealerships covering all the United States and 16 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.	*
10	What are your company's expectations in the event of an award?	In the event the Sourcewell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcewell has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcewell program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing Sourcewell's assets (web training, promotional literature, contract support and the new Marketplace) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the Sourcewell Contract). The use of periodicals, mass mailings, newsletters and web presence will also be utilized.	*
11	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.	See Document: Financial Strength	*
12	What is your US market share for the solutions that you are proposing?	Directional Borers (Under 15,000) FY2021 United States: estimate over 50 percent Directional Borers (15,000 – 50,000) FY2021 United States: estimate over 40 percent Riding Trenchers FY2021 United States: estimate over 30 percent Vibratory Plows FY2021 United States: estimate over 35 percent	*
13	What is your Canadian market share for the solutions that you are proposing?	Directional Borers (Under 15,000) FY2021 Canada: estimate over 50 percent Directional Borers (15,000 – 50,000) FY2021 Canada: estimate over 40 percent Riding Trenchers FY2021 Canada: estimate over 30 percent Vibratory Plows FY2021 Canada: estimate over 35 percent	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	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. 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? 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?	Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and wholly owned manufacturing subsidaries in Freeman, SD, Greenville, SC and Okahumpka, FL. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts. Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members. The entire Vermeer dealership network has a limited number of independent principle owners and works directly with Vermeer Corporation. Vermeer Corporation and Vermeer dealers work together with professionalism and shared values.	*
16	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.	Vermeer holds a certificate of existence to do business in the state of Iowa, along with a certificate of insurance. See Document: Insurance	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	January 2014 - Present Best Place to Work in Marion County (2014, 2015, 2016, 2017) Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020) 401(k) Plansponsor of the Year Finalist by Plansponsor Magazine (2017) Plansponsor Magazine's Best in Class 401(k) plans Plansponsor of the Year Award from ABG (2019) 2nd place in the Special Projects Category of Pension and Investments Eddy Awards (2021) North American Equipment Dealer Association's Dealer Choice Award (2013, 2014, 2015, 2016) Equipment Dealer's Association Dealer Choice Award (2019, 2020) Des Moines Register's Top 100 Workplaces in Iowa (2014, 2015) Business of the Year Award by Habitat for Humanity Private Board of the Year Award for serving the business, team members and community with best practices in structure and performance (2019) Chair Emeritus Bob Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (2016) Founder Gary Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (1996) Founder Gary Vermeer induction into Power and Communication Contractors Association (PCCA) Hall of Fame (2015) Chair Emeritus Mary Andringa inducted into the Association of Equipment Manufacturers Hall of Fame (2019) Chair Emeritus Mary Andringa was inducted into the Power and Communication Contractors Association (PCCA) Hall of Fame (2019) Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020) Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top 10 Young Professionals Award Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporate Impact) Award in the Community Impact category for work following 2018 tornado Habitat for Humanity Service Above Self Award to Kevin Glesener 2017 Trenchless Technology Person of the Year to Jim Rankin STEP Awards to Mary Andringa, Wanti Muchtar, Alicia Kuhlman and Eileen Eick Red Rock Area Top 10 Under 40 Awards to Liz Sporrer (2018), Dan Huitink (2019) and Seth Williams (2020) National Certified Welding Inspector (CWI) of the Year Award received by Jeff Redding at FABTECH Metal Manufacturing Conference (2019) Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020) Todd Atchison and Seth Howard awarded Patriot Award by the Iowa Employer Support of the Guard and Reserve (ESGR) Two Bronze Telly Awards in the Branded Content: Promotional category and one Silver Telly Award in the Non-Broadcast: Corporate Image category (2019) Public Relations Society of America (PRSA) Award of Excellence in Crisis Communications category (2019) Ames Economic Impact Award by Ames Economic Development Commission Vermeer invited to National Governors' Association Showcase Association of Equipment Manufacturers Pillar of Industry Award (2015, 2016) Vermeer FT100 receives 2015 Contractors' Top 50 New Products from Equipment Today STEM Culture of Excellence Award Vermeer inducted into International Mining Technology Hall of Fame Vermeer MC Series Mower Conditioner receives 2015 FinOvation Award from Farm Industry News Vermeer Freeman receives the Meritorious Achievement Award for better-thanindustry-average incident rates Vermeer MV Solutions – South Carolina received Workplace Safety Award from McGriff Insurance Services for excellent 2019 safety performance BC1000XL receives top new products in 2014 by Arbor Age Legends of Manufacturing Award from the Iowa Association of Business and Industry Association of Equipment Manufacturers Pillar of Industry Award Association of Equipment Manufacturers I Make America Legacy Award Vermeer ZR5 self-propelled round baler on the top 10 stories list for Agriculture.com Named Manufacturing Technology Company of the Year at the Technology Association of Iowa (TAI) Awards (2019) Manufacturing Leadership Award winner in Operational Excellence Leadership for our work with digital instructions (DI) and the role it played in quickly recovering after the tornado (2019) Awarded the Pella Area Community & Economic Alliance (PACE) Impact award (2019)	*
19	What percentage of your sales are to the governmental sector in the past three years	2018: 4.1% of total sales are to the government sector 2019: 4.4% of total sales are to the government sector 2020: 4.3% of total sales are to the government sector	*

20	What percentage of your sales are to the education sector in the past three years	2018: 0.09% of total sales are to education sector 2019: 0.08% of total sales are to education sector 2020: 0.09% of total sales are to education sector	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vermeer Corporation holds contract STS515 with the State of Ohio that includes a select group of equipment. 2018: $918,473 2019: $983,552 2020: $720,263 Vermeer holds contract GSS13673-GRND_MAINT with the State of Delaware. The State of Delaware adopted Vermeer Corporation's Sourcewell contract #031721-VRM 2018: $121,124 2019: $0 2020: $0	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Columbia County	Glenn O'Steen	706-868-3305	*
City of Chesapeake	William "Bud" Cartwright	757-382-6923	*
City of Ventura	Frank Palmer	805-652-4573	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
City	Government	California - CA	Brush Chippers Trommel Screens, Vacuums and Stump Cutters	$118,000	$1,885,000	*
City	Government	Georgia - GA	Brush Chippers	$180,000	$600,000	*
City	Government	Iowa - IA	Brush Chippers, Vacuums and Horizontal Grinder	$246,000	$1,229,000	*
City	Government	South Dakota - SD	Horizontal Grinder and Transport	$453,000	$905,000	*
Sanitation	Government	California - CA	Horizontal Grinders	$673,000	$1,344,000	*

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 *	
25	Sales force.	Factory product specialists and our dealership network consists over 500 sales reps. Vermeer and its dealers can sell and support our products across the globe. This entire group focuses on Vermeer products such as those included in this RFP and overall customer support.	*
26	Dealer network or other distribution methods.	Vermeer has 127 dealership locations in the United States, 16 dealership locations in Canada, and 194 locations worldwide, each with numerous sales people. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 450 individuals in the United States. See Document: Ability to Sell and Deliver Service	*
27	Service force.	Vermeer Corporation has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of 566 in the United States, and just under 50 in Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Because Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this Agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this agreement and/or engage those dealers as subcontractors to fulfill the same. Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder." Vermeer Corporation will utilize a Business-to-Government order process and funds flow. The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below: Customer contacts the local dealer or factory for Sourcewell for a contract purchase Determine if local agency is Sourcewell member If member – proceed If not a current member – assist agency with online membership application Dealer determines product specifications and supplies quote Pricing – percentage discount from catalog pricing Develop quote with: Machine pricing Freight – based on zoned freight matrix Quote presented to local agency Accepted – proceed to order process Denied – Dealer does not proceed, seeks possible assistance from Vermeer Corporate & Sourcewell Dealer will use machine from current inventory or places an order and delivers when available	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From directional drill to ride-on trencher parts to construction equipment, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in Vermeer University training programs — an industry leading, field-proven educational training program • Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support. • Typically, a service representative is available at the point of contact to discuss a service concern or issue. • Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter. • Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world. • Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field. • Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs. • Vermeer is the only utility equipment manufacturer that backs its products with an exclusive worldwide dealer organization. • Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships. • Vermeer is recognized as having one of the industry's best response time and overall product support.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vermeer is honored to be a currently-awarded Sourcewell vendor. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving, and selling our quality Utility products to, the Sourcewell membership.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vermeer is capable of serving all geographic areas of the United States and Canada. See Document: Ability to Sell and Deliver Service	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. 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?	With 127 store locations owned by 18 independent dealers throughout the United States, Vermeer Manufacturing Company's Industrial Distribution Network is well equipped to support all Sourcewell needs. Each store location includes either immediate parts inventory accessibility or the ability to order parts on short lead times. In addition, the service technicians located at each location can access Vermeer's vast service library to help ensure equipment issues are addressed in an efficient manner.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force, our "feet on the street", through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have very intentional training and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts. Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers. In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page. https://www.vermeer.com/NA/en/N/support/cooperative_buying In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer will be adding information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization. We are continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels to further drive awareness of our Sourcewell contract. We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility. As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell. See Document: Marketing.zip	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We view Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada. The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page. The contract support team at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a Sales Accelerator event or a vendor training event, in additional to all the support provided through trade shows and overall passion for Sourcewell. Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows. At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture, and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer continues to work with GST - Government Solutions Team, LLC to our support resources. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor sales people and governmental fleet customers about Sourcewell. GST helps our dealers overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Vermeer is currently considering the feasibility of implementing an E-procurement, Emarketplace system and working with Sourcewell on their new "Marketplace" rollout.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

39	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.	Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States.	*
40	Describe any technological advances that your proposed products or services offer.	Vermeer is considered to be the innovator within the industry creating newer, more efficient products. We are continuously developing environmental and economic features in our products. Each product has its own features and benefits. Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products. Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products. The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc). This provides the members with information that is specific to their application and helps make the purchasing decision more efficient. A local Vermeer dealer can be located using the 'Dealer Locator" feature on the website.	*
41	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.	Vermeer has developed and implemented an Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence. Key elements of our Environmental Management System include: • Corporate Vision – Following the "Stewardship Principle" of our "4-P Philosophy" we are committed to being good stewards of our resources by being "Resource Smart." Our desire is more than just being compliant; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we all share. That's not only in our company efforts but also what our company is developing as a part of our products. • Energy Reduction – Vermeer has committed to reduce our energy footprint by 25% by 2025 by partnering with the US Department of Energy's Better Plants Program. o A 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage o Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light. o Resource Conservation is achieved in three ways…Reduction…Reuse…and…Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms. o In 2020, 76% of our waste was recycled. o About 3000 pounds of organic waste is composted every month. o Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent. • Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include: o Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. o All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment. • Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process. • Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include: o Annual waste collection days during Earth Day for the local community o Environmental education grants o Environmental Educational Tours and Programs (Teachers / Students / Community) o Support volunteerism for disaster clean-up and recovery efforts o Environmental Internships o Partnerships with colleges for technical educational programs that benefit the environment • Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as: o Bio-waste conversion to energy and ethanol o Geothermal applications o Wind energy o Water quality o Waste processing and composting • Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including brush chippers, whole tree chippers, horizontal and tub	*

		grinders, and compost tuners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid. o Brush chippers, whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities. o From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process. o Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels. • Innovations in Vermeer products help reduce environmental impact, with features such as EcoIdleTM engine control system on select brush chippers that monitors engine inactivity to help reduce fuel consumption and noise. • Vermeer is puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. • Future Goals – Our continued efforts to minimize waste and conserve natural resources will ensure our operations remain environmentally sustainable. The focus will be: o Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage o Complete a water usage analysis and set new goals for reductions and reuse o Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.	
42	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.	Not Applicable	*
43	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.	Vermeer has a small business partner who is certified HUBZone, certified Service-Disabled Veteran Owned Small Business (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set aside parameters. This program will incorporate a third party and any fees associated with that third party. Mary Andringa, daughter of Vermeer's founder Gary Vermeer has been involved in the business since 1982. Mary has served in many leadership roles including CEO and currently Chair of the Board. Mary has been a passionate ambassador for manufacturing, continuous improvement and global trade. One of 18 private sector members of President Obama's Export Council, representing manufacturing on important trade matters. Served two-year term as chair of the National Association of Manufacturers (NAM), the nation's largest manufacturing association, leading efforts to promote a stronger manufacturing industry. Past member of the Export-Import Bank Advisory Committee. Inducted into Industry Week's Manufacturing Hall of Fame.	*
44	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?	Vermeer Corporation celebrates 7 decades of manufacturing. From modest beginnings, quality product innovations and demand has allowed the company to expand offering in more than 60 countries. Our full line is considered the innovator of quality products within the industry. The reputation of the Vermeer brand allows for typically higher resale of used equipment bringing more value to the governmental agency. Vermeer's product support is among the best in the industry, enabling the equipment investment to last longer, again adding value. Vermeer implements a training program for customers helping to maintain a safe work environment for the operators. Vermeer is the only supplier that can offer such a wide variety of equipment. For this Utility RFP, we are including products from our Infrastructure and MV Solutions segments.	*

Table 9: 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 *	
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in manufacturer Warranty Statements. See document: Warranty	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.	*
48	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? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada. Sourcewell entities will be provided service/warranty repair in our dealer's shops or on the job site when applicable.	*
49	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?	Warranties will be passed on to the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.	*
51	Describe any service contract options for the items included in your proposal.	Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options. See document: Warranty	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. Cash, Credit, Financing and Leasing.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.	*
54	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.	Transaction documents will vary by dealer location, but typically a signed sales order and/or purchase order is acceptable.	*
55	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?	If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships. Standard card issuer fees apply.	*

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 *	
56	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.	Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Public Utility Equipment RFP, the discounts are up to 14%. There is a pricing list included with the RFP that incorporates the appropriate and stated discount for each unit and options for each model. The price list utilizes model numbers and sales codes rather than SKU numbers. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. The Freight Matrix shows the maximum amount that can be charged to a Sourcewell member. In most cases the location allows the freight to be much lower than is listed on the matrix. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the price list and the freight matrix. By supplying both product price and freight as part of the "contract price", the member will be able to have full assurance of contracted pricing eliminating all the potential "gray area" for the Purchasing Officer. We will continue to work with Sourcewell to refine this method if needed. See document: Pricing and Delivery	*
57	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.	For equipment related to this RFP, discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealership network have the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.	*
59	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.	Sourced goods will be provided through the Vermeer dealership with the following pricing maximums: Cost Plus up to 18% trailers Cost Plus up to 35% all other items	*
60	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.	Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. A few examples are the following: RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges: CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation. Tire tax of $1.75 per tire. This is required for anything with tires. Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have provided a freight matrix which includes any applicable freight and dealer prep costs. We included a maximum freight rate to provide the Sourcewell member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone based freight matrix. Delivery is included in this total price for each unit.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for Sourcewell.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Each dealer receives funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program.	*
66	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.	Vermeer has a 13 year sales history with NJPA/Sourcewell with consecutive years of year over year growth. We base our success on the contract by evaluating growth from the previous year, along with dealer engagement with quotes, sales and training.	*
67	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. (See the RFP and template Contract for additional details.)	Vermeer Corporation is proposing a 0.75% administrative fee to be paid to Sourcewell when reporting monthly equipment sales. Vermeer Corporation assumes this fee and will not ask dealers or members to pay any additional costs.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Directional Drills- From a heritage of underground utility installation going back decades, Vermeer has been a market leader and innovator in the horizontal directional drill industry for more than 30 years. With a range of size and power offerings across our drill lineup, Vermeer has made a commitment to helping you tackle jobs in the tightest spaces and in the most difficult ground conditions, helping to maximize your productivity and improve your efficiency as you work to meet demanding deadlines. Ride-On Trenchers, Plows & Rock Wheels- Vermeer trenchers are available with a range of attachments from standard center mount to offset with conveyor, helping you to exceed jobsite expectations every time. Our RTX models feature the quad-track system for work in a wider range of weather and ground conditions. When we introduced quad tracks, we affirmed our commitment to making once unthinkable productivity rates possible. Vermeer also offers a variety of plows that help power down through turf with minimal ground disturbance. From our exclusive multi-blade plow for use in underground dripper line installation, to our versatile walk-behind plows and vibratory plows that make quick work of fiber-optic, gas and water utility installations. Cut through rock, concrete and other tough surfaces easily with a Vermeer rockwheel. Vacuum Excavators-Productive and powerful vacuum excavators that can be used with pothole applications and fluid management. A modular design allows it to be trailer or truck mounted. Piercing Tools-Also known as "Hole Hammers" these tools put the power of a proven, simple and reliable design in your hands. Vermeer Hole Hammers can handle a full range of projects, including gas, electric, fiber, telecom, water and irrigation installations. Pile Driver- As the world's population grows, alternative energy sources will become increasingly important contributors to the world's store of available energy. Vermeer offers solar industry pioneers the high-quality, productive equipment solution this rapidly expanding market demands. Locator (McLaughlin G3 Verifier)- McLaughlin's newest locator combines trusted precision with a simple, user-friendly interface. Contractors face congested underground conditions, unmarked utilities and increasingly strict regulations, making accurate, and timely locating more important than ever. Specialty Excavation- Vermeer can help find you the best trench digging machine. Whether you're cutting through hard rock or installing a cross-country pipeline, Vermeer has a trenching solution to meet your needs.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no subcategories under Specialty Excavation, Lawn Plows, Directional Drills, Piercing Tools, Locating Systems, Trenchless Vacs, Utility Trenchers and Pile Drivers.	*

Table 14B: 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.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	○ Yes ◉ No	Not Applicable to the Vermeer product line	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	○ Yes ◉ No	Not Applicable to the Vermeer product line	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	◉ Yes ○ No	Vermeer offers all options listed	*
73	Utility locating equipment	◉ Yes ○ No	Vermeer offers locating equipment	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	◉ Yes ○ No	Vermeer offers parts and services related to the offering	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 - Pricing and Delivery.pdf - Thursday November 04, 2021 15:10:45
- Financial Strength and Stability - Financial Strength.pdf - Thursday November 04, 2021 14:15:08
- Marketing Plan/Samples - Marketing Plan.zip - Thursday November 04, 2021 15:02:05
- WMBE/MBE/SBE or Related Certificates - Insurance.pdf - Thursday November 04, 2021 14:15:31
- Warranty Information - Warranty.pdf - Thursday November 04, 2021 14:15:19
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Ability to Sell and Deliver Service.pdf - Thursday November 04, 2021 14:21:01

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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/sdnlist.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. - Chad Tousey, Corporate Accounts Manager, Vermeer Corporation

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_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☑	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☑	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☑	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☑	1

City of Broken Arrow

Request for Action

File #: 25-1236, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 9-2-2025

Title:

Approval of and authorization to execute the purchase of one (1) Kubota Model: KX033-4R3A Hydraulic Excavator from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA)

Background:

The Sewer Division of the Utilities Department has budgeted for the purchase of a Kubota KX033-4R3A Hydraulic Excavator from Stewart Martin Kubota of Broken Arrow. A quote has been received through the Sourcewell Cooperative Purchasing Contract (formerly NJPA) #082923-KBA, City Membership ID #67325. Funding for this purchase is available in the Broken Arrow Municipal Authority (BAMA) Capital Improvement Fund in the amount of $90,500.00.

The quote includes the KX033-4R3AE machine, a BR360 Series Breaker, 12-inch trenching bucket, 24-inch trenching bucket, quick coupler, and an extended two-year warranty. The quoted base pricing also provides a 24-month/2,000-hour full machine warranty and an additional 24-month/4,000-hour warranty, for a total warranty period of four years or 4,000 hours, whichever comes first.

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. Sourcewell qualifies as a purchasing consortium under both the Code of Ordinances and the Purchasing Manual.

This model was selected because it meets the operational size and performance requirements of the Utilities Division and ensures local dealer support for service and parts.

Staff respectfully recommends approval of the purchase of a Kubota KX033-4R3A Hydraulic Excavator from Stewart Martin Kubota of Broken Arrow in the amount of $76,377.99 through the Sourcewell Cooperative Purchasing Contract.

Cost: $76,377.99

Funding Source: Broken Arrow Municipal Authority Capital Outlay: 2654430-2205415-570030

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Stewart Martin Kubota KX033 Excavator Quote, Kubota Sourcewell Contract 082923-KBA

Recommendation:
Approval of and authorization to execute the purchase of one (1) Kubota Model: KX033-4R3A Hydraulic Excavator from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA)

Sourcewell

Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

KX033-4R3AE WEB QUOTE #2904172
Date: 8/19/2025 12:29:57 PM
-- Customer Information --
Broken Arrow, City of
67325
City of Broken Arrow
bobo@tulsakubota.com
9182598361

Quote Provided By
STEWART MARTIN KUBOTA OF BROKEN ARR
Bobo Newton
1275 NORTH ELM PLACE
BROKEN ARROW, OK 74012
email: bobo@smekubota.com
phone: 8706920458

-- Standard Features --

Kubota

K Series KX033-4R3A

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Half Pitched Rubber Tracks or (Steel Tracks)
ROPS/OPG (Top Guard, Level 1)
4 Post Canopy or Heated Cab with A/C
Suspension Seat
Kubota 3 Hydraulic Pump Design
1 Gear; 2 Variable Displacement Pumps
Hydraulic Joystick Controls with Wrist Rests
Hydraulic Accumulator
Two Operating Pattern Selection System
Standard Front Dozer Blade
360 Degree Full Rotation
70° Left and 48° Right Boom Swing Angle
15.8 GPM Adjustable Auxiliary Hydraulics Port
With Diverter Valve
Five Second Quick Preheat System
Key Switch Stop System
Self Bleed Fuel System
Two Speed Travel
Auto Idle
Thumb Bracket and Relief Valves
Swivel Negative Brake
Travel Negative Brake
Third Line Return (Hydraulic)

ENGINE

Kubota D1703M-DI-E4
3 Cylinder, 4 Cycle
24.8 Gross HP (SAE J1995) @ 2200 RPM
23.2 Net HP (SAE J1349) @ 2200 RPM

OPERATIONAL DIMENSIONS

Max Digging Depth 10' 6"
Max Digging Radius @ Ground Level 16' 10"
Max Vertical Digging Depth 7' 4"
Max Dumping Height 11' 7"

DOZER BLADE DIMENSIONS

Width 61"
Height 13.5"/ 15.2"Angle
Lift Above Ground 14.4"/ 15.9"Angle
Drop Below Ground 14.8"/ 16.1"Angle

PERFORMANCE

Digging Force @ Bucket 8138 lbs
Digging Force @ Dipper Arm 3867 lbs
Travel Speed (Low/High) 1.9/2.9 mph
Traction Force (Low) 6091 lbs
Lift Capacity 3230 lbs
- Over Front
- Blade Grounded
- 2 Ft. Load Point Height
- 8 Ft. Load Radius

DIMENSIONS AND OPERATING WEIGHT

KX033-4R3AE Rubber Tracks, ROPS/OPG (Top Guard, Level 1) Cab, w/ Heat and A/C
Angle Dozer Blade w/ bolt on cutting edge,
Extendable Dipper
Overall Length 15' 6"
Overall Width 5' 1"
Overall Height 8' 1"
Operating Weight* 7,742 lbs.
Ground Clearance 11.4 "
* Includes operator's weight, 175 lbs.

-- Custom Options --

KX033-4R3AE Base Price:	$69,011.00
(1) BR360 Series Breaker, 1.65" tool dia. Width AP-BR510-01-21-BR360 Series Breaker, 1.65" tool dia. Width	$15,475.00
(1) EXCAVATOR (1) KEYLESS START KIT 77700-10659-EXCAVATOR (1) KEYLESS START KIT	$698.71
(1) CAB MIRROR KIT K7479-CAB MIRROR KIT	$328.00
(1) 12" QA TRENCHING BUCKET K7872A-12" QA TRENCHING BUCKET	$1,467.00
(1) QUICK COUPLER K7870A-QUICK COUPLER	$1,435.00
(1) 24" QA TRENCHING BUCKET K7875A-24" QA TRENCHING BUCKET	$1,986.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	$461.00
(1) EXCAVATOR & WL TELEMATICS HARNESS K6704A-EXCAVATOR & WL TELEMATICS HARNESS	$167.00
Configured Price:	$91,028.71
Sourcewell Discount:	($22,001.64)
SUBTOTAL:	$69,027.07
2Yr KX033-4R3AE Extended Warranty	$2,200.00
Dealer Assembly:	$372.17
Freight Cost:	$793.75
PDI:	$400.00
Hydraulic Quick Coupler with install	$3,585.00
Total Unit Price:	$76,377.99
Quantity Ordered:	1
Final Sales Price:	$76,377.99

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.**

© 2018 Kubota Tractor Corporation. All rights reserved.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

Sourcewell

Solicitation Number: RFP #082923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Supplier).

