

The City of Muskogee encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CFR/36).

(Public Comment during Public Hearing or Agenda item comment)

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to (3) minutes. Any person desiring to address the Committee during such period is required to sign in with the City Clerk prior to the Committee meeting between 5:00 p.m. and 5:15 p.m. on the third floor of City Hall or any time between 8:00 a.m. and 5:00 p.m. in the Office of the City Clerk. They shall provide their name and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted, twelve (12) copies should be made available, and may not be returned.

AGENDA
FINANCE COMMITTEE
JULY 14, 2025

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item.

When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body.

Under certain circumstances, items are deferred to a specific date or stricken from the agenda entirely.

REGULAR SESSION - 5:30 P.M., 3RD FLOOR, COUNCIL CHAMBERS, MUNICIPAL BUILDING, 229 W. OKMULGEE, MUSKOGEE, OKLAHOMA

INVOCATION - DEPUTY MAYOR DERRICK A. REED

FLAG SALUTES - DEPUTY MAYOR DERRICK A. REED

1. Consider approval of Finance Committee minutes of June 9, 2025, or take other necessary action.
2. Consider approval of claims for all City departments May 31, 2025 through July 4, 2025, or take other necessary action.
3. Consider approval of Resolution No. 3035 declaring items of personal property presently in the possession of the City of Muskogee, to be surplus to the needs of the City of Muskogee, and authorize the City Manager, or his designee, to offer for sale or dispose of the same, all as per attached list, or take other necessary action. (Kendal Francis)

4. Consider approval to authorize the City Manager to execute an Engagement Letter with Crawford and Associates, Certified Public Accountants, to perform audit preparation and produce financial statements for the FY2025 audit, or take other necessary action. (Dennis Read)
5. Consider approval of final payment to RJR Enterprises, Inc., in the amount of \$26,377.88, for the Langston Park Splash Pad, Project No. 2023029, or take other necessary action. (Mark Wilkerson)
6. Consider approval of the lowest and best bid in the amount of \$58,515.41, from Ellsworth Pavement Maintenance (EPM), for the Hatbox VA Parking Lot Improvements, Project No. 2025009, or take other necessary action. (Mark Wilkerson)
7. Consider approval of the lowest and best bid in the amount of \$1,600,000.00, from Cook Consulting, LLC, for the ARPA Water Treatment Plant Improvements, Project No. 2025010, or take other necessary action. (Mike Stewart)
8. Consider approval of the purchase of one (1) Kubota MX5400HST 4WD Tractor and accessories from Kubota/Stewart Martin, in the total amount of \$52,764.58, per State Contract SW0196NE, or take other necessary action. (Mike Stewart)
9. Consider approval of the lowest and best bid in the amount of \$675,881.00, from Beyteco, Inc., for the Keetowah Lift Station No.16, Project No. 2025003, or take other necessary action. (Mike Stewart)
10. Consider approval of Sourcewell pricing from Stewart Martin Equipment in the amount of \$127,388.64, for the purchase of one (1) Kubota KX057-5R3AP Mini-Excavator with attachments, for use in the Street Division in Public Works, or take other necessary action. (Mike Stewart)
11. Consider approval of Sourcewell pricing from River City Hydraulics, of Sherwood, Arkansas, for the purchase of two (2) 2026 PowerTrak 1000 Rear Loaders, in the amount of \$221,662.21 each, for a total of \$443,324.42, for use in the Solid Waste Division, or take other necessary action. (Mike Stewart)

ADJOURN

Finance Committee**1.**

Meeting Date: 07/14/2025
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of Finance Committee minutes of June 9, 2025, or take other necessary action.

BACKGROUND:**RECOMMENDED ACTION:**

Fiscal Impact**Attachments**

06092025 finmin

MINUTES

OF THE FINANCE COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
JUNE 9, 2025

The Finance Committee of the City of Muskogee, Oklahoma, met in Regular Session at 5:30 p.m. on June 9, 2025, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

Present: Mayor Patrick Cale; Chair Derrick Reed; Vice Chair Jaime Stout; Committee Member Tracy Hoos; Committee Member Shirley Hilton-Flanary; Committee Member Melody Cranford; Committee Member Dan Hall; Committee Member Tom Martindale; Committee Member Mike Brawley

Staff Present: Kendal Francis, City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Mike Stewart, Public Works Director; Avery Rigney, Assistant Public Works Director; Sarah Winkle, Acting City Planner; Johnny Teehee, Police Chief; Tera Shows, Economic Development Manager; Justin O'Neal, Asst. Parks Director for Expo and Civic Center; Dennis Read, City Treasurer; Jeff Reeves, Project Manager

1. Consider approval of Finance Committee minutes of May 12, 2025, or take other necessary action.

Motion was made by Committee Member Tracy Hoos, seconded by Committee Member Dan Hall to approve Finance Committee minutes of May 12, 2025.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

2. Consider approval of claims for all City departments May 3, 2025 through May 30, 2025, or take other necessary action.

Motion was made by Vice Chair Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve claims for all City departments May 3, 2025 through May 30, 2025.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout,
Committee Member Tracy Hoos, Committee Member Shirley
Hilton-Flanary, Committee Member Melody Cranford, Committee Member
Dan Hall, Committee Member Tom Martindale, Committee Member Mike
Brawley

Carried - Unanimously

3. (No Action) Hold a Public Hearing to discuss the City of Muskogee Budget for FY2025-2026, and take other necessary action. (Dennis Read)

****Note:** A complete copy of the FY2025-2026 Budget can be found on the City of Muskogee Website.

Chair Derrick Reed opened the Public Hearing.

City Treasurer Dennis Read presented the FY2025-2026 Budget with a PowerPoint Presentation.

Chair Derrick Reed closed the Public Hearing.

4. Consider approval to accept the recommended bids for Water Treatment Plant Chemicals for water treatment as follows: 1) Chlorine at \$1.258 per pound to Brenntag Southwest; 2) Fluorosilicic Acid at \$0.262 per pound to Pencco, Inc.; 3) Poly-phosphate at \$0.61 per pound to Hawkins, Inc.; 4) Aluminum/polymer liquid blend coagulant at \$0.4334 to Brenntag Southwest; 5) Sodium Chlorite solution at \$0.655 per pound to International Dioxide, Inc.; 6) Ferric Chloride at \$0.2435 per pound to Brenntag Southwest; and 7) Copper Sulfate at \$0.64 per pound to Brenntag Southwest, or take other necessary action. (Mike Stewart)

Public Works Director Mike Stewart stated there had been a change to bid 4 (four): Aluminum/polymer liquid blend coagulant at \$0.455 per pound to Water Tech Inc. per staff recommendation. Mr. Stewart explained these bids were approved by the Purchasing Committee on 6/9/2025 with the change.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Mayor Patrick Cale to accept the recommended bids as amended for Water Treatment Plant Chemicals for water treatment as follows: 1) Chlorine at \$1.258 per pound to Brenntag Southwest; 2) Fluorosilicic Acid at \$0.262 per pound to Pencco, Inc.; 3) Poly-phosphate at \$0.61 per pound to Hawkins, Inc.; 4) Aluminum/polymer liquid blend coagulant at \$0.455 per pound to Water Tech Inc.; 5) Sodium Chlorite solution at \$0.655 per pound to International Dioxide, Inc.; 6) Ferric Chloride at \$0.2435 per pound to Brenntag Southwest; and 7) Copper Sulfate at \$0.64 per pound to Brenntag Southwest.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout,
Committee Member Tracy Hoos, Committee Member Shirley
Hilton-Flanary, Committee Member Melody Cranford, Committee Member
Dan Hall, Committee Member Tom Martindale, Committee Member Mike
Brawley

Carried - Unanimously

5. Consider approval of the lowest and/or best bids for Road Materials from Glover & Associates, Inc., Cooks Consulting, LLC, and APAC Central dba Arkhola, for fiscal year 2025-2026, or take other necessary action. (Mike Stewart)

Motion was made by Committee Member Tracy Hoos, seconded by Committee Member Tom Martindale to approve of the lowest and/or best bids for Road Materials from Glover & Associates, Inc., Cooks Consulting, LLC, and APAC Central dba Arkhola, for fiscal year 2025-2026.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Tom Martindale, Committee Member Mike Brawley

NAY: Committee Member Dan Hall

Carried

6. Consider approval of the lowest and/or best bid from Muskogee Redi Mix for concrete materials for City repair and maintenance projects, or take other necessary action. (Mike Stewart)

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Mike Brawley to approve the lowest and/or best bid from Muskogee Redi Mix for concrete materials for City repair and maintenance projects.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

7. Consider approval of a Master Sales and License Agreement with Routeware, Inc., in an amount not to exceed \$76,115.84, and authorize the City Manager to negotiate and execute the same, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this software has been instrumental in streamlining operations, and Staff would like to upgrade to the Optimize feature. Mr. Rigney stated it should improve efficiency.

Motion was made by Committee Member Tracy Hoos, seconded by Committee Member Tom Martindale to approve a Master Sales and License Agreement with Routeware, Inc., in an amount not to exceed \$76,115.84, and authorize the City Manager to negotiate and execute the same.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

8. Consider approval to authorize the City Manager to execute a renewal agreement with Great Plains Consulting, LLC, to provide project construction inspection services on various OWRB and Capital Improvement Projects as required by the loan agreement, or take other necessary action. (Mike Stewart)

Public Works Director Mike Stewart stated the renewal went up to \$13,670.00 per month, which is paid for by grants from OWRB and Public Works funds.

Motion was made by Vice Chair Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve to authorize the City Manager to execute a renewal agreement with Great Plains Consulting, LLC, to provide project construction inspection services on various OWRB and Capital Improvement Projects as required by the loan agreement.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

9. Consider approval of final payment to Ascend Commercial Builders, in the amount of \$20,000.00, for Grandview Park, Project No. 2023010, or take other necessary action. (Mark Wilkerson)

Project Manager Jeff Reeves stated this \$1.5 million project came in \$65,000.00 under budget and meets and exceeds all requirements. Staff recommended approval.

Committee Member Jaime Stout asked if the parking lot was already included in this final payment.

Mr. Reeves stated he would have to defer to Mr. Mark Wilkerson, but he believed the parking lot to be more extensive than originally planned.

Motion was made by Committee Member Dan Hall, seconded by Vice Chair Jaime Stout to approve of final payment to Ascend Commercial Builders, in the amount of \$20,000.00, for Grandview Park, Project No. 2023010.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout,
Committee Member Tracy Hoos, Committee Member Shirley
Hilton-Flanary, Committee Member Melody Cranford, Committee Member
Dan Hall, Committee Member Tom Martindale, Committee Member Mike
Brawley

Carried - Unanimously

10. Consider approval to purchase one (1) New Caterpillar Model 260 C3H2 Skid Steer Loader/Compact Track Loader with all standard equipment, in the amount of \$74,031.00, for the Hatbox Event Park, or take other necessary action. (Mark Wilkerson)

Motion was made by Committee Member Dan Hall, seconded by Committee Member Shirley Hilton-Flanary to approve to purchase one (1) New Caterpillar Model 260 C3H2 Skid Steer Loader/Compact Track Loader with all standard equipment, in the amount of \$74,031.00, for the Hatbox Event Park.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout,
Committee Member Tracy Hoos, Committee Member Shirley
Hilton-Flanary, Committee Member Melody Cranford, Committee Member
Dan Hall, Committee Member Tom Martindale, Committee Member Mike
Brawley

Carried - Unanimously

There being no further business, the meeting was adjourned.

CHAIR DERRICK A. REED
FINANCE COMMITTEE

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Finance Committee**2.**

Meeting Date: 07/14/2025
Submitted For: Dennis Read, Finance
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of claims for all City departments May 31, 2025 through July 4, 2025, or take other necessary action.

BACKGROUND:

Claims for all City departments.

