



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH UNITED ENGINES LLC

This State of Oklahoma Statewide Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and United Engines LLC (“Supplier”) and is effective as of the date of last signature to this Contract.

Purpose

The State is awarding this Contract to Supplier for the purchase of Dump bodies, truck mounted lifts, lift hook for use by facilities located throughout the State of Oklahoma, to take advantage of volume discount pricing for acquisitions with a recurring demand from one or more entities. as more particularly described in certain Contract Documents. This Contract memorializes the agreement of the parties with respect to 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. Attachment A – Exhibit 1 - Specifications.
 - 2.2. Attachment B - General Terms
 - 2.3. Attachment C.- Statewide Contract Terms
 - 2.4. Exhibit 2 – pricing (Excel doc)
 - 2.5. Exhibit 2 – Pricing Instruction (PDF format)
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**

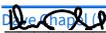
United Engines LLC

By: 
Amanda Otis (Sep 27, 2023 17:23 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Sep 27, 2023

By: 
Dave Chapel (Sep 27, 2023 16:11 CDT)

Name: Dave Chapel

Title: Sales

Date: Sep 27, 2023

Tim Tuck


Tim Tuck (Sep 27, 2023 16:13 CDT)

Sep 27, 2023

Reviewed & Approved by OMES Legal

ATTACHMENT A
SOLICITATION NO. EV00000231

SW0106-Dump bodies, truck mounted lifts, lift hook

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

The Contract is awarded as a statewide contract for the purchase of Dump bodies, truck mounted lifts, lift hook for use by facilities located throughout the State of Oklahoma, to take advantage of volume discount pricing for acquisitions with a recurring demand from one or more entities.

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 four (4) one-year options to renew the Contract.

2. Scope of Work

Certain Contract requirements and terms are attached hereto as Exhibit 1 and incorporated herein.

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

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

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

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

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

7 Invoices and Payment

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

The following terms additionally apply:

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

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://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>
- 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.

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.

EV00000231 ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS For SW0106

1. Statewide Contract Type

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

2. Orders and Addendums

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

3. Termination for Funding Insufficiency

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

4. Termination for Cause

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

5. Termination for Convenience

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

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

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

6.3 All Contract Usage Reports shall meet the following criteria:

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

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

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

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

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

Exhibit 1 – Scope of Products and Services

A. Background:

The State of Oklahoma considers all potential proposers to be professionals in the areas as so defined within this solicitation. As such, a Supplier submitting for this solicitation must be intimately familiar with the requirements and needs identified therein.

B. Scope:

1. This contract has been previously awarded to one brand, one vendor each, one for dump bodies and one for service bodies. The Department of Transportation provided specifications for the equipment they required based on past purchases. With the expansion of the contract and the desire of the customer base to have more types of equipment available on the contract, the specifications shown on the pricing pages are for comparison purposes only; to familiarize the vendors with what has been purchased in the past.
2. The State of Oklahoma Department of Central Services, Central Purchasing Division is charged with developing statewide contracts for all government entities to use that have been competitively solicited for the best possible pricing or percentage discount off pricing based on high volume purchasing. This contract's main customer base will be Oklahoma State Agencies, such as the Department of Transportation, and counties and cities and municipalities.
3. The purpose of this competitive solicitation is to develop a "catalog discount" (or actual pricing submitted) contract to provide for equipment to be made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and warranty work with replacement parts.
4. We have determined that the best pricing structure for this type of contract is a simple "percentage off" of the current dated manufacturer's government or commercial catalog or price list with a copy of the catalog pricing page or price list to be made available to the purchaser for their accounting divisions at the time of order but vendors are welcome to submit actual pricing as well.

C. Authorized Representative

1. Suppliers may offer any brand for which they are an authorized dealer, distributor or service representative. A current, dated, and signed letter of authorization from the manufacturer that states the Supplier is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer's products in the State of Oklahoma is to be submitted with the response.
2. If the Manufacturer is responding to this solicitation, please submit a list of authorized dealers, distributors or service representatives located in the State of Oklahoma and the product line you are the manufacturer of.

D. Licensing

1. 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) Offeror certifies by submission of a response 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 Response. It is the Vendor'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 Central Purchasing. If the Vendor does not maintain current licensing, Central Purchasing may immediately terminate the contract 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.

E. Changes in business structure

1. The Supplier will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

F. Website

1. With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

WEBSITE: _____

LOGIN REQUIRED. ____ YES ____ NO

G. Warranty-Equipment/Options/Accessories/Attachments

1. The Successful Supplier agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.
2. The Supplier warrants that at the time of delivery, all equipment and 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.
3. All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.
4. Warranty work performed not meeting 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 agency.
5. Supplier shall furnish a copy of their warranty applicable for the equipment.
6. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
7. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the government entity requesting the

service. The following information shall be provided in order to determine ownership of the equipment:

G.7.1. Name of government entity and division, if applicable.

G.7.2. Make, Model, and VIN of equipment

G.7.3. Control number of government entity (Inventory number)

G.7.4. Repairs made that are covered by a warranty shall not be paid for by the government entity.

G.7.5. The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.

C.6.7.6. 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 or trained or authorized service technicians.

C.6.8. Equipment that will remain in the supplier's possession overnight and 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 state-owned equipment in the supplier's possession.

H. Insurance

1. Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.
2. The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:
3. Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
4. Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
5. Commercial Automobile Insurance hired and non-owned.
6. Garage keepers Liability Insurance.
7. Commercial Property Coverage.