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 Ag Tractors with Related Attachments, Accessories, and Supplies 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 October 11, 2027, 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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier 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. 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 at or below the price stated 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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. 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;

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

- 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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 Supplier 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 Supplier or its authorized

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

subsidiary, distributor, dealer, or reseller. 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, Supplier 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.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 Supplier or its authorized dealers, distributors, or resellers, 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 Supplier 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 Supplier 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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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;
- Item Purchased Price;
- 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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services 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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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 coverage and limits of insurance not less than the following:

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 occurrence 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, products-completed operations including construction defect, 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 aggregate for products liability-completed operations
$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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier 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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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. The Supplier 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. The Supplier 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). The Supplier 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, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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 Supplier 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	Kubota Tractor Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Paul Manger DB2930A6B34543B...
By: _____	By: _____
Jeremy Schwartz	Paul Manger
Title: Chief Procurement Officer	Title: Executive Director
Date: 10/9/2023 | 2:16 PM CDT	Date: 10/12/2023 | 10:08 AM CDT

Approved:

DocuSigned by: Chad Coauette 48BAF71B0894454...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 10/12/2023 | 11:22 AM CDT

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name:	Kubota Tractor Corporation
Address:	1000 Kubota Drive Grapevine, Texas 76051
Contact:	Trisha Davis
Email:	trisha.davis@kubota.com
Phone:	817-532-3879
Fax:	888-458-2682
HST#:	9 5 2 8 0 1 5 1 3

Submission Details

Created On:	Tuesday July 11, 2023 11:40:58
Submitted On:	Tuesday August 29, 2023 08:11:27
Submitted By:	Mark Adama
Email:	mark.adams@kubota.com
Transaction #:	282f92cd-0e1e-4aa8-a9c8-087bd118f06b
Submitter's IP Address:	209.249.99.117

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")	Kubota Tractor Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Kubota Tractor Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Kubota Tractor Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable at this time.	*
5	Proposer Physical Address:	1000 Kubota Drive Grapevine, TX 76051	*
6	Proposer website address (or addresses):	www.kubotausa.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):	Paul Manger Executive Director 1000 Kubota Drive, Grapevine, TX 76051 Paul.Manger@kubota.com (817) 756-1171	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trisha Davis National Accounts 1000 Kubota Drive, Grapevine, TX 76051 Trisha.Davis@kubota.com (817) 532-3879	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Adams Manager, National Account Sales 1000 Kubota Drive, Grapevine, TX 76051 Mark.Adams@kubota.com (630) 488-8001	

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.	Who Kubota is, and will continue to be, is summed up in this statement - We are dedicated to food, water, and life. Kubota Corporation was established in 1890 as a metal casting business. When cholera was spreading through Japan, Kubota began mass domestic production of the nation's first cast iron pipes to help people avoid the disease. The company's founder Gonshiro Kubota believed, "Products that help the country prosper cannot be born without pouring all of your knowledge and soul into its development." He also believed, "Our products should not only be technically excellent, but also useful for the good of society." Inheriting these philosophies, the company has always stood up to social issues. Kubota Corporation developed agricultural machinery to combat the food shortage in post-war Japan, and established water and waste management, as well as an urban infrastructure development business to deal with the rapid economic growth of the country. Starting at the turn of the century, Kubota Corporation began expanding its global operations. In 2021, overseas revenue ratio reached 78%, spanning 120 countries and regions around the world where it is tackling sophisticated local climate and environmental challenges. Currently, Kubota Corporation treats food, water, and environment as one business area that leverages each other and is developing new solutions to combat the challenging and complex issues. In 1972 Kubota established the first overseas tractor sales base in the United States As Kubota had been approached by the American company Ford about the OEM supply of small tractors in 1967, it had been decided to enter the North American market with its own brand. The demand there was overwhelmingly for petrol engines, but Kubota had completed a multi-cylinder, lightweight and compact engine that overcame the problems with diesel engines, so it decided to limit exports to these diesel products. The company's compact diesel tractors were highly rated as having a performance and usability in line with larger models, and they became established in the American market, with over 2,000 sold in 1972. The company therefore created the Kubota Tractor Corporation (KTC) in Compton City, California, as a joint operation with the Marubeni Corporation, an export partner. KTC acted as a sales base and greatly expanded the market for the products. In 1974 In order to rebuild the company's construction machinery business, a decision was made to focus on compact vehicles, and the organization, production bases and sales system were all renewed. The KH1 fully-rotating mini back-hoe (compact pneumatic shovel) was completed in 1974, and would become the base machine for the company. In the latter half of the 1970s, the opportunities for the use of the mini back-hoe increased as there was an increase in small-scale construction work ordered by local authorities and urban-style construction for the improvement of the living environment. As Kubota had been first in the market, the sales volumes rose steadily. In 1979, a new construction machinery division was created to bring together the technology, sales and manufacturing of the products.	*

11	What are your company's expectations in the event of an award?	Kubota Tractor Corporation is honored to have served our Sourcewell partnership and it's prospective members who have purchased our Kubota equipment through Sourcewell since 2012. Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota will build into dealer training meetings, Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin Tactics Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help. Kubota's expectations in the event of an award would be to focus on customer needs and continued growth across all our governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Kubota dealer network of over 1,100 plus dealers. If awarded, we will send out an internal Dealer Bulletin to our entire dealer network and Kubota salesforce, applicable to governmental, introducing the contract along with ways to train our salesforce, market and grow the contract. We are looking forward to this exciting opportunity to further grow our Kubota business and serve member needs together with our Dealer Network in the new RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies.	*
12	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.	Financial information has been attached. These documents include general information such as Dunn and Bradstreet number and Federal I.D. numbers as well as more specific financial information such as creditors and banking information. Beyond the numbers is more tangible evidence of strength and stability. Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA- issuer rating as well as a Long Term Issuer rating of AA-. The short term rating is a very high 1+. A copy of the most recently available full year financial report has been included. Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability.	*
13	What is your US market share for the solutions that you are proposing?	Kubota Tractor Corporation is a major contributor to the overall Ag Tractors with Related Attachments, Accessories, and Supplies within the US and Canada. Market Share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Kubota Tractor Corporation is a major contributor to the overall Ag Tractors with Related Attachments, Accessories, and Supplies within the US and Canada. Market Share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota Tractor Corporation has never petitioned for bankruptcy protection.	*

16	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. 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? 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?	Kubota Tractor Corporation is a Distributor and marketer of Kubota Japan (KBT). We are supported by our 1,100 plus dealer network which is independent of Kubota Tractor Corporation. Our dealers are strong and independently owned companies who are able to support a wide variety of customers, markets, and product support including technical, parts, service, and onsite warranty work. Our dealerships have been proudly transacting and serving Sourcewell customers for many years, and look forward to a continued and prosperous partnership under this RFP. Our Kubota dealers are very experienced in properly quoting and transacting Sourcewell bids, and have formed many long term relationships over the years with the Sourcewell purchasing entities. We at Kubota Tractor Corporation are fully authorized by Kubota Japan to transact on their behalf as their fully authorized USA distributor.	*
17	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.	ISO No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our SO 14001 environmental certifications. SO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. SO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved SO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota s commitment to excellence in quality and design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. t is these kinds of actions that result in Kubota's operational excellence and our certifications.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None - Not Applicable	*

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	CSS Design Awards is one of the top three global web design awards alongside FWA (Favorite Website Awards) and awwwards. Judges from around the world evaluate websites on three categories: UI Design, UX Design, and Innovation. Kubota’s Kubota Future Cube was ranked eighth out of 365 entries for 2022’s Website of the Year. Furthermore, the cutting-edge website was awarded the Best Innovation award. Kubota is the first Japanese company to receive the annual award from CSS Design Awards. #1 selling compact excavator in the world for 18 years; #1 selling sub-compact tractor in the US; #1 rated reliability and durability by Progressive Farmer; Highest resale value for select construction equipment. Kubota Tractor Corporation has beefed up its compact tractor lineup with four new models. The company announced the addition of a new LX20 Series, with the LX3520 and LX4020 as the first two entrants. It also is expanding its popular L02 Series, with the introduction of the L2502 and L4802. The two models added to the LX20 Series offer a multitude of improvements. Along with new horsepower offerings of 35 and 40, both are available in a factory-installed cab or ROPS configuration. A "special utility," or SU, model cab option is available for the LX3520. 2023 - U10-5 Rental Equipment Register, Innovation Award, 2023 - CE Attachments Concrete Contractor: Top Product Award, 2023 (plate compactors)	

- F3710 Front Mount Mower Landscape Business: 20 for 2023 Award,
- F3710 Front Mount Mower Green Industry Pros: Editor's Choice Award

2022
- L47 TLB: Equipment Watch: Highest Retained Value Awards, 2022
- U10-5 Landscape Business: 20 for 2022 Awards, 2022
- U10-5 Green Industry Pros: Editor's Choice Awards, 2022
- U10-5Rental Magazine: Editor's Choice Awards, 2022
- U10-5 Equipment Today: Contractor's Top 50 New Products, 2022
- U10-5 Construction Equipment: Top 100 New Products, 2022
- U10-5 Compact Equipment: Innovative Iron Awards, 2022
- K008-5 Green Industry Pros: Editor's Choice Awards, 2022

2021
- SSV Series: Equipment Watch: Highest Retained Value Awards, 2021
- SVL97-2 Equipment Today: Contractor's Top Products, 2021
- SVL97-2 Rental Magazine: Editor's Choice Awards, 2021
- KX057-5 Rental Magazine: Editor's Choice Awards, 2021
- KX057-5 Construction Equipment: Top 100 New Products, 2021
- U55-5 Rental Magazine: Editor's Choice Awards, 2021
- U55-5 Construction Equipment: Top 100 New Products, 2021
- RTV-520 Pro Tools Review: Innovation Awards, 2021
- SZ Series Landscape Business: 20 for 2021 New Product Awards, 2021
- SZ Series Green Industry Pros: Editor's Choice Awards, 2021
- Z422 Zero Turn Mower Pro Tools Review: Innovation Awards, 2021

2020
- SZ Series Pro Tools Review: Innovation Awards, 2020
- SVL65-2 Rental Equipment Register: Innovative Product Awards, 2020
- SCL1000 Landscape Business: 20 for 2020 New Product Awards, 2020
- SCL1000 Construction Equipment: Innovative Iron Showcase, 2020
- SCL1000 Construction Equipment: Top 100 New Products, 2020
- SCL1000 Green Industry Pro's: Editor's Choice Awards, 2020
- SCL1000 Rental Magazine: Editor's Choice Awards, 2020
- SCL1000 Equipment Today: Contractor's Top 50 New Products, 2020
- CE Attachments Construction Equipment: Attachments Awards, 2020
- RTV-XG850 Sidekick Pro Tools Review: Innovation Awards, 2020

2019
- U35-4: Equipment Watch: Highest Retained Value Awards, 2019
- SVL65-2 Equipment Today: Top 50 New Products, 2019
- SVL65-2 Rental Equipment Register: Innovative Product Awards, 2019
- SVL65-2Rental Magazine: Editor's Choice Awards, 2019
- SZ Series Green Industry Pros: Editor's Choice Awards, 2019
- B01 Series Construction Equipment: Top 100 New Products, 2019

2018
- SVL Series: Equipment Watch: Highest Retained Value Awards, 2018
- RTV-XG850 Sidekick Equipment Today: Contractor's Top 50, 2018
- RTV-XG850 Sidekick Compact Equipment: Innovative Iron Awards, 2018
- RTV-XG850 Sidekick Construction Equipment: Top 100 New Products, 2018
- RTV-X1120 Construction Equipment: Top 100 New Products, 2018

By Product Line:
ZD Series - ZD Series mowers rank as the number one selling diesel zero-turn mower series for more than 5 years." - Claim is based on Outdoor Power Equipment Institute market statistics from 2017 - 2021 unit shipments. *

Z400 Series - "Class-leading speed." - Claim is based on speeds published on company websites as of 11/08/2021 for the following 52"- 54" zero-turn models: Gravely Pro-Turn ZX, Scag Patriot, Exmark Radius S Series, Toro Titan HD 2000 Series, Hustler Fastrak SDX, John Deere ZTrak.

BX series - #1 selling sub-compact tractor in the U.S. for over ten years. - Disclaimer: Based on EDA tractor sales data of under 20 horsepower models from 2009 to 2020
-Rated #1 for durability and owner experience - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study.
- #1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. "

B series - "#1 rated reliability under 100 HP tractors in the USA." - 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020

		Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study. L Series - "#1 selling compact tractor in the U.S. for over ten years." - "Disclaimer: Based on EDA tractor sales data of under 40 horsepower models from 2009 to 2021" - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study LX Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study L60LE Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. L60 Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. MX Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study M Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study TLB Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study RTV-X - "North America's #1-Selling diesel UTV" - *Based on Power Products Marketing North American 2021 sales data for the pure utility vehicle (PUV) segment. Excavator - "Kubota is the world's #1 selling compact excavator for 18 years." - Disclaimer: According to 2021 data from Off-Highway Research including all Kubota Group brand sales. Tractor Brand - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study.	
20	What percentage of your sales are to the governmental sector in the past three years	Due to Kubota Tractor Corporations proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers. We are a partner who is fully committed to our governmental customer purchase requirements. With our dedicated team we work solely with our government customers and our dealer network as we continue to increase our sales volume in this key segment.	*

21	What percentage of your sales are to the education sector in the past three years	Due to Kubota Tractor Corporations proprietary information, we would prefer not to provide the educational sector sales volume history of our valued customers. We are a partner who is fully committed to our educational customer purchase requirements. With our dedicated team we work solely with our educational customers and our dealer network as we continue to increase our sales volume in this key segment.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of Pennsylvania Sales for 2022 - $2.4MM / 2021 - $6.5MM / 2020 - $1.5MM State of Oregon Sales for 2022 - $6.78K / 2021 - $1.2MM / 2020 - $3.49K State of Louisiana - 2022 - $ 382K / 2021 - $ 354K / 2020 - $349K MAPO Sales for 2022 - $2.98K / 2021 - $7.51K - 2020 - $1.2MM Buy Board Sales for 2022 - $7.2MM / 2021 - $6.5MM / 2020 - 6.6MM State of New York - Adopted Sourcewell Contract, Volume is included in Sourcewell Totals Sourcewell - 2020 - $34.8MM, 2021 - $35.6MM, 2022 - $37.4MM	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KTC dealership individually hold specific GSA and SOSA contracts and act independently as such we are not privy to their sales volumes.	*

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 *	
City of Indianapolis	Eugene Murff	317-995-1239	*
City of Jonesboro, AR	Larry Rogers	870-935-3920	*
Scott County Highway Dept.	Kelvin King	423-663-3831	*
City of Ft. Worth	Shawn Watson	817-392-6560	

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 *	
Orange County, CA	Government	California - CA	Construction and Grounds Maintenance equipment - Kubota Tractor	Individual transactions ranging from $12,000 - $75,000	$1,510,950.41	*
Metropolitan Utilities District	Government	Nebraska - NE	Construction and Grounds Maintenance equipment - Kubota Tractor	Individual transactions ranging from $12,000 - $75,000	$1,197,897.16	*
City of Greensboro	Government	North Carolina - NC	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$901,181.68	*
City of Cleveland	Government	Ohio - OH	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$868,652.23	*
Miami Dade County	Government	Florida - FL	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$844,250.31	*

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.	Kubota s sales force contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally, Kubota directly employs 51 regional sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement. Finally, Kubota dealers are support by a network of product - specific sales specialists throughout the USA. These include Ag Product Specialist, Construction Equipment Business Develop Managers, as well as Compact Utility Specialists. All positions are designed to support the dealer in market trends, relevant industry updates, market support and price support to better position our dealers for sustained sales growth. Orange Protection Program Elite CEBDM Ag Specialists Service and Warranty
27	Dealer network or other distribution methods.	Kubota has three major distribution warehouse in the United State which incorporates Georgia on the East Coast, Kansas in the Central and Mid-West States and California on the West Coast. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 150 plus dealer who serve all of Canada.
28	Service force.	Kubota places a high level of importance on quality, dependability and service support. Kubota dealer average over twice as many service technicians as sales representatives. With each Kubota dealers averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in it's 150 plus dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide a strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. The factory training is facilitated by the Kubota Corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The proposed order process is handled by our 1,100 plus established dealer network to best support Sourcewell members by allowing members to work closely with their local Kubota dealers throughout the ordering process. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and its dealers. Sourcewell Members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. If contacting Kubota Tractor Corporation directly we guide the customer and the dealer to work together in determining the customers needs and the best equipment suitable for their job requirements. Additionally, Kubota dealers proactively market the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed on how to guide prospective and qualifying members on how to become a Sourcewell member. The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer Build-my-Kubota (BMK) quote tool.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kubota has created a one-step process for customer service for Sourcewell members. Sourcewell members with one call or email can easily access parts, service, warranty work, or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for Sourcewell members. Dealers are responsible to in turn work with Kubota directly or provide the best parts and service turnkey solution for Sourcewell members. Our customer service model places the responsibility on the dealer, not the Sourcewell member to understand and deal with the processes behind the scenes. Kubota's high expectations of its dealer networks extend to customer service and helping Sourcewell members with this quick and easy customer service process.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide full service and support to all Sourcewell members in all 50 states in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide all Sourcewell member full service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Kubota will fully service all geographic areas of the United States and Canada with the proposed Sourcewell Contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. 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?	Kubota will fully service all participating sectors to include Government, Educational and Non-Profits. We are a Global Major Brand with a Global Presence to include the United States and Canada on this Sourcewell agreement. Kubota is fully committed to servicing all Sourcewell members equally and fully.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members efficiently.	*

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.	Growth in government, non-profit, and education verticals has become a priority for Kubota corporately. Part of our strategy to grow these verticals is to track performance in these areas. Kubota National Accounts also conducts district and regional meetings highlighting our Sourcewell relationship, in addition to highlighting our partnership at our annual Kubota Connect Dealer Conference. Performance is now measured and is a key performance indicator for the Kubota corporate and region sales team and incorporated into their individual management plans. This demonstrates Kubota's commitment and desire for marketing our Sourcewell contracts locally, regionally, and nationally. We will leverage our extensive dealer network and corporate sales team to promote Sourcewell at all levels. For local marketing, Kubota will ensure our 1,100 plus dealers are made aware immediately of this contract if awarded. An electronic dealer sales bulletin will be issued that will update our entire dealer network as soon as possible. This puts several thousand Kubota dealer sales team members into motion marketing our contract locally if a contract is awarded. Further, Kubota will incorporate the new Sourcewell Supplier Portal into our dealer training and encourage dealers to utilize this tool. This portal will help our dealers sales teams as well as Kubota s corporate sales team get what they need, when they need it for information regarding our Sourcewell contracts. Engaging and supporting our dealers will drive marketing Sourcewell on a local level. Kubota s in-house, full-time marketing team will assist in creating engaging marketing materials as needed for dealers. Setting up dealers for success will ensure successful marketing at the local level. To this previous point, dealer training will be a priority in marketing this contract. We will incorporate this contract, if awarded, into our web-based dealer training. An important part of this training is leveraging our dedicated web-based dealer quote tool specifically designed for our Sourcewell contracts. This quote tool is prepopulated by Kubota with the agreed upon products and pricing to help eliminate errors in pricing to Sourcewell members. This helps dealers focus solely on marketing to Sourcewell members and building quick and accurate turn-key solutions. Part of contract engagement is also making our dealers aware of and encouraging dealers to participate in local Sourcewell events. Our corporate national accounts team attends local, regional, and national Kubota dealer meetings to market Sourcewell and make sure our dealers are fully equipped to support Sourcewell members. Kubota corporately will take ownership of marketing Sourcewell on a regional and national basis. Our dedicated National Account Manager for Municipal and New Business will drive our marketing, promoting, and supporting events in government entities; public and private, K-12 schools, colleges, universities, and non-profit organizations. Kubota is an eco-system of high expectations. We will carry these high expectation into marketing Sourcewell solutions.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kubota views Sourcewell as a partner in promoting a contract that would arise from this RFP. Kubota's experience is in the products, services and turnkey solutions we have created for the Grounds Maintenance contract. Sourcewell's experience is in facilitating competitive solicitations leading to solutions that empower community success. This partnership between Sourcewell and Kubota would deliver a world class, turnkey solution to Sourcewell members if a contract arises from this RFP. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU s has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engaging our dealers in person at our annual dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so both organizations grow together.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Kubota is currently providing an e-commerce for it's customers via the kubotausa.com website for all parts and supplies. An e-procurement system is not currently in place for our purchasing of complete power units. However, Kubota does use an e- quoting tool to ensure speed and accuracy for Sourcewell members. The complexity and customization involved in building solutions for Sourcewell members requires a consultative approach to best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our local dealer network best serves Sourcewell members. The ability to use local dealers to tailor local member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e- procurement.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	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.	Kubota Tractor Corporation and your local Kubota dealer are committed to providing quality service to meet your needs. Kubota dealer technicians are linked to our state-of-the-art online Service Center, which provides access to technical information. Dealer technicians are also given extensive hands-on training from factory trained instructors to develop and maintain their knowledge and skills. We pride ourselves on providing you with timely and accurate diagnoses and repairs whenever it's needed. Training is available for all products found in this contract through our dealer network. Training is tailored to the member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by members.This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote. MyKubota is a free app available for iOS and Android from the Apple App Store (iOS) and Google Play Store (Android) with great features like adding to your equipment, browsing attachments and implements compatible with your machine(s) and much more. KubotaNOW Telematics is an advanced reporting and processing system for select Kubota equipment models, bringing value to the customer through increased awareness and insight into the performance of their Kubota equipment. Cost varies based on equipment type. Diagnose and repair your own equipment. Kubota On Board Diagnostic Software, repair manuals, and special tools are now available to purchase through your local dealer as well.	*

41	Describe any technological advances, safety features, autonomous solutions, or other smart solutions that your proposed products or services offer.	Creating solutions that open a new age or direction and bringing new value and inspiration to the lives of those who are involved in all scales of agriculture—Kubota continues to improve and develop its products with such passion. As information and communications technology (ICT) greatly affects the structure of society and economy inside and outside the country, Kubota is working on precision farming applying ICT. As Japanese farmers face decline in and aging of the labor force as well as challenges of improving cost and production efficiency, it has become increasingly difficult to revitalize the industry by repeating the skills learned from seasoned, high-skilled farmers or relying on intuition. Therefore, there is great expectation that supporting management that “scientifically interprets and visualizes agriculture,” based on solid data, will be a great force for the future.	*
42	Describe any industry-specific quality management system certifications obtained by your organization.	While the world has been suffering under the COVID-19 pandemic, other social and economic issues — including climate change, natural disasters, and problems concerning demographics, resources, and geopolitics — are also more pressing than ever. However, the world has set itself common goals such as the SDGs or the Paris Agreement, and companies have a growing need to fulfill their social responsibilities. The Kubota Group, on the landmark milestone of its 130th anniversary, launched its GMB2030 Long-Term Vision and Mid-Term Business Plan 2025. The Kubota ideal for the future is to be committed to a prosperous society and cycle of nature by aiming to be an “Essentials Innovator for Supporting Life.” By providing solutions that can address issues in food, water, and the environment — fields without which people cannot live — we believe that we can make ourselves indispensable to society. In addition to further developing our existing business, we hope to be able to provide three new types of solutions by having each business field work together and effect each other and building a variety of business partnerships and ecosystems, namely solutions aimed at enhancing the productivity and safety of food, promoting the circulation of water resources and waste, and improving urban and living environments. In order for Kubota to continue to be a sustainable company, we will promote initiatives with a greater awareness of ESG than ever before. As a company engaged in the reduction of environmental impact and the resolution of social issues in its business activities in the areas of food, water, and the environment, we have defined the Kubota Group’s unique ESG measures as K-ESG — measures that are rooted in the Group’s corporate philosophy (the Kubota Global Identity). K-ESG management will provide the ethical and behavioral model to accomplish the goals of our long-term visions, GMB2030 and, afterward, GMB. To realize GMB2030, we will aim to raise corporate value on both the economic and social fields by focusing on four areas — solving environmental and social problems through business, accelerating innovation to solve problems, gaining empathy and participation of stakeholders, and building governance that increases sustainability — broken down into twelve important matters (materiality).	*

43	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.	The Kubota Group wishes to become a more valuable company that contributes to the improvement of social development and the global environment in the field of food, water, and the environment. We place the greatest importance on environmental conservation regarding our business management and continue the following efforts. The Kubota Group wishes to become more valuable company that contributes to the improvement of social development and the global environment in the field of food, water, and the environment. We place the greatest importance on environmental conservation regarding our business management and continue the following efforts. 1. We will focus our efforts on building a decarbonized society. (1) The Kubota Group has a target, of controlling greenhouse gas emissions and net zeroing in 2050 throughout the value chains. In addition, the Kubota Group will disclose information on our efforts to reduce greenhouse gas emissions (Scope 1, Scope 2 and Scope 3) throughout the value chains. (2) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of reducing CO2 emissions per production money amount by 25% or more compared to the base year 2014. (3) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of reducing energy consumption per production money amount by 18% or more compared to the base year 2014. (4) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of increasing the recyclable energy availability of electric consumption to 1% or more. (5) The Kubota Group in Japan has a long-term target, for 2030, of reducing CO2 emissions from the business sites by 30% compared to the base year 2014. (6) To achieve the above targets, the Kubota Group fully utilizes available cutting edge technologies as follows: improve the efficiency of facilities such as production equipment, HVAC, and lighting devices; replace fuel for production equipment; improve the insulation efficiency of buildings and facilities; visualize energy and reduce unnecessary use of energy; recover waste heat; and use photovoltaic power generation and green electricity. (7) The Kubota Group will quantitatively identify the reduction effect of greenhouse gas emissions and actively provide the information on the reduction effects to clients in Japan and other countries to enlighten them in order to promote the reduction of greenhouse gas emissions through the dissemination of decarbonized products, services and technologies. We will improve the working fuel efficiency of agricultural and construction machinery and promote smart agriculture by using robots and ICT. We will also pursue research and development for decarbonization of power, such as electrification, hybridization and fuel cell application. (8) The Kubota Group supports the TCFD recommendations and actively discloses information related to climate change. 2030 Targets: Reduce CO2 emissions from the Kubota Group by 50% compared to the base year FY2014; In FY 2022, CO2 emissions of the Kubota Group were reduced by 23.6% compared to the base year FY2014. In FY 2022, Kubota designated 56 new Eco-Products, bringing the sales ratio of Eco-Products to 65.6% globally.	*
44	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.	Kubota Group Environmental Charter: -The Kubota Group aspires to create a society where sustainable development is possible on a global scale. -The Kubota Group contributes to the conservation of global and local environments through its environmentally friendly operations, products, technologies, services, and global activities. Products in 2022 certified as Eco-Products: -Tractor - Slugger Special manual transmission model SLHSP: Compliant with exhaust gas regulations. -Mini excavator: KX019-4 LPG (Europe) Compliant with exhaust gas regulations. -Diesel engine D902-K Series (NA, Europe, China) compliant with exhaust gas regulations.	*
45	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.	Not Applicable	*

46	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?	Powerful and reliable Kubota engines, the clean-running Kubota engine delivers superior horsepower and performance. It offers low noise and vibration levels as well as exceptional fuel efficiency. Anti-Theft System: Only "programmed keys" can start the engine. Even if keys are identically shaped, they can't start the engine unless they are programmed. In fact, if someone attempts to start the engine with an un-programmed key, it will activate the system's alarm. The alarm will continue to sound until the programmed key is inserted into the ignition and starts the engine. Auto Idling System: Save fuel with Kubota's Auto Idle. It automatically reduces engine RPM, when high engine speed is not required. When the control levers are in neutral for more than four seconds, the engine RPM idles. If you move any control lever, the engine RPM immediately returns. This innovative feature reduces noise and emissions, while lowering operating cost. Eco Plus: Kubota's unique ECO PLUS feature prioritizes fuel economy and supports the environment. You can activate ‘Eco Mode’ with the flick of a switch for fuel savings over the ‘Standard Mode	*

Table 9: 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 *	
47	Do your warranties cover all products, parts, and labor?	All Kubota Tractor Corporation products are covered by our Kubota warranty. Kubota is the sole manufacturer for all products in our proposal and no items in our proposal are made by other manufacturers. Kubota Limited Warranty: Every new product comes with standard warranty coverage. Find the length of the standard warranty coverage for each new Kubota. Kubota Orange Protection Program: Purchasing the Kubota Orange Protection Program gives you extended coverage, without interruption, for one or two years. Warranty documents providing details are included in this proposal. Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.	*
50	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? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.	*
51	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?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.	*
52	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota's number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.	*
53	Describe any service contract options or preventative maintenance programs your organization offers for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Terms of sale are net thirty days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation (KCC). The target customer base of Sourcewell are municipal/government customers, educational and non-profits and for those type customers we only offer lease options. This special language in our lease agreements allow the entity to exit the lease if the government cuts funding for the project, and this is essential as this type of customer only approve budgets yearly and therefore need this language. When we talk about our municipal leases, we have two options. First let's discuss the Full Payout lease. This is like a loan, the customer makes regular payments and then at the end owns the equipment for $100. This is the option for the customer looking to own it at the end like a loan. The second option is the FPPO (Fixed Purchase Price Option) lease. This option gives the customer a lower payment and then at the end of the term, the customer can choose to purchase the equipment for a locked in purchase price (that is stated on their lease from the start) or they can turn the equipment back. If you have a Sourcewell customer who is not a true govt/muni - the product options would be different as they'd only have the FPPO option available for leasing but they would be eligible for a loan using the standard rates. When you select these options, there are two pricing program options. A dealer working this up can choose "muni lease promo" or "muni lease standard". Promo is our promotional pricing that can only be used in sales with govt customers who are not taking discounts that make them ineligible (like the ktc governmental discount). When using Sourcewell, the dealer MUST select the "muni standard rates" . This is because they are getting the advantage of the Sourcewell pricing (discount) and cannot be combined with promo. Once this is entered, they can select terms from 24-60 months. They can choose hour options that are available on intervals of 300, 600, 900,1200, (and sometimes offered in 1500, and 2000 depending on term/model). . Dealers can access this by entering the deal in Showroom, but this program is posted in Kubotalink. See the muni rate card on this bulletin: RFB-2023-L03 R2. Additionally our complete leasing guide is in there.	*
56	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.	Kubota Dealers utilize our internal Build My Kubota configurator for standard quotes to our Sourcewell customers.	*
57	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?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation.	*