RECOMMENDED ACTION:

Approve claims May 31, 2025 through July 4, 2025.

Fiscal Impact**Attachments**

Purchasing Claims 7/14/2025

CITY OF MUSKOGEE CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
250699	ROBIN MCCAIG	260.60	travel/education
250700	SHELLY PATTERSON	94.00	travel/education
250701	OKLAHOMA TURNPIKE AUTHORITY (O	18.93	tolls
250702	OTA/PIKE PASS	160.00	tolls
250703	BLUECROSS/BLUE SHIELD OF OK	157,364.97	insurance
250704	BLUECROSS/BLUE SHIELD OF OK	52,223.57	insurance
250705	B&H PROPERTIES & LAND, LLC	33.32	utility refund
250706	BIRD, DOUGLAS B	30.11	utility refund
250707	CALAVAN, NORMA RUTH	58.60	utility refund
250708	DISMANG, CHAD COLEMAN	26.33	utility refund
250709	ELLER, JAMES R	100.00	utility refund
250710	GIOFFREDI, RICHARD & DELORES	1.98	utility refund
250711	GRAND PROPERTIES & INVS LLC	16.66	utility refund
250712	HUNDLEY, MICHAEL C	11.06	utility refund
250713	JACKSON, RICKIE REED	31.13	utility refund
250714	JIMENEZ MARTINEZ, GREGORIO	40.67	utility refund
250715	LANTROOP, ROY D	21.76	utility refund
250717	MENDOZA, MARILOU	39.95	utility refund
250718	O'NEAL, WILLIAM D JR	11.49	utility refund
250719	READY MORTGAGE	37.05	utility refund
250720	SHINN, PHILLIP	21.00	utility refund
250721	YOUNG, FRANK J	55.76	utility refund
250722	ACCURATE LABS & TRAINING CENTE	1,560.00	water testing/lab
250723	ACTION GROUP STAFFING	7,948.07	temp employees
250724	APAC CENTRAL INC	1,058.40	contract services
250725	BEN E. KEITH	4,463.45	concessions
250726	VIDA BERRY	458.33	sf instructor
250727	LOGAN BETHEL	270.00	umpire
250728	BLESSED GROUND MAINTENANCE	175.00	lawncare contractor
250729	BRENNTAG SOUTHWEST INC	35,880.70	chemical contractor
250730	BROCK SUPPLY CO	70.49	fleet misc
250731	BURTON POOLS AND SPAS, LLC	14,183.28	Parks pool chemicals
250732	CAGLE'S FLOWERS & GIFTS	65.00	misc
250733	CARE AROUND THE CLOCK INC	7,223.08	medical services
250734	CHRIS CUMMINGS	160.72	travel/education
250735	CINCINNATI RADIATOR SERVICE IN	100.00	fleet misc
250736	CINTAS CORPORATION #2	1,892.02	uniforms/janitorial
250737	CLEET	6,156.41	monthly cleet
250738	CONNECT DME, LLC	638.95	medical supplies
250739	ZANE CORY	315.00	umpire
250740	COWAN GROUP ENGINEERING LLC	29,060.00	projects contractor
250741	CRAWFORD & ASSOCIATES, P.C.	860.00	audit services
250742	CREATIVE APPAREL & MORE	60.00	misc
250743	CROWDER AUTO GLASS	320.00	misc
250744	DAVID'S DISCOUNT TIRES INC	81.90	fleet misc
250745	DEPARTMENT OF ENVIRONMENTAL QU	62.00	misc dues/licenses
250746	KENYONNE DERRICK	420.00	teen center fitness
250747	DANIELLE DEZSO-JONES	190.00	teen center art class
250748	DIRECTV LLC	117.23	airport communications

250749 DOBSON FIBER	8,238.43	communications
250750 MERCURY PRESS PLUS	119.19	misc
250751 DUB ROSS COMPANY	17,043.12	Publicworks pipe/couplers
250752 JERRY EATON SCOTT	420.00	teen center tutoring
250755 EXPRESS EMPLOYMENT PROFESSIONA	13,333.87	temp employees
250756 FASTENAL COMPANY	1,041.85	misc supplies
250757 AVERY LAWN CARE	710.00	lawncare contractor
250758 FITNESS ON DEMAND LLC	229.00	swim&fit misc
250759 FROST OIL CO., LLC	399.45	fuel
250760 GRAINGER	426.83	parts/supplies/janitorial
250761 GREAT PLAINS CONSULTING	4,320.00	projects contractor
250762 HARRISON TIRE & SUPPLY	630.00	fleet misc
250763 SHIRLEY HILTON-FLANARY	75.00	allowance
250764 HOLT TRUCK CENTERS OF OKLAHOMA	77.19	fleet misc
250765 HOMELAND STORES INC	67.56	misc
250766 TRACY ALAN HOOS II	75.00	allowance
250767 J & R EQUIPMENT	3,588.07	Publicworks misc
250768 LORI JEFFERSON	760.00	teen center tutoring
250769 JOHNSON'S SERVICE COMPANY	1,455.25	misc
250770 TRAINING KAMP, LLC	270.00	teen center fitness
250771 KEVIN KIMBLE	500.00	event performer
250772 KYLE EDWARDS BUICK GMC INC	200.06	fleet
250773 DEWEY LAWSON WAYNE	270.00	umpire
250774 THE LIFEGUARD STORE	112.00	Parks misc
250775 LOCKE SUPPLY CO	365.64	misc supplies/parts
250776 LOVE BOTTLING CO - #170700	60.80	misc
250777 LOVE BOTTLING CO - #237600	532.40	misc
250778 LOVE BOTTLING CO - #515580	24.00	misc
250779 LOVE BOTTLING CO - #9280878	130.00	misc
250780 LOWES	2,251.26	misc supplies/parts
250781 MARIO'S QUALITY OVERHEAD DOORS	300.00	door repairs
250782 MARVIN'S MOWERS AND OUTDOOR LL	70.21	misc parts
250783 RODNEY L. MATHEWS	300.00	umpire
250784 MMSGGS	288.59	Fire msic
250785 MORGAN SERVICES COMPANY LLC	50.00	tow services
250786 DUAN MORRIS	350.00	movie night contractor
250787 MUNICIPALH2O.COM	500.00	misc
250788 KELLY MURRY	150.00	airport janitorial services
250789 MUSKOGEE COUNTY CLERK	198.00	filing fees
250790 MUSKOGEE COUNTY TRANSIT AUTHOR	26,543.02	City transportation services
250791 MUSKOGEE LOCK & KEY	35.64	misc
250792 MUSKOGEE REDI-MIX LLC	880.00	concrete contractor
250793 MUSKOGEE TOURISM AUTHORITY	122,195.54	Hotel/Motel submission
250794 NEWTON, BRYCE DBA	1,155.00	portable septic services
250795 OFFICE DEPOT	141.84	office supplies
250796 OKLAHOMA CORRECTIONAL INDUSTRI	50,938.00	Parks sheep&hog pens
250797 OKLAHOMA EQUIPMENT SOLUTIONS	1,033.44	fleet truck parts
250798 OKLAHOMA NATURAL GAS	1,349.66	city utility
250799 OKLAHOMA TURNPIKE AUTHORITY (O	45.60	tolls
250800 OLSSON ASSOCIATES	10,600.00	projects engineer service
250801 ONE SOURCE WATER LLC	191.16	misc

250802	OPTIMUM BUSINESS	34.00	misc
250803	OREILLY AUTO PARTS	4,603.90	fleet parts
250804	OSBI	6,141.78	monthly fees
250805	OSBI	5,891.37	monthly fees
250806	P & K EQUIPMENT	5,389.74	fleet parts
250807	PATE INDUSTRIAL SUPPLY INC	358.80	misc
250808	PAYNE MEDIA GROUP LLC	1,050.00	misc
250809	PITNEY BOWES INC	2,401.87	postage
250810	ADAM M. POTTS DBA LAWNSTARS	700.00	lawncare contractor
250811	POWER PLAY LLC	1,085.90	Robison Park splashpad equipmet
250812	PREMIER TRUCK GROUP	206.59	fleet misc/parts
250813	DERRICK REED	184.99	allowance
250814	ROYAL SIGN AND GRAPHIC INC	937.50	misc
250815	SADLER PAPER COMPANY	908.26	janitorial/misc supplies
250816	JENNIFER SARGENT	240.00	teen center tutoring
250817	SBA 2012 TC ASSETS	607.75	misc
250818	SHANE COLE PHILLIPS	1,000.00	event performer
250819	ELI SINGLETON	315.00	umpire
250820	SMITH FARM & GARDEN (TULSA)	126.66	Parks misc
250821	STANDARD INSURANCE COMPANY	19,959.69	insurance
250822	STIGLER MILLING COMPANY, LLC	131.00	misc
250823	SUDDENLINK	660.00	misc
250824	SUPERIOR LINEN SERVICE INC	226.33	towels/mats services
250825	T-MOBILE USA INC.	3,316.35	City mobile phones/data
250826	TECHNICAL PROGRAMMING SERVICES	6,250.77	bill notices
250827	THYSSENKRUPP ELEVATOR CORP	572.84	elevator service
250828	TLS GROUP, INC	1,852.50	signal maintenance
250829	TRANSUNION RISK & ALTERNATIVE	165.00	misc
250830	UNIFIRST FIRST AID CORP	69.39	fleet misc
250831	UNIFIRST HOLDINGS LP	976.19	uniforms
250832	UTILITY SUPPLY CO	4,574.15	Publicworks piping supplies
250833	UTILITY TECHNOLOGY SERVICES IN	3,210.00	meter software
250834	WASTE MANAGEMENT OF OKLAHOMA I	85.45	landfill
250835	CINDY WAYMAN	2,088.00	sf instructor
250836	XEROX CORPORATION	3,840.00	office printers contract
250837	YORK & MAIN EQUITY GROUP INC	11,500.00	sewer repair
250838	BLUECROSS/BLUE SHIELD OF OK	65,966.70	insurance
250839	PROUD SOULS ENTERTAINMENT LLC	15,000.00	event performer
250840	UNDERGROUND SOUND, LLC	15,000.00	event performer
250849	BANK OF AMERICA	55,383.00	employee purchasing cards
250857	BANK OF AMERICA	45,706.84	employee purchasing cards
250864	BANK OF AMERICA	37,639.72	employee purchasing cards
250874	BANK OF AMERICA	51,266.92	employee purchasing cards
250875	ADAMS, MESA B	40.80	utility refund
250876	BRANDT, BETH A	17.38	utility refund
250877	CALDERWOOD, CARRIE A	16.66	utility refund
250878	CARRIER, SUMMER S	13.17	utility refund
250879	CLARK, A B	10.00	utility refund
250880	COWLAND PROPERTIES, LLC	16.66	utility refund
250881	CROSBY, CINDY	16.79	utility refund
250882	DUROSSETTE, DYLAN	0.20	utility refund