I. Quality of Parts

1. Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.
2. After Market Repair, parts must be equal to, or exceed original equipment manufacturer's specifications.
3. Repair parts must be packaged and distributed under their respective nationally known name brands.
4. All rebuilt or remanufactured parts must meet the same requirements as listed above.
5. Some repair parts may be required to be original equipment manufacturer repair parts. Suppliers must carry a complete line of OEM parts for all models of equipment they carry.

6. Preservation, packaging, and packing and marking will be in accordance with best standard industry practice to provide adequate protection against shipping damage.

J. Warranty-Parts

1. Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.
2. Supplier shall correct ordering errors without further cost to the ordering entity.
3. A copy of the Warranty shall be included for replacement parts purchased.

K. Repair Facilities

1. Repair facilities that will perform the warranty work of items on contract shall be identified on the Pricing Page.

L. Ordering

1. No minimum orders will be considered under this contract.
2. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment purchased, prior to any Options/Accessories/Attachments that enhance the equipment to where it becomes specialized or customized to the customer's requirements.
3. The ordering party will determine how and when the truck to be outfitted is to arrive at the vendor's location.
4. While the truck to be outfitted is on the vendor's property, the vendor will be fully responsible for the truck and will ensure that it 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 state owned equipment in the supplier's possession.
5. Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
6. Any trade-in allowances determined by the dealer shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance.
Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000. $\$17,199 - 23\% = \$13,243.23$. $\$13,243 - \$6000 = \$7,243.23$, final price.
7. The Customer is responsible for being familiar with all of the contract terms and conditions.
8. Safety Data Sheets
9. Supplier shall furnish any required Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, or at the request of Central Purchasing.
10. Catalogs and Price Sheets
11. Suppliers shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.
12. Equipment Operation and Repair Manuals
13. All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the customer, they shall be offered at the discount offered in the Price Sheets.

M. Invoices

To ensure prompt payment, the invoice shall include the following information:

1. Purchase order number.
2. Make, model, and VIN number of equipment.
3. Name of government entity.
4. Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.
5. The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals used to customize the equipment, and the final price for each item delivered.
6. The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.
7. Name of company who provided the products/services.
8. Payment remittance address.
9. Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.
10. Each Dealer/manufacturer who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Manufacturer or Dealer wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations as part of their response and be responsible for the equipment and chassis when being transported between locations for additional installations performed.

N. Payment

1. Payment method by State Agencies will be the effective statewide fleet fuel and maintenance card, the State purchase card, or Purchase Orders.
2. Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in C.11.1 above or other purchasing methods, such as is allowed by their purchasing guidelines, regulations or statutory mandates.

O. Prompt Payment Discounts

1. Prompt payment discounts will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

P. Late Payment to Suppliers

1. Late payments made by Government entities who sell to State Agencies are addressed in the Prompt Payment Rules derived from Titles 62, Section 41.4a and 4b and 74, Section 840.14. The new interest rates are published on the Office of Management & Enterprises website.

Q. Delivery

1. Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Supplier. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
2. All equipment is to be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the customer. Liability for product delivery remains with the Supplier until delivered and accepted.

3. Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract; it is the Supplier's obligation to seek clarification from the ordering party and, if applicable, from the Contracting Officer listed as the contact person in Central Purchasing.
4. Delivery on parts is to be made within 30 days.
5. One Operating Manual, an illustrated parts manual or List, and the Warranty, shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

R. Training

1. Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

S. Price Adjustments

1. The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (I.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) Since the various manufacturers update their pricing throughout the year and at different times during the year, there will be no pre-determined price adjustment time period for this contract however the discounts provided by the Supplier can be increased during the contract period at any time.
2. The contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.
3. Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.
4. Vendors are to include information concerning their return policy.
5. **See L.6** concerning trade-in allowances.

T. Allowable Charges

1. Freight/Shipping/Set-up Fees.
2. Delivery of the finished product is to be FOB Destination (of ordering entity) freight collect.
3. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.
4. Quotes shall show The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered
5. Allied and incidental items requested by customers to comply with their needs and with state or other government regulations. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.
6. Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract vendor that are requested by the customer to complete the purchase of equipment awarded on contract.
7. Unpublished or non-contract options required to complete a product ordered.
8. New Products
 - 8.1. New Products may be added to the contract as they are introduced by a manufacturer however, the discount cannot be lowered throughout the contract period.

- 8.2. Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.
- 8.3. Discontinued Products
- 8.4. Vendors are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.

Exhibit 2 – Pricing Instructions

1. Supplier shall complete Exhibit 2 – Pricing per instructions therein. Best value evaluation includes whether Supplier offers all requested items and services or only some of the requested items and services., as well as the overall lowest costs.
2. Supplier may complete any or all tabs within Exhibit 2 at its discretion based upon its proposed offering.
3. For solicitation evaluations purposes, Supplier must provide current quote MSRP and percentage discount for the items as listed. If Supplier does not offer exact item as listed, Supplier may offer a comparable make/model within its offering which is as nearly identical as possible. If Supplier does not offer exact or comparable item, then Supplier will so indicate.
4. In addition to quoted items for solicitation evaluation purposes, Supplier may provide any catalog of items which supports the scope of this solicitation. Supplier acknowledges that offered catalog of items will either be at one discounted rate against all MSRP prices and items, or otherwise delineated with additional discounts by brand, volume discounts, etc. It is Supplier responsibility to ensure that offerings are true, correct, and available to the State of Oklahoma. Supplier further warrants that from time-to-time catalogs may be updated as new products and offering become available, but only with the express permission and consent of contracting officer.