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 *	

58	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.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.	*
59	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.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series - 22% BX series - 22% L series - 22% M series - 22% Turf F Series - 22% GR Series - 22% T Series - 22% Z Series - 22% TLB series - B26, L47 & M62 - 22% Land Management Disc mowers - 22% Rotary tedders - 22% Rotary rakes - 22% Spreaders - 22% We offer a 24% across the board for all Construction Equipment.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
61	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.	Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcewell members.	*
62	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.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs transparency prior to acquisition. These items will be shown clearly as line items on the quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to $100/hr. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a BX1880 tractor weighs 1,407lbs, an M6 tractors weighs 11,387lbs). These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best address the logistical variances in supporting all Sourcewell members equally.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition.	*

65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell Members within our 1,100 plus location dealer network. This allows for members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehoused (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to our Sourcewell Members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell members receive their equipment quotes directly from the Kubota dealer. The quotation tool has all the necessary contract information embedded in the quote tool (discount %, eligible equipment, applicable contract #'s). Kubota self-audits multiple product groups regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
68	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.	Kubota tracks all Sourcewell transactions weekly downloaded from our division sales. These sales are tracked by Kubota dealer, purchasing entity, type of equipment purchased, and transaction amount.	*
69	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. (See the RFP and template Contract for additional details.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.	*

Table 14A: 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.	The solutions being proposed by Kubota are broad and encompassing of professional grounds maintenance requirements. Kubota's turnkey solutions of wholegoods, equipment, attachments, accessories, and related services as they relate to grounds maintenance is well established around the world for both professionals and consumers. Kubota offers in this proposal turf management with walk-behind mowers as small as 21 inches in cutting width up to over 13 feet in cutting width using disc mowers and many various sizes in between. This solves for mower cutting jobs as small as imaginable while providing extensive cutting widths across the range of 21 inches to 13 feet. Our solutions solve for the smallest and tightest areas (zero turn mowers) in grounds maintenance in and around walkways, landscaping, lawn and garden maintenance, up through large tracts of acreage needing to be maintained. This proposal includes small walk behind mowers, small riding mowers, mid-size lawn and garden tractors, commercial zero-turn mowers in both gas and diesel. All of these products are built by Kubota and Kubota engineered for professional performance. This proposal also includes a wide variety of tractors, attachments and accessories. These tractors range in size from 1,407lbs to 11,387lbs. This range empowers Sourcewell members with a comprehensive selection of tractors and attachments suited to their specific needs. The tractors come with a sweeping assortment of accessories and attachments. These include but is not limited to, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, a wide range of mower decks and grass mulching and catchers, forklift attachments, straight blades, angled blades. The loaders and backhoe options in this proposal offer ground engaging ability to dig, push and move material in professional grounds maintenance. Forklift attachments for tractors provide forklift capability for moving product as needed. Lastly, while our mowing solutions maintain small to medium land size, our land management solutions solve for maintenance of large swaths of acreage. This is done with next generation disc mowing that moves on from sickle bar mowing. Disc mowing is better suited to fine-stemmed grasses leaving a clean evenly maintained area. With our many models, sizes, and series, of disc mowers, tedders, rakes, etc., along with options, accessories, attachments, and services, this proposal is broad in scope and robust enough to support any professional grounds maintenance requirements.	*
71	If you are providing used equipment, please provide details regarding the proposed program, including sales tracking and reporting procedures.	No, Kubota Tractor Corporation does not offer any used products for the Sourcewell contract.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with the many various whole goods in this proposal is a long list of attachments, accessories, options, and services. These may be referred to as subcategories. The price books provided in additional documents shows these subcategories in better detail. Within the many sub categories that Kubota Tractor Corporation manufactures, they include: *Sub Compact and Compact Tractors (up to 62 HP) *Standard Utility Ag Tractors (up to 75 HP) *Mid-Size Utility Tractors (141.1 HP) *Ag Tractors (up to 168 HP) *Utility/specialty Ag Tractors (Narrow, Low Profile) *Hay Tools (Disc Mowers, Tedders, Balers) *Tractor Loaders Backhoes (up to 63 HP) *Construction Equipment (Compact Loaders both tracked and Skid Steer, along with Excavators and Wheel Loaders) *Off road Utility Vehicles *Mowers (Zero Turn, Walk Behind)	*

Table 14B: 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.

Line Item	Category or Type	Offered *	Comments	

73	Offering including one or more Ag Tractor(s) with a published net PTO horsepower rating of at least 50.	(•) Yes ( ) No	Kubota offers a wide variety of M4, M5, M6 and M7 model Ag Tractors that range from 52 to 140 horsepower ratings.	*
74	Combines, chaser grain carts, tillage equipment, sprayers, spreaders, planters, seeders, hay balers, rakes, pallet forks, and forage equipment.	(•) Yes ( ) No	Kubota offers a full line of Tedders, Rakes, Wheel Rakes, Round Balers, Wrappers. Also 3 PT Disc Mowers including Front Plain, Butterfly and Pull Type Plain. Rear 3PT Mower Conditioners, Front Mower and Disc Mower Conditioners.	*
75	Used equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.	( ) Yes (•) No	Kubota does not offer any used equipment in their cooperative purchasing agreements.	*
76	Related technology, to the extent that the offering of technology solutions is ancillary or complementary to an offering of Ag Tractor(s).	( ) Yes (•) No	KubotaNOW Telematics is an advanced reporting and processing system for select Kubota equipment models, bringing value to the customer through increased awareness and insight into the performance of their Kubota equipment. KubotaNOW Telematics enables an authorized myKubota user to access the following data elements for a KubotaNOW-enabled machine: GPS location Ignition status Ignition hours Battery voltage Engine hours * Engine status * Engine RPM * Fluid levels (i.e. Fuel, DEF) * Operating temperatures * Error codes * * model support varies Using the myKubota app, customers are able to track the location of their equipment, view telematics data, create geofences for determined areas of use, and even inhibit the ability to start the equipment. Customers are also able to access digital operator's manuals, model-specific maintenance information, and how-to videos for common maintenance tasks. A geofence is a useful feature to create a digital boundary indicating where a machine should be, and to be notified when a machine enters or exits the geofence. Multiple geofences can be created to create multiple zones for notification of entry and exit. Restart Inhibit is initiated by the myKubota user changing the state of the machine in the Restart Inhibit section of myKubota. The signal is sent from the user's mobile device to the KubotaNOW system. Then the KubotaNOW Telematics device next checks in, it receives the command to enable or disable the starting of the machine. Commands sent to the KubotaNOW telematics device will only be received at a scheduled update time by the device.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
No, we do not have any exceptions or modifications to propose at this time.	(•) Yes ( ) No

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 - 2023 Kubota PriceBooks.zip - Monday August 28, 2023 13:09:55
- Financial Strength and Stability - Kubota Financial Highlights.zip - Monday August 28, 2023 15:19:17
- Marketing Plan/Samples - Kubota marketing Plans.zip - Monday August 28, 2023 15:02:14
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Combined Warranty - Ext. Warranty.pdf - Friday August 25, 2023 11:32:05
- Standard Transaction Document Samples - M6111DTCF1 WEB QUOTE #2704302.pdf - Monday August 28, 2023 10:39:49
- Requested Exceptions (optional)
- Upload Additional Document - Kubota Addendums.zip - Monday August 28, 2023 11:41:52

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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/sdnlist.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. - Trisha Davis , Product Sales Government Municipality - National Accounts , Kubota Tractor Corporation

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
There have not been any addenda issued for this bid.		

City of Broken Arrow

Request for Action

File #: 25-1255, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 9-2-2025

Title:
Approval of and authorization to purchase one (1) John Deere Tractor and Flail Mower Attachments from P&K Equipment., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)

Background:
The Stormwater Division of the Streets and Stormwater Department has budgeted for the purchase of one (1) Flail Mower and Tractor. Funds for this purchase are available in the Broken Arrow Municipal (BAMA)Capital Improvement Fund in the amount of $150,000 (Project No. 2653030, Account No. 2205305-570030).

A quote has been received from P&K Equipment., through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #AI 070821, City membership ID#67325.

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. Sourcewell qualifies as a purchasing consortium under both the Code of Ordinances and the Purchasing Manual.

Cost: $124,500.00

Funding Source: Broken Arrow Municipal Authority Capital Outlay: 2654040-2205400-570030

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Quote from P&K Equipment

Recommendation:
Approve and authorize the purchase of one (1) John Deere Tractor and Flail Mower Attachments from P&K Equipment, pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA)

Prepared For	CITY OF BROKEN ARROW PURCHASING DIVISION 1700 W DETROIT ST BLDG PO BOX 610 BROKEN ARROW, OK 740123623 Work Phone: +US (918) 2598361	**Prepared By**	Kevin Lane 17759 US Highway 81 Kingfisher, OK 73750 Phone: 405-375-3111 klane@pkequipment.com	**Quote ID** **Created On** **Expiration Date**	1072351 14-Aug-2025 25-Sep-2025

Customer Notes
Sourcewell Contract # AI 070821-AGI

Quote Summary

Equipment Summary	Suggested List	Selling Price	Qty in Group	Extended
New JOHN DEERE JD 5090E ALAMO 08AIP-1P05090EPR5080138	0.00	79,500.00		79,500.00
ALAMO Interstater 62" Maintenance Equipment	0.00	36,000.00		36,000.00
ALAMO Rear Flail 88" Maintenance Equipment	0.00	9,000.00		9,000.00
Equipment Total				**$124,500.00**

Quote Summary

Total Selling Price	$124,500.00
Sub-total Inc. Tax	**$124,500.00**
Balance Due	**$124,500.00**

*** Tax exempt fee**

Salesperson : X _____ **Accepted By : X** _____

P&K EQUIPMENT

JOHN DEERE

Selling Equipment

Quote Id 1072351

Customer CITY OF BROKEN ARROW PURCHASING DIVISION

New JOHN DEERE JD 5090E ALAMO 08AIP - 1P05090EPR5080138

Equipment Notes	- - -	**Suggested List**
Hours	0	$0.00
Serial Number	1P05090EPR5080138	**Selling Price**
Stock Number	1119762	$79,500.00
PUK Parent Serial #		

Base and Options	**Unit Selling Price**	**$0.00**
New JOHN DEERE JD 5090E ALAMO 08AIP	1	0.00
Customer Discounts	**Unit Discount Amount**	**$79,500.00**
Customer Discount		(79,500.00)
Total Selling Price		**$79,500.00**

P&K EQUIPMENT

JOHN DEERE

Selling Equipment

Quote Id 1072351

Customer CITY OF BROKEN ARROW PURCHASING DIVISION

ALAMO Interstater 62" Maintenance Equipment

Equipment Notes	- - -	**Suggested List**
Hours	- - -	$0.00
Serial Number	- - -	**Selling Price**
Stock Number	- - -	$36,000.00
PUK Parent Serial #		

Base and Options	**Unit Selling Price**	**$0.00**
ALAMO Interstater 62" Maintenance Equipment	1	0.00
Customer Discounts	**Unit Discount Amount**	**$36,000.00**
Customer Discount		(36,000.00)
Total Selling Price		**$36,000.00**

Selling Equipment

Quote Id 1072351

Customer CITY OF BROKEN ARROW PURCHASING DIVISION

ALAMO Rear Flail 88" Maintenance Equipment

Equipment Notes	- - -		**Suggested List**
Hours	- - -		$0.00
Serial Number	- - -		**Selling Price**
Stock Number	- - -		$9,000.00
PUK Parent Serial #			

Base and Options	**Unit Selling Price**	**$0.00**
ALAMO Rear Flail 88" Maintenance Equipment	1	0.00
Customer Discounts	**Unit Discount Amount**	**$9,000.00**
Customer Discount		(9,000.00)
Total Selling Price		**$9,000.00**

JOHN DEERE FINANCIAL

Finance on your terms

At John Deere Financial, we are invested in supporting your business.

Take advantage of our personalised finance offerings with no early exit fees, flexible payment options, fixed rates, plus a fast and easy application process.

Talk to us today to discover how personalised finance can benefit your business.

No early exit fees

Fixed Rates

Fast approvals

Easy online application

Complete at home

eSignature

Click here or Scan the QR Code to learn more about the benefits of financing with us

Or

Click here or Scan the QR Code to apply online today!

City of Broken Arrow

Request for Action

File #: 25-1256, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 09-02-2025

Title:

Approval of and authorization to purchase one (1) Ford F-150 Crew Cab 4x4 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Engineering & Construction Department

Background:
Funds have been approved for the purchase of one (1) new F-150 Crew Cab 4x4 truck for the Construction Division of the Engineering & Construction Department. This acquisition is identified under Project Number 2652010 under the 329 Vehicle Replacement Fund in the FY2026 budget with $65,000 allocated for the purchase.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Parks 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.

Following a review of available options, staff recommends approval to purchase one (1) F-150 Crew Cab 4x4 truck from Vance Country Ford in the amount of $46,781.00 through State Contract SW0035.

Cost: $46,781.00

Funding Source: 2652010-3295200-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 2025 FORD F150 CREW 4X4, SW0035 Fully Executed Vance Country Ford contract

Recommendation:
Approval of and authorization to purchase one (1) Ford F-150 Crew Cab 4x4 from Vance Country Ford, pursuant to the Oklahoma State purchasing contract SW0035 for the Engineering & Construction Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466

JOHN VANCE FLEET SERVICES

QUOTE

DATE	8/5/2025
QUOTE NUMBER	000Q17681
EXPIRATION DATE	9/11/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

Ryan Baze
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012

918-251-5311

SHIP TO:
City of Broken Arrow
Ryan Baze
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

Any Questions? Call 405-282-3800
Britt Woods

Britt@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
		OKLAHOMA STATE CONTRACT		
1	W1L	2025 FORD F150 CREW 4X4	$40,813.00	$40,813.00
1	4WD	FOUR WHEEL DRIVE	$3,953.00	$3,953.00
1	103A	XL CHROME PACKAGE	$1,195.00	$1,195.00
		FOG LAMPS		
		17" SILVER ALUMINUM WHEELS		
		CHROME BUMPERS		
		PRIVACY GLASS		
		REAR WINDOW DEFOGGER		
1	995	5.0L V8 GASOLINE	$0.00	$0.00
1	44G	10SPD AUTO TRANS	$0.00	$0.00
1	XL6	3.73 ELEC LOCKING REAR DIFF	$570.00	$570.00
1	18B	BLACK PLATFORM RUNNING BOARDS	$250.00	$250.00
1	413	SKID PLATES	$0.00	$0.00
1	EFT	36G EXTENDED RANGE FUEL TANK	$0.00	$0.00
1	HITCH	CLASS IV HITCH UNDER BUMPER	$0.00	$0.00
1	7/4	7WAY RV STYLE AND 4WAY FLAT LIGHT PLUG	$0.00	$0.00
1	YZ	EXTERIOR : OXFORD WHITE	$0.00	$0.00
1	CS	INTERIOR : CLOTH 40/20/40 SPLIT BENCH MED DARK SLATE	$0.00	$0.00
		SubTotal		**$46,781.00**

Accepted By: _____

Terms:
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	$46,781.00
	$0.00
TOTAL DUE	$46,781.00

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

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 Country Ford-Mercury, Inc. ("Supplier") and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle 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

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

COUNTRY FORD-MERCURY, INC.

By: Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A

SOLICITATION NO. 0900000469

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 vehicles 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 vehicles, 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 of 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 State 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 of 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. 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 Omitted.

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
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
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 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 Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, 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, Acquisitions 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 Acquisitions 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 Acquisition 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
Will Rogers Building
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 0035 webpage. Please reach out to the Contracting Officer if there are any questions.

City of Broken Arrow

Request for Action

File #: 25-1246, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 09/02/2025

Title:
Ratification of the Claims List Check Register Dated August 25, 2025

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from August 13, 2025 through August 25, 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 $10,782,532.67 for the various funds.

Governmental Funds	$ 5,716,420.61
BAMA	$ 4,987,698.74
BAEDA	$ 78,413.32
Total	$10,782,532.67

A summary by funds and detail are attached.

Cost: $4,987,698.74

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated August 25, 2025

Recommendation:..recommend
Ratify Claims List Check Register dated 08/25/2025

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	482,081.21	564
220	BA MUNICIPAL AUTHORITY	4,987,698.74	1,070
227	CVB-HOTEL MOTEL	1,459.18	6
329	VEHICLE REPLACEMENT FUND	47,544.20	1
330	SALES TAX CAPITAL IMPROVEMENT	656,474.68	18
331	POLICE ENHANCEMENTS	15,165.05	1
336	E 911	13,600.00	1
337	POLICE BLOCK GRANT	55.00	1
342	STREET LIGHT FUND	35,401.36	7
343	STREET SALES TAX FUND	34,830.96	9
344	PS SALES TAX POLICE	250,673.77	305
345	PS SALES TAX FIRE	127,296.03	190
346	ADMINISTRATIVE TECHNOLOGY	200.00	1
592	2014 BOND ISSUE	2,530.00	1
593	2018 BOND ISSUE	1,188,880.25	26
660	WORKERS COMPENSATIONS	90,134.04	13
661	GROUP HEALTH AND LIFE	4,128.00	1
770	DEBT SERVICE GO BOND	2,764,478.13	3
882	AGENCY FUND DEPOSITS	1,488.75	7
887	ECONOMIC DEVELOP AUTHORTY	78,413.32	4
Total		10,782,532.67	2,229

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331541	999903 OTP - UB REFUNDS	170168		220 |150807|		2026/2	8.99
					Total For Check # 331541			**8.99**
08/14/2025	331542		170145		220 |150807|		2026/2	2.26
					Total For Check # 331542			**2.26**
08/14/2025	331543		170160		220 |150807|		2026/2	27.65
					Total For Check # 331543			**27.65**
08/14/2025	331544		170150		220 |150807|		2026/2	110.56
					Total For Check # 331544			**110.56**
08/14/2025	331545		170149		220 |150807|		2026/2	232.65
					Total For Check # 331545			**232.65**
08/14/2025	331546		170169		220 |150807|		2026/2	3.39
					Total For Check # 331546			**3.39**
08/14/2025	331547		170152		220 |150807|		2026/2	317.43
					Total For Check # 331547			**317.43**
08/14/2025	331548		170153		220 |150807|		2026/2	403.36
					Total For Check # 331548			**403.36**
08/14/2025	331549		170166		220 |150807|		2026/2	18.82
					Total For Check # 331549			**18.82**
08/14/2025	331550		170143		220 |150807|		2026/2	83.40
					Total For Check # 331550			**83.40**
08/14/2025	331551		170146		220 |150807|		2026/2	28.55
					Total For Check # 331551			**28.55**
08/14/2025	331552		170144		220 |150807|		2026/2	114.21
					Total For Check # 331552			**114.21**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331553		170163		220 |150807|		2026/2	120.65
					Total For Check # 331553			**120.65**
08/14/2025	331554		170154		220 |150807|		2026/2	26.74
					Total For Check # 331554			**26.74**
08/14/2025	331555		170147		220 |150807|		2026/2	74.75
					Total For Check # 331555			**74.75**
08/14/2025	331556		170159		220 |150807|		2026/2	76.24
					Total For Check # 331556			**76.24**
08/14/2025	331557		170157		220 |150807|		2026/2	22.28
					Total For Check # 331557			**22.28**
08/14/2025	331558		170156		220 |150807|		2026/2	2.13
					Total For Check # 331558			**2.13**
08/14/2025	331559		170158		220 |150807|		2026/2	21.47
					Total For Check # 331559			**21.47**
08/14/2025	331560		170151		220 |150807|		2026/2	1.31
					Total For Check # 331560			**1.31**
08/14/2025	331561		170142		220 |229050|		2026/2	1,500.00
					Total For Check # 331561			**1,500.00**
08/14/2025	331562		170155		220 |150807|		2026/2	31.24
					Total For Check # 331562			**31.24**
08/14/2025	331563		170148		220 |150807|		2026/2	49.00
					Total For Check # 331563			**49.00**
08/14/2025	331564		170161		220 |150807|		2026/2	30.05
					Total For Check # 331564			**30.05**
08/14/2025	331565		170167		220 |150807|		2026/2	12.31
					Total For Check # 331565			**12.31**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331566			170165		220 |150807|		2026/2	437.38
						Total For Check # 331566			**437.38**
08/14/2025	331567			170162		220 |150807|		2026/2	24.06
						Total For Check # 331567			**24.06**
08/14/2025	331568			170164		220 |150807|		2026/2	17.47
						Total For Check # 331568			**17.47**
08/14/2025	331571	999900	OTP - AR REFUNDS	REC-031208-2025		22061 |441000|		2025/12	3,012.00
						Total For Check # 331571			**3,012.00**
08/14/2025	331572	416	ACCURATE ENVIRONMENTAL LLC	HF05143	HF05143 JUNE 18, 2025	2205410 |530340|		2025/12	2,420.00
						Total For Check # 331572			**2,420.00**
08/14/2025	331575	4935	AMAZON.COM SALES INC	16XF-4Y71-749G	COMPUTER ACCESSORIES AND	2205130 |560240|		2025/12	129.95
				1CWH-D9KP-WQNC	BLANKET PO	2201503 |560030|		2025/12	49.99
				1KX1-GJTY-WL3H	Office Supplies for Construction and	2205200 |560030|		2025/12	14.99
						Total For Check # 331575			**194.93**
08/14/2025	331576	5465	AMERICAN LIGHTING	M2171	LANDMARK STRUCTURES 22502004 PA 5	2205400 |570150|	165424	2025/12	12,311.04
						Total For Check # 331576			**12,311.04**
08/14/2025	331577	11	ANCHOR STONE CO	251330409	251330409 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	295.90
				251428209	251428209 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	706.44
				251578409	251578409 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	158.20
						Total For Check # 331577			**1,160.54**
08/14/2025	331578	4846	APAC-CENTRAL, INC.	7002280475	BLANKET PO FOR AGGREGATE	2205405 |560270|		2025/12	4,344.14
						Total For Check # 331578			**4,344.14**
08/14/2025	331581	1270	CORE & MAIN	PNV0000001851	PNV0000001851PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	160.58
				PNV0000001990	PNV0000001990 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	2,700.96
				PVN0000001991	PNV0000001991 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	2,280.00
				PVN0000001992	PNV0000001992 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	298.00
				PNV0000001993	PNV0000001993 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	527.40
				PNV0000002362	PNV0000002362 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	326.12
				PNV0000002363	PNV0000002363 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	1,692.00
						Total For Check # 331581			**7,985.06**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331582	4868	MATRIX IMAGING SOLUTIONS,	3P99549	3P99549 APRIL 10, 2025	2201503 |550280|		2025/12	1,787.50
						Total For Check # 331582			**1,787.50**
08/14/2025	331584	1231	AT&T MOBILITY LLC	DVR062025	ACCT # 500634737 06/05-07/04/2025	2201700 |550540|		2025/12	102.00
				DVR062025	ACCT # 500634737 06/05-07/04/2025	2205100 |550540|		2025/12	7.50
				DVR062025	ACCT # 500634737 06/05-07/04/2025	2205115 |550540|		2025/12	32.00
				DVR062025	ACCT # 500634737 06/05-07/04/2025	2205401 |550540|		2025/12	85.25
				DVR062025	ACCT # 500634737 06/05-07/04/2025	2205415 |550540|		2025/12	1,004.75
				DVR062025	ACCT # 500634737 06/05-07/04/2025	2205405 |550540|		2025/12	13.25
				DVR062025	ACCT # 500634737 06/05-07/04/2025	2205406 |550540|		2025/12	332.75
				DVR062025	ACCT # 500634737 06/05-07/04/2025	2205415 |550540|		2025/12	108.75
				DVR062025	ACCT # 500634737 06/05-07/04/2025	2205403 |550540|		2025/12	96.50
						Total For Check # 331584			**1,782.75**
08/14/2025	331589	5209	LANDMARK STRUCTURES I, LP	PA 5 165424	Prj 165424 - Elevated Storage Tank	2205400 |570150|	165424	2025/12	866,700.69
						Total For Check # 331589			**866,700.69**
08/14/2025	331591	5463	MULTIPLEX MANUFACTURING	116588	LANDMARK STRUCTURES 22502004 PA 5	2205400 |570150|	165424	2025/12	22,757.47
						Total For Check # 331591			**22,757.47**
08/14/2025	331592	349	COP HOMETOWN SERVICES INC	365045295	BD WRK Bid Work Plumbing: Labor, BD	2205405 |570150|	2554400	2025/12	9,080.00
						Total For Check # 331592			**9,080.00**
08/14/2025	331593	25	NAPA AUTO PARTS	15974	8822	2205120 |560230|		2025/12	7.49
				15975	388BDM	2205010 |560190|		2025/12	1,216.52
				15976	7265	2205120 |560230|		2025/12	22.80
				15977	FR11110	2205010 |560200|		2025/12	15.23
				15979	735300	2205415 |560190|		2025/12	51.00
				15979	MC23PF	2205415 |560190|		2025/12	-498.04
				15981	2413	2205120 |560230|		2025/12	2.78
				15986	2413	2205010 |560230|		2025/12	5.56
				15987	6737326	2205403 |560200|		2025/12	20.36
				15988	789DEF	2205403 |560210|		2025/12	11.11
				15989	366RM	2205010 |560190|		2025/12	344.44
				15990	366RM	2205010 |560190|		2025/12	344.44
				15991	121027	2205010 |560200|		2025/12	-27.02
				15993	366RM	2205010 |560190|		2025/12	344.44
				15994	366RM	2205010 |560190|		2025/12	344.44
				15995	5578983RX	2205305 |560200|		2025/12	659.48