250883 GUNN, ROBERT	11.63	utility refund
250884 HUDSON HOMES MANAGEMENT, LLC	6.18	utility refund
250885 LIN, JIE	6.66	utility refund
250886 MAXWELL, ERIC JUSTIN	29.39	utility refund
250887 MCOIL SERVICE CO INC	8.24	utility refund
250888 MID CONTINENT CONSTRUCTION	20.56	utility refund
250889 MID CONTINENT CONSTRUCTION	100.00	utility refund
250890 MUSKOGEE APARTMENTS 4 LLC	38.36	utility refund
250891 MUSKOGEE APARTMENTS 4 LLC	28.36	utility refund
250892 PECH OLAN, ASUNCION	26.04	utility refund
250893 PRICE, JOAN J	22.30	utility refund
250894 SCHORNICK, RONALD K	33.00	utility refund
250895 STANER, MELANIE A	6.31	utility refund
250896 SULLIVAN PROPERTIES	90.00	utility refund
250897 TOTAL MANAGEMENT, LLC	4.91	utility refund
250898 WILDCAT, ANTHONY L JR.	24.01	utility refund
250899 WILLIAMS, AMIE DAWN	28.71	utility refund
250900 XIONG, TONY	100.00	utility refund
250901 1776 FEST	2,357.16	utility refund
250902 3 FORKS PROPERTIES	90.00	utility refund
250903 DELTA DENTAL PLAN OF OKLAHOMA	884.90	insurance
250904 DELTA DENTAL PLAN OF OKLAHOMA	25,582.82	insurance
250905 THE ZERO CARD, INC.	6,865.88	insurance
250906 ACTION GROUP STAFFING	6,095.66	temp employees
250907 ADVANCE AUTO PARTS 64771111001	715.28	fleet misc
250908 AIRGAS USA LLC	167.69	misc
250909 ALLSTATE TERMITE&PEST SOLUTION	2,439.00	pest service contractor
250910 AMERICAN RED CROSS-TRAINING SE	235.00	misc
250911 AT&T #918 682-2825 211 0	269.95	misc services
250912 BANNER FIRE EQUIPMENT INC	256.59	misc
250913 BCS INSURANCE COMPANY	72,029.23	insurance
250914 BEN E. KEITH	2,703.54	concessions
250915 BG PRODUCTS INC	940.80	fleet misc
250916 BLESSED GROUND MAINTENANCE	16,950.00	lawncare contractor
250917 CARE AROUND THE CLOCK INC	23,604.92	medical services
250918 CASCO INDUSTRIES INCORPORATED	595.88	misc
250919 CINTAS CORPORATION #2	1,624.70	uniforms/janitorial
250920 CITY OF MUSKOGEE FOUNDATION	485,970.00	payback loan for TIF land purchase
250921 CITYWIDE PROPERTY MAINTENANCE	1,050.00	lawncare contractor
250922 COMMUNITYSCALE LLC	6,759.00	Comprehensive Housing Study
250923 CONNECT DME, LLC	350.00	medical supplies
250924 COOK CONSULTING LLC	730,627.69	projects contractor
250925 CREATIVE APPAREL & MORE	1,391.16	misc
250926 BRAYLON DEDMON	200.00	AllAboard performer
250927 DEBRA DELZEIT	50.00	sf instructor
250928 DEPARTMENT OF ENVIRONMENTAL QU	1,472.00	misc dues/licenses
250929 DIPPIN' DOTS INC	4,616.76	WaterPark concessions
250930 EAST CENTRAL ELECTRIC	3,057.76	city utility
250931 EXPRESS EMPLOYMENT PROFESSIONA	5,373.92	temp employees
250932 AVERY LAWN CARE	3,548.00	lawncare contractor
250933 FIVE STAR DEMOLITION	2,623.95	demo contractor

250934 FLEETPRIDE INC	139.13	misc
250935 FROST OIL CO., LLC	17,609.94	fuel
250936 FUSESPOUT, INC	75.00	misc
250937 KARLA D GIBSON	50.00	sf instructor
250938 LORNE K. GOOD DBA GOOD CONCRET	4,725.00	concrete pouring/lay services
250939 GRAINGER	846.24	parts/supplies/janitorial
250940 GREEN COUNTRY TESTING	930.00	misc
250941 HACH COMPANY	893.70	misc
250942 HAPPY PLAYGROUNDS	6,989.00	Gulick Park replacement swing
250943 HARCROS CHEMICALS INC	1,664.20	Parks lawn chemicals
250944 HARNESS ROOFING, INC	4,997.00	contract services
250945 USA BLUEBOOK	620.74	PW lab equipment
250946 HOLLOWAY UPDIKE AND BELLEN INC	3,800.00	project contractor
250947 I 40 RACE SERVICE LLC	428.50	misc
250948 JAMES ELLIOTT	50.00	travel/education
250949 STEVEN JOHNS II W	1,600.00	AllAboard sound&listening
250950 KIMBALL MIDWEST	318.07	misc
250951 KRISTAL MCLAIN	1,100.00	employee misc
250952 KTFX FM RADIO STATION	200.00	radio ad
250953 LAKE REGION ELECTRIC COOPERATI	7,102.00	city utility
250954 KAREN LAUDERDALE	50.00	sf instructor
250955 LAZY J PROPERTIES, ANGELA YOUN	50.00	sf instructor
250956 LEXISNEXIS	241.00	misc
250957 LOCKE SUPPLY CO	341.69	misc supplies/parts
250958 LOVE BOTTLING CO - #170650	806.40	misc
250959 LOVE BOTTLING CO - #208410	16.56	misc
250960 LOWES	1,361.36	misc supplies/parts
250961 MARVIN'S MOWERS AND OUTDOOR LL	306.84	misc parts
250962 MCINTOSH CORP	1,184.65	plumbing contractor
250963 MMSGGS	143.66	Fire msic
250964 KELLY MURRY	157.50	airport janitorial services
250965 MUSKOGEE CHAMBER OF COMMERCE	2,000.00	Chamber banquet tablex2
250966 MUSKOGEE COUNTY CLERK	18.00	filing fees
250967 MUSKOGEE COUNTY COMM ACT FOUND	9,914.00	Smith Ferry ROW parcel 34 for City project
250968 MUSKOGEE DAILY PHOENIX	802.00	ad/subscriptions
250969 MUSKOGEE LOCK & KEY	203.45	misc
250970 MUSKOGEE REDI-MIX LLC	3,535.00	concrete contractor
250971 NAFECO INC	2,371.70	Fire bunker gear
250972 NICK FORD	126.00	travel/education
250973 NOAH EVANS	126.00	travel/education
250974 OFFICE CONNECTIONS LLC	1,219.96	office supplies
250975 OFFICE DEPOT	881.17	office supplies
250976 OKIE SAFETY CONSULTING, LLC	2,250.00	plan review services
250977 OKLAHOMA MUNICIPAL LEAGUE	20.00	dues
250978 OKLAHOMA NATURAL GAS	1,206.85	city utility
250979 OKLAHOMA STATE DEPT OF HEALTH	375.00	misc
250980 OKLAHOMA TURNPIKE AUTHORITY (O	7.60	tolls
250981 OREILLY AUTO PARTS	1,286.79	fleet parts
250982 PALMER CAP-CHUR & EQUIPMENT IN	279.94	misc
250983 PATE INDUSTRIAL SUPPLY INC	270.15	misc
250984 POWER PLAY LLC	35,650.00	Honor Heights splashpad equipment

250985 PREMIER USA INC.	1,758.82	temp employees
250986 PROSEGUR EAS USA, LLC	4,429.48	City Hall security
250987 BFI WASTE SERVICES, LLC	305.29	misc
250988 RETAIL ATTRACTIONS LLC	4,125.00	economic development consultant
250989 RHINOX GROUPS, INC	3,580.00	grading bucket for Publicworks
250990 SHERRY S. RICE	25.00	sf instructor
250991 RICK EWING	452.95	travel/education
250992 RUSH TRUCK CENTERS OF OKLAHOMA	197.30	fleet misc
250993 SADLER PAPER COMPANY	1,758.22	janitorial/misc supplies
250994 SERVANT FINANCIAL LLC	5,775.00	utility easement for sewer line
250995 JAMES SOUTHCOTT A	75.00	misc
250996 SOUTHERN TIRE MART, LLC	1,147.50	fleet
250997 STAUB INVESTMENTS INC. DBA GAL	230.00	misc
250998 STEWART MARTIN EQUIPMENT	204.54	misc parts
250999 TAHLEQUAH DAILY PRESS	874.25	misc
251000 TECHNICAL PROGRAMMING SERVICES	444.18	bill notices
251001 TETRA TECH INC	15,464.00	Sanitary Sewer evaluation
251002 THE PC LANDING ZONE, INC	8,040.00	Parks IT materials
251003 TLS GROUP, INC	16,361.37	signal maintenance
251004 TRENT GATES	647.75	misc
251005 UNIFIRST HOLDINGS LP	818.59	uniforms
251006 UNION PACIFIC RAILROAD COMPANY	1,332.23	misc
251007 VISION SERVICE PLAN INSURANCE	15,631.04	insurance
251008 W & W INVESTMENTS-AKERS COLLIS	2,794.39	fleet misc
251009 WASTE MANAGEMENT OF OKLAHOMA I	2,955.44	landfill
251010 CINDY WAYMAN	175.00	sf instructor
251011 WELDON PARTS - MUSKOGEE	489.97	misc
251012 RUTLEDGE WHITTINGTON CHARLES	1,200.00	AllAboard performer
251013 LAURA WICKIZER	75.00	sf instructor
251014 YORK & MAIN EQUITY GROUP INC	13,250.00	sewer repair
251015 ZOLL MEDICAL CORP	50.74	misc
251016 FIVE STAR DEMOLITION	20,000.00	demo contractor
251017 HUGHES LUMBER CO	37.43	misc supplies
251025 BANK OF AMERICA	44,599.59	employee purchasing cards
251026 BLUECROSS/BLUE SHIELD OF OK	50,763.30	insurance
251027 BRANDT, BETH	23.89	utility refund
251028 BUFORD, ALICIA D	16.66	utility refund
251029 CHATMAN, LOUIS EDWARD	42.12	utility refund
251030 GRIFFITH, JESSE S	88.93	utility refund
251031 LAMONS, LINDSEY A	22.57	utility refund
251032 MICHELE M WILLIAMS	60.00	utility refund
251033 MUSKOGEE APARTMENTS 4 LLC	28.36	utility refund
251034 RASMUSSEN, ZANE & SIDNEE	30.11	utility refund
251035 AC-OWEN CONSTRUCTION, LLC	180,947.02	projects contractor
251036 ACCURATE LABS & TRAINING CENTE	2,595.00	water testing/lab
251037 ACTION GROUP STAFFING	6,244.59	temp employees
251038 AIRGAS USA LLC	227.12	misc
251039 APAC CENTRAL INC	3,279.16	contract services
251040 ASCEND COMMERCIAL BUILDERS LLC	20,000.00	projects contractor
251041 B & R ELECTRIC SERVICE INC	300.00	electrical contractor
251042 BEN E. KEITH	753.40	concessions