.xlsx tabs to complete as follows and all **REQUIRED**:

1. Hydraulic System: Note: This tab **REQUIRED**
2. Dump Beds: This tab **REQUIRED**
3. Dump Bed Options: This tab **REQUIRED**
4. Other Items: This tab **REQUIRED**
5. Service Body: This tab **REQUIRED**



Section Nine: Pricing

Please see attached pricing for:

Pac-Mac Refuse Products

Grapple Hooks and Roll off units

EXHIBIT 2 - Pricing Sheet

Please fill out table and questions below

Type of Equipment (Indicate: Front, back, or side loader)	Fuel Type (Indicate: CNG, Diesel, Electric, Gasoline, or Hybrid)	Cubic Yard Size	Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
		Freight	Pac-Mac	\$5,500.00	Net price
KB2-HJ TKB 1820	Diesel	20 yard	Pac-Mac	\$ 100,250.00 + options	2% off list price
KBF-20HJ TKB 1824	Diesel	24 yard	Pac Mac	\$ 103,650.00 + options	Price book 7/11/2023
KBF-20HJ TKB 1828	Diesel	28 Yard	Pac Mac	\$ 104750.00 + options	
KBF-220A-SU-HJ TKB 2030	Diesel	30 yard	Pac Mac	\$ 119,100.00 + options	
	Documentation will be provided from Manufacturer			Steel market adjustment	ADD up to 20% to all body/options

Required Questions

PLEASE CHECK YOUR ANSWERS OR FILL IN

- | | |
|---|---|
| <p>1. Do you allow any trade-ins?</p> <p>2. Do you give any multiple unit discounts?</p> <p>3. What is the multiple unit discount given in?</p> <p>4. How much has to be purchased to get the discount?</p> <p>5. How much is the discount? (\$ or %)</p> <p>6. OEM Repair Parts discount is?</p> <p>7. After Market Parts discount is?</p> | <p><input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p><input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p><input type="checkbox"/> 1% <input type="checkbox"/> % OFF</p> <p><input type="checkbox"/> 3+ QUANTITY PURCHASED</p> <p><input type="checkbox"/> 1% _____</p> <p><input type="checkbox"/> N/A _____ % OFF</p> <p><input type="checkbox"/> N/A _____ % OFF</p> |
|---|---|



Pac-Mac



KB-2 SERIES

THE NON-CDL SOLUTION LOADER

The KB-2 is the non-CDL solution in the Pac-Mac Grapple Truck Series. The KB-2 is known for its quality, user-friendly design, economic efficiency, and capability to handle various public works and solid waste industry obstacles.

DO IT RIGHT with Pac-Mac!



Visit us online at www.e-pac-mac.com

Manufactured by Hol-Mac Corporation • P.O. Box 349 • Bay Springs, MS 39422 • 601-764-4121



pac-mac

KB-2 SERIES

TECHNICAL DATA & SPECIFICATIONS

GENERAL SPECIFICATIONS

Height of boom to ground in lowest travel positions (based on 37in chassis height):	11 ft.
Boom length:	17 ft.
Boom rotation:	270° non-continuous
Lifting capacity at 17ft. (with grapple):	2400 lbs.
Fixed H-Style Outriggers:	8 ft.
Hydraulics :	Tandem pump for simultaneous operations of multiple functions
Operator Controls:	Individual levers or pilot-operated hydraulic joysticks

BODY

Length:	18 ft.
Capacity:	20 cubic yds.
Tilt:	45° +/- 1°
Floor:	3/16 in. 8 in. main sill 4 in. joist with 16 in. spacing
Sides:	4 ft. wall body 1/8 in. Hardox with built in dirt guard
Lighting:	L.E.D. Mid-body turn signals

GRAPPLE

Width:	30 in.
Fully Open:	5 ft.

STANDARD FEATURES:

Body

- Double rear doors
- Smooth pads for minimal street damage
- Complete discharge due to fully opening, swinging doors(s)
- 45-degree body tilt for complete cleanout
- Fixed H-Style outrigger design
- Nylon braiding wiring harness
- L.E.D lighting

Grapple

- High-strength tempered steel replaceable edges
- Anti-scalp design
- 360-degree continuous rotation
- Easy to use when handling heavy, bulky materials

Boom

- All hoses are enclosed within the pedestal
- Pilot-operated hydraulic joysticks

Hydraulics

- Twin telescopic dump cylinders
- Ductile iron gland/piston, chrome rods, replaceable bronze bushings
- Built-in holding valves for safety
- Twin cylinders provide superior biting force
- Watertight connectors

Warranty

- 1-year hydraulic warranty
- 3-year structural warranty
- 3-year warranty on gearbox and slewing ring

Safety

- Bumper meets D.O.T. rear impact standards
- Integral holding valves in the main boom, tip, and outriggers cylinders
- Boom Height Alarm
- E-Stop

OPTIONS:

- Greaseless mechanical levers
- Tarp options: spring assist with arm, spring assist armless, electric with arm
- "Outrigger down" safety feature
- Outriggers mounted strokes
- Optional work light
- Body up alarm
- Optional Paint colors



POWERED BY:

HOL-MAC CORPORATION

Manufactured by Hol-Mac Corporation
P.O. Box 349 • Bay Springs, MS 39422 • 601-764-4121
Visit us online at www.hol-mac.com



All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for informational purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.