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				15995	5578983RX	2205305 |560200|		2025/12	99.75
				15996	388BDM	2205010 |560190|		2025/12	304.13
				15997	789DEF	2205010 |560210|		2025/12	22.22
				15998	46AWBULK	2205010 |560210|		2025/12	79.36
				15999	FR11110	2205010 |560200|		2025/12	15.23
				16000	68457000AA	2205400 |560200|		2025/12	67.64
				16002	0120C	2205410 |560210|		2025/12	5.59
				16002	20811	2205410 |560210|		2025/12	23.61
				16003	46AWBULK	2205305 |560210|		2025/12	12.40
				16011	7107321	2205410 |560200|		2025/12	85.20
				16011	6567620	2205410 |560200|		2025/12	69.24
				011498	011498 DEC 10, 2024	2205115 |560230|		2025/12	20.36
				10000802928	OPERATIONAL EXPENSES	2205120 |540280|		2025/12	14,672.00
				013155	013155 FEB 11, 2025	2205120 |560230|		2025/12	7.00
				013167	013167 FEB 11, 2025	2205400 |560230|		2025/12	102.53
				013167	013167 FEB 11, 2025	2205400 |560240|		2025/12	127.63
						Total For Check # 331593			**18,578.92**
08/14/2025	331595	5149	OFFEN PETROLEUM LLC	INV1629990	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2025/12	16,362.41
						Total For Check # 331595			**16,362.41**
08/14/2025	331598	596	REGIONAL METROPOLITAN	443341	443341 JULY 30, 2025	2205410 |540450|		2025/12	233,136.94
				443341	443341 JULY 30, 2025	2205410 |570170|	2654390	2025/12	20,596.95
						Total For Check # 331598			**253,733.89**
08/14/2025	331600	5471	SERVICE STEEL WAREHOUSE	918234	LANDMARK STRUCTURES 22502004 PA 5	2205400 |570150|	165424	2025/12	19,535.01
						Total For Check # 331600			**19,535.01**
08/14/2025	331601	5327	SSAB US HOLDING INC.	796332-062	LANDMARK STRUCTURES 22502004 PA 5	2205400 |570150|	165424	2025/12	29,846.90
				796619-062	LANDMARK STRUCTURES 22502004 PA 5	2205400 |570150|	165424	2025/12	11,192.58
						Total For Check # 331601			**41,039.48**
08/14/2025	331602	3636	TIMBER WOLF EXCAVATING LLC	PA 4 WL23050	Prj WL23050 - Florence & Haikey Creek	2205400 |570150|	WL23050	2025/12	114,398.25
				PA 4 S.23070	Oak Crest Addition Sanitary Sewer &	2205415 |570150|	S.23070	2025/12	567,750.53
						Total For Check # 331602			**682,148.78**
08/14/2025	331606	44	UTILITY SUPPLY	211402	211402 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	1,870.20
				211866	211866 PO 22501661 S.230700	2205415 |570150|	S.23070	2025/12	255.36
				211810	211810 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	310.83
				212367	212367 JUNE 26, 2025	2205400 |570150|	WL23080	2025/12	107,102.16
				211574	211574 JUNE 13, 2025	2205400 |570150|	WL23080	2025/12	107,102.16
						Total For Check # 331606			**216,640.71**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331607	48	WARREN POWER & MACHINERY,	B7214601	B7214601 OCT 27, 2024	2205305 |540320|		2025/12	1,057.68
				B7231501	B7231501 OCT 31, 2024	2205305 |540320|		2025/12	2,041.77
						Total For Check # 331607			**3,099.45**
08/14/2025	331610	5216	918 WRECKER SERVICE INC.	25-290919	25-290919 AUG 6, 2025	2205410 |540200|		2026/2	60.00
				25-290921	25-290921 AUG 6, 2025	2205405 |540200|		2026/2	60.00
				25-290694	25-290694 AUG 5, 2025	2205010 |540200|		2026/2	160.00
				25-290695	TOW SERVICES FOR UNIT 1334 SOLID	2205010 |540200|		2026/2	160.00
						Total For Check # 331610			**440.00**
08/14/2025	331611	416	ACCURATE ENVIRONMENTAL LLC	HG16130	HG16130 JULY 30, 2025	2205404 |530340|		2026/2	1,115.00
				HG16132	HG16132 JULY 30, 2025	2205404 |530340|		2026/2	1,115.00
				HG22144	HG22144 AUG 6, 2025	2205410 |530340|		2026/2	145.00
				S20860	S20860 JULY 16, 2025 J CARRIER & J	2205415 |530110|		2026/2	470.00
						Total For Check # 331611			**2,845.00**
08/14/2025	331613	822	ADDCO ELECTRIC INC.	26600	POWER TO "THE MET" SIGN BY ELM	2205010 |540630|		2026/2	2,410.00
				26702	26702 AUG 1,2025	2205405 |540280|		2026/2	1,482.21
						Total For Check # 331613			**3,892.21**
08/14/2025	331615	489	ADMIRAL EXPRESS LLC	207647-S	207647-S JULY 31, 2025	2205205 |560030|		2026/2	335.62
				207647-S	207647-S JULY 31, 2025	2205230 |560030|		2026/2	28.38
				207765-S	207765-S JULY 31, 2025	2205410 |560030|		2026/2	78.88
				207524-S	207524-S JULY 31, 2025	2205410 |560030|		2026/2	44.40
				207763-S	207763-S JULY 31, 2025	2205210 |560030|		2026/2	25.99
				207592-S	207592-S JULY 31, 2025	2205230 |560030|		2026/2	344.90
						Total For Check # 331615			**858.17**
08/14/2025	331616	149	AMERICAN ELECTRIC	324-103-0-2 07292025	FY26 ANNUAL AGREEMENT 958-324-103-0-	2205415 |550250|		2026/2	21,540.90
				925-948-5-1 07252025	FY26 ANNUAL AGREEMENT 951-925-948-5	2205305 |550250|		2026/2	322.47
				453-184-0-8 07242025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 |550250|		2026/2	23.57
				740-838-0-8 07242025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 |550250|		2026/2	23.57
				304-214-4-7 07242025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 |550250|		2026/2	23.57
				568-468-0-4 07242025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 |550250|		2026/2	26.66
				965-664-0-3 07242025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 |550250|		2026/2	26.89
				970-788-0-2 07242025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 |550250|		2026/2	40.74
				844-103-0-2 07302025	FY26 ANNUAL AGREEMENT 955-844-103-0-	2205100 |550250|		2026/2	5,002.36
				305-287-1-0 07102025	955-305-287-1-0 JULY 10, 2025	2205405 |550250|		2026/2	17,380.34
				305-287-1-0 08082025	955-305-287-1-0 AUG 8, 2025	2205405 |550250|		2026/2	23,881.57
						Total For Check # 331616			**68,292.64**
08/14/2025	331618	4935	AMAZON.COM SALES INC	1D34-G6WH-F7Q7	Amazon Order for Door Hangers - Public	2205205 |560030|		2026/2	159.07
				1WVK-CMDT-DW4V	Office Supplies	2205305 |560030|		2026/2	37.22
				1W6V-67QW-DR3W	LABORATORY SUPPLIES AND OFFICE	2205405 |560030|		2026/2	101.22
				1W6V-67QW-DR3W	LABORATORY SUPPLIES AND OFFICE	2205405 |560240|		2026/2	279.99

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1W6V-67QW-DR3W	LABORATORY SUPPLIES AND OFFICE	2205405 |560340|		2026/2	105.48
				1Y9W-MTP1-9FT1	Office Supplies	2205305 |560300|		2026/2	11.99
				1MLN-XHG1-9WGM	UPS for WTP	2205405 |560240|		2026/2	1,069.99
						Total For Check # 331618			**1,764.96**
08/14/2025	331622	885	ATWOOD DISTRIBUTING LP	3587	BLANKET PO SAFETY SHOES & MISC	2205415 |560230|		2026/2	12.98
						Total For Check # 331622			**12.98**
08/14/2025	331623	1688	COGENT INC	5630763	560763 JULY 31, 2025	2205405 |540290|		2026/2	4,820.00
						Total For Check # 331623			**4,820.00**
08/14/2025	331627	1315	UNITED FORD SOUTH LLC	7811980	unit 2515- Brian Gaynor	2205120 |540200|		2026/2	439.90
						Total For Check # 331627			**439.90**
08/14/2025	331630	19	BROKEN ARROW ELECTRIC	S3375457.001	BLANKET PO FOR MISC ELECTRICAL	2205415 |560410|		2026/2	99.33
				S3378521.001	BLANKET PO FOR MISC ELECTRICAL	2205415 |560410|		2026/2	89.84
				S3378304.001	BLANKET PO FOR MISC ELECTRICAL	2205415 |560410|		2026/2	281.78
				S3379168.001	BLANKET PO FOR MISC ELECTRICAL	2205415 |560410|		2026/2	30.00
				S3378955.001	BLANKET PO FOR MISC ELECTRICAL	2205415 |560410|		2026/2	131.97
						Total For Check # 331630			**632.92**
08/14/2025	331631	20	BROKEN ARROW LAWN &	123863	BLANKET PO FOR MISC	2205305 |560230|		2026/2	31.22
						Total For Check # 331631			**31.22**
08/14/2025	331634	1436	CHEROKEE PRIDE CONST. INC.	PA 1 WL23080	WL23080 24" Water Transmission Project	2205400 |570150|	WL23080	2026/2	126,576.56
						Total For Check # 331634			**126,576.56**
08/14/2025	331635	37	CINTAS CORPORATION	5284396201	BLANKET PO FOR ALL DEPARTMENT USE	2205120 |560230|		2026/2	39.61
						Total For Check # 331635			**39.61**
08/14/2025	331636	996	CITY OF BROKEN ARROW	170058	Payroll Run 1 - Warrant 250801	220 |218180|		2026/2	636.24
				170058	Payroll Run 1 - Warrant 250801	220 |218360|		2026/2	4,432.18
						Total For Check # 331636			**5,068.42**
08/14/2025	331637	295	CITY OF TULSA	219045-2170373 07/25	219045-2170373 JUNE 30-JULY 31, 2025	2205405 |540930|		2026/2	243.04
				204713-2156415 07/25	204713-2156415 JUNE 30-JULY 31, 2025	2205405 |540930|		2026/2	729.12
						Total For Check # 331637			**972.16**
08/14/2025	331638	1391	CLEAN THE UNIFORM CO	52145947	52145947 JULY 23, 2025	2205130 |540310|		2026/2	6.60
				52145947	52145947 JULY 23, 2025	2205120 |540310|		2026/2	83.46
				52145947	52145947 JULY 23, 2025	2205400 |540310|		2026/2	103.13
				52145947	52145947 JULY 23, 2025	2205415 |540310|		2026/2	76.09
				52145947	52145947 JULY 23, 2025	2205406 |540310|		2026/2	44.22
				52145947	52145947 JULY 23, 2025	2205403 |540310|		2026/2	66.46
				52145947	52145947 JULY 23, 2025	2205115 |540310|		2026/2	33.60
				52145947	52145947 JULY 23, 2025	2205010 |540310|		2026/2	231.03

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52145947	52145947 JULY 23, 2025	2201700 |540330|		2026/2	3.90
				52145947	52145947 JULY 23, 2025	2205120 |540330|		2026/2	25.00
				52145947	52145947 JULY 23, 2025	2205400 |540330|		2026/2	9.48
				52147049	52147049 JULY 30, 2025	2205130 |540310|		2026/2	6.60
				52147049	52147049 JULY 30, 2025	2205120 |540310|		2026/2	83.46
				52147049	52147049 JULY 30, 2025	2205400 |540310|		2026/2	109.62
				52147049	52147049 JULY 30, 2025	2205415 |540310|		2026/2	83.07
				52147049	52147049 JULY 30, 2025	2205406 |540310|		2026/2	44.22
				52147049	52147049 JULY 30, 2025	2205403 |540310|		2026/2	66.46
				52147049	52147049 JULY 30, 2025	2205115 |540310|		2026/2	33.60
				52147049	52147049 JULY 30, 2025	2205010 |540310|		2026/2	231.48
				52147049	52147049 JULY 30, 2025	2201700 |540330|		2026/2	3.90
				52147049	52147049 JULY 30, 2025	2205120 |540330|		2026/2	25.00
				52147049	52147049 JULY 30, 2025	2205400 |540330|		2026/2	9.48
				52148613	UIFORM SERVICES FLOOR MAT DUST	2205410 |540310|		2026/2	31.92
				52148613	UIFORM SERVICES FLOOR MAT DUST	2205410 |540330|		2026/2	10.95
						Total For Check #	**331638**		**1,422.73**
08/14/2025	331641	882	COX COMMUNICATIONS	07669001 07242025	001 6311 076689001 JULY 24, 2025	2205100 |550220|		2026/2	673.98
				07669001 07242025	001 6311 076689001 JULY 24, 2025	2205410 |550220|		2026/2	174.35
				07669001 07242025	001 6311 076689001 JULY 24, 2025	2205100 |550540|		2026/2	23.80
				07669001 07242025	001 6311 076689001 JULY 24, 2025	2205120 |550540|		2026/2	197.33
				07669001 07242025	001 6311 076689001 JULY 24, 2025	2205410 |550540|		2026/2	98.99
						Total For Check #	**331641**		**1,168.45**
08/14/2025	331642	4868	MATRIX IMAGING SOLUTIONS,	DP2503935	UTILITY BILL PRINTING	2201503 |550280|		2026/2	8,910.63
				DP2503935	UTILITY BILL PRINTING	2201503 |550390|		2026/2	16,297.83
						Total For Check #	**331642**		**25,208.46**
08/14/2025	331645	3418	DYKMAN ELECTRICAL INC	0730123-IN	Motor for air compressor	2205410 |560450|		2026/2	635.00
						Total For Check #	**331645**		**635.00**
08/14/2025	331647	2107	EMPIRE PRINTING	60621	SHIRTS FOR MARIA MACIAS	2205401 |560100|		2026/2	133.35
						Total For Check #	**331647**		**133.35**
08/14/2025	331651	1231	AT&T MOBILITY LLC	DVR072025	ACCT # 500634737 07/05-08/04/2025	2201700 |550540|		2026/2	121.25
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205010 |550540|		2026/2	64.00
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205100 |550540|		2026/2	32.00
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205115 |550540|		2026/2	32.00
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205401 |550540|		2026/2	66.00
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205415 |550540|		2026/2	992.50
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205405 |550540|		2026/2	32.50
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205415 |550540|		2026/2	140.75
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205403 |550540|		2026/2	96.50
				DVR072025	ACCT # 500634737 07/05-08/04/2025	2205406 |550540|		2026/2	345.50
						Total For Check #	**331651**		**1,923.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331652	900	FORTILINE INC	7006301	PROJECT 2554040	2205400 |570030|	2554040	2026/2	64,102.56
				6996868	for Chris Houck	2205400 |560380|		2026/2	755.24
						Total For Check # 331652			**64,857.80**
08/14/2025	331653	153	GELLCO UNIFORMS & SHOES	00300529	BLANKET PO FOR UNIFORMS/BOOTS	2205305 |560100|		2026/2	200.00
				00298231	Carhartt Jacket for Brandy Parks	2205400 |560100|		2026/2	119.99
						Total For Check # 331653			**319.99**
08/14/2025	331659	76	GRAINGER	9595524415	6MCR1 Combination Padlock,1	2205405 |560230|		2026/2	128.64
						Total For Check # 331659			**128.64**
08/14/2025	331660	77	GRAND RIVER DAM AUTHORITY	73,878	73878 AUG 6, 2025	2205405 |550940|		2026/2	176.11
						Total For Check # 331660			**176.11**
08/14/2025	331663	944	GREEN COUNTRY TESTING	94841	94841 JULY 31, 2025	2205404 |530340|		2026/2	1,350.00
						Total For Check # 331663			**1,350.00**
08/14/2025	331664	686	H G FLAKE SUPPLY CO	0418100-IN	BLANKET PO FOR PIPE FITTINGS	2205405 |560230|		2026/2	228.77
				0418050-IN	BLANKET PO FOR PIPE FITTINGS	2205405 |560230|		2026/2	758.50
				4180371-IN	BLANKET PO FOR PIPE FITTINGS	2205405 |560230|		2026/2	210.12
				4180021-IN	BLANKET PO FOR PIPE FITTINGS	2205405 |560230|		2026/2	22.00
						Total For Check # 331664			**1,219.39**
08/14/2025	331666	106	HACH COMPANY	14597389	BLANKET PO CHEM/LAB SUPPLIES	2205404 |560340|		2026/2	138.20
						Total For Check # 331666			**138.20**
08/14/2025	331667	4111	HAMPSHIRE INDUSTRIAL	250813	250813 AUG 5, 2025	2205405 |540320|		2026/2	1,765.00
						Total For Check # 331667			**1,765.00**
08/14/2025	331668	1144	HDR, INC	1200744408	VRWTP On site Hypochlorite Brine Tank	2205405 |570160|	2154350	2026/2	10,003.48
				1200744392	CITY COUNCIL APPROVED 04/01/25	2205400 |570160|	2554730	2026/2	12,304.90
				1200744339	VRWTP Raw Water Pump Agreement	2205405 |570160|	2454140	2026/2	3,511.39
						Total For Check # 331668			**25,819.77**
08/14/2025	331669	725	HOLLOWAY, UPDIKE AND	PA 6 S.25070	Adams Creek NW Force Main S.25070	2205415 |570150|	S.25070	2026/2	6,513.60
				PA 16 2254320	2254320 Expressway Lift Station	2205415 |570160|	2254320	2026/2	800.00
						Total For Check # 331669			**7,313.60**
08/14/2025	331670	2337	ICM OF AMERICA INC	077921	First Aid Kits	2205010 |560230|		2026/2	568.40
				077115	PW STOCK	220 |141000|		2026/2	375.00
				077596	PW STOCK	220 |141000|		2026/2	1,088.80
						Total For Check # 331670			**2,032.20**
08/14/2025	331675	3537	J & J BOWERS LAWN CARE	2508004	2508004 AUG 4, 2025	2205415 |540280|		2026/2	2,050.00
				25803		2205400 |540280|		2026/2	1,500.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 331675			**3,550.00**
08/14/2025	331676	124	KIMS INTERNATIONAL	0152374-IN	BLANKET PO - MISC. FITTINGS	2205410 |560230|		2026/2	119.71
				0152373-IN	BLANKET PO - MISC. FITTINGS	2205410 |560230|		2026/2	99.76
						Total For Check # 331676			**219.47**
08/14/2025	331678	125	KIRBY-SMITH MACHINERY INC	A03642-01	A03642-01 JULY 10, 2025	2205405 |540320|		2026/2	2,751.10
						Total For Check # 331678			**2,751.10**
08/14/2025	331680	5209	LANDMARK STRUCTURES I, LP	PA 6 165424	Prj 165424 - Elevated Storage Tank	2205400 |570150|	165424	2026/2	634,844.45
						Total For Check # 331680			**634,844.45**
08/14/2025	331684	131	LOCKE SUPPLY COMPANY	56111383-00	BLANKET PO FOR PLUMBING &	2205415 |560410|		2026/2	57.62
				56123021-00	BLANKET PO FOR PLUMBING &	2205305 |560200|		2026/2	13.51
				56124559-00	BLANKET PO FOR PLUMBING &	2205415 |560230|		2026/2	59.47
				56106413-00	BLANKET PO FOR PLUMBING &	2205415 |560230|		2026/2	298.10
						Total For Check # 331684			**428.70**
08/14/2025	331686	4878	LUBRICATION SPECIALISTS, INC	PI0007872	BFX brake fluid exchanger-for Roger Stubbs	2205120 |560240|		2026/2	2,490.00
						Total For Check # 331686			**2,490.00**
08/14/2025	331693	25	NAPA AUTO PARTS	018133	RSP20158	2205305 |560200|		2026/2	317.91
				018141	F244465FLATFACE	2205010 |560190|		2026/2	1,579.32
				018152	A2278084000	2205010 |560200|		2026/2	249.99
				018152	2413	2205010 |560230|		2026/2	6.12
				018158	59237	2205120 |560200|		2026/2	177.77
				018158	57052	2205120 |560200|		2026/2	144.43
				018158	64330	2205120 |560200|		2026/2	33.32
				018158	59105	2205120 |560200|		2026/2	77.77
				018163	GL1943002052	2205400 |560190|		2026/2	90.39
				018167	59237	2205120 |560200|		2026/2	177.77
				018186	267350	2205010 |560200|		2026/2	552.69
				018186		2205010 |560200|		2026/2	43.85
				018187	GRP31	2205305 |560200|		2026/2	233.34
				018187	GRP31	2205305 |560200|		2026/2	72.90
				018191	6552844	2205210 |560200|		2026/2	99.02
				018198	503308	2205410 |560200|		2026/2	408.89
				018202	FTP1C1	2205010 |560200|		2026/2	3,665.56
				018202	55491371526	2205010 |560200|		2026/2	227.87
				018203	4307024	2205010 |560200|		2026/2	4,396.72
				018203	4307024	2205010 |560200|		2026/2	465.50
				018203	4307024	2205010 |560200|		2026/2	-465.50
				018210	F003159	2205010 |560190|		2026/2	1,209.58
				018212	503125AF	2205010 |560200|		2026/2	127.78
				018214	388BDM	2205010 |560190|		2026/2	1,307.92
				018226	GRP31	2205010 |560200|		2026/2	233.34

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			018226	GRP31	2205010 |560200|		2026/2	72.90
			018235	A0694214000	2205415 |560200|		2026/2	33.43
			018235	VCCT77421A2C	2205415 |560200|		2026/2	181.10
			018242	WWFDRUM	2205120 |560210|		2026/2	189.03
			018250	VCCT77421A2C	2205415 |560200|		2026/2	-181.10
			018266	GRP48	2205305 |560200|		2026/2	223.58
			018266	GRP48	2205305 |560200|		2026/2	73.00
			018266	GRP48	2205305 |560200|		2026/2	-73.00
			018247	GRP65	2205130 |560200|		2026/2	116.67
			018247	GRP65	2205130 |560200|		2026/2	36.50
			018247	GRP65	2205130 |560200|		2026/2	-36.50
			018262	4ZB97	2205410 |560200|		2026/2	21.54
			018262	452540	2205410 |560200|		2026/2	48.44
			018262	11785	2205410 |560200|		2026/2	28.52
			17904	F244465FLATFACE	2205010 |560190|		2026/2	1,354.34
			17905	9783	2205305 |560200|		2026/2	50.35
			17905	7085	2205305 |560200|		2026/2	7.25
			17905	600175	2205305 |560200|		2026/2	55.73
			17905	9131	2205305 |560200|		2026/2	56.00
			17905	15W40BULK	2205305 |560210|		2026/2	35.90
			17909	7502	2205415 |560200|		2026/2	4.25
			17909	600208	2205415 |560200|		2026/2	30.29
			17909	126231	2205415 |560210|		2026/2	69.98
			17909	126232	2205415 |560210|		2026/2	14.28
			17910	GL1943103865	2205305 |560190|		2026/2	327.52
			17912	GL1943103865	2205305 |560190|		2026/2	982.56
			17919	1099061	2205415 |560200|		2026/2	0.01
			17919	29558329	2205415 |560200|		2026/2	110.61
			17919	950011K	2205415 |560200|		2026/2	27.22
			17919	9047902	2205415 |560200|		2026/2	68.08
			17919	HDATFBULK	2205415 |560210|		2026/2	5.18
			17919	85W140BULK	2205415 |560210|		2026/2	5.63
			17920	1748XD	2205415 |560200|		2026/2	33.89
			17920	600564	2205415 |560200|		2026/2	34.14
			17920	3231	2205415 |560200|		2026/2	30.56
			17920	500925	2205415 |560200|		2026/2	121.58
			17920	9520	2205415 |560200|		2026/2	44.88
			17920	15W40BULK	2205415 |560210|		2026/2	82.57
			17925	MC23PF	2205120 |560200|		2026/2	498.04
			17925	502	2205120 |560200|		2026/2	45.44
			17925	7301080	2205120 |560200|		2026/2	25.62
			17932	F244465DUEL	2205010 |560190|		2026/2	677.91
			17933	RS3744	2205010 |560200|		2026/2	67.08
			17933	550433	2205010 |560200|		2026/2	63.72
			17933	600001	2205010 |560200|		2026/2	66.65
			17933	600447	2205010 |560200|		2026/2	31.24

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			17933	400106	2205010 |560200|		2026/2	20.80
			17933	1791	2205010 |560200|		2026/2	20.04
			17933	15W40BULK	2205010 |560210|		2026/2	129.24
			17934	6770	2205010 |560200|		2026/2	81.74
			17934	6771	2205010 |560200|		2026/2	46.90
			17934	2272926	2205010 |560200|		2026/2	141.82
			17934	2253989	2205010 |560200|		2026/2	69.56
			17934	15W40BULK	2205010 |560210|		2026/2	122.06
			17935	TOYO520540	2205403 |560190|		2026/2	416.91
			17936	29558329	2205010 |560200|		2026/2	110.61
			17936	7849	2205010 |560200|		2026/2	71.61
			17936	950011K	2205010 |560200|		2026/2	27.22
			17937	600564	2205010 |560200|		2026/2	34.14
			17937	1748XD	2205010 |560200|		2026/2	33.89
			17937	3788	2205010 |560200|		2026/2	28.17
			17937	9082	2205010 |560200|		2026/2	12.77
			17937	9520	2205010 |560200|		2026/2	44.88
			17937	15W40BULK	2205010 |560210|		2026/2	86.16
			17938	GRP31	2205010 |560200|		2026/2	350.01
			17938	GRP31	2205010 |560200|		2026/2	109.35
			17939	1320112	2205305 |560200|		2026/2	150.96
			018061	366BDMDUAL	2205010 |560190|		2026/2	477.54
			018064	7620	2205403 |560200|		2026/2	6.59
			018064	600255NP	2205403 |560200|		2026/2	40.89
			018064	600112	2205403 |560200|		2026/2	50.99
			018064	4579	2205403 |560200|		2026/2	7.11
			018064	6930	2205403 |560200|		2026/2	22.76
			018064	15W40BULK	2205403 |560210|		2026/2	44.04
			018066	GRP31	2205403 |560200|		2026/2	233.34
			018066	GRP31	2205403 |560200|		2026/2	72.90
			018083	38627	2205010 |560200|		2026/2	70.87
			018083	25080845HD	2205010 |560200|		2026/2	45.10
			018095	SA35979A0Y	2205010 |560200|		2026/2	183.48
			018095		2205010 |560200|		2026/2	30.00
			018267	4326873RX	2205010 |560200|		2026/2	610.38
			018267	4326873RX	2205010 |560200|		2026/2	226.10
			018268	4307376	2205010 |560200|		2026/2	259.96
			018273	CA519307	2205400 |560190|		2026/2	356.66
			018274	F013868	2205305 |560190|		2026/2	386.56
			018276	2446988	2205401 |560200|		2026/2	207.91
			018276	2446988	2205401 |560200|		2026/2	59.00
			018285	634641	2205400 |560200|		2026/2	77.78
			018285	9131	2205400 |560200|		2026/2	56.00
			018285	7085	2205400 |560200|		2026/2	7.25
			018285	600175	2205400 |560200|		2026/2	55.73
			018285	2567902	2205400 |560200|		2026/2	68.46