251043	BLESSED GROUND MAINTENANCE	870.00	lawncare contractor
251044	BRENNTAG SOUTHWEST INC	13,980.00	chemical contractor
251045	BROKEN ARROW ELECTRIC	27.84	electrical supplies/service
251046	CANINE DEVELOPMENT GROUP, INC.	140.00	misc
251047	CAPITAL ONE, N.A.	160.63	misc
251048	CDW GOVERNMENT INC	278.56	misc
251049	CERTIFIED LABORATORIES	2,803.95	misc
251050	CINTAS CORPORATION #2	1,588.87	uniforms/janitorial
251051	CITYWIDE PROPERTY MAINTENANCE	700.00	lawncare contractor
251052	COWAN GROUP ENGINEERING LLC	175.00	projects contractor
251053	CREATIVE APPAREL & MORE	1,590.52	misc
251054	DEPARTMENT OF ENVIRONMENTAL QU	368.00	misc dues/licenses
251055	EXPRESS EMPLOYMENT PROFESSIONA	6,227.72	temp employees
251056	FAIRFIELD INN & SUITES - MUSKO	2,280.00	Civic Center event performer stay
251057	FASTENAL COMPANY	689.16	misc supplies
251058	FEDEX	83.86	mailing/postage
251059	AVERY LAWN CARE	972.00	lawncare contractor
251060	GRAINGER	325.50	parts/supplies/janitorial
251061	TYLER GRAY M	950.00	esports-Discord service build
251062	GREEN COUNTRY BEHAVIORAL HEALT	52.73	clinical sessions
251063	GUARD TRONIC INC	125.00	security services
251064	HALFF ASSOCIATES, INC.	2,415.00	Comprehensive Plan update
251065	HAPPY PLAYGROUNDS	6,989.00	Hatbox replacement swing
251066	HARCROS CHEMICALS INC	2,157.89	Parks lawn chemicals
251067	HARGROVE, MISTY D	200.00	tennis workshop instructor
251068	HARNESS ROOFING, INC	3,007.25	contract services
251069	USA BLUEBOOK	211.79	PW lab equipment
251070	HUDIBURG FORD LLC	45,455.00	Community service van
251071	I 40 RACE SERVICE LLC	380.00	misc
251072	INCOR	2,340.00	contract services
251073	GAS AND SUPPLY	44.20	misc
251074	INTERSTATE ALL BATTERY CTR OF	212.80	misc
251075	J & M ROOTER	1,000.00	misc services
251076	JARED CAPTIAL, LLC	3,200.00	solar lease
251077	JEFF LEE	248.00	travel/education
251078	JEREMY ROSS MC PLLC	4,000.00	drug/alcohol testing
251079	JOE COOPER FORD OF YUKON LLC	49,103.00	Parks crew truck
251080	JONAS FITNESS, INC	822.64	misc
251081	KERI SPENCER	196.84	travel/education
251082	LOCKE SUPPLY CO	221.81	misc supplies/parts
251083	LOVE BOTTLING CO - #111902	480.00	misc
251084	LOVE BOTTLING CO - #208400	1,581.00	misc
251085	LOWES	5,785.00	misc supplies/parts
251086	MARTIN LUTHER KING TRUST AUTHO	36,250.00	payment 4of4 MLK support
251087	MARVIN'S MOWERS AND OUTDOOR LL	13,457.80	Parks lawn equipment parts
251088	MATLOCK SECURITY SERVICES	90.00	misc services
251089	MAZZIO'S LLC	140.85	misc
251090	MICHAEL CRAWFORD	154.00	travel/education
251091	MMSGs	46.82	Fire msic
251092	JACOB MOORE R	500.00	event photographer/videographer
251093	KELLY MURRY	127.50	airport janitorial services

251094 MUSKOGEE CITIZENS POLICE ACADE	750.00	event security
251095 MUSKOGEE CITY COUNTY 911 TRUST	45,640.93	PD/FD dispatch fees
251096 MUSKOGEE CITY-COUNTY PORT AUTH	223.57	misc
251097 MUSKOGEE COMMUNICATIONS, INC.	450.00	communications
251098 MUSKOGEE COUNTY CLERK	60.00	filing fees
251099 MUSKOGEE COUNTY OSU EXTENSION	141.93	misc
251100 MUSKOGEE DAILY PHOENIX	1,756.65	ad/subscriptions
251101 MUSKOGEE LOCK & KEY	270.84	misc
251102 MUSKOGEE MEDICAL CENTER AUTHOR	27,360.97	note/interest
251103 MUSKOGEE REDI-MIX LLC	2,792.50	concrete contractor
251104 OFFICE DEPOT	51.94	office supplies
251105 OKLAHOMA DEPT OF LABOR	360.00	misc
251106 OKLAHOMA DEPT OF PUBLIC SAFETY	800.00	misc
251107 OKLAHOMA UNIFORM BUILDING CODE	320.00	misc
251108 ONE SOURCE WATER LLC	492.51	misc
251109 OREILLY AUTO PARTS	55.98	fleet parts
251110 ORPS	90.00	Parks dues
251111 PATE INDUSTRIAL SUPPLY INC	462.96	misc
251112 PONTEM SOFTWARE	675.00	misc
251113 PRECISION DELTA CORP	30,359.00	Police ammo
251114 PREMIER USA INC.	1,793.79	temp employees
251115 PVS TECHNOLOGIES, INC.	11,150.40	chemical contractor
251116 NICHOLAS ROMINE	600.00	mowing contractor
251117 SADLER PAPER COMPANY	1,817.03	janitorial/misc supplies
251118 SHERWIN-WILLIAMS COMPANY	289.75	misc
251119 SLIGAR MECHANICAL, LLC	53,600.00	final pay-Civic Center HVAC remodel
251120 SUPERIOR LINEN SERVICE INC	653.20	towels/mats services
251121 TECHNICAL PROGRAMMING SERVICES	5,235.51	bill notices
251122 THERMOBIND INC	294.00	misc
251123 TWIN CITIES READY MIX INC	1,550.00	Publicworks concrete
251124 T2M SALES, LLC	6,275.00	lawn chemicals
251125 U S POSTAL SERVICE	436.00	postage
251126 UNIFIRST HOLDINGS LP	764.44	uniforms
251127 UNITED RENTALS (NORTH AMERICA)	2,247.10	misc rental equipment
251128 WASTE MANAGEMENT OF OKLAHOMA I	20,437.77	landfill
251129 WATER TECH, INC.	21,060.00	chemical contractor
251130 LAWNBUSTERS LAWN AND LANDSCAPI	13,000.00	lawncare contractor
251131 XEROX BUSINESS SOLUTIONS SOUTH	111.54	misc
251132 YORK & MAIN EQUITY GROUP INC	28,450.00	sewer repair
251133 THE ZERO CARD, INC.	4,302.67	insurance
251134 THE ZERO CARD, INC.	7,454.51	insurance
251135 BLANCHARD, GLENDALE R	23.73	utility refund
251136 CHECOTAH HOLDINGS, LLC	40.76	utility refund
251137 COX, JULIE S	31.99	utility refund
251138 FEDERATED PROP LLC	0.40	utility refund
251139 GONZALEZ, ROSA	16.66	utility refund
251140 HARDIN, DOULAS D	16.66	utility refund
251141 JAYNE, LILLIAN	10.12	utility refund
251142 ROMERO HERNANDEZ, CONCEPCION	62.25	utility refund
251143 SWICEGOOD, SALENA ROSE	100.00	utility refund
251144 WATSON, KURT EDWARD	27.51	utility refund

251145 WILKERSON-MIMS, CYNTHIA	202.54	utility refund
251146 A & J RENTAL AND SALES	2,575.00	misc
251147 ACCURATE LABS & TRAINING CENTE	1,090.00	water testing/lab
251148 ACTION GROUP STAFFING	2,110.10	temp employees
251149 AIRGAS USA LLC	53.96	misc
251150 AMERICAN RED CROSS-TRAINING SE	235.00	misc
251151 APAC CENTRAL INC	10,246.10	contract services
251152 APPLIED MEDIA CONCEPTS INC	4,930.00	event setup materials
251153 BANNER FIRE EQUIPMENT INC	719,682.00	Fire truck
251154 BRIAN BARNS MICHAEL	60.00	misc
251155 BEN E. KEITH	313.54	concessions
251156 BLESSED GROUND MAINTENANCE	575.00	lawncare contractor
251157 BRITE COMPUTERS	69,472.60	IT equipment for various locations
251158 BROCK SUPPLY CO	38.91	fleet misc
251159 CINCINNATI RADIATOR SERVICE IN	900.00	fleet misc
251160 CINTAS CORPORATION #2	1,222.99	uniforms/janitorial
251161 CITYWIDE PROPERTY MAINTENANCE	700.00	lawncare contractor
251162 COMMUNITY CARE EAP	520.70	misc
251163 CORE & MAIN LP	210.00	publicworks parts
251164 COX ENVIRONMENTAL	645.00	misc
251165 CROWDER AUTO GLASS	740.00	misc
251166 DAVID'S DISCOUNT TIRES INC	976.85	fleet misc
251167 DEALERS ELECTRICAL SUPPLY	69.45	misc
251168 DEBRA DELZEIT	125.00	sf instructor
251169 DEPARTMENT OF ENVIRONMENTAL QU	554.00	misc dues/licenses
251170 DLT SOLUTIONS LLC	664.69	misc
251171 DUB ROSS COMPANY	4,761.11	Publicworks pipe/couplers
251172 DUBOIS CHEMICALS INC	420.00	misc
251173 EVOQUA WATER TECHNOLOGIES LLC	30,990.70	chemical contractor
251174 EXPRESS EMPLOYMENT PROFESSIONA	5,220.88	temp employees
251175 FASTENAL COMPANY	1,809.68	misc supplies
251176 AVERY LAWN CARE	710.00	lawncare contractor
251177 FIVE STAR DEMOLITION	25,575.77	demo contractor
251178 FIVE STAR OFFICE SUPPLY	800.90	office supplies
251179 FLEETPRIDE INC	103.46	misc
251180 FROST OIL CO., LLC	18,739.15	fuel
251181 GALLS INC	1,140.19	misc
251182 GH2 ARCHITECTS, LLC	2,700.00	projects contractor
251183 KARLA D GIBSON	75.00	sf instructor
251185 GORDON'S HEATING-AIR CONDITION	4,774.00	HVAC contractor services
251186 GRAINGER	273.10	parts/supplies/janitorial
251187 GREEN COUNTRY BEHAVIORAL HEALT	1,818.75	clinical sessions
251188 GUARD TRONIC INC	686.73	security services
251189 HACH COMPANY	277.47	misc
251190 HOGLE COMPANY	2.50	misc
251191 HONOR HEIGHTS VET CLINIC #6530	147.68	animal shelter misc
251192 HULL, JEFFREY S	123.99	misc
251193 I 40 RACE SERVICE LLC	85.00	misc
251194 IDENTIFIX	1,428.00	misc
251195 INNOVATIVE SOLUTION ADVISORS L	1,682.53	misc
251196 JEREMY ROSS MC PLLC	190.00	drug/alcohol testing

251197	JEFFREY JONES	150.00	misc
251198	KTFX FM RADIO STATION	2,000.00	radio ad
251199	KAREN LAUDERDALE	100.00	sf instructor
251200	LAZY J PROPERTIES, ANGELA YOUN	100.00	sf instructor
251201	LB TECHNOLOGY, INC.	5,175.20	GPS subscriptions
251202	LEXISNEXIS RISK SOLUTIONS	6,705.30	online Police reporting
251203	LOCKE SUPPLY CO	93.32	misc supplies/parts
251204	LOVE BOTTLING CO - #515580	16.56	misc
251206	LOWES	4,071.39	misc supplies/parts
251207	MARVIN'S MOWERS AND OUTDOOR LL	4,191.38	PublicWorks lawn equipment parts
251208	MAVERICK MACHINERY	1,646.05	misc
251209	MEDIC BATTERIES	320.93	misc
251210	MES I ACQUISITION INC	3,176.00	misc
251211	MIKE BRAWLEY	254.93	travel/education
251212	MORGAN SERVICES COMPANY LLC	410.00	tow services
251213	KELLY MURRY	120.00	airport janitorial services
251214	MUSKOGEE COMMUNICATIONS, INC.	1,332.00	communications
251215	MUSKOGEE COUNTY CLERK	630.00	filing fees
251216	MUSKOGEE COUNTY SHERIFFS DEPAR	13,500.00	jail bill
251217	MUSKOGEE DAILY PHOENIX	874.96	ad/subscriptions
251218	MUSKOGEE LOCK & KEY	1,115.70	misc
251219	MUSKOGEE SIGN AND BANNER	965.00	misc
251220	MUSKOGEE YOUTH SERVICES	2,462.72	community service program
251221	ODEY'S, INC	1,949.95	Hatbox field master part
251222	OFFICE CONNECTIONS LLC	1,818.20	office supplies
251223	OFFICE DEPOT	267.62	office supplies
251224	OKLAHOMA DEPT OF LABOR	50.00	misc
251225	OKLAHOMA MUNICIPAL LEAGUE	20.00	dues
251226	OKLAHOMA NATURAL GAS	2,025.15	city utility
251227	OLSSON ASSOCIATES	26,048.00	projects engineer service
251228	ONE SOURCE WATER LLC	94.19	misc
251230	OREILLY AUTO PARTS	5,024.67	fleet parts
251231	OTA-PLATEPAY	2.22	tolls
251232	OTA/PIKE PASS	9.50	tolls
251233	P & K EQUIPMENT	328.96	fleet parts
251234	MACK PARKS	3,500.00	Symphony Park fireworks
251235	PATE INDUSTRIAL SUPPLY INC	760.28	misc
251236	PIED PIPER SERVICES	75.00	misc
251237	PORTCITY BODYSHOP INC DBA SAFE	490.00	fleet misc
251238	PREMIER TRUCK GROUP	1,336.29	fleet misc/parts
251239	PVS TECHNOLOGIES, INC.	11,409.60	chemical contractor
251240	HAROLD QUANTIE	799.55	misc
251241	RA OUTDOORS, LLC DBA ASPIRA	14.00	misc
251242	RELIABLE DOOR SERVICES, LLC	990.51	misc services
251243	RETAIL ATTRACTIONS LLC	4,125.00	economic development consultant
251244	SHERRY S. RICE	100.00	sf instructor
251245	ROBERT FENELL	55.00	misc
251246	ROBIN MCCAIG	274.60	travel/education
251247	HENDERSON COFFEE	379.27	misc
251248	ROSSON WHEEL SERVICE	85.00	fleet misc
251249	ROYSE PRINTING CO	747.00	printing services