KB-20 SERIES

BUILT WITH PRIDE IN THE USA

The KB-20 is well-known for its quality, economic efficiency, durability, and user-friendly design. With a variety of options for boom length and trailer capacity, this series is ideal for all types of loading applications. This unit can be tailored to fit your specific needs. **DO IT RIGHT with Pac-Mac!**



Awarded Contract

Contract # 041217-HMC



E-PAC-MAC.COM

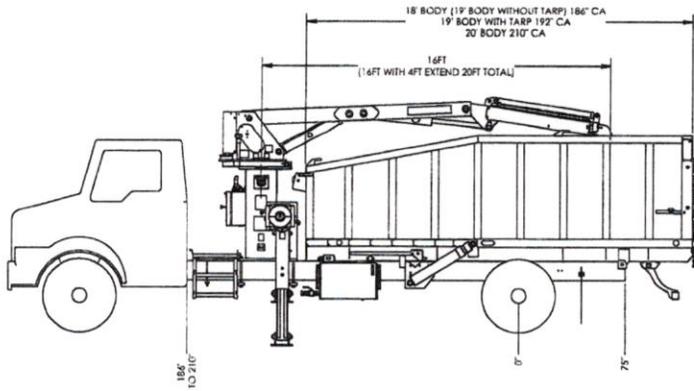
Manufactured by Hol-Mac Corporation
P.O. Box 349 • Bay Springs, MS 39422 • 601-764-4121



KB-20 SERIES

TECHNICAL DATA AND SPECIFICATIONS

GENERAL SPECIFICATIONS



Height of boom to ground in lowest travel position (based on 37 in. chassis height)	11 ft.
Boom length	20 ft. (18 ft. with 4 ft. extension)
Optional boom lengths	16 / 17 / 18 ft. (fixed)
Boom rotation	270° non-continuous
Lifting capacity at 20 ft. (with bucket)	3,300 lbs. (standard) 4,500 lbs. (optional)
H-style outriggers	
Outrigger (extended)	11 ft. 8 in.
Outrigger (retracted)	8 ft.
Hydraulics	Tandem pump for simultaneous operation of multiple functions
Operator Controls:	
Standup	Individual levers or pilot-operated hydraulic joysticks
Rotating platform	Mechanical joysticks or pilot-operated hydraulic joysticks

RECOMMENDED CHASSIS

*Depends on loader configuration and options selected

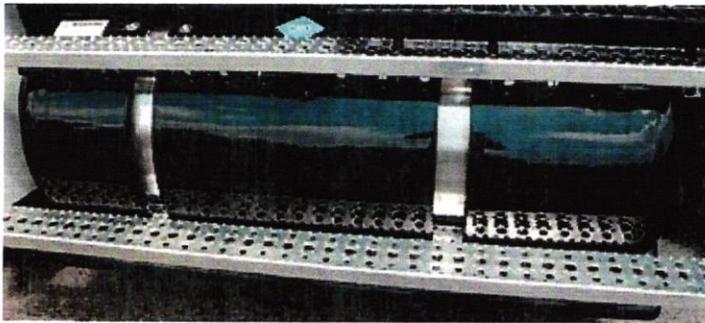
Cab to axle (CA)	See Chassis Requirements
Front axle	12,000 lbs. (minimum) - single rear axle 14,000 lbs. (minimum) - tandem rear axle
Rear axle	21,000 lbs. (minimum) - single rear axle 40,000 lbs. (minimum) - tandem rear axle
GVW	33,000 lbs. (minimum) - single rear axle 54,000 lbs. (minimum) - tandem rear axle
Engine	250 HP (minimum)
Transmission	Automatic or manual
Frame	Minimum 1,500,000 RBM (150,000 PSI material)

BODY

Length	18 / 19 / 20 ft.
Capacity	20 / 24 / 25 / 30 cubic yds.
Tilt	45° +/- 1°
Floor	3/16 in. [1/4 in. optional] 8 in. main sill 4 in. joist with 12 in. spacing
Sides	Side ribs 24 in. spacing
Lighting	L.E.D. Mid-body turn signals (where applicable) Smart light

BUCKET

Width	4 ft.
Fully open	5 ft.



Pac-Mac can accommodate a variety of CNG tank options including saddle tanks below the rail or back of cab, above the rail

FEATURES

- Boom Height Alarm
- All hoses are enclosed within pedestal
- Pilot operated hydraulic joysticks
- H-style outrigger design
- Built-in holding valves for safety
- Smooth pads for minimal street damage
- Twin cylinders provide superior biting force (bucket)
- High strength tempered steel replaceable cutting edges (bucket)
- Anti-scalp design (bucket)
- 360 degree continuous rotation (bucket)
- Easy to use when handling heavy, bulky materials
- Complete discharge due to fully opening, swinging door(s)
- Bumper meets D.O.T. rear impact standards
- Twin telescopic dump cylinders
- 45 degree body tilt for complete cleanout
- Integral holding valves in main and tip boom cylinders for increased safety
- Ductile iron gland/piston, chrome rods, replaceable bronze bushings
- 1 year hydraulic warranty
- 3 year structural warranty
- 3 year warranty on gearbox and slewing ring

OPTIONS

- Hydraulic oil cooler
- Side arm hopper
- Door style options: single, barn, or scow
- Tarp options: spring assist with arm, spring assist armless, electric with arm
- Customer specific light location
- "Outrigger Up" safety feature
- Optional pneumatic air latch for rear door
- Body up alarm
- Nylon bearing outriggers

All design, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for informational purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.



pac-mac



KB-220 SERIES ***HERE COMES THE BOOM***

The KB-220 Series functions in solid waste, tree care, and the forestry industry, with a boom reach of up to 25 feet. This unit comes standard with hydraulic joysticks and a tandem pump for even smoother operation. The KB-220 is quality built with pride. **DO IT RIGHT with Pac-Mac®!**