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			018285	15W40BULK	2205400 |560210|		2026/2	36.70
			018286	GRP31	2205205 |560200|		2026/2	350.01
			018286	GRP31	2205205 |560200|		2026/2	109.35
			018295	HC3Z2823943MA	2205210 |560200|		2026/2	389.98
			018297	12256491	2205401 |560200|		2026/2	175.98
			018299	883C58197590	2205305 |560200|		2026/2	1,429.04
			018307	2897581	2205010 |560230|		2026/2	179.79
			018308	GRP31	2205010 |560200|		2026/2	233.34
			018308	GRP31	2205010 |560200|		2026/2	72.90
			018308	GRP31	2205010 |560200|		2026/2	-72.90
					Total For Check # 331693			**29,867.29**
08/14/2025	331694		018135	46AWBULK	2205010 |560210|		2026/2	25.50
			018139	HLK2049	2205010 |560200|		2026/2	61.44
			018142	46AWBULK	2205400 |560210|		2026/2	43.35
			018143	46AWBULK	2205400 |560210|		2026/2	40.80
			018144	4063471C1	2205010 |560200|		2026/2	85.61
			018153	AHDWMPHDC1	2205305 |560230|		2026/2	15.68
			018160	NPB22	2205010 |560200|		2026/2	16.24
			018164	FR11110	2205010 |560200|		2026/2	15.23
			018164	75200	2205010 |560210|		2026/2	4.58
			018174	7502	2205120 |560200|		2026/2	4.25
			018174	9883	2205120 |560200|		2026/2	12.73
			018174	5W20BULK	2205120 |560210|		2026/2	21.42
			018181	0W20BULK	2205200 |560200|		2026/2	30.80
			018181	100255	2205200 |560200|		2026/2	4.25
			018181	4211	2205200 |560200|		2026/2	14.22
			018181	200942	2205200 |560200|		2026/2	15.75
			018189	HDRTU1GAL	2205010 |560200|		2026/2	51.48
			018190	49005	2205401 |560230|		2026/2	8.24
			018190	26PB	2205401 |560230|		2026/2	10.04
			018197	HDRTU1GAL	2205010 |560210|		2026/2	17.16
			018199	4784	2205305 |560210|		2026/2	16.39
			018200	100010	2205405 |560200|		2026/2	4.55
			018200	4017	2205405 |560200|		2026/2	8.00
			018200	9756	2205405 |560200|		2026/2	14.86
			018200	0W20BULK	2205405 |560210|		2026/2	23.10
			018205	4934279	2205010 |560200|		2026/2	38.56
			018206	HDRTU1GAL	2205010 |560200|		2026/2	51.48
			018215	90662	2205400 |560230|		2026/2	24.99
			018216	840PCS	2205010 |560200|		2026/2	29.99
			018216	7702880	2205010 |560200|		2026/2	9.62
			018220	117284	2205010 |560200|		2026/2	65.03
			018222	789DEF	2205415 |560200|		2026/2	11.11
			018231	732302	2205120 |560200|		2026/2	21.00
			018232	1372	2205400 |560200|		2026/2	4.25

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			018232	20811	2205400 |560210|		2026/2	23.61
			018232	115	2205400 |560210|		2026/2	14.44
			018232	5W30BULK	2205400 |560210|		2026/2	28.28
			018233	1344	2205400 |560200|		2026/2	7.00
			018233	3390	2205400 |560200|		2026/2	6.80
			018233	3032	2205400 |560200|		2026/2	3.40
			018233	15W40BULK	2205400 |560210|		2026/2	14.68
			018234	789DEF	2205400 |560210|		2026/2	22.22
			018236	1344	2205400 |560200|		2026/2	7.00
			018236	3390	2205400 |560200|		2026/2	6.80

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			018236	6449	2205400 |560200|		2026/2	13.16
			018236	15W40BULK	2205400 |560210|		2026/2	22.02
			018238	028187	2205415 |560200|		2026/2	17.24
			018253	CAT322020	2205400 |560190|		2026/2	14.39
			018259	MINUS20	2205010 |560210|		2026/2	16.32
			018258	503522AF	2205010 |560200|		2026/2	44.44
			17906	3690	2205305 |560210|		2026/2	11.63
			17911	600208	2205415 |560200|		2026/2	-30.29
			17917	2413	2205415 |560230|		2026/2	36.72
			17918	2555	2205010 |560200|		2026/2	41.10
			17926	80632	2205415 |560230|		2026/2	21.93
			17942	80062	2205415 |560230|		2026/2	13.62
			018060	7502	2205400 |560200|		2026/2	4.25
			018060	9883	2205400 |560200|		2026/2	12.73
			018060	5W20BULK	2205406 |560210|		2026/2	18.36
			018065	4325P	2205120 |560230|		2026/2	29.92
			018065	2413	2205120 |560230|		2026/2	6.12
			018065	9080XXL	2205120 |560230|		2026/2	16.67
			018067	1306600	2205305 |560200|		2026/2	45.33
			018071	230266	2205415 |560200|		2026/2	10.91
			018071	7502	2205415 |560200|		2026/2	4.25
			018071	9883	2205415 |560200|		2026/2	12.73
			018071	5W30BULK	2205415 |560210|		2026/2	24.24
			018071	9080XXL	2205415 |560230|		2026/2	16.67
			018071	2413	2205415 |560230|		2026/2	6.12
			018072	GRP31	2205403 |560200|		2026/2	-72.90
			018076	789DEF	2205415 |560210|		2026/2	22.22
			018076	SW050	2205415 |560230|		2026/2	3.29
			018081	GR14CHTR	2205405 |560210|		2026/2	40.64
			018081	789DEF	2205405 |560210|		2026/2	44.44
			018086	BKMAT1415UL	2205120 |560230|		2026/2	13.87
			018091	7631114	2205010 |560230|		2026/2	21.61
			018093	7265	2205120 |560230|		2026/2	45.60
			018094	4010635	2205010 |560200|		2026/2	5.21
			018094	2897330	2205010 |560200|		2026/2	15.29
			018271	60221B	2205205 |560200|		2026/2	10.38
			018271	60191B	2205205 |560200|		2026/2	9.20
			018271	6012A	2205205 |560200|		2026/2	6.68
			018277	789DEF	2205403 |560210|		2026/2	22.22
			018291	7508025	2205010 |560230|		2026/2	21.18
			018296	46AWBULK	2205305 |560210|		2026/2	45.90
			018302	7000040201	2205410 |560200|		2026/2	80.92
			018303	44350C	2205305 |560200|		2026/2	53.96
					Total For Check # 331694			**1,776.22**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331695		018140	2413	2205010 |560230|		2026/2	6.12
			018148	7031699	2205010 |560200|		2026/2	5.23
			018149	2413	2205010 |560230|		2026/2	6.12
			018151	75200	2205010 |560210|		2026/2	4.58
			018157	75200	2205410 |560210|		2026/2	9.16
			018162	194N	2205010 |560200|		2026/2	0.86
			018168	AS260Y	2205210 |560210|		2026/2	4.82
			018179	491458	2205010 |560200|		2026/2	0.14
			018180	7051508	2205010 |560200|		2026/2	5.59
			018185	789DEF	2205401 |560200|		2026/2	11.11
			018196	84104	2205305 |560200|		2026/2	8.71
			018201	7822022	2205210 |560200|		2026/2	2.13
			018208	H176	2205210 |560230|		2026/2	1.41
			018208	2413	2205210 |560230|		2026/2	3.06
			018208	3922	2205210 |560230|		2026/2	4.18
			018213	7216	2205010 |560200|		2026/2	4.16
			018221	84104	2205010 |560200|		2026/2	8.71
			018223	7822266	2205210 |560200|		2026/2	3.42
			018224	MT1115	2205400 |560230|		2026/2	3.08
			018224	MT1116	2205400 |560230|		2026/2	3.68
			018227	2413	2205305 |560200|		2026/2	3.06
			018239	122494	2205305 |560210|		2026/2	10.74
			018243	7251675	2205010 |560200|		2026/2	6.54
			018254	22475	2205120 |560230|		2026/2	4.62
			018254	25676	2205120 |560230|		2026/2	4.40
			018255	2413	2205400 |560210|		2026/2	6.12
			018248	2413	2205010 |560200|		2026/2	9.18
			17903	2413	2205120 |560230|		2026/2	6.12
			17916	HDRTU1GAL	2205400 |560210|		2026/2	8.58
			17921	8822	2205120 |560230|		2026/2	7.49
			018059	GR14CHTR	2205010 |560210|		2026/2	10.16
			018063	620400	2205010 |560200|		2026/2	11.06
			018068	2413	2205010 |560230|		2026/2	6.12
			018069	789DEF	2205403 |560210|		2026/2	11.11
			018070	H6054N	2205010 |560200|		2026/2	8.57
			018087	53058	2205120 |560230|		2026/2	8.87
			018275	789DEF	2205401 |560200|		2026/2	11.11
			018278	AHDWMPHDC1	2205400 |560230|		2026/2	7.84
			018281	789DEF	2205400 |560210|		2026/2	11.11
			018283	4984382	2205010 |560230|		2026/2	8.67
			018293	1255H11N	2205401 |560200|		2026/2	8.58
			018298	789DEF	2205010 |560200|		2026/2	11.11
			018301	122494	2205305 |560200|		2026/2	10.74
			018305	2413	2205010 |560230|		2026/2	6.12
					Total For Check # 331695			**294.29**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331698	5149	OFFEN PETROLEUM LLC	INV1706778	FUEL FOR FLEET LOCATION	220 |142000|		2026/2	18,005.88
						Total For Check # 331698			**18,005.88**
08/14/2025	331699	4349	OKIE PACKAGING & INDUSTRIAL	319356	TOWEL, PAPER BAY WEST SCRIM WIPES	220 |141000|		2026/2	1,613.34
						Total For Check # 331699			**1,613.34**
08/14/2025	331700	1177	ONLINE INFORMATION SERVICES	1338804	UTILITY EXCHANGE REPORT	2201503 |550280|		2026/2	895.40
						Total For Check # 331700			**895.40**
08/14/2025	331701	96	OTA PIKEPASS CENTER	20250796019	20250796019 AUG 1, 2025	2205100 |550030|		2026/2	1.63
				20250796019	20250796019 AUG 1, 2025	2205120 |550030|		2026/2	39.91
				20250796019	20250796019 AUG 1, 2025	2205010 |550030|		2026/2	570.02
				20250796019	20250796019 AUG 1, 2025	2205200 |550030|		2026/2	22.65
				20250796019	20250796019 AUG 1, 2025	2205205 |550030|		2026/2	13.37
				20250796019	20250796019 AUG 1, 2025	2205210 |550030|		2026/2	31.82
				20250796019	20250796019 AUG 1, 2025	2205305 |550030|		2026/2	33.94
				20250796019	20250796019 AUG 1, 2025	2205400 |550030|		2026/2	39.63
				20250796019	20250796019 AUG 1, 2025	2205401 |550030|		2026/2	2.43
				20250796019	20250796019 AUG 1, 2025	2205403 |550030|		2026/2	26.01
				20250796019	20250796019 AUG 1, 2025	2205405 |550030|		2026/2	4.39
				20250796019	20250796019 AUG 1, 2025	2205406 |550030|		2026/2	2.77
				20250796019	20250796019 AUG 1, 2025	2205410 |550030|		2026/2	188.22
				20250796019	20250796019 AUG 1, 2025	2205415 |550030|		2026/2	8.80
						Total For Check # 331701			**985.59**
08/14/2025	331703	5333	PRODIGY LAWN & LANDSCAPE	3980	BLANKET PO FOR LAWN CARE	2205305 |540280|		2026/2	4,997.00
						Total For Check # 331703			**4,997.00**
08/14/2025	331706	844	RAM PRODUCTS INC	160300654	FLEET RESTOCKING ITEMS	2205120 |560230|		2026/2	537.93
						Total For Check # 331706			**537.93**
08/14/2025	331709	5176	REDEYE CHEMS LLC	1523	Polymer for sludge dewatering	2205410 |560340|		2026/2	8,464.00
						Total For Check # 331709			**8,464.00**
08/14/2025	331710	4816	RIVER CITY HYDRAULICS INC	59654	UNIT # 1355	2205403 |540200|		2026/2	896.93
						Total For Check # 331710			**896.93**
08/14/2025	331712	2511	ROUTEWARE INC.	INV-038665	INV-038665 07/31/2025	2205010 |550100|		2026/2	281.25
						Total For Check # 331712			**281.25**
08/14/2025	331713	1725	RUSH TRUCK CENTERS OF	3042300534	UNIT 2418 - JEFF	2205010 |540200|		2026/2	779.87
				3042320989	UNIT #2570	2205010 |540200|		2026/2	660.16
				3042375814	UNIT # 2571	2205010 |540200|		2026/2	675.05
				3042182211	UNIT 2573	2205010 |540200|		2026/2	364.71
						Total For Check # 331713			**2,479.79**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331718	5295	SMITH PUMP COMPANY, INC	1012647	EQUIPMENT MAINTENANCE AND REPAIR	2205410 |560450|		2026/2	31,200.00
						Total For Check # 331718			**31,200.00**
08/14/2025	331723	723	THE MET	2990	2990 AUG 1, 2025	2205010 |550100|		2026/2	14,002.67
						Total For Check # 331723			**14,002.67**
08/14/2025	331726	4478	TRANSCO SUPPLY COMPANY	1062717	PW STOCK -GATORADE	220 |141000|		2026/2	2,220.12
				1062718	PW Stock	220 |141000|		2026/2	2,484.42
						Total For Check # 331726			**4,704.54**
08/14/2025	331731	2390	TULSA TECHNOLOGY CENTER	3BEF68B3	CDL CLASS FOR S PERKINS AND K	2205305 |530110|		2026/2	400.00
						Total For Check # 331731			**400.00**
08/14/2025	331732	1808	TULSA'S GREEN COUNTRY	110471	110471 AUG 8, 2025	2205010 |550370|		2026/2	14,071.19
				110468	110468 AUG 8, 2025	2205115 |550370|		2026/2	1,653.76
				110470	110470 AUG 8, 2025	2205120 |550370|		2026/2	924.80
				110469	110469 AUG 8, 2025	2205120 |550370|		2026/2	1,135.26
						Total For Check # 331732			**17,785.01**
08/14/2025	331733	1496	TWIN CITIES READY MIX INC	306174	306174 JULY 1, 2025 PA6 165424	2205400 |570150|	165424	2026/2	11,773.05
						Total For Check # 331733			**11,773.05**
08/14/2025	331737	3262	HD SUPPLY, INC	INV00778152	SAMPLING SUPPLIES FOR BRANDY	2205404 |560230|		2026/2	189.07
				INV00778152	SAMPLING SUPPLIES FOR BRANDY	2205404 |560240|		2026/2	233.95
				INV00785310	SAMPLING SUPPLIES FOR BRANDY	2205404 |560230|		2026/2	38.95
						Total For Check # 331737			**461.97**
08/14/2025	331738	44	UTILITY SUPPLY	212314	NEW PW STOCK	220 |141000|		2026/2	17,917.00
				213092	213092 JULY 21, 2025	2205400 |570150|	WL23080	2026/2	107,102.16
				212849	212849 JULY 11, 2025	2205400 |570150|	WL23080	2026/2	729.00
				213866	213866 07/29/2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	53,551.08
				212546	212546 JULY 7, 2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	702.00
				212543	212543 JULY 7, 2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	26,210.00
				212544	212544 JULY 7, 2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	4,413.40
				212645	212645 JULY 7, 2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	67,491.58
				212542	212542 JULY 7, 2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	12,998.30
				212846	212846 JULY 11, 2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	2,030.00
				212847	212847 JULY 11, 2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	18,370.10
				212848	212848 JULY 11, 2025 PA 1 WL23080	2205400 |570150|	WL23080	2026/2	516.00
						Total For Check # 331738			**312,030.62**
08/14/2025	331741	897	WASTE MANAGEMENT QUARRY	0068236-2185-6	INV:0068236-2185-6 JULY 2025 CUST ID#5-	2205010 |540300|		2026/2	1,187.12
				0068239-2185-0	0068239-2185-0 JULY2025 CUST ID#6-	2205010 |540300|		2026/2	117,064.29
						Total For Check # 331741			**118,251.41**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331743	1095	WINDSTREAM HOLDINGS II LLC	100738910 08052025	100738910 AUG 5, 2025 918-010-2322	2205405 |550220|		2026/2	349.92
				101124486 07302025	101124486 JULY 30, 2025 918-251-3383	2205100 |550220|		2026/2	121.76
						Total For Check # 331743			**471.68**
08/21/2025	331754	999900	OTP - AR REFUNDS	REC-032599-2025		22061 |441000|		2026/2	428.00
				REC-032599-2025		22061 |441000|		2026/2	428.00
						Total For Check # 331754			**856.00**
08/21/2025	331762	489	ADMIRAL EXPRESS LLC	2585751-0	HPTCC2-TIUM.BLK.APX20 ALL BLACK	2205415 |560240|		2025/12	278.53
						Total For Check # 331762			**278.53**
08/21/2025	331763	11	ANCHOR STONE CO	251502409	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	214.56
				251632109	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	153.96
				251655509	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	951.11
				251697909	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	112.44
						Total For Check # 331763			**1,432.07**
08/21/2025	331766	2083	CHEMTRADE CHEMICALS US LLC	90257020	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2025/12	17,622.00
						Total For Check # 331766			**17,622.00**
08/21/2025	331767	37	CINTAS CORPORATION	5264084705	BLANKET PO FOR MEDICAL SUPPLIES	2205115 |560230|		2025/12	148.20
				5278447709	BLANKET PO FOR MEDICAL SUPPLIES	2205010 |560230|		2025/12	54.37
						Total For Check # 331767			**202.57**
08/21/2025	331768	1270	CORE & MAIN	W555484	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	58,920.00
				W549976	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	82,656.00
				W527974	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	29,445.60
				W161201	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	43,605.72
				PNV0000002729	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,640.00
				PNV0000002818	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	164.70
				PNV0000002819	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	5,984.89
				W161151	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	18,911.36
				W161165	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	24,400.00
				W161177	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	3,274.10
				W408703	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	19,182.40
				W513237	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	4,782.00
				W514465	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,368.00
				W555499	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	4,104.00
				W555501	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	10,192.34
				W565531	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	3,117.81
				W567676	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	2,300.00
				W571166	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	13,510.51
				W595994	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	120.30
				W596847	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	13,068.70
				W598394	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	2,688.00
				W684098	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	-2,700.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				W600257	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	820.00
				W645030	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	767.61
				W652442	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	546.00
				W678607	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,612.71
						Total For Check # 331768			**344,482.75**
08/21/2025	331769	2168	EAGLE REDI-MIX CONCRETE LLC	822411	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	3,010.00
				823031	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	2,008.75
				823264	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,595.00
				823265	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	807.50
				823693	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,595.00
						Total For Check # 331769			**9,016.25**
08/21/2025	331772	900	FORTILINE INC	6987673	WATERLINE MATERIALS PROJECT#	2205400 |570150|	2254400	2025/12	1,847.25
						Total For Check # 331772			**1,847.25**
08/21/2025	331774	1144	HDR, INC	1200748439	1200748439	2205405 |530870|		2025/12	183.74
						Total For Check # 331774			**183.74**
08/21/2025	331776	2004	KIMLEY-HORN & ASSOCIATES	061292300-0625	091537	2205400 |570160|	165424	2025/12	21,350.00
						Total For Check # 331776			**21,350.00**
08/21/2025	331778	25	NAPA AUTO PARTS	10000715959	OPERATIONAL EXPENSES	2205120 |540280|		2025/12	18,688.00
						Total For Check # 331778			**18,688.00**
08/21/2025	331781	4008	S2 ENGINEERING PLLC	06-1267	LLWWTP Sludge Thickener Pump	2205410 |570170|	2354180	2025/12	700.00
						Total For Check # 331781			**700.00**
08/21/2025	331783	4962	TULSA WINWATER CO.	032452 02	PW INVENTORY (CITY COUNCIL	220 |141000|		2025/12	54.50
						Total For Check # 331783			**54.50**
08/21/2025	331784	1496	TWIN CITIES READY MIX INC	304957	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	2,114.00
				304958	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,283.50
				304959	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,510.00
				305267	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,812.00
						Total For Check # 331784			**6,719.50**
08/21/2025	331785	44	UTILITY SUPPLY	211285	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	1,254.11
				212407	22501661 07/20/2025 PA 5 WL25010	2205403 |570150|	WL25010	2025/12	54.14
						Total For Check # 331785			**1,308.25**
08/21/2025	331787	416	ACCURATE ENVIRONMENTAL LLC	HG31016	HG31016	2205404 |530340|		2026/2	840.00
				HG29081	HG29081	2205404 |530340|		2026/2	1,115.00
				HG29080	HG29080	2205404 |530340|		2026/2	275.00
				HH04033	HH04033	2205410 |530340|		2026/2	64.00
				HG22166	HG22166	2205404 |530340|		2026/2	1,950.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				HG22167	HG22167	2205404 |530340|		2026/2	1,760.00
				HG24015	HG24015	2205404 |530340|		2026/2	3,250.00
				HG24107	HG24107	2205404 |530340|		2026/2	5,200.00
						Total For Check # 331787			**14,454.00**
08/21/2025	331788	149	AMERICAN ELECTRIC [illegible]	540-379-4-6 07302025	954-540-379-4-6 JULY 30, 2025	2205410 |550250|		2026/2	58,085.25
				818-689-2-1 8082025	958-818-689-2-1 AUG 8, 2025 6739 S 112TH	2205406 |550250|		2026/2	41.13
				626-029-0-4 07232025	955-626-029-0-4 JULY 23, 2025 4091 W	2205406 |550250|		2026/2	23.93
				401-274-0-3 07232025	956-401-274-0-3 JULY 23, 2025	2205406 |550250|		2026/2	80.09
				333-030-0-6 07232025	953-333-030-0-6 JULY 23, 2025 2501 S	2205406 |550250|		2026/2	23.57
				050-621-1-9 08072025	953-050-621-1-9 AUG 7, 2025 1424 N 70TH	2205415 |550250|		2026/2	106.38
				959-474-0-9 08142025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 |550250|		2026/2	64.63
						Total For Check # 331788			**58,424.98**
08/21/2025	331789	4918	AIRGAS, INC	5518508486	BLANKET PO WELDING MATERIAL	2205410 |560230|		2026/2	97.88
				9163539572	BLANKET PO WELDING MATERIAL	2205415 |560230|		2026/2	43.97
						Total For Check # 331789			**141.85**
08/21/2025	331792	4935	AMAZON.COM SALES INC	1NDL-6F3R-91QY	CASE FOR BRIAN CAREY	2205415 |560030|		2026/2	47.98
				146G-D3J7-CVCR	purchasing office	2205130 |560230|		2026/2	146.33
				197X-VLGL-7PTG	M18 XC5.0 BATTERY 2PK - DERRIEL	2205406 |560240|		2026/2	124.00
				1LQM-49QM-4HCX	for Derriel	2205406 |560230|		2026/2	356.09
				1YN1-7NFV-13L6	DESK TOP WHITEBOARDS	2205010 |560030|		2026/2	98.60
				1LC6-JMGW-D4CL	PURCHASING OFC	2205130 |560030|		2026/2	56.31
				1GRD-WKP6-6HL9	HEADSETS FOR NEW PHONE SYSTEM	2201503 |560230|		2026/2	171.54
				1GRD-WKP6-6HL9	HEADSETS FOR NEW PHONE SYSTEM	2201503 |560240|		2026/2	909.65
						Total For Check # 331792			**1,910.50**
08/21/2025	331794	1465	AMERICAN WASTE CONTROL	0007512700	0007512700 CUST ID#727422	2205405 |540320|		2026/2	124.00
						Total For Check # 331794			**124.00**
08/21/2025	331795	11	ANCHOR STONE CO	251729609	251729609 JULY 3, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	310.63
				251800609	251800609 JULY 11, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	984.84
				251880709	251880709 JULY 18, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	726.75
						Total For Check # 331795			**2,022.22**
08/21/2025	331797	1468	ARLEDGE & ASSOCIATES, P.C.	51417	51417	2201503 |530810|		2026/2	11,512.50
						Total For Check # 331797			**11,512.50**
08/21/2025	331809	3	BRENNTAG SOUTHWEST INC	BSW640107	BLANKET PO - CHLORINE	2205405 |560340|		2026/2	11,026.97
				BSW640739	BLANKET PO - CHLORINE	2205405 |560340|		2026/2	57,212.40
				BSW642832	BLANKET PO - CHLORINE	2205410 |560340|		2026/2	4,723.20
				BSW640738	BLANKET PO - CHLORINE	2205405 |560340|		2026/2	7,104.00
				BSW640429	BLANKET PO - CHLORINE	2205405 |560340|		2026/2	1,184.00
				BSW638977	BLANKET PO - CHLORINE	2205405 |560340|		2026/2	3,682.90
						Total For Check # 331809			**84,933.47**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/21/2025	331811	19	BROKEN ARROW ELECTRIC	S3378797.001	BLANKET PO FOR MISC ELECTRICAL	2205405 |560230|		2026/2	95.05
				S3379012.001	BLANKET PO FOR MISC ELECTRICAL	2205415 |560230|		2026/2	17.43
				S3379306.001	SPECHJD3250F *** Special Order Item ***	2205405 |560450|		2026/2	3,051.30
						Total For Check # 331811			**3,163.78**
08/21/2025	331812	20	BROKEN ARROW LAWN &	124556	EU3200IAN HONDA EU3200IAN	2205415 |560240|		2026/2	2,499.00
				124365	BLANKET PO FOR MISC	2205415 |560230|		2026/2	106.34
						Total For Check # 331812			**2,605.34**
08/21/2025	331816	2083	CHEMTRADE CHEMICALS US LLC	90275659	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/2	17,740.80
				90273524	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/2	17,938.80
				90280993	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/2	17,843.76
				90278904	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/2	18,041.76
				90278905	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/2	18,841.68
						Total For Check # 331816			**90,406.80**
08/21/2025	331817	37	CINTAS CORPORATION	5285763605	BLANKET PO FOR ALL DEPARTMENT USE	2205305 |560230|		2026/2	148.98
				5285763604	BLANKET PO FOR ALL DEPARTMENT USE	2205405 |560230|		2026/2	180.93
				9331794159	BLANKET PO FOR ALL DEPARTMENT USE	2205405 |540280|		2026/2	292.63
						Total For Check # 331817			**622.54**
08/21/2025	331818	1391	CLEAN THE UNIFORM CO	52147508	52147508	2205405 |540310|		2026/2	53.81
				52147508	52147508	2205405 |540330|		2026/2	21.61
				52146418	52146418	2205405 |540310|		2026/2	53.81
				52146418	52146418	2205405 |540330|		2026/2	7.50
				52145314	52145314	2205405 |540310|		2026/2	53.81
				52145314	52145314	2205405 |540330|		2026/2	21.61
				52148143	CLEAN 52148143 08/06/2025	2205130 |540310|		2026/2	6.60
				52148143	CLEAN 52148143 08/06/2025	2205120 |540310|		2026/2	83.46
				52148143	CLEAN 52148143 08/06/2025	2205400 |540310|		2026/2	109.62
				52148143	CLEAN 52148143 08/06/2025	2205415 |540310|		2026/2	83.07
				52148143	CLEAN 52148143 08/06/2025	2205406 |540310|		2026/2	44.22
				52148143	CLEAN 52148143 08/06/2025	2205403 |540310|		2026/2	54.92
				52148143	CLEAN 52148143 08/06/2025	2205115 |540310|		2026/2	33.60
				52148143	CLEAN 52148143 08/06/2025	2205010 |540310|		2026/2	231.48
				52148143	CLEAN 52148143 08/06/2025	2201700 |540330|		2026/2	3.90
				52148143	CLEAN 52148143 08/06/2025	2205120 |540330|		2026/2	25.00
				52148143	CLEAN 52148143 08/06/2025	2205400 |540330|		2026/2	9.48
						Total For Check # 331818			**897.50**
08/21/2025	331819	565	CMC STEEL FABRICATORS INC	05579A	For Matt Duran	2205400 |560230|		2026/2	947.00
						Total For Check # 331819			**947.00**
08/21/2025	331820	5323	COLUMN SOFTWARE PBC	B6BD5005-0212	B6BD5005-0212	2205130 |550050|		2026/2	102.10
				B6BD5005-0216	B6BD5005-0216	2205130 |550050|		2026/2	110.09