251250 RUSH TRUCK CENTERS OF OKLAHOMA	80.90	fleet misc
251251 SADLER PAPER COMPANY	3,421.49	janitorial/misc supplies
251252 SAFETY FIRE EXTINGUISHERS	115.00	misc
251253 SHERWIN-WILLIAMS COMPANY	38.10	misc
251254 SPECIAL OPS UNIFORMS	25,300.00	uniforms
251255 SUPERIOR LINEN SERVICE INC	154.63	towels/mats services
251256 TECHNICAL PROGRAMMING SERVICES	2,739.98	bill notices
251257 TENDER TOUCH AUTO WASH INC	594.00	fleet misc
251258 TIGER NATURAL GAS INC	2,986.88	city utility
251259 TOMAHAWK STRATEGIES LLC	10,000.00	CIP education program
251260 TONTO CONSTRUCTION INC	11,604.00	bio-solids removal contractor
251261 TULSA ASPHALT LLC	2,571.40	contractor services
251262 TWIN CITIES READY MIX INC	5,214.00	Publicworks concrete
251263 ULINE INC	8,736.30	Civic Center equipment
251264 UNIFIRST HOLDINGS LP	1,026.72	uniforms
251265 UNITED RENTALS (NORTH AMERICA)	1,197.69	misc
251266 USA BLUEBOOK	837.28	public works misc
251267 UTILITY SUPPLY CO	387.90	Publicworks piping supplies
251268 W & W INVESTMENTS-AKERS COLLIS	846.46	fleet misc
251269 WASTE MANAGEMENT OF OKLAHOMA I	20,437.48	landfill
251270 CINDY WAYMAN	275.00	sf instructor
251271 WELDON PARTS - MUSKOGEE	346.90	misc
251272 WHEELER METALS	1,335.40	misc
251273 LAURA WICKIZER	125.00	sf instructor
251274 JOHN WILKERSON CLARENCE III	1,500.00	backflow grant
251275 XEROX CORPORATION	3,840.00	office printers contract
251276 YORK & MAIN EQUITY GROUP INC	17,381.00	sewer repair
251277 YORK STREET TIRE OF MUSKOGEE L	8,518.96	fleet misc
251278 LORNA K. GOOD DBA GOOD CONCRET	5,850.00	concrete pouring/lay services
251279 GARRETT, RICK	72.02	utility refund
251280 BLUECROSS/BLUE SHIELD OF OK	90,655.76	insurance
251281 BLUECROSS/BLUE SHIELD OF OK	109,927.59	insurance
251282 THE ZERO CARD, INC.	5,029.62	insurance
251283 BURNS, BLANE	11.57	utility refund
251284 CASE, LARRY TRUST	6.66	utility refund
251285 CLARKSON, CHERIE	21.72	utility refund
251286 COPE PROPERTIES	2.76	utility refund
251287 CUEVAS, JAVIER M	100.00	utility refund
251288 CUSTOM ELITE PROPERTY	90.00	utility refund
251289 DOKE HOLDINGS, LLC	16.66	utility refund
251290 EDWARDS, LARRY R	100.00	utility refund
251291 FOUTCH, WILLIAM B	26.06	utility refund
251292 GREAT LIFE INVESTMENTS	18.83	utility refund
251293 GUEVARA, LUIS ATMANDO PEREZ	45.30	utility refund
251294 HAWKE, SUSAN	29.39	utility refund
251295 KAMAKEEAINA, KENNETH L	23.17	utility refund
251296 LUND, ARIEL NICOLE	34.16	utility refund
251297 MID CONTINENT CONSTRUCTION	0.81	utility refund
251298 MORTON, IVA D	11.50	utility refund
251299 MUSKOGEE COMMUNITY ACTION	24.99	utility refund
251300 MUSKOGEE COMMUNITY ACTION	90.00	utility refund

251301	PILLARS. GREGORY ALLEN	100.00	utility refund
251302	PURDOM, MITCHAEAL R	1.94	utility refund
251303	SAINT JOSEPH CHURCH	31.99	utility refund
251304	SPURLOCK, DENNIS	58.32	utility refund
251305	WALTMANN, CARRIE	0.20	utility refund
251306	ZALMANZIG, NORMA M	59.09	utility refund
251307	A & J RENTAL AND SALES	892.00	misc
251308	ACCURATE LABS & TRAINING CENTE	4,335.00	water testing/lab
251309	ACTION GROUP STAFFING	9,651.37	temp employees
251310	ACTION IMPRINTS	420.80	printing services
251311	ADVANCE AUTO PARTS 64771111001	290.14	fleet misc
251312	ADVANCED WORKZONE SERVICES	9,679.00	traffic supplies
251313	ANIMAL EMERGENCY CENTER, PC	294.25	misc
251314	APAC CENTRAL INC	16,523.97	contract services
251315	ATLAS MATERIAL HANDLING LLC	820.00	misc
251316	BANNER FIRE EQUIPMENT INC	3,206.51	Fire truck parts for repair
251317	BEN E. KEITH	13,638.51	concessions
251318	BG PRODUCTS INC	5,093.60	fleet misc
251319	BLESSED GROUND MAINTENANCE	8,500.00	lawncare contractor
251320	BRENNTAG SOUTHWEST INC	11,104.91	chemical contractor
251321	BRITE COMPUTERS	9,420.00	IT equipment for various locations
251322	BROWN'S SHOE FIT CO #87	124.95	employee vouchers
251323	BWI COMPANIES, INC	9,975.59	Parks chemicals/mowing
251324	CARE AROUND THE CLOCK INC	7,602.21	medical services
251325	CDW GOVERNMENT INC	483.37	misc
251326	CINTAS CORPORATION #2	2,101.22	uniforms/janitorial
251327	CIRCLE B UNDERGROUND	55.00	misc
251328	CITYWIDE PROPERTY MAINTENANCE	1,750.00	lawncare contractor
251329	CLIFFORD POWER SYSTEMS INC	2,510.03	generator service
251330	COOK CONSULTING LLC	288,468.99	projects contractor
251331	CORE & MAIN LP	1,212.09	publicworks parts
251332	CREATIVE APPAREL & MORE	227.97	misc
251333	CUMMINS SOUTHERN PLAINS LTD	410.56	misc
251334	DASH MEDICAL GLOVES INC	99.00	misc
251335	DAVID'S DISCOUNT TIRES INC	373.32	fleet misc
251336	DEPARTMENT OF ENVIRONMENTAL QU	1,454.00	misc dues/licenses
251337	DRIVE SHAFTS INC	1,495.00	fleet parts
251338	EODLS	9,000.00	Hultquist Trust interest
251339	EON APPLICATIONS, INC	5,154.00	Acquire TM subscription
251340	EPIC SPORTS INC.	5,433.15	Hatbox equipment/stripping
251341	EWING IRRIGATION	3,600.00	Parks chemicals
251342	EXPRESS EMPLOYMENT PROFESSIONA	3,475.45	temp employees
251343	FASTENAL COMPANY	687.60	misc supplies
251344	AVERY LAWN CARE	1,810.00	lawncare contractor
251345	FILL DIRT, INC.	1,000.00	misc
251346	FIVE STAR DEMOLITION	1,074.00	demo contractor
251347	FIVE STAR OFFICE SUPPLY	983.00	office supplies
251348	FLEETPRIDE INC	83.98	misc
251349	FROST OIL CO., LLC	23,429.01	fuel
251350	GARY GARVIN D	6,000.00	contract services
251351	LORNA K. GOOD DBA GOOD CONCRET	12,530.00	concrete pouring/lay services

251352	GORDON'S HEATING-AIR CONDITION	9,100.00	HVAC contractor services
251353	HARCROS CHEMICALS INC	1,445.00	Parks lawn chemicals
251354	HARNESS ROOFING, INC	8,426.87	contract services
251355	USA BLUEBOOK	111.01	PW lab equipment
251356	HELENA CHEMICAL COMPANY	5,100.00	Parks chemicals
251357	HOLLOWAY UPDIKE AND BELLEN INC	5,882.50	project contractor
251358	HUGHES LUMBER CO	383.93	misc supplies
251359	I 40 RACE SERVICE LLC	296.25	misc
251360	INTERSTATE ELECTRIC CORPORATIO	63,494.00	WWTP recirculating pump repair
251361	J & R EQUIPMENT	2,471.55	Publicworks misc
251362	JOE GODDARD ENTERPRISES, LLC	2,872.00	EM sirens battery replacements
251363	JOHN DEERE FINANCIAL F.S.B.	2,743.19	misc/uniform
251364	JOHNSON'S SERVICE COMPANY	335.00	misc
251365	JMDG	803.96	misc
251366	KIMBALL MIDWEST	1,106.13	misc
251367	LEXISNEXIS RISK SOLUTIONS	3,386.18	online Police reporting
251368	LOCKE SUPPLY CO	129.93	misc supplies/parts
251369	LOVE BOTTLING CO - #170650	174.00	misc
251370	LOVE BOTTLING CO - #170700	3,003.60	misc
251371	LOVE BOTTLING CO - #237600	36.00	misc
251372	LOVE BOTTLING CO - #9280878	108.00	misc
251373	LOWES	4,223.77	misc supplies/parts
251374	MARC MILLER BUICK-GMC, INC.	314.57	fleet misc
251375	MARIO'S QUALITY OVERHEAD DOORS	225.00	door repairs
251376	MARVIN'S MOWERS AND OUTDOOR LL	10,020.75	PublicWorks mower/mowing parts
251377	MATLOCK SECURITY SERVICES	1,127.00	misc services
251378	MES I ACQUISITION INC	449.00	misc
251379	MMSGs	1,373.24	Fire msic
251380	MORGAN SERVICES COMPANY LLC	1,398.00	tow services
251381	KELLY MURRY	532.50	airport janitorial services
251382	MUSKOGEE CHAMBER OF COMMERCE	370.00	event registration/fees
251383	MUSKOGEE COMMUNICATIONS, INC.	150.00	communications
251384	MUSKOGEE COUNTY CLERK	234.00	filing fees
251385	MUSKOGEE DAILY PHOENIX	677.83	ad/subscriptions
251386	MUSKOGEE LOCK & KEY	168.00	misc
251387	MUSKOGEE MEDICAL CENTER AUTHOR	12,640.69	note/interest
251388	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.29	note/interest
251389	MUSKOGEE OVERHEAD DOOR	1,200.00	door repair
251390	MUSKOGEE REDI-MIX LLC	6,452.50	concrete contractor
251391	MUSKOGEE SIGN AND BANNER	300.00	misc
251392	MUSKOGEE TOURISM AUTHORITY	132,095.14	Hotel/Motel submission
251393	NAFECO INC	25,060.54	Fire bunker gear
251394	NEWTON, BRYCE DBA	1,410.00	portable septic services
251395	OFFICE CONNECTIONS LLC	719.69	office supplies
251396	OFFICE DEPOT	27.13	office supplies
251397	OG&E - ACCT #35947999-5	210,600.38	city utility
251398	OKLAHOMA NATURAL GAS	2,255.21	city utility
251399	OKLAHOMA UNIFORM BUILDING CODE	524.00	misc
251400	OLSSON ASSOCIATES	46,550.00	projects engineer service
251401	OREILLY AUTO PARTS	1,923.72	fleet parts
251402	OTA-PLATEPAY	4.03	tolls