Sourcewell 

Awarded Contract

Contract #041217-HMC

HGACBuy™
THE SMART PURCHASING SOLUTION

E-PAC-MAC.COM

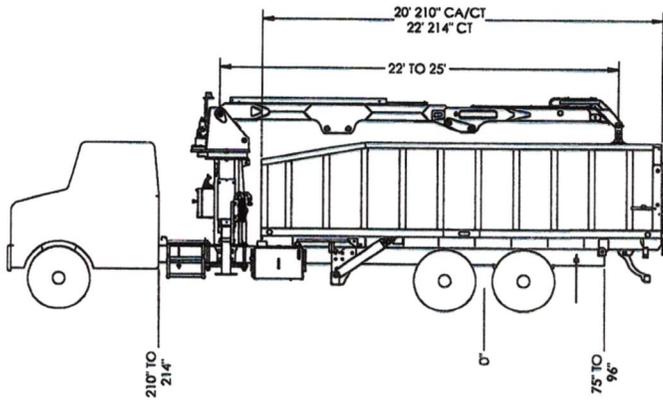
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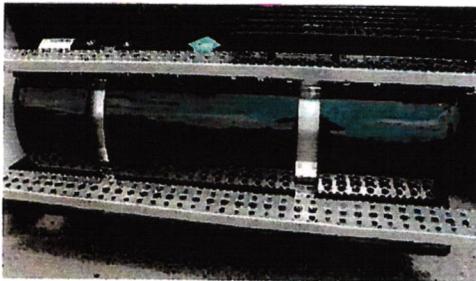
KB-220 SERIES

TECHNICAL DATA AND SPECIFICATIONS

GENERAL SPECIFICATIONS



Height of boom to ground in lowest travel position (based on 42 in. chassis height)	12 ft. 6 in. stand up 13 ft. 1 in. rotating platform
Boom length	20 ft. fixed 22 ft. fixed
Optional boom lengths	23 ft. (20 ft. with 3 ft. extended) 25 ft. (22 ft. with 3 ft. extended)
Boom rotation	270° non-continuous (stand up) 360° continuous (only on crows nest)
Lifting capacity at 22 ft. (with bucket)	Varies with boom length
Hydraulics	Tandem pump for simultaneous operation of multiple functions
Operator Controls:	
Standup	Pilot-operated hydraulic joysticks or mechanical levers
Rotating platform	Mechanical joysticks or pilot-operated hydraulic joysticks



Pac-Mac can accommodate a variety of CNG tank options including below the rail saddle tanks or back of cab, above rail tanks



One-piece door with bucket rests available on certain models

RECOMMENDED CHASSIS

*Depends on loader configuration and options selected

Cab to axle (CA)	See Chassis Requirements
Front axle	16,000 lbs. (minimum)
Rear axle	30,000 lbs. (minimum) - single rear axle 40,000 lbs. (minimum) - tandem rear axle
GVW	46,000 lbs. (minimum) - single rear axle 56,000 lbs. (minimum) - tandem rear axle
Engine	250 HP (minimum)
Transmission	Automatic or manual
Frame	Minimum 1,800,000 RBM (150,000 PSI Material)

FEATURES

- ▶ All hoses are enclosed within pedestal
- ▶ Rotating operator's station
- ▶ Pilot-operated hydraulic joysticks
- ▶ Pilot-operated swing control (only on crows nest)
- ▶ 360-degree continuous boom rotation (only on crows nest)
- ▶ A-style outrigger design
- ▶ Ease of outrigger removal and maintenance
- ▶ Built-in holding valves for safety
- ▶ Smooth pads for minimal street damage
- ▶ Boom up sensor
- ▶ Twin cylinders provide superior biting force (bucket)
- ▶ High strength tempered steel replaceable cutting edges (bucket)
- ▶ Anti-scalp design (bucket)
- ▶ 360-degree continuous rotation (bucket)
- ▶ Integral holding valves in main and tip boom cylinders for increased safety
- ▶ Ductile iron gland/piston, chrome rods, replaceable bronze bushings
- ▶ Bumper meets DOT standards
- ▶ 1-year hydraulic warranty

BODY

Length	18, 20, or 22 ft.
Capacity	24 / 30 / 40 cubic yds.
Tilt	45° +/- 1°
Floor	3/16 in. (1/4 in. optional) 4 in. joist with 12 in. spacing
Sides	Side ribs 24 in. spacing
Lighting	L.E.D. / Mid-body turn signals Strobes in rear corner of post

OPTIONS

- ▶ Hardox body
- ▶ Door style options: single, grapple rest, double, or scow
- ▶ "Outrigger Up" safety feature
- ▶ Tarp options: spring assist with arm, spring assist armless, electric with arm
- ▶ Air latch
- ▶ Mechanical joysticks

BUCKET

Width	4 ft. - (32" wide optional)
Fully open	5 ft.

All design, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.



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EXHIBIT 2 - Pricing Sheet

Please fill out table and questions below

Type of Equipment (Indicate: Front, back, or side loader)	Fuel Type (Indicate: CNG, Diesel, Electric, Gasoline, or Hybrid)	Cubic Yard Size	Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
		Freight	Pac-Mac	\$5,500.00	Net price
RO 60	Diesel	Roll off	Pac-Mac	\$ 66093.00 + options	2% off list price
					Price book 7/11/2023
	Documentation will be provided from Manufacturer			Steel market adjustment	ADD up to 20% to all body/options

Required Questions

PLEASE CHECK YOUR ANSWERS OR FILL IN

- | | |
|--|---|
| 1. Do you allow any trade-ins? | ___x___ YES or ___ ___ NO |
| 2. Do you give any multiple unit discounts? | ___x___ YES or ___ ___ NO |
| 3. What is the multiple unit discount given in? | ___1%___ % OFF |
| 4. How much has to be purchased to get the discount? | ___3+___ QUANTITY PURCHASED |
| 5. How much is the discount? (\$ or %) | ___1%___ |
| 6. OEM Repair Parts discount is? | ___N/A___ % OFF |
| 7. After Market Parts discount is? | ___N/A___ % OFF |



pac-mac

ROLL-OFF HOIST



The Pac-Mac Roll-Off offers superior versatility, maneuverability, and value. Pac-Mac sets the standard in the superior performance-driven fleets in the waste industry.