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 331820			**212.19**
08/21/2025	331821	1270	CORE & MAIN	CNV1000009840	PW STOCK ORDER	220 |141000|		2026/2	5,381.68
				PNV0000002942	PNV0000002942 JULY 3, 2025 PA 5	2205403 |570150|	WL25010	2026/2	584.88
				PNV0000002943	PNV0000002943 JULY 3, 2025 PA 5	2205403 |570150|	WL25010	2026/2	335.32
				PJN0000125	PJN0000125 JULY 8, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	-2,190.00
				PNV0000003014	PNV0000003014 JULY 8, 2025 PA 5	2205403 |570150|	WL25010	2026/2	10,960.00
				PNV0000003015	PNV0000003015 JULY 8, 2025 PA 5	2205403 |570150|	WL25010	2026/2	255.00
				PNV0000003048	PNV0000003048 JULY 9, 2025 PA 5	2205403 |570150|	WL25010	2026/2	105.31
				PNV0000003049	PNV0000003049 JULY 9, 2025 PA 5	2205403 |570150|	WL25010	2026/2	5,264.00
				PNV0000003203	PNV0000003203 JULY 14, 2025 PA 5	2205403 |570150|	WL25010	2026/2	4,119.20
				PNV0000003256	PNV0000003256 JULY 15, 2025 PA 5	2205403 |570150|	WL25010	2026/2	826.42
				PNV0000003419	PNV0000003419 JULY 18, 2025 PA 5	2205403 |570150|	WL25010	2026/2	672.00
						Total For Check # 331821			**26,313.81**
08/21/2025	331823	882	COX COMMUNICATIONS	079453801	FY26 ANNUAL AGREEMENT 001 6311	2205120 |550540|		2026/2	42.67
						Total For Check # 331823			**42.67**
08/21/2025	331825	4794	DAIOHS FIRST CHOICE	TU-578606	TU-578606	2201503 |560230|		2026/2	39.30
						Total For Check # 331825			**39.30**
08/21/2025	331828	634	DELL MARKETING L.P.	10830483193	Dell Pro Max 16 Plus (MB16250) XCTO Base	2205400 |560240|		2026/2	3,873.00
						Total For Check # 331828			**3,873.00**
08/21/2025	331829	3296	DIESEL LAPTOPS LLC	INV190417	SOFTWARE LICENSE RENEWAL	2205120 |540550|		2026/2	10,785.00
				INV192453	CUMMINS PRO SOFTWARE- BRIAN	2205120 |540550|		2026/2	1,545.00
				INV192066	Durabook G3 Diesel Laptop	2205120 |560240|		2026/2	1,850.00
						Total For Check # 331829			**14,180.00**
08/21/2025	331830	2168	EAGLE REDI-MIX CONCRETE LLC	827043	827043 JULY 9, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	970.00
				826836	826836 JULY 8, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	1,782.50
				827044	827044 JULY 9, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	812.50
				827547	827547 JULY 11, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	2,412.50
				827892	827892 JULY 15, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	1,600.00
						Total For Check # 331830			**7,577.50**
08/21/2025	331831	1679	EARTH SCIENCE LABORATORIES	241303	COPPER SULFATE FOR ALGAE TASTE	2205405 |560340|		2026/2	20,872.50
						Total For Check # 331831			**20,872.50**
08/21/2025	331832	61	ELLIOTT ELECTRIC SUPPLY	134-74346-01	Power connector cables	2205410 |560450|		2026/2	2,445.88
						Total For Check # 331832			**2,445.88**
08/21/2025	331833	2107	EMPIRE PRINTING	60773G	Blake's uniforms	2205200 |560100|		2026/2	120.77
				60773F	Koby's Uniforms	2205200 |560100|		2026/2	62.52
				60773E	David's Uniforms	2205200 |560100|		2026/2	142.11
				60773D	Tim Hopkins Uniforms	2205200 |560100|		2026/2	167.06

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				60773C	Nate's Uniforms	2205200 |560100|		2026/2	87.50
				60773B	Renato's Uniforms	2205200 |560100|		2026/2	145.62
				60773A	Joe Vardasco Uniform	2205200 |560100|		2026/2	130.11
						Total For Check # 331833			**855.69**
08/21/2025	331836	193	FASTENAL COMPANY	OKTUL267611	PW STOCK ORDER	220 |141000|		2026/2	1,832.00
						Total For Check # 331836			**1,832.00**
08/21/2025	331837	1231	AT&T MOBILITY LLC	87319128175x08082025	287319128175X08082025	2205115 |550220|		2026/2	24.74
				87319128175x08082025	287319128175X08082025	2205120 |550220|		2026/2	140.43
				87319128175x08082025	287319128175X08082025	2205200 |550220|		2026/2	46.81
				87319128175x08082025	287319128175X08082025	2205210 |550220|		2026/2	51.85
				87319128175x08082025	287319128175X08082025	2205400 |550220|		2026/2	49.48
				87319128175x08082025	287319128175X08082025	2205405 |550220|		2026/2	46.81
				87319128175x08082025	287319128175X08082025	2205410 |550220|		2026/2	80.53
				87319128175x08082025	287319128175X08082025	2205415 |550220|		2026/2	37.28
				87319128175x08082025	287319128175X08082025	2205010 |550220|		2026/2	97.07
				87319128175x08082025	287319128175X08082025	2201205 |550540|		2026/2	74.22
				87319128175x08082025	287319128175X08082025	2205115 |550540|		2026/2	194.34
				87319128175x08082025	287319128175X08082025	2205200 |550540|		2026/2	460.54
				87319128175x08082025	287319128175X08082025	2205205 |550540|		2026/2	163.44
				87319128175x08082025	287319128175X08082025	2205305 |550540|		2026/2	345.06
				87319128175x08082025	287319128175X08082025	2205400 |550540|		2026/2	964.54
				87319128175x08082025	287319128175X08082025	2205401 |550540|		2026/2	76.59
				87319128175x08082025	287319128175X08082025	2205406 |550540|		2026/2	1,250.88
				87319128175x08082025	287319128175X08082025	2205410 |550540|		2026/2	24.74
				87319128175x08082025	287319128175X08082025	2205415 |550540|		2026/2	326.90
				87319128175x08082025	287319128175X08082025	2205405 |550540|		2026/2	40.04
				87319128175x08082025	287319128175X08082025	2205210 |550540|		2026/2	40.04
				87319128175x08082025	287319128175X08082025	2205130 |550540|		2026/2	40.04
				87319128175x08082025	287319128175X08082025	2205404 |550540|		2026/2	80.08
				87319128175x08082025	287319128175X08082025	2205010 |550540|		2026/2	234.38
				87319128175x08082025	287319128175X08082025	2201700 |550540|		2026/2	160.16
						Total For Check # 331837			**5,050.99**
08/21/2025	331838	900	FORTILINE INC	7017341	for Chris Houck	2205400 |560380|		2026/2	755.24
				7009131	urgent for chris houck	2205400 |560380|		2026/2	755.24
						Total For Check # 331838			**1,510.48**
08/21/2025	331839	674	GARVER ENGINEERS	2402096-7	Battle Creek Tank Replacement 2554680	2205400 |570160|	2554680	2026/2	2,122.14
				2401110-7	2554620 Water Master Plan	2205400 |570160|	2554620	2026/2	51,336.48
				20W02210-47	110454	2205415 |570160|	S.1905	2026/2	279.00
						Total For Check # 331839			**53,737.62**
08/21/2025	331840	153	GELLCO UNIFORMS & SHOES	00300696	BLANKET PO FOR UNIFORMS/BOOTS	2205305 |560100|		2026/2	178.49
						Total For Check # 331840			**178.49**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/21/2025	331844	76	GRAINGER	9600289608	PW STOCK	220 |141000|		2026/2	55.94
				9598113463	req by Carl Blank	2205010 |560230|		2026/2	13.52
						Total For Check # 331844			**69.46**
08/21/2025	331846	79	GREEN ACRE SOD FARMS	11180	BL;ANKET PO FOR BERMUDA SOD	2205400 |560800|		2026/2	190.00
				11176	BL;ANKET PO FOR BERMUDA SOD	2205305 |560230|		2026/2	209.00
				11179	BL;ANKET PO FOR BERMUDA SOD	2205305 |560230|		2026/2	11.40
				11177	BL;ANKET PO FOR BERMUDA SOD	2205305 |560230|		2026/2	47.50
				11178	BL;ANKET PO FOR BERMUDA SOD	2205400 |560230|		2026/2	190.00
						Total For Check # 331846			**647.90**
08/21/2025	331847	106	HACH COMPANY	14595718	BLANKET PO CHEM/LAB SUPPLIES	2205405 |560340|		2026/2	845.99
				14615896	BLANKET PO CHEM/LAB SUPPLIES	2205405 |560340|		2026/2	182.94
				14584162	BLANKET PO CHEM/LAB SUPPLIES	2205405 |560340|		2026/2	318.80
				14576374	BLANKET PO CHEM/LAB SUPPLIES	2205405 |560340|		2026/2	1,911.68
						Total For Check # 331847			**3,259.41**
08/21/2025	331848	369	HAYNES EQUIPMENT CO	INV8131767	HEP0042378: Fairbanks OEM Motor 7.5HP,	2205415 |560410|		2026/2	5,378.09
						Total For Check # 331848			**5,378.09**
08/21/2025	331849	1144	HDR, INC	1200742652	2554690 Waste Water Master Plan Update	2205415 |570160|	2554690	2026/2	30,010.31
						Total For Check # 331849			**30,010.31**
08/21/2025	331852	725	HOLLOWAY, UPDIKE AND	PA 3 25BAONCALL	Engineering Service On Call with HUB	2205401 |530870|		2026/2	1,400.00
				PA 2205205	San Sanewer Lift Station Conditions	2205205 |530870|		2026/2	4,800.00
						Total For Check # 331852			**6,200.00**
08/21/2025	331853	4202	HOLT TRUCK CENTERS OF	411509867	unit 0602	2205403 |540200|		2026/2	2,420.92
						Total For Check # 331853			**2,420.92**
08/21/2025	331854	1831	HUGG & HALL EQUIPMENT	50624983	50624983	2205120 |540200|		2026/2	363.27
						Total For Check # 331854			**363.27**
08/21/2025	331855	5416	IDENTITY LINKS INC	635704	PROMOTIONAL ITEMS - TREVOR BOLT	2205010 |550310|		2026/2	1,402.10
						Total For Check # 331855			**1,402.10**
08/21/2025	331858	510	INTERSTATE STEEL & METALS	481137	WF625 6 X 25# WIDE FLANGE BEAM 20ft	2205415 |560400|		2026/2	1,800.00
						Total For Check # 331858			**1,800.00**
08/21/2025	331859	3537	J & J BOWERS LAWN CARE	081125	BLANKET PO FOR LAWN CARE	2205305 |540280|		2026/2	7,335.00
				081825	BLANKET PO FOR LAWN CARE	2205305 |540280|		2026/2	7,335.00
						Total For Check # 331859			**14,670.00**
08/21/2025	331863	4087	KERR ENVIRONMENTAL	16379	16379	2205405 |540280|		2026/2	718.75
						Total For Check # 331863			**718.75**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/21/2025	331864	2004	KIMLEY-HORN & ASSOCIATES	061292300-0725	091537	2205400 |570160|	165424	2026/2	5,110.00
						Total For Check # 331864			**5,110.00**
08/21/2025	331865	124	KIMS INTERNATIONAL	0152528-IN	BLANKET PO - MISC. FITTINGS	2205415 |540290|		2026/2	33.96
						Total For Check # 331865			**33.96**
08/21/2025	331867	125	KIRBY-SMITH MACHINERY INC	A04348-01	A04348-01	2205415 |540320|		2026/2	8,870.30
				A03642-02	A03642-02	2205405 |540320|		2026/2	2,351.10
						Total For Check # 331867			**11,221.40**
08/21/2025	331869	1050	LAFERRY'S LP GAS COMPANY	00059981	BLANKET PO FOR PROPANE	2205410 |560210|		2026/2	73.00
				00061998	BLANKET PO FOR PROPANE	2205405 |560210|		2026/2	42.00
						Total For Check # 331869			**115.00**
08/21/2025	331873	131	LOCKE SUPPLY COMPANY	56215770-00	BLANKET PO FOR PLUMBING &	2205400 |560180|		2026/2	2,451.01
				56194476-00	BLANKET PO FOR PLUMBING &	2205410 |560180|		2026/2	24.18
				56209624-00	BLANKET PO FOR PLUMBING &	2205100 |560180|		2026/2	11.22
				56247555-00	BLANKET PO FOR PLUMBING &	2205405 |560230|		2026/2	234.85
				56002926-00	BLANKET PO FOR PLUMBING &	2205415 |560230|		2026/2	9.36
						Total For Check # 331873			**2,730.62**
08/21/2025	331876	4341	MATRIX CONSULTING GROUP,	3P102667	3P102667 AUG 12, 2025	2201503 |550280|		2026/2	1,787.50
						Total For Check # 331876			**1,787.50**
08/21/2025	331877	1592	MORTON SALT INC	5403633847	BLANKET PO FOR WTP SALT	2205405 |560340|		2026/2	8,894.45
						Total For Check # 331877			**8,894.45**
08/21/2025	331878	25	NAPA AUTO PARTS	018399	F013989	2205305 |560190|		2026/2	201.68
				018410	53498	2205401 |560200|		2026/2	189.99
				018411	2164135	2205305 |560200|		2026/2	505.50
				018413	23961773	2205305 |560200|		2026/2	103.78
				018414	2400991AL	2205010 |560200|		2026/2	1,003.33
				018415	6410398	2205010 |560200|		2026/2	297.37
				018420	K771187610	2205305 |560200|		2026/2	1,262.62
				018420	V051145782	2205305 |560200|		2026/2	25.08
				018420		2205305 |560200|		2026/2	15.00
				018423	69992	2205305 |560230|		2026/2	142.21
				18102	HDRTU1GAL	2205010 |560210|		2026/2	102.96
				18102	122492	2205010 |560210|		2026/2	81.76
				18103	2253989	2205010 |560200|		2026/2	69.56
				18103	2272926	2205010 |560200|		2026/2	141.82
				18103	6771	2205010 |560200|		2026/2	46.90
				18103	6770	2205010 |560200|		2026/2	81.74
				18103	15W40BULK	2205010 |560210|		2026/2	124.78
				18105	1748XD	2205010 |560200|		2026/2	33.89

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			18105	600564	2205010 |560200|		2026/2	34.14
			18105	601057	2205010 |560200|		2026/2	69.18
			18105	4479	2205010 |560200|		2026/2	8.88
			18105	6870	2205010 |560200|		2026/2	54.91
			18105	6871	2205010 |560200|		2026/2	48.50
			18105	15W40BULK	2205010 |560210|		2026/2	91.75
			18106	789DEF	2205010 |560210|		2026/2	1,022.12
			18111	SCRAP	2205305 |560200|		2026/2	111.11
			18111		2205305 |560200|		2026/2	160.00
			18118	F316195	2205010 |560200|		2026/2	2,993.06
			18123	F244465FLATFACE	2205010 |560190|		2026/2	1,579.32
			18309	40510DAD	2205130 |560210|		2026/2	64.42
			18309	70064	2205130 |560210|		2026/2	31.48
			18309	70065	2205130 |560210|		2026/2	29.12
			18309	R19457	2205130 |560210|		2026/2	6.12
			18310	6672	2205305 |560200|		2026/2	18.58
			18310	6671	2205305 |560200|		2026/2	25.38
			18310	7176099	2205305 |560200|		2026/2	90.76
			18310	3636	2205305 |560200|		2026/2	18.38
			18310	7348032	2205305 |560200|		2026/2	48.94
			18310	7343102	2205305 |560200|		2026/2	37.76
			18310	15W40BULK	2205305 |560210|		2026/2	36.70
			18314	388BDM	2205010 |560190|		2026/2	2,615.84
			18316	600568	2205305 |560200|		2026/2	23.57
			18316	9082	2205305 |560200|		2026/2	12.77
			18316	1748XD	2205305 |560200|		2026/2	33.89
			18316	2809	2205305 |560200|		2026/2	56.41
			18316	PF46235	2205305 |560200|		2026/2	37.42
			18316	15W40BULK	2205305 |560210|		2026/2	102.76
			18316	2413	2205305 |560230|		2026/2	6.12
			18318	4326873RX	2205010 |560200|		2026/2	-226.10
			18326	VCCT77421A2C	2205415 |560200|		2026/2	181.10
			18326	A0694214000	2205415 |560200|		2026/2	33.43
			18327	HC3Z15221A01F	2205210 |560200|		2026/2	120.22
			18328	F014315	2205406 |560190|		2026/2	587.96
			18329	75684700	2205210 |560230|		2026/2	116.67
			18337	2272926	2205010 |560200|		2026/2	141.82
			18337	2253989	2205010 |560200|		2026/2	69.56
			18337	6771	2205010 |560200|		2026/2	46.90
			18337	6770	2205010 |560200|		2026/2	81.74
			18337	15W40BULK	2205010 |560210|		2026/2	124.78
			18338	2272926	2205010 |560200|		2026/2	141.82
			18338	2253989	2205010 |560200|		2026/2	69.56
			18338	6771	2205010 |560200|		2026/2	46.90
			18338	6770	2205010 |560200|		2026/2	81.74
			18338	15W40BULK	2205010 |560210|		2026/2	124.78

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			18340	5T903	2205010 |560200|		2026/2	241.81
			18342	M06100VH8	2205210 |560200|		2026/2	4.80
			18342	FL3Z1521453D	2205210 |560200|		2026/2	247.62
			18342	JL3Z1521813D	2205210 |560200|		2026/2	114.60
			18342	HC3Z15221A01G	2205210 |560200|		2026/2	102.69
			18344	1109479	2205305 |560200|		2026/2	339.54
			18344	1084278	2205305 |560200|		2026/2	99.09
			18344	7274587VP	2205305 |560200|		2026/2	16.04
			18344		2205305 |560200|		2026/2	23.34
			18345	2123945	2205305 |560200|		2026/2	262.67
			018431	46AWBULK	2205010 |560210|		2026/2	186.15
			018442	PF46235	2205210 |560200|		2026/2	37.42
			018442	P648156	2205210 |560200|		2026/2	179.57
			018442	600564	2205210 |560200|		2026/2	34.14
			018442	1748	2205210 |560200|		2026/2	33.05
			018442	9082	2205210 |560200|		2026/2	12.77
			018442	9520	2205210 |560200|		2026/2	44.88
			018442	15W40BULK	2205210 |560210|		2026/2	88.08
			018443	29558329	2205305 |560200|		2026/2	110.61
			018443	1407	2205305 |560200|		2026/2	12.64
			018443	9003N	2205305 |560200|		2026/2	8.83
			018455	131071	2205010 |560200|		2026/2	101.88
			018455	A2277123002	2205010 |560200|		2026/2	132.21
			018455	ABPN83202022530	2205010 |560200|		2026/2	339.97
			018462	0316254	2205010 |560200|		2026/2	1,577.00
			018462		2205010 |560200|		2026/2	22.83
			018467	V052139660	2205305 |560200|		2026/2	1,337.73
			018467		2205305 |560200|		2026/2	60.00
			018476	46AWBULK	2205010 |560210|		2026/2	204.00
			018476	10873	2205010 |560210|		2026/2	57.62
			018351	388BDM	2205010 |560190|		2026/2	326.98
			018359	366BDMDUAL	2205010 |560190|		2026/2	1,884.24
			018360	2272926	2205010 |560200|		2026/2	141.82
			018360	2253989	2205010 |560200|		2026/2	69.56
			018360	6771	2205010 |560200|		2026/2	46.90
			018360	6770	2205010 |560200|		2026/2	81.74
			018366	17C536	2205305 |560200|		2026/2	0.94
			018366	85D5	2205305 |560200|		2026/2	2.31
			018366	7246973	2205305 |560200|		2026/2	58.89
			018366	6725556	2205305 |560200|		2026/2	269.07
			018368	XK3124715QT	2205010 |560200|		2026/2	274.04
			018368	XK3124715QT	2205010 |560200|		2026/2	112.00
			018368	78400B	2205010 |560200|		2026/2	663.72
			018369	3F26053342	2205305 |560200|		2026/2	96.43
			018372	388BDM	2205010 |560190|		2026/2	653.96
			018380	366BDMDUAL	2205010 |560190|		2026/2	1,884.24

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			018387	PLBTS3030LS	2205010 |560200|		2026/2	97.38
			018573	85001	2205010 |560200|		2026/2	106.44
			018574	366BDMDUAL	2205010 |560190|		2026/2	1,887.92
			018583	123544	2205305 |560200|		2026/2	249.94
			018585	366BDMDUAL	2205010 |560190|		2026/2	1,887.92
			018592	LUGLOCK	2205010 |560190|		2026/2	267.00
			018594	388BDM	2205010 |560190|		2026/2	2,434.88
			018595	6702935	2205305 |560200|		2026/2	93.73
			018595	4DM10	2205305 |560200|		2026/2	5.32
			018595	7CM1070	2205305 |560200|		2026/2	4.66
			018595		2205305 |560200|		2026/2	15.00
			018599	789DEF	2205010 |560210|		2026/2	1,022.12
			018599	HDRTU1GAL	2205010 |560210|		2026/2	102.96
			018600	84215791	2205010 |560190|		2026/2	19.30
			018600	84218271	2205010 |560190|		2026/2	166.80
			018600	131571	2205010 |560190|		2026/2	37.80
			018602	388BDM	2205010 |560190|		2026/2	1,217.44
					Total For Check # 331878			**37,859.27**
08/21/2025	331879		018389	7045	2205406 |560200|		2026/2	4.25
			018389	230129	2205406 |560200|		2026/2	8.88
			018389	2488	2205406 |560200|		2026/2	13.80
			018389	75110	2205406 |560210|		2026/2	29.76
			018389	2413	2205406 |560230|		2026/2	6.12
			018396	ED70010	2205010 |560230|		2026/2	14.43
			018397	230395	2205010 |560230|		2026/2	53.76
			018398	7251675	2205010 |560230|		2026/2	19.62
			018398	7251675	2205010 |560230|		2026/2	9.81
			018398	7251675	2205010 |560230|		2026/2	3.27
			018398	7251675	2205010 |560230|		2026/2	6.54
			018401	9491	2205305 |560200|		2026/2	22.50
			018401	9492	2205305 |560200|		2026/2	11.09
			018401	7430	2205305 |560200|		2026/2	9.36
			018401	3393	2205305 |560200|		2026/2	8.57
			018401	15W40BULK	2205305 |560210|		2026/2	40.37
			018412	9082	2205010 |560200|		2026/2	12.77
			18096	X003VL2Y2X	2205120 |560230|		2026/2	30.60
			18098	5698454	2205010 |560200|		2026/2	35.49
			18099	560000	2205305 |560210|		2026/2	11.08
			18104	1372	2205010 |560200|		2026/2	4.25
			18104	230266	2205010 |560200|		2026/2	10.91
			18104	200906	2205010 |560200|		2026/2	18.53
			18104	5W30BULK	2205010 |560210|		2026/2	28.28
			18116	5515250	2205010 |560200|		2026/2	43.86
			18117	615	2205415 |560210|		2026/2	45.90
			18121	4010635	2205010 |560230|		2026/2	-5.21

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			18121	9080XXL	2205010 |560230|		2026/2	16.67
			18126	630109	2205010 |560200|		2026/2	92.50
			18127	3899283	2205010 |560200|		2026/2	11.08
			18129	49005	2205400 |560230|		2026/2	16.48
			18132	2374	2205120 |560200|		2026/2	19.38
			18311	1553	2205305 |560200|		2026/2	6.94
			18311	1731	2205305 |560200|		2026/2	73.93
			18311	85W140BULK	2205305 |560210|		2026/2	5.63
			18317	114	2205010 |560200|		2026/2	26.54
			18323	FF63041NN	2205305 |560200|		2026/2	48.73
			18330	600568	2205305 |560200|		2026/2	-23.57
			18333	35907	2205010 |560200|		2026/2	19.43
			18335	304355	2205305 |560200|		2026/2	17.24
			018429	8822	2205120 |560230|		2026/2	14.98
			018436	500405	2205305 |560200|		2026/2	15.01
			018436	7141	2205305 |560200|		2026/2	6.50
			018436	3192	2205305 |560200|		2026/2	13.11
			018441	7060	2205400 |560200|		2026/2	4.25
			018441	2725	2205400 |560200|		2026/2	15.92
			018441	20811	2205400 |560210|		2026/2	23.61
			018441	115	2205400 |560210|		2026/2	14.44
			018441	5W20BULK	2205400 |560210|		2026/2	21.42
			018444	AR6472	2205400 |560200|		2026/2	17.99
			018450	BC3Z17K605B	2205400 |560200|		2026/2	20.10
			018450	BC3Z17603A	2205400 |560200|		2026/2	28.12
			018451	30500Z5T003	2205403 |560200|		2026/2	18.76
			018451	12U311	2205403 |560200|		2026/2	35.96
			018459	PL50168920	2205305 |560200|		2026/2	20.53
			018460	6083923C1	2205010 |560200|		2026/2	46.36
			018466	789DEF	2205403 |560210|		2026/2	11.11
			018468	3691975190	2205305 |560200|		2026/2	25.01
			018473	20811	2205415 |560210|		2026/2	70.83
			018474	60241B	2205415 |560200|		2026/2	22.32
			018352	7051027	2205415 |560210|		2026/2	1.58
			018352	AHDWMPHDC1	2205415 |560210|		2026/2	7.84
			018352	789DEF	2205415 |560210|		2026/2	11.11
			018354	85805	2205305 |560210|		2026/2	45.06
			018357	SW050	2205305 |560230|		2026/2	3.29
			018357	A1624	2205305 |560230|		2026/2	7.91
			018357	78004	2205305 |560230|		2026/2	5.66
			018357	6299	2205305 |560230|		2026/2	30.59
			018357	AHDWMPHDC1	2205305 |560230|		2026/2	7.84
			018361	789DEF	2205010 |560200|		2026/2	11.11
			018363	5273379	2205010 |560200|		2026/2	60.56
			018364	46AWBULK	2205010 |560210|		2026/2	30.60
			018367	36RM72	2205415 |560200|		2026/2	50.22