251403	PATE INDUSTRIAL SUPPLY INC	710.33	misc
251404	PREMIER TRUCK GROUP	1,026.04	fleet misc/parts
251405	PREMIER USA INC.	7,948.46	temp employees
251406	R J THOMAS MFG CO INC	2,106.00	misc
251407	THOMAS RORABAUGH J	6,563.00	EM portable lighting
251408	ROY'S UPHOLSTERY	225.00	fleet misc
251409	ROYSE PRINTING CO	425.00	printing services
251410	SADLER PAPER COMPANY	1,854.59	janitorial/misc supplies
251411	SPECIAL OPS UNIFORMS	4,340.27	uniforms
251412	STAUB INVESTMENTS INC. DBA GAL	16.00	misc
251413	STEWART MARTIN EQUIPMENT	1,690.73	misc parts
251414	SUPERIOR LINEN SERVICE INC	556.73	towels/mats services
251415	SUPERIOR SIGNS	85.00	misc
251416	TIM SYNAR	1,855.00	spay/neuter services
251417	T-MOBILE USA INC.	3,389.73	City mobile phones/data
251418	TECHNICAL PROGRAMMING SERVICES	2,918.66	bill notices
251419	TERRACON CONSULTANTS, INC	24,780.02	Intensive level survey of CBD
251420	THYSSENKRUPP ELEVATOR CORP	1,300.00	elevator service
251421	TOMAHAWK STRATEGIES LLC	20,000.00	CIP education program
251422	TWIN CITIES READY MIX INC	1,485.50	Publicworks/parks concrete services
251423	ULINE INC	1,151.38	misc
251424	UNIFIRST HOLDINGS LP	1,199.24	uniforms
251425	UNIQUE DRY CLEANING	378.00	FD uniforms cleaning
251426	USA BLUEBOOK	191.16	public works misc
251427	UTILITY TECHNOLOGY SERVICES IN	54,385.00	meter software
251428	WARREN CAT	74,031.00	Civic Center skid steer loader
251429	WATER TECH, INC.	20,475.00	chemical contractor
251430	WHEELER METALS	1,292.79	misc
251431	YORK & MAIN EQUITY GROUP INC	15,000.00	sewer repair
251432	ZEBEC OF NORTH AMERICA INC	1,966.29	misc
251433	LESLIE ARNOLD	363.04	travel/education

Finance Committee**3.**

Meeting Date: 07/14/2025
Submitted For: Dennis Read, Finance
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of Resolution No. 3035 declaring items of personal property presently in the possession of the City of Muskogee, to be surplus to the needs of the City of Muskogee, and authorize the City Manager, or his designee, to offer for sale or dispose of the same, all as per attached list, or take other necessary action. (Kendal Francis)

BACKGROUND:

Items are listed within Resolution 3035 to be considered for surplus from this fiscal year.

RECOMMENDED ACTION:

Approve items for Surplus.

Fiscal Impact**Attachments**

Resolution 3035 Surplus

RESOLUTION NO. 3035

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY PRESENTLY IN THE POSSESSION OF THE CITY OF MUSKOGEE, TO BE SURPLUS TO THE NEEDS OF THE CITY OF MUSKOGEE AND AUTHORIZING THE CITY MANAGER TO OFFER FOR SELL OR DISPOSE OF THE SAME AS ATTACHED LIST.

WHEREAS, the City of Muskogee, Oklahoma has in its possession certain items of personal property which can no longer be put to good use; and

WHEREAS, the City of Muskogee desires to dispose of items of personal property, which are no longer needed, as surplus properties, according to the provisions of the Charter and the Ordinances of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA;

SECTION 1: The property listed herein is hereby declared to be surplus to the needs of the City of Muskogee, Oklahoma.

<u>ITEM</u> <u>DESCRIPTION</u>	<u>QT</u> <u>Y</u>	<u>WORKS?</u>	<u>SERIAL #</u>	<u>BRAND</u>	<u>MODEL</u>
<u>Civic Center</u>					
Basketball floor	?	Yes			
Score Boards	4	Yes			
Support Equipment	?	Yes			
Hydraulic goals	2	Yes		Gared	
<u>Information Tech</u>					
<u>(IT)</u>					
Desktop computer	8		HJJ4FB2	Dell Inc.	OptiPlex 7020
			JJTP052	Dell Inc.	OptiPlex 7020
			9CLXDB2	Dell Inc.	OptiPlex 7020
			DRRQG42	Dell Inc.	OptiPlex 7020
			7BRP052	Dell Inc.	OptiPlex 7020
			6FTP052	Dell Inc.	OptiPlex 7020
			HJK5FB2	Dell Inc.	OptiPlex 7020
			9TCYDB2	Dell Inc.	OptiPlex 7020
Desktop computer	9		CP4CXG2	Dell Inc.	OptiPlex 7040
			CP4QXG2	Dell Inc.	OptiPlex 7040

			CP5CXG2	Dell Inc.	OptiPlex 7040
			CP5PXG2	Dell Inc.	OptiPlex 7040
			CP4RXG2	Dell Inc.	OptiPlex 7040
			DTPQXG2	Dell Inc.	OptiPlex 7040
			CP3DXG2	Dell Inc.	OptiPlex 7040
			CP3PXG2	Dell Inc.	OptiPlex 7040
			CP3GXG2	Dell Inc.	OptiPlex 7040
Desktop computer	10		6SBXZ12	Dell Inc.	OptiPlex 7010
			JD4H842	Dell Inc.	OptiPlex 7010
			D3WTQW1	Dell Inc.	OptiPlex 7010
			4RP6GZ1	Dell Inc.	OptiPlex 7010
			6SCZZ12	Dell Inc.	OptiPlex 7010
			6SDXZ12	Dell Inc.	OptiPlex 7010
			FKL2FZ1	Dell Inc.	OptiPlex 7010
			8QQ8Q22	Dell Inc.	OptiPlex 7010
			8QQBQ22	Dell Inc.	OptiPlex 7010
			4RP7GZ1	Dell Inc.	OptiPlex 7010
Desktop computers	1		D8XS7Y1	Dell Inc.	OptiPlex 9010
Desktop computer	1		5JH1NN1	Dell Inc.	OptiPlex 960
Laptop	1		FVCZ302	Dell Inc.	Latitude 3540
ToughBook	1		FXSWNY1	Dell Inc.	Latitude 5414
<u>Police</u>					
Heavy bag stand	1	Yes		Century	10870 R0305
<u>Swim&Fitness</u>					
Treadmill	1	No	0314648	SportsArt	T655
<u>Water Plant</u>					
50HP electrical motor	1	Yes	T10T176R004R-8 G249	US Electric Motors	3 Phase 230/480
Handi-Kleen Parts Washer	1	No	K-82	Gray-Mills	A-25398-A
<u>Fleet</u>					
GOOD ROADS GODWIN M3-10 SAND SPREADER	1	No	GR24386	Good Roads	M3-10
2000 INTERNATIONAL 4700 BASE DUMP TRUCK	1	No	1HTSCABM6YH238117	International	4700
1996 DODGE RAM 1500 BASE TRUCK	1	Yes	1B7HC16Y3TJ201158	Dodge	Ram 1500
1994 FORD LNT8000F BASE BUCKET TRUCK	1	Yes	1FDYW82E9RVA32434	Ford	LNT8000F

1988 E-ONE FIRE engine (Reserve 9)	1	Yes	1F9PBAA82K1037604	E-One	
<i>Rotary HP415-1KIT 60,000 lb Lift</i>	<i>1</i>	<i>Yes</i>	<i>XTB00A0013</i>	<i>Rotary</i>	<i>HP415-1Kit</i>
2008 DODGE CHARGER R/T (PD)	1	Yes	2B3KA43HX8H279819	Dodge	Charger
<i>2008 DODGE CHARGER SE SEDAN</i>	<i>1</i>	<i>Yes</i>	<i>2B3KA43H18H279823</i>	<i>Dodge</i>	<i>Charger</i>
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H88H279821	Dodge	Charger
<i>2008 DODGE CHARGER SE SEDAN</i>	<i>1</i>	<i>Yes</i>	<i>2B3KA43HX8H279822</i>	<i>Dodge</i>	<i>Charger</i>
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H18H279806	Dodge	Charger
<i>2008 DODGE CHARGER SE SEDAN</i>	<i>1</i>	<i>Yes</i>	<i>2B3KA43H08H279814</i>	<i>Dodge</i>	<i>Charger</i>
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H28H279801	Dodge	Charger
<i>2008 DODGE CHARGER SE SEDAN</i>	<i>1</i>	<i>Yes</i>	<i>2B3KA43H78H279812</i>	<i>Dodge</i>	<i>Charger</i>
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43HX8H279805	Dodge	Charger
<i>2008 DODGE CHARGER SE SEDAN</i>	<i>1</i>	<i>Yes</i>	<i>2B3KA43H38H279807</i>	<i>Dodge</i>	<i>Charger</i>
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H88H279804	Dodge	Charger
<i>2008 DODGE CHARGER SE SEDAN</i>	<i>1</i>	<i>Yes</i>	<i>2B3KA43H08H279800</i>	<i>Dodge</i>	<i>Charger</i>
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H38H279810	Dodge	Charger
<i>2008 DODGE CHARGER SE SEDAN</i>	<i>1</i>	<i>Yes</i>	<i>2B3KA43H68H279817</i>	<i>Dodge</i>	<i>Charger</i>
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H48H279816	Dodge	Charger

2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H88H279818	Dodge	Charger
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H48H279802	Dodge	Charger
2008 DODGE CHARGER SE SEDAN	1	No	2B3KA43H58H279808	Dodge	Charger
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H98H279813		
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H28H279815		
2008 DODGE CHARGER SE SEDAN	1	Yes	2B3KA43H88H279799		
2013 DODGE CHARGER R/T SEDAN	1	Yes	2C3CDXAT4DH721849	Dodge	Charger
2013 DODGE CHARGER R/T SEDAN	1	Yes	2C3CDXAT9DH721846	Dodge	Charger
2013 DODGE CHARGER R/T SEDAN	1	Yes	2C3CDXAT0DH721847	Dodge	Charger
2013 DODGE CHARGER R/T SEDAN	1	Yes	2C3CDXAT7DH721845	Dodge	Charger
2005 CHEVROLET SILVERADO 3500 BASE UTILITY TRUCK	1	Yes	1GBJC39U45E236863	Chevrolet	3500
1995 FORD F350 XL (WB) UTILITY BUCKET TRUCK	1	Yes	2FDKF37G1SCA36749	Ford	F-350
1998 WOLFPAC AVR 4000 ROLLER	1	No	3998046	WOLFPAC	4000
1999 RHINO SR15 ROTARY CUTTER	1	Yes	15349	Rhino	SR15
2001 DODGE RAM 1500 SPORT TRUCK	1	Yes	1B7HC16Y21S770607	Dodge	1500
1995 CHEVROLET C1500 BASE TRUCK	1	Yes	1GCEC14H7SZ194821	Chevrolet	C1500