★★★★★
MADE IN THE USA

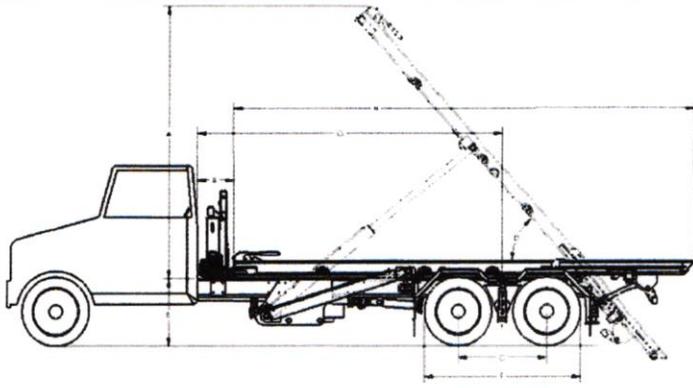
Pac-Mac
160 Commerce Drive
Bay Springs, MS 39422
800-838-3018

CHECK OUT THE REST OF OUR
PRODUCTS AT

WWW.E-PAC-MAC.COM



ROLL-OFF HOIST



Model	A	B	C	D	E	F	G	H
PMRO_801740R	167"	22"	51-55"	49"	43" MAX	96" MAX	186"	281"

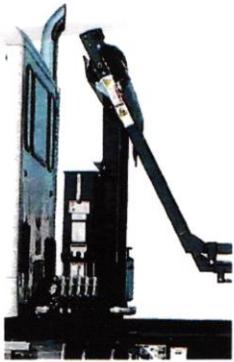
Minimum Chassis Requirements (Tandem Axle)

Axle rating 18,000 front / 44,000 rear

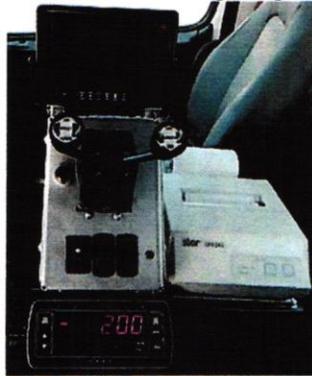
The chart below is an example of how to calculate the chassis section modulus (RBM/PSI-SM). Regardless of the frame YIELD and RBM, the min. SM must be 17.5 in3 or more per each frame rail.

Frame Channel Height	RBM	Yield (PSI)	RBM/PSI-SM in3
10" or more (single wall)	2,400,000 - 4,000,000	120,000 psi	20 in3 - 33.3 in3
10" or more (double wall)	2,000,000 - 4,000,000	100,000 psi	20 in3 - 40 in3

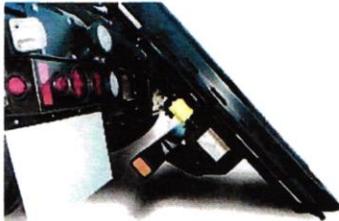
Note: The single walled 12K psi with RBM less than 2,400,000 would not be acceptable because its SM would fall below the 20 in3 minimum specification (2,300,000/120,000=19.17 in3). For frames less than 10", consult engineering.



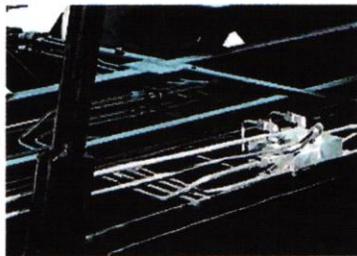
*Patent Pending Bolt-on integrated hydraulic valve, tank, and tarper base.



*Patent Pending ergonomic control console that includes: rear camera monitor, hoist controls, work lights switch, PTO switch, and optional on-board scale digital read out and printer.



Mechanical forward folding ICC Bumper:
(Can be pinned up for trailering)



*Patent pending hydraulic fluid line for tarper system.

TECHNICAL DATA AND SPECIFICATIONS

General Features

- 80,000 lbs or 75,000 lbs capacity
- For outside rail containers up to 22' long x 8' tall
- Automatic roller lock
- Hydraulic tank located back of cab for improved cooling, improved supply to pump, and stays cleaner.
- Spin-on oil filter, spin-on breather, and sight glass with temperature gauge.
- Hydraulic pressure gauge
- Sectional manual control valve outside of cab.
- Hol-Mac reverse-mounted 6" lift cylinders. 7" reeving cylinders- Made In USA
- Sleeved hoses to protect the hoses.
- Hoist controls inside the cab on a swing-away control tower. *Patent Pending
- Rigid rear container hold downs.
- Sliding rear strap winch hold downs.
- Steel line plumbing reduces rubber hoses to a minimum. *Patent Pending
- 10" cable sheaves with 2-1/2" pins.
- 4" diameter double-shear heavy duty side rollers with replaceable pins.
- Auto forward-folding mechanical ICC Bumper. Stowable for trailering.
- Pintle-ready hitch rear attachment point.
- Dual safety props for maintenance.
- Dual tone back-up alarm and hoist up alarm with signal light in cab.
- DOT approved recessed LED lighting and reflectors.
- Mid-body LED turn signals.
- High-mounted license plate bracket.
- Heavy duty cable end storage.
- Bolt-on replaceable steel fenders and tarper system. *Patent Pending
- Replaceable bolt-on 8" wide x 1/2" thick rear sheave guards.
- 49-degree tilt angle.
- Mud flaps front and rear.
- All lube fittings are accessible from ground level.
- Wiring runs through a full-length steel conduit.
- Rear camera guard.