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			018367	6231	2205415 |560230|		2026/2	29.19
			018371	HDRTU1GAL	2205010 |560200|		2026/2	51.48
			018374	1372	2205305 |560200|		2026/2	4.25
			018374	230266	2205305 |560200|		2026/2	10.91
			018374	200906	2205305 |560200|		2026/2	18.53
			018374	5W30BULK	2205305 |560210|		2026/2	28.28
			018378	074731	2205120 |560230|		2026/2	38.88
			018379	7502	2205415 |560200|		2026/2	4.25
			018379	5W20BULK	2205120 |560210|		2026/2	24.48
			018383	03196	2205010 |560210|		2026/2	11.46
			018572	9080XXL	2205120 |560230|		2026/2	16.67
			018576	789DEF	2205403 |560210|		2026/2	11.11
			018577	9006N	2205010 |560200|		2026/2	16.20
			018581	318524	2205120 |560230|		2026/2	28.64
			018584		2205305 |560200|		2026/2	6.00
			018584		2205305 |560200|		2026/2	26.44
			018587	HDRTU1GAL	2205010 |560210|		2026/2	17.16
			018588	HDRTU1GAL	2205010 |560200|		2026/2	51.48
			018589	HDRTU1GAL	2205010 |560210|		2026/2	51.48
			018593	7301080	2205010 |560200|		2026/2	25.62
			018597	7301080	2205010 |560200|		2026/2	-25.62
			018601	84215791	2205010 |560190|		2026/2	30.88
			018601	131571	2205010 |560190|		2026/2	18.90
			018603	789DEF	2205403 |560210|		2026/2	22.22
					Total For Check # 331879			**2,068.16**
08/21/2025	331880		018390	25676	2205210 |560230|		2026/2	4.40
			018393	NT2604	2205010 |560200|		2026/2	1.09
			018402	2413	2205010 |560230|		2026/2	3.06
			018404	3157N	2205410 |560200|		2026/2	0.61
			18097	1255H11N	2205305 |560200|		2026/2	8.58
			18100	2413	2205010 |560230|		2026/2	6.12
			18107	2374	2205120 |560200|		2026/2	6.46
			18109	2413	2205120 |560230|		2026/2	6.12
			18115	AGC20BP	2205120 |560210|		2026/2	5.54
			18122	2413	2205010 |560230|		2026/2	6.12
			18124	45689	2205010 |560230|		2026/2	9.82
			18128	35012	2205400 |560210|		2026/2	2.61
			18325	122494	2205010 |560230|		2026/2	5.37
			18331	L1MZ9601A	2205305 |560200|		2026/2	25.76
			18331	200905	2205305 |560200|		2026/2	-20.38
			18334	AHDWMPHDC1	2205403 |560230|		2026/2	7.84
			18339	MT1115	2205010 |560200|		2026/2	3.08
			018446	7051213	2205410 |560200|		2026/2	5.20
			018448	75200	2205415 |560210|		2026/2	9.16
			018452	2413	2205010 |560230|		2026/2	9.18

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				018472	3026	2205403 |560230|		2026/2	8.43
				018353	9003N	2205010 |560200|		2026/2	8.83
				018355	NP22	2205010 |560200|		2026/2	8.16
				018356	4479	2205010 |560200|		2026/2	8.88
				018381	2413	2205010 |560200|		2026/2	3.06
				018384	PLBTS3030LS	2205010 |560200|		2026/2	0.01
				018571	1748XD	2205210 |560200|		2026/2	33.89
				018571	1748	2205210 |560200|		2026/2	-33.05
				018578	NBCKT13	2205010 |560230|		2026/2	5.10
				018591	9003N	2205010 |560200|		2026/2	8.83
						Total For Check # 331880			**157.88**
08/21/2025	331884	98	OKLAHOMA NATURAL GAS CO	254035382 08132025	211155662 2540353 82 AUG 13 2025 900 W	2205415 |550240|		2026/2	38.84
						Total For Check # 331884			**38.84**
08/21/2025	331888	1810	PRO SPRINKLER	100032699A	1000329699A AUG 8, 2025	2205415 |540280|		2026/2	3,450.00
						Total For Check # 331888			**3,450.00**
08/21/2025	331889	5333	PRODIGY LAWN & LANDSCAPE	3983	BLANKET PO FOR LAWN CARE	2205305 |540280|		2026/2	4,997.00
						Total For Check # 331889			**4,997.00**
08/21/2025	331890	1612	RITZ/LONE STAR SAFETY &	7070234	PW STOCK 2 X-LARGE HOODIE	220 |141000|		2026/2	868.02
				7072594	PW STOCK 2 X-LARGE HOODIE	220 |141000|		2026/2	1,741.02
						Total For Check # 331890			**2,609.04**
08/21/2025	331891	4816	RIVER CITY HYDRAULICS INC	60860	unit # 2449	2205305 |540200|		2026/2	364.50
						Total For Check # 331891			**364.50**
08/21/2025	331892	2173	RJN GROUP INC	390711	Florence & Haikey Creek Sewer & W/L	2205400 |570160|	WL23050	2026/2	2,500.00
				37690119	S.22020 INV 37690119	2205415 |570160|	S.22020	2026/2	4,020.00
						Total For Check # 331892			**6,520.00**
08/21/2025	331895	491	SCURLOCK INDUSTRIES OF	0027365-IN	0027365-IN JULY 2, 2025 PA 5 S.23070	2205403 |570150|	WL25010	2026/2	2,150.00
						Total For Check # 331895			**2,150.00**
08/21/2025	331899	1586	SIGN SOLUTIONS	5593	5593	2205010 |540200|		2026/2	815.00
				5598	5598	2205010 |540200|		2026/2	915.00
						Total For Check # 331899			**1,730.00**
08/21/2025	331901	3932	SOONER LOCK & KEY INC	118193701	BLANKET PO FOR KEYS	2205305 |560230|		2026/2	120.80
						Total For Check # 331901			**120.80**
08/21/2025	331905	221	TENNANT SALES AND SERVICE	921479097	921479097 AUG 4, 2025	2205120 |540290|		2026/2	2,350.40
						Total For Check # 331905			**2,350.40**
08/21/2025	331906	1104	TIGER, INC.	0725213725	0725213725	2205100 |550240|		2026/2	3.19

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				0725213753	0725213753	2205100 |550240|		2026/2	3.19
				0725213766	0725213766	2205120 |550240|		2026/2	187.94
						Total For Check # 331906			**194.32**
08/21/2025	331907	3636	TIMBER WOLF EXCAVATING LLC	PA 5 S.23070	Oak Crest Addition Sanitary Sewer &	2205403 |570150|	WL25010	2026/2	93,284.05
						Total For Check # 331907			**93,284.05**
08/21/2025	331908	4478	TRANSCO SUPPLY COMPANY	1062782	PW STOCK	220 |141000|		2026/2	798.00
						Total For Check # 331908			**798.00**
08/21/2025	331909	571	TULSA CITY COUNTY HEALTH	NV2508002	NV2508002	2205410 |530340|		2026/2	3,373.00
						Total For Check # 331909			**3,373.00**
08/21/2025	331910	1230	TULSA COUNTY ADMINISTRATIVE	10014232	10014232	2205205 |550360|		2026/2	196.94
						Total For Check # 331910			**196.94**
08/21/2025	331911			10014231	10014231	2205205 |550360|		2026/2	206.94
						Total For Check # 331911			**206.94**
08/21/2025	331914	1489	TULSA HEALTH DEPARTMENT	NV2508015	NV2508015 AUG 4, 2025	2205405 |530340|		2026/2	107.00
						Total For Check # 331914			**107.00**
08/21/2025	331916	949	TULSA WINNELSON COMPANY	631740 01	BLANKET PO MISC. PLUMBING SUPPLIES	2205120 |560180|		2026/2	111.83
						Total For Check # 331916			**111.83**
08/21/2025	331917	1808	TULSA'S GREEN COUNTRY	110661	110661	2205010 |550370|		2026/2	13,621.51
						Total For Check # 331917			**13,621.51**
08/21/2025	331918	1496	TWIN CITIES READY MIX INC	308140	BLANKET PO FOR MISC	2205415 |560270|		2026/2	1,570.50
				308079	BLANKET PO FOR MISC	2205415 |560270|		2026/2	888.00
						Total For Check # 331918			**2,458.50**
08/21/2025	331919	744	UNITED RENTALS, INC	250621002-002	250621002-002	2205415 |540320|		2026/2	4,710.00
				250978677-001	250978677-001	2205415 |540320|		2026/2	2,794.00
				251064438-001	OC800-20FT MWHSE WATER SUCTION,	2205405 |560450|		2026/2	1,908.34
						Total For Check # 331919			**9,412.34**
08/21/2025	331921	3262	HD SUPPLY, INC	INV00792411	FOR ASHLEY RHEA	2205404 |560340|		2026/2	117.80
						Total For Check # 331921			**117.80**
08/21/2025	331922	44	UTILITY SUPPLY	214187	PW STOCK	220 |141000|		2026/2	648.00
				214102	utilities need sooon	2205400 |560400|		2026/2	2,154.00
				214374	214374	2205400 |560400|		2026/2	997.00
				214651	PW STOCK ORDER	220 |141000|		2026/2	3,280.40
						Total For Check # 331922			**7,079.40**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/21/2025	331924	5342	VEGA AMERICAS, INC.	655369	VEGABAR 38 PP - 222 62E	2205415 |560410|		2026/2	1,240.37
				655752	VEGAPULS C 21 RA - 222 29Y	2205415 |560410|		2026/2	1,423.17
				655987	ELECTRICAL EQUIPMENT AND SUPPLIES,	2205410 |560450|		2026/2	2,479.68
						Total For Check # 331924			**5,143.22**
08/21/2025	331927	897	WASTE MANAGEMENT QUARRY	0068257-2185-2	0068257-2185-2 ID#27-27081-23004	2205405 |540300|		2026/2	37,699.42
				0068231-2185-7	0068231-2185-7 ID#2-70303-63000	2205410 |540300|		2026/2	20,282.87
						Total For Check # 331927			**57,982.29**
08/21/2025	331928	1537	WATER TECH INC	164576	BLANKET PO FOR POLYMER FOR	2205405 |560340|		2026/2	8,740.20
						Total For Check # 331928			**8,740.20**
08/21/2025	331930	2346	WEX FLEET UNIVERSAL	106385598	106385598 ACCT#0496-00-289666-0	220 |143015|		2026/2	3,256.65
						Total For Check # 331930			**3,256.65**
08/21/2025	331933	1095	WINDSTREAM HOLDINGS II LLC	101238789 08112025	FY26 ANNUAL AGREEMENT	2205415 |550220|		2026/2	86.82
				100979352 08132025	FY26 ANNUAL AGREEMENT	2205405 |550220|		2026/2	82.00
						Total For Check # 331933			**168.82**
08/22/2025	331936	1496	TWIN CITIES READY MIX INC	305471	BLANKET PO FOR CONCRETE	2205400 |560270|		2025/12	741.25
				304960	304960 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	2,265.00
				304961	304961 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	1,812.00
				304962	304962 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	1,208.00
				304963	304963 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	1,510.00
				304964	304964 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	2,718.00
				304965	304965 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	664.00
				304966	304966 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	830.50
				304967	304967 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	1,510.00
				305074	305074 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	2,718.00
				305369	305369 PO 22501661 S.23070	2205415 |570150|	S.23070	2025/12	1,359.00
						Total For Check # 331936			**17,335.75**
						Total For Fund 220			**4,987,698.74**
						Number of Invoices For Fund 220			**1,070**

City of Broken Arrow

Request for Action

File #: 25-1214, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 09-02-2025

Title:

Consideration, discussion, and possible approval of award of the lowest responsible bid to Crossland Heavy Contractor's, Inc. and authorize execution of a construction contract for the Verdigris River Water Treatment Plant Raw Water Pump Station Improvements (Project No. 2454140)

Background:
The Verdigris River Water Treatment Plant Raw Water Pump Station currently has three pumping units with capacity of approximately 8.5 Million Gallons per Day (MGD) each. To prepare for future growth in the City of Broken Arrow a fourth pump along with the associated electrical and instrumentation and control improvements to support the pump is being added along with the electrical needs a fifth pump will require in the future. HDR Engineering, Inc. will design these improvements. Construction time will be 606 calendar days.

This project was advertised on August 5th and August 12th, 2025. An optional Pre-Bid Meeting was held virtually on August 12th, 2025, and an option Site Visit Meeting was held on August 19th, 2025. There were three (3) bids received on August 26th, 2025. The Certified Bid Tabulation is attached. The lowest responsible bid was Crossland Heavy Contractor's, Inc. for a Base Bid of $974,400.00 and an Alternate 1 bid of $120,000.00 for a total Bid of $1,094,400.00. The Engineer's Estimate for the Base Bid plus Alternate 1 is $1,423,000.00

Cost: $1,094,400.00

Funding Source: OWRB Loan

Requested By: Charlie Bright, P.E., Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: 20250828-Certified Bid Tabulation-VRWTP Raw Water Pumps.Signed-2454140

Recommendation:
Award the lowest responsible bid to Crossland Heavy Contractor's, Inc. and approve and authorize execution of a construction contract for the Verdigris River Water Treatment Plant Raw Water Pump Station Improvements (Project No. 2454140)

Verdigris River Water Treatment Plant Raw Water Pump Station Improvements (#9792299)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
08/26/2025 01:45 PM CDT

						Engineer Estimate		Crossland Heavy Contractors - Tulsa		Daris Contractors, LLC		Cherokee Pride Construction Inc./ Sapulpa, ok	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
BASE BID	1	NA	BASE BID	LS	1	$1,076,000.00	$1,076,000.00	$974,400.00	$974,400.00	$1,029,100.00	$1,029,100.00	$1,772,000.00	$1,772,000.00
ADDITIVE ALTERNATE NO. 1	2	NA	ADDITIVE ALTERNATE NO. 1	LS	1	$347,000.00	$347,000.00	$120,000.00	$120,000.00	$146,000.00	$146,000.00	$700,000.00	$700,000.00
ADDITIVE ALTERNATE NO. 2	3	NA	ADDITIVE ALTERNATE NO. 2	LS	1	$705,000.00	$705,000.00	$710,000.00	$710,000.00	$660,000.00	$660,000.00	$1,200,000.00	$1,200,000.00
					Base Bid Total:		$1,076,000.00		$974,400.00		$1,029,100.00		$1,772,000.00
					Base Bid + Additive Alternate No. 1 Total:		$1,423,000.00		$1,094,400.00		$1,175,100.00		$2,472,000.00

I Certify that this is a true and correct Tabulation of Bids Received at 1:45 on August 26, 2025. This Document does not imply that the contract will be awarded to any particular bidder.
The City of Broken Arrow reserves the right to accept or reject and and all bids.

Emily Rowland

Emily Rowland, P.E.
Environmental Division Manager

Verdigris River Water Treatment Plant Raw Water Pump Station Improvements (#9792299)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
08/26/2025 01:45 PM CDT

						Engineer Estimate		Crossland Heavy Contractors - Tulsa		Daris Contractors, LLC		Cherokee Pride Construction Inc./ Sapulpa, ok	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
BASE BID	1	NA	BASE BID	LS	1	$1,076,000.00	$1,076,000.00	$974,400.00	$974,400.00	$1,029,100.00	$1,029,100.00	$1,772,000.00	$1,772,000.00
ADDITIVE ALTERNATE NO. 1	2	NA	ADDITIVE ALTERNATE NO. 1	LS	1	$347,000.00	$347,000.00	$120,000.00	$120,000.00	$146,000.00	$146,000.00	$700,000.00	$700,000.00
ADDITIVE ALTERNATE NO. 2	3	NA	ADDITIVE ALTERNATE NO. 2	LS	1	$705,000.00	$705,000.00	$710,000.00	$710,000.00	$660,000.00	$660,000.00	$1,200,000.00	$1,200,000.00
					Base Bid Total:		$1,076,000.00		$974,400.00		$1,029,100.00		$1,772,000.00
					Base Bid + Additive Alternate No. 1 Total:		$1,423,000.00		$1,094,400.00		$1,175,100.00		$2,472,000.00

I Certify that this is a true and correct Tabulation of Bids Received at 1:45 on August 26, 2025. This Document does not imply that the contract will be awarded to any particular bidder.
The City of Broken Arrow reserves the right to accept or reject and and all bids.

Emily Rowland

Emily Rowland, P.E.
Environmental Division Manager

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

Sourcewell

Solicitation Number: RFP #082923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Supplier).

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 Ag Tractors with Related Attachments, Accessories, and Supplies 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 October 11, 2027, 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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier 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. 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 at or below the price stated 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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. 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;

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

- 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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 Supplier 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 Supplier or its authorized

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

subsidiary, distributor, dealer, or reseller. 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, Supplier 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.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 Supplier or its authorized dealers, distributors, or resellers, 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 Supplier 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 Supplier 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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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;
- Item Purchased Price;
- 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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services 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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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 coverage and limits of insurance not less than the following:

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 occurrence 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, products-completed operations including construction defect, 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 aggregate for products liability-completed operations
$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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier 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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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. The Supplier 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. The Supplier 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). The Supplier 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, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

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 Supplier 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	Kubota Tractor Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Paul Manger DB2930A6B34543B...
By: _____	By: _____
Jeremy Schwartz	Paul Manger
Title: Chief Procurement Officer	Title: Executive Director
Date: 10/9/2023 | 2:16 PM CDT	Date: 10/12/2023 | 10:08 AM CDT

Approved:

DocuSigned by: Chad Coauette 48BAF71B0894454...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 10/12/2023 | 11:22 AM CDT

DocuSign Envelope ID: 13F62D38-BCE2-481C-A8A3-358DAAD7BC12

RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name:	Kubota Tractor Corporation
Address:	1000 Kubota Drive Grapevine, Texas 76051
Contact:	Trisha Davis
Email:	trisha.davis@kubota.com
Phone:	817-532-3879
Fax:	888-458-2682
HST#:	9 5 2 8 0 1 5 1 3

Submission Details

Created On:	Tuesday July 11, 2023 11:40:58
Submitted On:	Tuesday August 29, 2023 08:11:27
Submitted By:	Mark Adama
Email:	mark.adams@kubota.com
Transaction #:	282f92cd-0e1e-4aa8-a9c8-087bd118f06b
Submitter's IP Address:	209.249.99.117

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")	Kubota Tractor Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Kubota Tractor Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Kubota Tractor Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable at this time.	*
5	Proposer Physical Address:	1000 Kubota Drive Grapevine, TX 76051	*
6	Proposer website address (or addresses):	www.kubotausa.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):	Paul Manger Executive Director 1000 Kubota Drive, Grapevine, TX 76051 Paul.Manger@kubota.com (817) 756-1171	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trisha Davis National Accounts 1000 Kubota Drive, Grapevine, TX 76051 Trisha.Davis@kubota.com (817) 532-3879	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Adams Manager, National Account Sales 1000 Kubota Drive, Grapevine, TX 76051 Mark.Adams@kubota.com (630) 488-8001	

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.	Who Kubota is, and will continue to be, is summed up in this statement - We are dedicated to food, water, and life. Kubota Corporation was established in 1890 as a metal casting business. When cholera was spreading through Japan, Kubota began mass domestic production of the nation's first cast iron pipes to help people avoid the disease. The company's founder Gonshiro Kubota believed, "Products that help the country prosper cannot be born without pouring all of your knowledge and soul into its development." He also believed, "Our products should not only be technically excellent, but also useful for the good of society." Inheriting these philosophies, the company has always stood up to social issues. Kubota Corporation developed agricultural machinery to combat the food shortage in post-war Japan, and established water and waste management, as well as an urban infrastructure development business to deal with the rapid economic growth of the country. Starting at the turn of the century, Kubota Corporation began expanding its global operations. In 2021, overseas revenue ratio reached 78%, spanning 120 countries and regions around the world where it is tackling sophisticated local climate and environmental challenges. Currently, Kubota Corporation treats food, water, and environment as one business area that leverages each other and is developing new solutions to combat the challenging and complex issues. In 1972 Kubota established the first overseas tractor sales base in the United States As Kubota had been approached by the American company Ford about the OEM supply of small tractors in 1967, it had been decided to enter the North American market with its own brand. The demand there was overwhelmingly for petrol engines, but Kubota had completed a multi-cylinder, lightweight and compact engine that overcame the problems with diesel engines, so it decided to limit exports to these diesel products. The company's compact diesel tractors were highly rated as having a performance and usability in line with larger models, and they became established in the American market, with over 2,000 sold in 1972. The company therefore created the Kubota Tractor Corporation (KTC) in Compton City, California, as a joint operation with the Marubeni Corporation, an export partner. KTC acted as a sales base and greatly expanded the market for the products. In 1974 In order to rebuild the company's construction machinery business, a decision was made to focus on compact vehicles, and the organization, production bases and sales system were all renewed. The KH1 fully-rotating mini back-hoe (compact pneumatic shovel) was completed in 1974, and would become the base machine for the company. In the latter half of the 1970s, the opportunities for the use of the mini back-hoe increased as there was an increase in small-scale construction work ordered by local authorities and urban-style construction for the improvement of the living environment. As Kubota had been first in the market, the sales volumes rose steadily. In 1979, a new construction machinery division was created to bring together the technology, sales and manufacturing of the products.	*

11	What are your company's expectations in the event of an award?	Kubota Tractor Corporation is honored to have served our Sourcewell partnership and it's prospective members who have purchased our Kubota equipment through Sourcewell since 2012. Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota will build into dealer training meetings, Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin Tactics Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help. Kubota's expectations in the event of an award would be to focus on customer needs and continued growth across all our governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Kubota dealer network of over 1,100 plus dealers. If awarded, we will send out an internal Dealer Bulletin to our entire dealer network and Kubota salesforce, applicable to governmental, introducing the contract along with ways to train our salesforce, market and grow the contract. We are looking forward to this exciting opportunity to further grow our Kubota business and serve member needs together with our Dealer Network in the new RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies.	*
12	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.	Financial information has been attached. These documents include general information such as Dunn and Bradstreet number and Federal I.D. numbers as well as more specific financial information such as creditors and banking information. Beyond the numbers is more tangible evidence of strength and stability. Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA- issuer rating as well as a Long Term Issuer rating of AA-. The short term rating is a very high 1+. A copy of the most recently available full year financial report has been included. Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability.	*
13	What is your US market share for the solutions that you are proposing?	Kubota Tractor Corporation is a major contributor to the overall Ag Tractors with Related Attachments, Accessories, and Supplies within the US and Canada. Market Share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Kubota Tractor Corporation is a major contributor to the overall Ag Tractors with Related Attachments, Accessories, and Supplies within the US and Canada. Market Share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota Tractor Corporation has never petitioned for bankruptcy protection.	*

16	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. 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? 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?	Kubota Tractor Corporation is a Distributor and marketer of Kubota Japan (KBT). We are supported by our 1,100 plus dealer network which is independent of Kubota Tractor Corporation. Our dealers are strong and independently owned companies who are able to support a wide variety of customers, markets, and product support including technical, parts, service, and onsite warranty work. Our dealerships have been proudly transacting and serving Sourcewell customers for many years, and look forward to a continued and prosperous partnership under this RFP. Our Kubota dealers are very experienced in properly quoting and transacting Sourcewell bids, and have formed many long term relationships over the years with the Sourcewell purchasing entities. We at Kubota Tractor Corporation are fully authorized by Kubota Japan to transact on their behalf as their fully authorized USA distributor.	*
17	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.	ISO No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our SO 14001 environmental certifications. SO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. SO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved SO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota s commitment to excellence in quality and design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. t is these kinds of actions that result in Kubota's operational excellence and our certifications.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None - Not Applicable	*

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	CSS Design Awards is one of the top three global web design awards alongside FWA (Favorite Website Awards) and awwwards. Judges from around the world evaluate websites on three categories: UI Design, UX Design, and Innovation. Kubota’s Kubota Future Cube was ranked eighth out of 365 entries for 2022’s Website of the Year. Furthermore, the cutting-edge website was awarded the Best Innovation award. Kubota is the first Japanese company to receive the annual award from CSS Design Awards. #1 selling compact excavator in the world for 18 years; #1 selling sub-compact tractor in the US; #1 rated reliability and durability by Progressive Farmer; Highest resale value for select construction equipment. Kubota Tractor Corporation has beefed up its compact tractor lineup with four new models. The company announced the addition of a new LX20 Series, with the LX3520 and LX4020 as the first two entrants. It also is expanding its popular L02 Series, with the introduction of the L2502 and L4802. The two models added to the LX20 Series offer a multitude of improvements. Along with new horsepower offerings of 35 and 40, both are available in a factory-installed cab or ROPS configuration. A "special utility," or SU, model cab option is available for the LX3520. 2023 - U10-5 Rental Equipment Register, Innovation Award, 2023 - CE Attachments Concrete Contractor: Top Product Award, 2023 (plate compactors)	

- F3710 Front Mount Mower Landscape Business: 20 for 2023 Award,
- F3710 Front Mount Mower Green Industry Pros: Editor's Choice Award

2022
- L47 TLB: Equipment Watch: Highest Retained Value Awards, 2022
- U10-5 Landscape Business: 20 for 2022 Awards, 2022
- U10-5 Green Industry Pros: Editor's Choice Awards, 2022
- U10-5Rental Magazine: Editor's Choice Awards, 2022
- U10-5 Equipment Today: Contractor's Top 50 New Products, 2022
- U10-5 Construction Equipment: Top 100 New Products, 2022
- U10-5 Compact Equipment: Innovative Iron Awards, 2022
- K008-5 Green Industry Pros: Editor's Choice Awards, 2022

2021
- SSV Series: Equipment Watch: Highest Retained Value Awards, 2021
- SVL97-2 Equipment Today: Contractor's Top Products, 2021
- SVL97-2 Rental Magazine: Editor's Choice Awards, 2021
- KX057-5 Rental Magazine: Editor's Choice Awards, 2021
- KX057-5 Construction Equipment: Top 100 New Products, 2021
- U55-5 Rental Magazine: Editor's Choice Awards, 2021
- U55-5 Construction Equipment: Top 100 New Products, 2021
- RTV-520 Pro Tools Review: Innovation Awards, 2021
- SZ Series Landscape Business: 20 for 2021 New Product Awards, 2021
- SZ Series Green Industry Pros: Editor's Choice Awards, 2021
- Z422 Zero Turn Mower Pro Tools Review: Innovation Awards, 2021

2020
- SZ Series Pro Tools Review: Innovation Awards, 2020
- SVL65-2 Rental Equipment Register: Innovative Product Awards, 2020
- SCL1000 Landscape Business: 20 for 2020 New Product Awards, 2020
- SCL1000 Construction Equipment: Innovative Iron Showcase, 2020
- SCL1000 Construction Equipment: Top 100 New Products, 2020
- SCL1000 Green Industry Pro's: Editor's Choice Awards, 2020
- SCL1000 Rental Magazine: Editor's Choice Awards, 2020
- SCL1000 Equipment Today: Contractor's Top 50 New Products, 2020
- CE Attachments Construction Equipment: Attachments Awards, 2020
- RTV-XG850 Sidekick Pro Tools Review: Innovation Awards, 2020

2019
- U35-4: Equipment Watch: Highest Retained Value Awards, 2019
- SVL65-2 Equipment Today: Top 50 New Products, 2019
- SVL65-2 Rental Equipment Register: Innovative Product Awards, 2019
- SVL65-2Rental Magazine: Editor's Choice Awards, 2019
- SZ Series Green Industry Pros: Editor's Choice Awards, 2019
- B01 Series Construction Equipment: Top 100 New Products, 2019

2018
- SVL Series: Equipment Watch: Highest Retained Value Awards, 2018
- RTV-XG850 Sidekick Equipment Today: Contractor's Top 50, 2018
- RTV-XG850 Sidekick Compact Equipment: Innovative Iron Awards, 2018
- RTV-XG850 Sidekick Construction Equipment: Top 100 New Products, 2018
- RTV-X1120 Construction Equipment: Top 100 New Products, 2018

By Product Line:
ZD Series - ZD Series mowers rank as the number one selling diesel zero-turn mower series for more than 5 years." - Claim is based on Outdoor Power Equipment Institute market statistics from 2017 - 2021 unit shipments. *

Z400 Series - "Class-leading speed." - Claim is based on speeds published on company websites as of 11/08/2021 for the following 52"- 54" zero-turn models: Gravely Pro-Turn ZX, Scag Patriot, Exmark Radius S Series, Toro Titan HD 2000 Series, Hustler Fastrak SDX, John Deere ZTrak.