1997 JOHN DEERE 310SE BACKHOE	1	No	T0310SE840375	John Deere	310SE
2002 FORD NEW HOLLAND TS100 TRACTOR W/2002 ALAMO MB21 MACHETE BOOM ARM MOWER		Yes	7579 SN: 195512B 7538 SN: MB21-01841	Ford & Alamo	Ford TS100 & Alamo MB21
2007 FORD F150 SUPERCAB XL TRUCK	1	Yes	1FTPX12V17FA90047	Ford	F150
1999 INGERSOLL RAND BOBCAT C863 SKID STEER	1		514412307	Bobcat	C863
GENSET 50 GENERATOR ON A TRAILER	1	No	G830669399	Genset	50
2004 EXMARK LZ27KC604 ZERO TURN, 60" DECK	1	No	485039	Exmark	LZ27KC604
HUSQVARNA MZ5424S (DECK IS 52") ZERO TURN MOWER	1	No	072111B001083	Husqvarna	MZ5424S
2010 TORO 74925TE MOWER, 60" DECK	1	No	310000582	Toro	74925TE
2004 GALAXY SPEEDTRAK SST RADAR TRAILER	1	No	10114H659121	Galaxy	Speedtrack SST
1999 INGERSOLL RAND BOBCAT C863 SKID STEER	1	Yes	514427861	Bobcat	C863
2016 FREIGHTLINER M2 106 SANITATION TRUCK	1	No	1FVACXCY2GHHG2590	Freightliner	M2 106
2012 TORO 74936 ZERO TURN MOWER, 60" DECK	1	No	312000175	Toro	74936
2009 TORO 74263 ZERO TURN	1	No	270000220	Toro	74263

MOWER, 72" DECK 2014 TORO 74946 ZERO TURN MOWER, 60" DECK	1	No	314000356	Toro	74946
2000 DODGE DAKOTA TRUCK, BASE	1	Yes	1B7FL26X6YS738774	Dodge	Dakota
2008 DODGE CHARGER SE SEDAN	1	No	2B3KA43H58H279808	Dodge	Charger
2008 DODGE CHARGER SE SEDAN	1		2B3KA43H78H279809	Dodge	Charger
1998 CHEVROLET C1500 WT TRUCK	1	Yes	1GCEC14R0WZ217726	Chevrolet	C1500
1997 DODGE RAM 1500 LT TRUCK	1	Yes	1B7HC16Y7VJ560743	Dodge	1500
2002 CHEVROLET EXPRESS 1500 VAN (BASE)	1	Yes	1GNFG15M421246982	Chevrolet	1500
2004 DODGE DAKOTA SXT TRUC	1	Yes	1D7FL16K64S653612	Dodge	Dakota
SEWER EQUIPMENT OF AMERICA 444 RODDER SEWER JETTING TRAILER	1	Yes	7432	Sewer Equipment	444 Rodder
1998 DODGE RAM 1500 TRUCK, BASE	1	No	1B7HC16X5WS665056	Dodge	1500
2018 DODGE CHARGER PURSUIT SEDAN	1	No	2C3CDXAT9JH238367	Dodge	Charger
Coats 5040A Rim Clamp Tire Machine	1	Yes		Coats	5040A
Coats 5065AX Rim Clamp Tire Machine	1	Yes		Coats	5065AX
Coats Direct Drive 1000 Tire Balancer	1	Yes	1312306037	Coats	1000
Tool boxes for back of truck	3				

<i>STIHL HT101</i>					
<i>POLE SAW</i>	<i>1</i>	<i>No</i>	<i>268594491</i>	<i>STIHL</i>	<i>HT101</i>
2011 ECHO SRM-265S TRIMMER	1	No	S79712007634	ECHO	SRM-265S
<i>SHINDAWA 22F</i>					
<i>TRIMMER</i>	<i>1</i>	<i>No</i>	<i>9112452</i>	<i>SHINDAWA</i>	<i>22F</i>
2012 ECHO SRM266 TRIMMER	1	No	T42112004420	ECHO	SRM-266

SECTION 2: The City of Muskogee authorizes the City Manager to sell or otherwise dispose of said real property and personal property listed above.

PASSED AND APPROVED by the City Council of the City of Muskogee, Oklahoma this _____ day of _____, 2025.

CITY OF MUSKOGEE,
A municipal corporation,

PATRICK CALE, MAYOR

ATTEST

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

KATRINA BODENHAMER, CITY ATTORNEY

Finance Committee

4.

Meeting Date: 07/14/2025

Submitted For: Dennis Read, Finance

Initiator: Dennis Read,
Treasurer

Department: Finance

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager to execute an Engagement Letter with Crawford and Associates, Certified Public Accountants, to perform audit preparation and produce financial statements for the FY2025 audit, or take other necessary action. (Dennis Read)

BACKGROUND:

The City of Muskogee contacted Crawford and Associates to perform audit preparation for FY2024-2025. The cost of their audit preparation is on an hourly basis and they cannot give a not-to-exceed limit on their fees.

RECOMMENDED ACTION:

Authorize the City Manager to execute the audit preparation engagement letter with Crawford and Associates for the fiscal year 2025.

Fiscal Impact

Attachments

Crawford FY25 Engagement Letter



June 24, 2025

Honorable Mayor and Members of the City Council
City of Muskogee
PO Box 1927
Muskogee, OK 74402

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Muskogee (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Muskogee management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Muskogee contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Muskogee are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- Audit preparation assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Muskogee, Oklahoma as of and for the year ended June 30, 2024, and June 30, 2025. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Muskogee, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$275
- Shareholders \$190
- Senior Managers \$170
- Managers \$150
- Senior Professional Staff \$130
- Professional Staff \$90
- Clerical Staff \$60

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request. In the event we complete FY 2024 and FY 2025 prior to the end of FY 2026, we may begin interim preparations in the spring of 2026 to facilitate a more timely issuance of FY 2026's financial statements.

The term of this engagement is a period from July 1, 2025 through June 30, 2026. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Muskogee.

Respectfully submitted and agreed to by,

A handwritten signature in black ink, appearing to read 'Frank Crawford', is written over a light blue circular watermark that contains the text 'Crawford & Associates, P.C.'.

Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Muskogee:

By: _____

Title: _____

Date: _____



Finance Committee

5.

Meeting Date: 07/14/2025

Submitted For: Mark Wilkerson, Parks & Recreation

Initiator: Ashley Wallace

Department: Parks & Recreation

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of final payment to RJR Enterprises, Inc., in the amount of \$26,377.88, for the Langston Park Splash Pad, Project No. 2023029, or take other necessary action. (Mark Wilkerson)

BACKGROUND:

Langston Park is located at the SE corner of the intersection of Euclid Ave. and Sandow Street. This two (2) acre park north of Shawnee has a shaded picnic area, playground, and basketball court.

The splash pad project provided for the addition of a 1,300 SF splash pad east of the existing shade structure, two (2) new parking spaces with ADA accessibility, sidewalks connecting all elements of the project to the new splash pad, an additional shade structure, and site furnishings. The project also provided site grading, utility additions associated with the project elements, and sodding.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

Attachments

Final Pay App

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	PROJECT: <u>Langston Park</u>	APPLICATION NO: <u>3</u>	Distribution to:
City of Muskogee		PROJECT NO: <u>2023029</u>	<input checked="" type="checkbox"/> OWNER
837 E. Okmulgee		PERIOD TO: <u>June 21, 2025</u>	<input checked="" type="checkbox"/> ARCHITECT
Muskogee, OK 74403			<input checked="" type="checkbox"/> CONTRACTOR
FROM:	VIA (ARCHITECT): <u>PDG</u>	ARCHITECT PROJECT NO: <u>2023029</u>	
RJR Enterprises Inc.			
804 N 42nd St.			
Rogers, AR 72756		CONTRACT DATE: <u>1/7/2025</u>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....		\$291,030.50
2. Net change by Change Orders.....		\$(800.00)
3. CONTRACT SUM TO DATE (Line 1+2).....		\$290,230.50
4. TOTAL COMPLETED & STORED TO DATE.....		
a. Total Owner Paid Materials:	\$0.00	
b. Total Direct to Contractor:	\$0.00	
	(Column K on G703)	\$290,230.50
5. Less Retainage	5% % of Completed Work	
	Retainage this period	\$0.00
6. TOTAL EARNED LESS RETAINAGE		\$290,230.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	(Line 6 from prior certificate)	\$263,852.62

8. CURRENT PAYMENT DUE.....		\$26,377.88
9. BALANCE TO FINISH, PLUS RETAINAGE.....	(Line 3 Less Line 6)	\$26,377.88

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Approved in Previous Months by Owner :	0	
Total approved this Month :	\$0.00	\$800.00
TOTALS :	\$0.00	\$800.00
NET CHANGES by Change Order :	(\$800.00)	

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.


CONTRACTOR: RJR Enterprises Inc.
By: Ryan Brown Date: 11/18/2024

State of Arkansas County of Benton
Subscribed and sworn to before me this 1 day of January ### 2025
Notary Public: Ryan C. Brown
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 26,377.88
(Attach explanation if amount certified differs from the amount applied for.) Initial all figures on this Application and Continuation Sheet that are changed to conform with the amount certified

ARCHITECT:  Date: 06-23-2025

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to nearest dollar.

APPLICATION NUMBER: 3

APPLICATION DATE: 6/21/2025

PERIOD TO: 6/21/2025

ARCHITECT PROJECT NO: _____

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO.	SUB Change Order Number	DESCRIPTION OF WORK	SCHEDULED VALUE TOTAL CONTRACT VALUE	WORK IN PLACE			DIRECT PAY MATERIAL COST			TOTAL COMPLETED AND STORED TO DATE	% Completed to Date	BALANCE TO FINISH
				WORK FROM PREVIOUS APPLICATION (H)	WORK THIS PERIOD	WORK TOTAL TO DATE	MATERIAL FROM PREVIOUS APPLICATION (K)	MATERIAL THIS PERIOD	MATERIAL COST TO DATE			
1		Mobilization	5,000.00	250.00	\$0.00	5,000.00	0.00	0.00	0.00	\$5,000.00	100%	250.00
2		Bonding and Insurance	7,500.00	375.00	\$0.00	7,500.00		0.00	0.00	\$7,500.00	100%	375.00
3		Staking	5,250.00	262.50	\$0.00	5,250.00		0.00	0.00	\$5,250.00	100%	262.50
4		Earthwork Excavation	4,750.00	237.50	0.00	4,750.00		0.00	0.00	\$4,750.00	100%	237.50
5		Filter Fabric Silt Fence	1,417.50	19.58	0.00	1,471.50		0.00	0.00	\$1,471.50	100%	73.57
6		Electric Service	16,100.00	15,295.00	0.00	16,100.00		0.00	0.00	\$16,100.00	100%	0.00
7		Water Service	19,000.00	2,850.00	0.00	19,000.00		0.00	0.00	\$19,000.00	100%	0.00
8		Parking	3,780.00	189.00	0.00	3,780.00		0.00	0.00	\$3,780.00	100%	189.00
9		Parking	3,978.00	198.90	0.00	3,978.00		0.00	0.00	\$3,978.00	100%	198.90
10		Parking Blocks	2,500.00	125.00	0.00	2,500.00		0.00	0.00	\$2,500.00	100%	125.00
11		Drainline	4,392.00	1,432.80	0.00	4,392.00		0.00	0.00	\$4,392.00	100%	1,432.80
12		Cleanout	1,000.00	50.00	0.00	1,000.00		0.00	0.00	\$1,000.00	100%	50.00
13		Concrete	11,110.00	555.50	0.00	11,110.00		0.00	0.00	\$11,110.00	100%	555.50
14		5" Concrete	14,113.00	705.65	0.00	14,113.00		0.00	0.00	\$14,113.00	100%	705.65
15		Turf Flat	2,300.00	115.00	0.00	2,300.00		0.00	0.00	\$2,300.00	100%	115.00
16		Turf Berm	10,925.00	546.25	0.00	10,925.00		0.00	0.00	\$10,925.00	100%	546.25
17		Splash Pad Equipment with Install	125,000.00	10,000.00	0.00	125,000.00		0.00	0.00	\$125,000.00	100%	10,000.00
18		Rules Signage	3,500.00	0.00	3,500.00	3,500.00		0.00	0.00	\$3,500.00	100%	3,500.00
19		Bermuda Sod	10,350.00	10,350.00	0.00	10,350.00		0.00	0.00	\$10,350.00	100%	10,350.00
20		Construction Allowance	14,200.00	10,550.00	0.00	14,200.00		0.00	0.00	\$14,200.00	100%	11,350.00
21		Traffic Control Plan	5,750.00	1,250.00	\$0.00	5,750.00		0.00	0.00	\$5,750.00	100%	1,250.00
22		Alternate 1	18,315.00	0.00	18,315.00	18,315.00		0.00	0.00	\$18,315.00	100%	18,315.00
		TOTALS	290,230.50	\$63,114.94	\$21,815.00	\$290,230.50	\$0.00	\$0.00	\$0.00	\$290,230.50	100%	\$26,377.88

1

Finance Committee

6.