Options

- Integrated arm-type tarper.
- Fold-down auxiliary front stops for short containers.
- Two work lights mounted on rear light boxes.
- Steel toolbox 18" x 18" x 48" left, right, or both.
- Bolt-on On-board Scale kit. No modifications required.
- Rear camera.
- On-board scale system printer.

All design, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for informational purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.



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Section Ten: Value-Added Products and/or Services

See attached information:

Pac Mac Training and Construction Information



In-person training for new units is standard when purchasing a Pac-Mac product. Pac-Mac provides training manuals with all Pac-Mac manufactured products. Parts and Service Manuals and Operator's Manuals are provided with each unit at time of delivery. Pac-Mac also offers in-factory operator and service training upon request at no cost.

Pac-Mac utilizes and follows standards set forth by the American National Standards Institute (ANSI), Department of Transportation (DOT), and Federal Motor Vehicle Safety Standards (FMVSS) throughout the design and manufacturing processes of all Pac-Mac products. Additionally, the Pac-Mac product design team uses the SolidWorks Professional platform to conduct finite element analysis (FEA) and Design Failure Mode Effects Analysis (DFMEA) on all product designs. FEA enables the estimation and prediction of how the system will behave under various conditions such as mechanical stress, heat transfer, fluid flow, or electromagnetic field, while DFMEA is a systematic approach to proactively identify and mitigate potential failures and their effects. These processes allow the engineering team to anticipate and address potential design or safety flaws before they occur during the manufacturing or operational stages. A Product Safety Analysis Process is conducted to assess the probability and severity of potential hazards. This allows the design team to assign a risk level and implement safeguards to reduce or eliminate these potential exposures.

Physical and operational testing procedures on all Pac-Mac products are conducted as an ongoing quality and safety practice focused on continued improvement of product development.

Pac-Mac thrives on the principles of simplicity and serviceability. By embracing simplicity, our Engineers create innovative and robust solutions that are easy to understand, implement, and maintain. Moreover, the emphasis of serviceability allows for the products to be easily serviced and supported to ensure that functionality can be promptly restored when needed, therefore minimizing downtime.

All Pac-Mac products are engineered with simplified ergonomically friendly controls, decals to demonstrate proper functionality and operation, and to be compatible with all industry add-on options focused on simple operation and ergonomics. Additionally, optional in-cab tailgate and ejector controls are available to advance simplicity and safety while operating in the landfill. Pac-Mac also offers the "no climb design" for ground level serviceability to promote simplicity and safety.

In addition to the previously mentioned available training, every Pac-Mac product comes standard with Operator and Maintenance Manuals. The Operator Manual includes detailed explanations of the equipment's features, controls, and functions, and provides systematic instructions on how to set up and operate the



equipment. The primary goal of the operator's manual is to ensure that operators have the necessary knowledge and understanding to operate the equipment correctly, minimizing the risk of accidents or damage and ensuring a smooth and productive experience. The Maintenance Manual contains step-by-step instructions, often accompanied by diagrams and illustrations, to assist technicians in understanding and executing the required maintenance procedures correctly. The primary goal of the Maintenance Manual is to ensure that the equipment remains in optimal working condition, minimizing the risk of breakdowns and extending its operational lifespan.

All Pac-Mac products are designed and manufactured utilizing and following the standards set forth by the American National Standards Institute (ANSI), the Department of Transportation (DOT), and the Federal Motor Vehicles Safety Standards (FMVSS) and include emergency stops (E-STOPS) and driver alerts at all operator positions.

- *No Climb Designs - provide ground level serviceability eliminating the safety risks associated with climbing onto the products for general maintenance procedures.*
- *Operator Presence Switches on all joystick controls – minimizes the risk of accidental system engagement.*
- *Enhanced IQAN Operating System Safety Features for continuous system status awareness*
- *Inner-Body Blade Safety Props – minimizes the risk of injury from accidental blade engagement during maintenance procedures.*
- *Pedestrian Proximity Sensors and Camera System – provides 360-degree visibility and pedestrian or foreign object detection during operation.*
- *Hammerhead Armor XD front bumpers*

Safety, Serviceability, and Innovation are three mainstays for Pac-Mac's Research and Development teams. We are constantly creating and implementing new ideas, products, services, and processes that bring about positive change to the industry. In addition to leveraging hardox steel in key areas and embracing alternative fuel chassis, some of Pac-Mac's recent advancements include:

- *The placement of operator presence switches on all joystick controls to minimize the risk of accidental system engagement.*
- *The engineering of enhanced features into our IQAN Operating System for continuous system status awareness.*
- *The placement of illuminated proximity switches to aid in system troubleshooting.*
- *The implementation of pedestrian proximity sensors and camera systems to provide 360-degree visibility and pedestrian or foreign object detection during operation.*



- *“No Climb” designs that allow for routine service of the product to be conducted from the ground level.*

Hol-Mac Corporation embraces environmentally responsible manufacturing practices to reduce our overall ecological footprint, contribute to sustainable development, and strive to meet the growing demand for environmentally friendly products. The following is a list of areas where the practices that are being implemented:

- *Resource Efficiency by optimizing the use of energy, water, and raw materials to reduce waste and minimize environmental impact.*
- *Pollution Prevention by implementing technologies and practices to minimize or eliminate pollutants generated during the manufacturing process, such as air emissions, water pollution, and hazardous waste.*
- *Recycling and Waste Management by promoting the recycling and reuse of materials through our lean manufacturing processes in order to minimize the amount of waste sent to landfills and exploring innovative waste management strategies.*
- *Product Design by emphasizing sustainable product design principles and developing products with a longer lifespan.*
- *Supply Chain Management by working with suppliers to ensure they also adhere to environmentally responsible practices.*

Although Hol-Mac Corporation has not sought any third party ratings or certifications, we do embrace environmentally responsible manufacturing practices to reduce our ecological footprint, contribute to sustainable development, and strive to meet the growing demand for environmentally friendly products. As mentioned in an earlier section, these environmentally responsible manufacturing practices include the following: 1.) Resource Efficiency by optimizing the use of energy, water, and raw materials to reduce waste and minimize environmental impact, 2.) Pollution Prevention by implementing technologies and practices to minimize or eliminate pollutants generated during the manufacturing process, such as air emissions, water pollution, and hazardous waste, 3.) Recycling and Waste Management by promoting the recycling and reuse of materials through our lean manufacturing processes in order to minimize the amount of waste sent to landfills and exploring innovative waste management strategies, 4.) Product Design by emphasizing sustainable product design principles and developing products with a longer lifespan, and 5.) Supply Chain Management by working with suppliers to ensure they also adhere to environmentally responsible practices.



Hol-Mac Corporation specializes in world-class steel fabrications and manufacturing for some of the world's largest Original Equipment Manufacturers, as well as our own Premier Proprietary Brand product lines. During the Covid 19 pandemic when much of the industry was experiencing extreme lead times and factory shut downs, Hol-Mac was able to increase production capacity and expand facilities due to inventory and supply chain management initiatives to include an expanded chassis inventory.

Hol-Mac's OEM capabilities allow Pac-Mac to be vertically integrated with all metal fabrication, hydraulic cylinder manufacturing, wiring harness manufacturing, and hydraulic tank manufacturing being completed in-house by our sister companies.

With unparalleled quality, Pac-Mac offers the most robust product line in the industry with multiple customer selectable options and the industry's most favorable lead times. Pac-Mac's broad selection of both CDL and UNDER-CDL Models are accompanied by the longest warranty in the industry and reliable service after the sale to give our customers confidence in this crucial aspect of purchasing a product.



Section Thirteen: Additional Company Information

Please see attached:

Manufacturer Authorized Distributor letter

Manufacturer Authorized Dealers

Manufacturer Warranty Letter

Manufacturer Authorized Warranty Work Locations

Salesman New and Used Dealer Commission Licenses

Oklahoma Motor Vehicle Commission Licenses

Oklahoma Tax Commission Sales Tax Permit
Oklahoma City and Tulsa Oklahoma

Certificate of Good Standing



pac-mac

160 COMMERCE DRIVE • BAY SPRINGS, MS • 39412

July 11, 2023

To whom it may concern,

Please accept this letter as confirmation that United Engines, LLC of Oklahoma is a duly authorized Pac-Mac Dealer authorized to sell all Pac-Mac products, including parts, and is authorized to perform all service and warranty work on all Pac-Mac products in the state of Oklahoma.

If you have any questions, or need additional information, you can contact me via email or phone.

Respectfully,

Mark Dyess
Pac-Mac Sales Manager
Cell: 601.670.3290
Office: 601.764.4121, ext. 3358



HOL-MAC CORPORATION WARRANTY POLICY

Hol-Mac Corp. (Pac-Mac ®) warrants each Hol-Mac product it manufactures and each new part and component sold by Hol-Mac to be free of defects in material and workmanship, provided the parts and components are operated and maintained in accordance with Hol-Mac published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

Warrantor: This warranty is granted by Hol-Mac Corporation, P.O. Box 349, Bay Springs, Mississippi 39422. All warranty work must be accomplished by Hol-Mac at its factory in Bay Springs, Mississippi, or by such other facility specifically authorized by Hol-Mac. All warranty work performed by a facility other than Hol-Mac must be approved by Hol-Mac in writing prior to commencement of said work.

Duration of Warranty: The time periods applicable to the warranty of the specified component parts of the Hol-Mac products are as follows:

Major Structural Component Parts – 1 year
Non-Hydraulic Replacement Parts – 1 year

Exclusion and Disclaimers: This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the published operating and maintenance instructions furnished by Hol-Mac, unreasonable use, accidents, alterations or wear and tear. Hol-Mac also reserves the right to make changes in the design or material of its products without incurring obligation to incorporate such changes in any product previously manufactured.

Procedure for Obtaining Performance Under this Warranty: In order to qualify under this warranty, the owner must notify Hol-Mac within (45) days of discovery of the defect and promptly deliver the entire product or defective part to Hol-Mac at its factory in Bay Springs, MS, or if requested by Hol-Mac to such other authorized facility designated by Hol-Mac. Upon receipt of such product, part or component, if it is found not to be defective in material or workmanship, Hol-Mac shall notify the owner of such fact and request instructions for the return of such product, part or component to the owner. All costs of transporting Hol-Mac products to and from the Hol-Mac factory, or such other authorized facility designated by Hol-Mac, shall be paid by the owner.

[NO OTHER WARRANTY, WHETHER OF FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS GIVEN BY HOL-MAC WITH RESPECT TO ANY NEW PRODUCT, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY HOL-MAC BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY PRODUCT, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

EXECUTABLE Contract SW0106UE

Final Audit Report

2023-09-27

Created:	2023-09-27
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAakh53PbhFEukwyu_HDSLyUUIDya55a_iN

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