BX series - #1 selling sub-compact tractor in the U.S. for over ten years. - Disclaimer: Based on EDA tractor sales data of under 20 horsepower models from 2009 to 2020
-Rated #1 for durability and owner experience - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study.
- #1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. "

B series - "#1 rated reliability under 100 HP tractors in the USA." - 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020

		Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study. L Series - "#1 selling compact tractor in the U.S. for over ten years." - "Disclaimer: Based on EDA tractor sales data of under 40 horsepower models from 2009 to 2021" - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study LX Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study L60LE Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. L60 Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. MX Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study M Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study TLB Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study RTV-X - "North America's #1-Selling diesel UTV" - *Based on Power Products Marketing North American 2021 sales data for the pure utility vehicle (PUV) segment. Excavator - "Kubota is the world's #1 selling compact excavator for 18 years." - Disclaimer: According to 2021 data from Off-Highway Research including all Kubota Group brand sales. Tractor Brand - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study.	
20	What percentage of your sales are to the governmental sector in the past three years	Due to Kubota Tractor Corporations proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers. We are a partner who is fully committed to our governmental customer purchase requirements. With our dedicated team we work solely with our government customers and our dealer network as we continue to increase our sales volume in this key segment.	*

21	What percentage of your sales are to the education sector in the past three years	Due to Kubota Tractor Corporations proprietary information, we would prefer not to provide the educational sector sales volume history of our valued customers. We are a partner who is fully committed to our educational customer purchase requirements. With our dedicated team we work solely with our educational customers and our dealer network as we continue to increase our sales volume in this key segment.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of Pennsylvania Sales for 2022 - $2.4MM / 2021 - $6.5MM / 2020 - $1.5MM State of Oregon Sales for 2022 - $6.78K / 2021 - $1.2MM / 2020 - $3.49K State of Louisiana - 2022 - $ 382K / 2021 - $ 354K / 2020 - $349K MAPO Sales for 2022 - $2.98K / 2021 - $7.51K - 2020 - $1.2MM Buy Board Sales for 2022 - $7.2MM / 2021 - $6.5MM / 2020 - 6.6MM State of New York - Adopted Sourcewell Contract, Volume is included in Sourcewell Totals Sourcewell - 2020 - $34.8MM, 2021 - $35.6MM, 2022 - $37.4MM	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KTC dealership individually hold specific GSA and SOSA contracts and act independently as such we are not privy to their sales volumes.	*

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 *	
City of Indianapolis	Eugene Murff	317-995-1239	*
City of Jonesboro, AR	Larry Rogers	870-935-3920	*
Scott County Highway Dept.	Kelvin King	423-663-3831	*
City of Ft. Worth	Shawn Watson	817-392-6560	

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 *	
Orange County, CA	Government	California - CA	Construction and Grounds Maintenance equipment - Kubota Tractor	Individual transactions ranging from $12,000 - $75,000	$1,510,950.41	*
Metropolitan Utilities District	Government	Nebraska - NE	Construction and Grounds Maintenance equipment - Kubota Tractor	Individual transactions ranging from $12,000 - $75,000	$1,197,897.16	*
City of Greensboro	Government	North Carolina - NC	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$901,181.68	*
City of Cleveland	Government	Ohio - OH	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$868,652.23	*
Miami Dade County	Government	Florida - FL	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$844,250.31	*

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.	Kubota s sales force contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally, Kubota directly employs 51 regional sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement. Finally, Kubota dealers are support by a network of product - specific sales specialists throughout the USA. These include Ag Product Specialist, Construction Equipment Business Develop Managers, as well as Compact Utility Specialists. All positions are designed to support the dealer in market trends, relevant industry updates, market support and price support to better position our dealers for sustained sales growth. Orange Protection Program Elite CEBDM Ag Specialists Service and Warranty
27	Dealer network or other distribution methods.	Kubota has three major distribution warehouse in the United State which incorporates Georgia on the East Coast, Kansas in the Central and Mid-West States and California on the West Coast. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 150 plus dealer who serve all of Canada.
28	Service force.	Kubota places a high level of importance on quality, dependability and service support. Kubota dealer average over twice as many service technicians as sales representatives. With each Kubota dealers averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in it's 150 plus dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide a strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. The factory training is facilitated by the Kubota Corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The proposed order process is handled by our 1,100 plus established dealer network to best support Sourcewell members by allowing members to work closely with their local Kubota dealers throughout the ordering process. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and its dealers. Sourcewell Members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. If contacting Kubota Tractor Corporation directly we guide the customer and the dealer to work together in determining the customers needs and the best equipment suitable for their job requirements. Additionally, Kubota dealers proactively market the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed on how to guide prospective and qualifying members on how to become a Sourcewell member. The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer Build-my-Kubota (BMK) quote tool.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kubota has created a one-step process for customer service for Sourcewell members. Sourcewell members with one call or email can easily access parts, service, warranty work, or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for Sourcewell members. Dealers are responsible to in turn work with Kubota directly or provide the best parts and service turnkey solution for Sourcewell members. Our customer service model places the responsibility on the dealer, not the Sourcewell member to understand and deal with the processes behind the scenes. Kubota's high expectations of its dealer networks extend to customer service and helping Sourcewell members with this quick and easy customer service process.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide full service and support to all Sourcewell members in all 50 states in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide all Sourcewell member full service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Kubota will fully service all geographic areas of the United States and Canada with the proposed Sourcewell Contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. 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?	Kubota will fully service all participating sectors to include Government, Educational and Non-Profits. We are a Global Major Brand with a Global Presence to include the United States and Canada on this Sourcewell agreement. Kubota is fully committed to servicing all Sourcewell members equally and fully.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members efficiently.	*

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.	Growth in government, non-profit, and education verticals has become a priority for Kubota corporately. Part of our strategy to grow these verticals is to track performance in these areas. Kubota National Accounts also conducts district and regional meetings highlighting our Sourcewell relationship, in addition to highlighting our partnership at our annual Kubota Connect Dealer Conference. Performance is now measured and is a key performance indicator for the Kubota corporate and region sales team and incorporated into their individual management plans. This demonstrates Kubota's commitment and desire for marketing our Sourcewell contracts locally, regionally, and nationally. We will leverage our extensive dealer network and corporate sales team to promote Sourcewell at all levels. For local marketing, Kubota will ensure our 1,100 plus dealers are made aware immediately of this contract if awarded. An electronic dealer sales bulletin will be issued that will update our entire dealer network as soon as possible. This puts several thousand Kubota dealer sales team members into motion marketing our contract locally if a contract is awarded. Further, Kubota will incorporate the new Sourcewell Supplier Portal into our dealer training and encourage dealers to utilize this tool. This portal will help our dealers sales teams as well as Kubota s corporate sales team get what they need, when they need it for information regarding our Sourcewell contracts. Engaging and supporting our dealers will drive marketing Sourcewell on a local level. Kubota s in-house, full-time marketing team will assist in creating engaging marketing materials as needed for dealers. Setting up dealers for success will ensure successful marketing at the local level. To this previous point, dealer training will be a priority in marketing this contract. We will incorporate this contract, if awarded, into our web-based dealer training. An important part of this training is leveraging our dedicated web-based dealer quote tool specifically designed for our Sourcewell contracts. This quote tool is prepopulated by Kubota with the agreed upon products and pricing to help eliminate errors in pricing to Sourcewell members. This helps dealers focus solely on marketing to Sourcewell members and building quick and accurate turn-key solutions. Part of contract engagement is also making our dealers aware of and encouraging dealers to participate in local Sourcewell events. Our corporate national accounts team attends local, regional, and national Kubota dealer meetings to market Sourcewell and make sure our dealers are fully equipped to support Sourcewell members. Kubota corporately will take ownership of marketing Sourcewell on a regional and national basis. Our dedicated National Account Manager for Municipal and New Business will drive our marketing, promoting, and supporting events in government entities; public and private, K-12 schools, colleges, universities, and non-profit organizations. Kubota is an eco-system of high expectations. We will carry these high expectation into marketing Sourcewell solutions.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kubota views Sourcewell as a partner in promoting a contract that would arise from this RFP. Kubota's experience is in the products, services and turnkey solutions we have created for the Grounds Maintenance contract. Sourcewell's experience is in facilitating competitive solicitations leading to solutions that empower community success. This partnership between Sourcewell and Kubota would deliver a world class, turnkey solution to Sourcewell members if a contract arises from this RFP. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU s has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engaging our dealers in person at our annual dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so both organizations grow together.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Kubota is currently providing an e-commerce for it's customers via the kubotausa.com website for all parts and supplies. An e-procurement system is not currently in place for our purchasing of complete power units. However, Kubota does use an e- quoting tool to ensure speed and accuracy for Sourcewell members. The complexity and customization involved in building solutions for Sourcewell members requires a consultative approach to best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our local dealer network best serves Sourcewell members. The ability to use local dealers to tailor local member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e- procurement.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	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.	Kubota Tractor Corporation and your local Kubota dealer are committed to providing quality service to meet your needs. Kubota dealer technicians are linked to our state-of-the-art online Service Center, which provides access to technical information. Dealer technicians are also given extensive hands-on training from factory trained instructors to develop and maintain their knowledge and skills. We pride ourselves on providing you with timely and accurate diagnoses and repairs whenever it's needed. Training is available for all products found in this contract through our dealer network. Training is tailored to the member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by members.This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote. MyKubota is a free app available for iOS and Android from the Apple App Store (iOS) and Google Play Store (Android) with great features like adding to your equipment, browsing attachments and implements compatible with your machine(s) and much more. KubotaNOW Telematics is an advanced reporting and processing system for select Kubota equipment models, bringing value to the customer through increased awareness and insight into the performance of their Kubota equipment. Cost varies based on equipment type. Diagnose and repair your own equipment. Kubota On Board Diagnostic Software, repair manuals, and special tools are now available to purchase through your local dealer as well.	*

41	Describe any technological advances, safety features, autonomous solutions, or other smart solutions that your proposed products or services offer.	Creating solutions that open a new age or direction and bringing new value and inspiration to the lives of those who are involved in all scales of agriculture—Kubota continues to improve and develop its products with such passion. As information and communications technology (ICT) greatly affects the structure of society and economy inside and outside the country, Kubota is working on precision farming applying ICT. As Japanese farmers face decline in and aging of the labor force as well as challenges of improving cost and production efficiency, it has become increasingly difficult to revitalize the industry by repeating the skills learned from seasoned, high-skilled farmers or relying on intuition. Therefore, there is great expectation that supporting management that “scientifically interprets and visualizes agriculture,” based on solid data, will be a great force for the future.	*
42	Describe any industry-specific quality management system certifications obtained by your organization.	While the world has been suffering under the COVID-19 pandemic, other social and economic issues — including climate change, natural disasters, and problems concerning demographics, resources, and geopolitics — are also more pressing than ever. However, the world has set itself common goals such as the SDGs or the Paris Agreement, and companies have a growing need to fulfill their social responsibilities. The Kubota Group, on the landmark milestone of its 130th anniversary, launched its GMB2030 Long-Term Vision and Mid-Term Business Plan 2025. The Kubota ideal for the future is to be committed to a prosperous society and cycle of nature by aiming to be an “Essentials Innovator for Supporting Life.” By providing solutions that can address issues in food, water, and the environment — fields without which people cannot live — we believe that we can make ourselves indispensable to society. In addition to further developing our existing business, we hope to be able to provide three new types of solutions by having each business field work together and effect each other and building a variety of business partnerships and ecosystems, namely solutions aimed at enhancing the productivity and safety of food, promoting the circulation of water resources and waste, and improving urban and living environments. In order for Kubota to continue to be a sustainable company, we will promote initiatives with a greater awareness of ESG than ever before. As a company engaged in the reduction of environmental impact and the resolution of social issues in its business activities in the areas of food, water, and the environment, we have defined the Kubota Group’s unique ESG measures as K-ESG — measures that are rooted in the Group’s corporate philosophy (the Kubota Global Identity). K-ESG management will provide the ethical and behavioral model to accomplish the goals of our long-term visions, GMB2030 and, afterward, GMB. To realize GMB2030, we will aim to raise corporate value on both the economic and social fields by focusing on four areas — solving environmental and social problems through business, accelerating innovation to solve problems, gaining empathy and participation of stakeholders, and building governance that increases sustainability — broken down into twelve important matters (materiality).	*

43	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.	The Kubota Group wishes to become a more valuable company that contributes to the improvement of social development and the global environment in the field of food, water, and the environment. We place the greatest importance on environmental conservation regarding our business management and continue the following efforts. The Kubota Group wishes to become more valuable company that contributes to the improvement of social development and the global environment in the field of food, water, and the environment. We place the greatest importance on environmental conservation regarding our business management and continue the following efforts. 1. We will focus our efforts on building a decarbonized society. (1) The Kubota Group has a target, of controlling greenhouse gas emissions and net zeroing in 2050 throughout the value chains. In addition, the Kubota Group will disclose information on our efforts to reduce greenhouse gas emissions (Scope 1, Scope 2 and Scope 3) throughout the value chains. (2) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of reducing CO2 emissions per production money amount by 25% or more compared to the base year 2014. (3) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of reducing energy consumption per production money amount by 18% or more compared to the base year 2014. (4) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of increasing the recyclable energy availability of electric consumption to 1% or more. (5) The Kubota Group in Japan has a long-term target, for 2030, of reducing CO2 emissions from the business sites by 30% compared to the base year 2014. (6) To achieve the above targets, the Kubota Group fully utilizes available cutting edge technologies as follows: improve the efficiency of facilities such as production equipment, HVAC, and lighting devices; replace fuel for production equipment; improve the insulation efficiency of buildings and facilities; visualize energy and reduce unnecessary use of energy; recover waste heat; and use photovoltaic power generation and green electricity. (7) The Kubota Group will quantitatively identify the reduction effect of greenhouse gas emissions and actively provide the information on the reduction effects to clients in Japan and other countries to enlighten them in order to promote the reduction of greenhouse gas emissions through the dissemination of decarbonized products, services and technologies. We will improve the working fuel efficiency of agricultural and construction machinery and promote smart agriculture by using robots and ICT. We will also pursue research and development for decarbonization of power, such as electrification, hybridization and fuel cell application. (8) The Kubota Group supports the TCFD recommendations and actively discloses information related to climate change. 2030 Targets: Reduce CO2 emissions from the Kubota Group by 50% compared to the base year FY2014; In FY 2022, CO2 emissions of the Kubota Group were reduced by 23.6% compared to the base year FY2014. In FY 2022, Kubota designated 56 new Eco-Products, bringing the sales ratio of Eco-Products to 65.6% globally.	*
44	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.	Kubota Group Environmental Charter: -The Kubota Group aspires to create a society where sustainable development is possible on a global scale. -The Kubota Group contributes to the conservation of global and local environments through its environmentally friendly operations, products, technologies, services, and global activities. Products in 2022 certified as Eco-Products: -Tractor - Slugger Special manual transmission model SLHSP: Compliant with exhaust gas regulations. -Mini excavator: KX019-4 LPG (Europe) Compliant with exhaust gas regulations. -Diesel engine D902-K Series (NA, Europe, China) compliant with exhaust gas regulations.	*
45	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.	Not Applicable	*

46	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?	Powerful and reliable Kubota engines, the clean-running Kubota engine delivers superior horsepower and performance. It offers low noise and vibration levels as well as exceptional fuel efficiency. Anti-Theft System: Only "programmed keys" can start the engine. Even if keys are identically shaped, they can't start the engine unless they are programmed. In fact, if someone attempts to start the engine with an un-programmed key, it will activate the system's alarm. The alarm will continue to sound until the programmed key is inserted into the ignition and starts the engine. Auto Idling System: Save fuel with Kubota's Auto Idle. It automatically reduces engine RPM, when high engine speed is not required. When the control levers are in neutral for more than four seconds, the engine RPM idles. If you move any control lever, the engine RPM immediately returns. This innovative feature reduces noise and emissions, while lowering operating cost. Eco Plus: Kubota's unique ECO PLUS feature prioritizes fuel economy and supports the environment. You can activate ‘Eco Mode’ with the flick of a switch for fuel savings over the ‘Standard Mode	*

Table 9: 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 *	
47	Do your warranties cover all products, parts, and labor?	All Kubota Tractor Corporation products are covered by our Kubota warranty. Kubota is the sole manufacturer for all products in our proposal and no items in our proposal are made by other manufacturers. Kubota Limited Warranty: Every new product comes with standard warranty coverage. Find the length of the standard warranty coverage for each new Kubota. Kubota Orange Protection Program: Purchasing the Kubota Orange Protection Program gives you extended coverage, without interruption, for one or two years. Warranty documents providing details are included in this proposal. Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.	*
50	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? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.	*
51	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?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.	*
52	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota's number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.	*
53	Describe any service contract options or preventative maintenance programs your organization offers for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Terms of sale are net thirty days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation (KCC). The target customer base of Sourcewell are municipal/government customers, educational and non-profits and for those type customers we only offer lease options. This special language in our lease agreements allow the entity to exit the lease if the government cuts funding for the project, and this is essential as this type of customer only approve budgets yearly and therefore need this language. When we talk about our municipal leases, we have two options. First let's discuss the Full Payout lease. This is like a loan, the customer makes regular payments and then at the end owns the equipment for $100. This is the option for the customer looking to own it at the end like a loan. The second option is the FPPO (Fixed Purchase Price Option) lease. This option gives the customer a lower payment and then at the end of the term, the customer can choose to purchase the equipment for a locked in purchase price (that is stated on their lease from the start) or they can turn the equipment back. If you have a Sourcewell customer who is not a true govt/muni - the product options would be different as they'd only have the FPPO option available for leasing but they would be eligible for a loan using the standard rates. When you select these options, there are two pricing program options. A dealer working this up can choose "muni lease promo" or "muni lease standard". Promo is our promotional pricing that can only be used in sales with govt customers who are not taking discounts that make them ineligible (like the ktc governmental discount). When using Sourcewell, the dealer MUST select the "muni standard rates" . This is because they are getting the advantage of the Sourcewell pricing (discount) and cannot be combined with promo. Once this is entered, they can select terms from 24-60 months. They can choose hour options that are available on intervals of 300, 600, 900,1200, (and sometimes offered in 1500, and 2000 depending on term/model). . Dealers can access this by entering the deal in Showroom, but this program is posted in Kubotalink. See the muni rate card on this bulletin: RFB-2023-L03 R2. Additionally our complete leasing guide is in there.	*
56	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.	Kubota Dealers utilize our internal Build My Kubota configurator for standard quotes to our Sourcewell customers.	*
57	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?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation.	*

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 *	

58	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.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.	*
59	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.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series - 22% BX series - 22% L series - 22% M series - 22% Turf F Series - 22% GR Series - 22% T Series - 22% Z Series - 22% TLB series - B26, L47 & M62 - 22% Land Management Disc mowers - 22% Rotary tedders - 22% Rotary rakes - 22% Spreaders - 22% We offer a 24% across the board for all Construction Equipment.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
61	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.	Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcewell members.	*
62	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.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs transparency prior to acquisition. These items will be shown clearly as line items on the quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to $100/hr. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a BX1880 tractor weighs 1,407lbs, an M6 tractors weighs 11,387lbs). These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best address the logistical variances in supporting all Sourcewell members equally.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition.	*

65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell Members within our 1,100 plus location dealer network. This allows for members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehoused (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to our Sourcewell Members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell members receive their equipment quotes directly from the Kubota dealer. The quotation tool has all the necessary contract information embedded in the quote tool (discount %, eligible equipment, applicable contract #'s). Kubota self-audits multiple product groups regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
68	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.	Kubota tracks all Sourcewell transactions weekly downloaded from our division sales. These sales are tracked by Kubota dealer, purchasing entity, type of equipment purchased, and transaction amount.	*
69	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. (See the RFP and template Contract for additional details.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.	*

Table 14A: 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.	The solutions being proposed by Kubota are broad and encompassing of professional grounds maintenance requirements. Kubota's turnkey solutions of wholegoods, equipment, attachments, accessories, and related services as they relate to grounds maintenance is well established around the world for both professionals and consumers. Kubota offers in this proposal turf management with walk-behind mowers as small as 21 inches in cutting width up to over 13 feet in cutting width using disc mowers and many various sizes in between. This solves for mower cutting jobs as small as imaginable while providing extensive cutting widths across the range of 21 inches to 13 feet. Our solutions solve for the smallest and tightest areas (zero turn mowers) in grounds maintenance in and around walkways, landscaping, lawn and garden maintenance, up through large tracts of acreage needing to be maintained. This proposal includes small walk behind mowers, small riding mowers, mid-size lawn and garden tractors, commercial zero-turn mowers in both gas and diesel. All of these products are built by Kubota and Kubota engineered for professional performance. This proposal also includes a wide variety of tractors, attachments and accessories. These tractors range in size from 1,407lbs to 11,387lbs. This range empowers Sourcewell members with a comprehensive selection of tractors and attachments suited to their specific needs. The tractors come with a sweeping assortment of accessories and attachments. These include but is not limited to, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, a wide range of mower decks and grass mulching and catchers, forklift attachments, straight blades, angled blades. The loaders and backhoe options in this proposal offer ground engaging ability to dig, push and move material in professional grounds maintenance. Forklift attachments for tractors provide forklift capability for moving product as needed. Lastly, while our mowing solutions maintain small to medium land size, our land management solutions solve for maintenance of large swaths of acreage. This is done with next generation disc mowing that moves on from sickle bar mowing. Disc mowing is better suited to fine-stemmed grasses leaving a clean evenly maintained area. With our many models, sizes, and series, of disc mowers, tedders, rakes, etc., along with options, accessories, attachments, and services, this proposal is broad in scope and robust enough to support any professional grounds maintenance requirements.	*
71	If you are providing used equipment, please provide details regarding the proposed program, including sales tracking and reporting procedures.	No, Kubota Tractor Corporation does not offer any used products for the Sourcewell contract.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with the many various whole goods in this proposal is a long list of attachments, accessories, options, and services. These may be referred to as subcategories. The price books provided in additional documents shows these subcategories in better detail. Within the many sub categories that Kubota Tractor Corporation manufactures, they include: *Sub Compact and Compact Tractors (up to 62 HP) *Standard Utility Ag Tractors (up to 75 HP) *Mid-Size Utility Tractors (141.1 HP) *Ag Tractors (up to 168 HP) *Utility/specialty Ag Tractors (Narrow, Low Profile) *Hay Tools (Disc Mowers, Tedders, Balers) *Tractor Loaders Backhoes (up to 63 HP) *Construction Equipment (Compact Loaders both tracked and Skid Steer, along with Excavators and Wheel Loaders) *Off road Utility Vehicles *Mowers (Zero Turn, Walk Behind)	*

Table 14B: 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.

Line Item	Category or Type	Offered *	Comments	

73	Offering including one or more Ag Tractor(s) with a published net PTO horsepower rating of at least 50.	(•) Yes ( ) No	Kubota offers a wide variety of M4, M5, M6 and M7 model Ag Tractors that range from 52 to 140 horsepower ratings.	*
74	Combines, chaser grain carts, tillage equipment, sprayers, spreaders, planters, seeders, hay balers, rakes, pallet forks, and forage equipment.	(•) Yes ( ) No	Kubota offers a full line of Tedders, Rakes, Wheel Rakes, Round Balers, Wrappers. Also 3 PT Disc Mowers including Front Plain, Butterfly and Pull Type Plain. Rear 3PT Mower Conditioners, Front Mower and Disc Mower Conditioners.	*
75	Used equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.	( ) Yes (•) No	Kubota does not offer any used equipment in their cooperative purchasing agreements.	*
76	Related technology, to the extent that the offering of technology solutions is ancillary or complementary to an offering of Ag Tractor(s).	( ) Yes (•) No	KubotaNOW Telematics is an advanced reporting and processing system for select Kubota equipment models, bringing value to the customer through increased awareness and insight into the performance of their Kubota equipment. KubotaNOW Telematics enables an authorized myKubota user to access the following data elements for a KubotaNOW-enabled machine: GPS location Ignition status Ignition hours Battery voltage Engine hours * Engine status * Engine RPM * Fluid levels (i.e. Fuel, DEF) * Operating temperatures * Error codes * * model support varies Using the myKubota app, customers are able to track the location of their equipment, view telematics data, create geofences for determined areas of use, and even inhibit the ability to start the equipment. Customers are also able to access digital operator's manuals, model-specific maintenance information, and how-to videos for common maintenance tasks. A geofence is a useful feature to create a digital boundary indicating where a machine should be, and to be notified when a machine enters or exits the geofence. Multiple geofences can be created to create multiple zones for notification of entry and exit. Restart Inhibit is initiated by the myKubota user changing the state of the machine in the Restart Inhibit section of myKubota. The signal is sent from the user's mobile device to the KubotaNOW system. Then the KubotaNOW Telematics device next checks in, it receives the command to enable or disable the starting of the machine. Commands sent to the KubotaNOW telematics device will only be received at a scheduled update time by the device.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
No, we do not have any exceptions or modifications to propose at this time.	(•) Yes ( ) No

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 - 2023 Kubota PriceBooks.zip - Monday August 28, 2023 13:09:55
- Financial Strength and Stability - Kubota Financial Highlights.zip - Monday August 28, 2023 15:19:17
- Marketing Plan/Samples - Kubota marketing Plans.zip - Monday August 28, 2023 15:02:14
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Combined Warranty - Ext. Warranty.pdf - Friday August 25, 2023 11:32:05
- Standard Transaction Document Samples - M6111DTCF1 WEB QUOTE #2704302.pdf - Monday August 28, 2023 10:39:49
- Requested Exceptions (optional)
- Upload Additional Document - Kubota Addendums.zip - Monday August 28, 2023 11:41:52

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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/sdnlist.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. - Trisha Davis , Product Sales Government Municipality - National Accounts , Kubota Tractor Corporation

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
There have not been any addenda issued for this bid.		

BROKEN ARROW
WHERE OPPORTUNITY LIVES

RFP 25.179 - Trucking Service	Bidders	
Description: This will be a time and materials agreement based on hourly rates for trucking services. The contractor will provide trucks, equipment, and operators as needed, and will be compensated according to the hourly rates submitted in the bid. All work will be scheduled and coordinated by the City of Broken Arrow, and services will be requested on an as-needed basis. No guarantee is made regarding the quantity or frequency of work under this contract.	Bear Down Logistics Inc. Desmond Clark	Perimeter Global Logistics
Price Summary - Rates and Charges		
End Dump	$140.00	N/A
Flat Bed Trailer with Walls	$250.00	$210.00
Bobtail	$111.00	$210.00
Detachable Lowboy Trailer	$155.00	$210.00
List Fuel Surcharge Pricing	N/A	Will be based on EIA FSC + 10%
List Other Optional Service Along With Pricing	N/A	N/A
List Any Value-Added Services And/Or Volume Discount Information	N/A	N/A
Comments/Notes:		
		$210 per hour is based on regular routes/services Emergency services will be billed at $415 per hour and is subject to fleet availability at time of request.
Notary Public Commission Expires	**1/16/2029**	**5/29/2029**
Total	**$656.00**	**$630.00**

RFP 25.179 - Trucking Service
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to 5 Vendors with 2 Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze _____ **Date:** 8/5/2025 _____

Ryan Baze, General Services Director