Meeting Date: 07/14/2025

Submitted For: Mark Wilkerson, Parks & Recreation

Initiator: Ashley Wallace

Department: Parks & Recreation

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the lowest and best bid in the amount of \$58,515.41, from Ellsworth Pavement Maintenance (EPM), for the Hatbox VA Parking Lot Improvements, Project No. 2025009, or take other necessary action. (Mark Wilkerson)

BACKGROUND:

Due to its extended use and wear over time, the North Hatbox VA parking lot is showing signs of damage and deterioration. The City of Muskogee solicited bids in the newspaper and online for a qualified contractor to complete the repairs and striping of the parking lot. The project includes: cleaning/surface preparation, crack seal, application of coal tar sealing, and striping of the Hatbox VA Parking Lot.

Two (2) bids were received and Ellsworth Pavement Maintenance (EPM) was the lowest and best bid in the amount of \$58,515.41. Contractors were asked to include alternate pricing for diagonal striping and the Parks Department decided not to include Alternate No. 2 - Diagonal Striping in the amount of \$8,612.33.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

Attachments

Hatbox Bid Tab

Finance Committee

7.

Meeting Date: 07/14/2025

Submitted For: Mike Stewart, Public Works

Initiator: Ashley Wallace

Department: Public Works

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the lowest and best bid in the amount of \$1,600,000.00, from Cook Consulting, LLC, for the ARPA Water Treatment Plant Improvements, Project No. 2025010, or take other necessary action. (Mike Stewart)

BACKGROUND:

The Muskogee Water Treatment Plant Pump Room contains high-service water distribution pumps that have reached or are nearing the end of their useful life. City Staff proposed installing new pumps with Variable Frequency Drives (VFDs), a discharge flow meter with actuator, and all necessary appurtenances. The completed improvements will replace aging water treatment and distribution infrastructure and help sustain water supply for Muskogee's growing community.

Bids were solicited in the newspaper and online in multiple plan rooms.

Cowan Engineering and City Staff recommend awarding the project to Cook Consulting, LLC.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

Attachments

Bid Tab

Engineers Recommendation



COWAN GROUP ENGINEERING, LLC
7100 N Classen, SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3381 F

City of Muskogee

**WTP Pump Room Improvements
and Flow Meter**
BID NO. 24-240

DATE June 12, 2025

I do solemnly swear that the below amount is correct,
reasonable and just.

Michael Taylor
Michael Taylor, P.E.



BASE BID		BID: 24-240				
ITEM NUMBER	DESCRIPTION	QTY	UNIT	COOKS CONSULTING		
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST	
1	MOBILIZATION AND BONDS	1	LS	\$ 226,000.00	\$ 226,000.00	
2	DEMOLITION	1	LS	\$ 15,000.00	\$ 15,000.00	
3	VARIABLE FREQUENCY DRIVE	2	EA	\$ 360,000.00	\$ 720,000.00	
4	VFD SPARE PARTS KIT	2	EA	\$ 72,000.00	\$ 144,000.00	
5	700 HP PUMP AND MOTOR SKID	1	EA	\$ 300,000.00	\$ 300,000.00	
6	FLOW METER	1	EA	\$ 30,000.00	\$ 30,000.00	
7	700 HP PUMP INSTALLATION	2	EA	\$ 50,000.00	\$ 100,000.00	
8	PIPING AND CHECK VALVE INSTALLATION	1	LS	\$ 30,000.00	\$ 30,000.00	
9	VALVE ACTUATOR REPLACEMENT	1	LS	\$ 35,000.00	\$ 35,000.00	
		BASE BID TOTAL			\$ 1,800,000.00	

Low Bidder



June 19, 2025

Mike Stewart, Public Works Director
City of Muskogee
229 W. Okmulgee, P.O. Box 1927
Muskogee, OK 74401

RE: City of Muskogee/Muskogee Municipal Authority
ARPA WTP Pump Room Improvements and Flow Meter ARP-23-0188-G
Bid Award Recommendation

Dear Mr. Stewart:

Pursuant to the bid opening held on June 12, 2025, please find the attached tabulation of bids for the project. The bid consisted of one (1) responsive bidder. The bid for the subject project was determined to be complete.

The apparent low bidder for the project is Cook Consulting, LLC, with the following base bid amount:

Base Bid Total	\$ 1,600,000.00
----------------	-----------------

Pursuant to the review of the bid package, bonds, and bid tabulation, the low bid is accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends the City of Muskogee/Muskogee Municipal Authority award the subject contract to the low bidder, Cook Consulting, LLC, at the Total Bid price of \$1,600,000.00.

Should you have any questions, please contact the undersigned at 405.463.3369

Sincerely,

COWAN GROUP ENGINEERING, LLC

A handwritten signature in blue ink that reads 'Michael Taylor'.

Michael Taylor, P.E.
Project Manager

cc: File

Finance Committee**8.**

Meeting Date: 07/14/2025

Submitted For: Kristal Keim, Public Works

Initiator: Kristal Keim, PW
Office Admin II

Department: Public Works

Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of the purchase of one (1) Kubota MX5400HST 4WD Tractor and accessories from Kubota/Stewart Martin, in the total amount of \$52,764.58, per State Contract SW0196NE, or take other necessary action. (Mike Stewart)

BACKGROUND:

This equipment is designed to efficiently cut through various terrains, including blind corners, ditches, and tree branches, when attached to tractors. It allows for mowing large areas more effectively than a zero-turn mower. The newest tractor in our fleet is one year old, while the second oldest is six years old. this equipment is utilized daily throughout the mowing season, which runs from March to November, depending on weather conditions.

RECOMMENDED ACTION:

Approval of purchase.

Fiscal Impact**FUNDING SOURCE:**

213-6020-441.64-50

Attachments

quote

contract

**Stewart Martin Equipment**

12751 HWY 75

Okmulgee, OK 74447

Phone: 918.756.3560

www.stewartmartinequipment.com

Whole Goods

Sales Invoice

SW0196NE

Sold To: CITY OF MUSKOGEE Phone: _____ Date: July 8, 2025
Address: _____ Salesperson: RICK
City: _____ State: _____ Zip Code: _____ County: _____
Email: _____

Customer Pick-Up: _____	Cash / Check #: _____	Extended Warranty:	
Delivery: _____	PO #: _____	No Ext:	1 Year:
Delivery Miles: _____	Finance Term: _____	2 Years:	

I (We), the undersigned, hereby order from Dealer the equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbance, transportation difficulties, or any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of the order.

Qty	New/Used	Description	Serial #	Stock #	Amount
1	NEW	KUBOTA MX5400HST 4WD TRACTOR		LIST	\$42,700.00
		NO CAB, R4 TIRES, LOADER VALVE		LESS STATE DISCOUNT 18%	(\$7,686.00)
1	NEW	KUBOTA LA1065A FRONTEND LOADER		LIST	\$10,331.71
		72" QUICK ATTACH BUCKET		LESS STATE DISCOUNT 18%	(\$1,859.70)
	NEW	LAND PRIDE FM2572 6FT FAIL MOWER		LIST	\$11,179.00
		WITH HD Y BLADES, BRUSH RAKE ASSY		LESS STATE DISCOUNT 17.00%	(\$1,900.43)

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

PRICES LISTED INCLUDE ALL APPLICABLE BONUSSES, INCENTIVES, AND REBATES

Trade-In Information				
Qty	Make	Description	Serial #	Amount

Complete this section when tractors are sold. Statistics show that severity of injuries are greatly reduced and fatalities practically eliminated through use of ROPS and a seat belt if a tractor overturns. I have been advised and understand that the use of ROPS and a seat belt are recommended in almost all applications.

Signature of Purchaser _____

Trade-In Allowance	\$0.00
Less Amount Owed:	\$0.00
Net Trade-In Allow:	\$0.00

Sales Tax @:	0.000%	\$0.00
Delivery		
Cash Price		\$52,764.58
Cash with Order		
Trade-In		\$0.00
Total: Cash & Trade		\$0.00
Unpaid Cash Balance		\$52,764.58
Other Charges		
Balance Due		\$52,764.58

I (We) promise to pay the Balance Due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

THANK YOU - WE APPRECIATE YOUR BUSINESS!!

Received By _____

Date Signed _____

Warranty Information: For New Equipment, please see the manufacturer's warranty statement for details. For Used Equipment, Equipment is sold "AS-IS" with no warranties either expressed or implied.

I _____ am engaged in the business of farming, and the farm machinery and equipment I have purchased will be exclusively and directly used in the agriculture production of food or fiber as a business. I am aware that any false representation made by me in an attempt to purchase farm machinery and equipment free from Oklahoma sales tax is a misdemeanor.

NOTICE: Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Kubota.

If you wish to opt-out of telematics, please Initial here: _____

WE LOOK FORWARD TO SEEING YOU AT ANY OF OUR LOCATIONS!**OKMULGEE - MUSKOGEE - BIXBY - BROKEN ARROW**



OKLAHOMA

CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000294838
 NEWTON EQUIPMENT LLC
 12751 HIGHWAY 75
 OKMULGEE OK 74447-6571
 USA

Contract ID			Page
000000000000000000000000006815			1 of 1
Contract Dates	Currency	Rate Type	Rate Date
02/07/2023 to 02/06/2025	USD	CRRNT	PO Date
Description:		Contract Maximum	
SW0196NE-GroundMaint equ&servi		0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	21101701 / Agriculture/Farm Equipment Tractors and Farm Tractors, Heavy duty Tractors, Articulating Tractor (Slope Mower, Utility Tractor), Tractor attachments, Compact Tractors, Sub-Compact Tractors, Tractor attachments and Implements, Combines, Harvesters all complete with standard options and accessories, Aerators (Walk-behind or Stand-on), Aerators (Tow-Behind Sod Cutters, Over Seeders, Power Rakes, Detachers, Turf equipment, Off road Utility vehicles, Standard bed, level lift bed. water tanks. Seeders, Sprayers, tillers, backhoes, parts, attachments, and accessories, Rollers, Fertilizer Spreaders. This does not mean residential lawn tractors. This is for large tractors and pieces of equipment used in farming operations or for maintaining large areas of land and right of ways. Cotton, Hay & Forage, Tillage.	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.00000	EA	0001		
2	21101701 / Implements and Attachments used on Agriculture and Farm Equipment cultivation, planting, fertilizing, irrigation and harvesting. This is for the attachments and implements that are attached to tractors such as tillers, rakes, blades, diggers, hoes, hay equipment, pluggers, cutters and mowers attached to a tractor such as a flex, rotary, booms. Equipment used to maintain large areas of land and rights-of-way.	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.00000	EA	0003		

COMMENTS:

This Contract resulted from RFP#0900000552 for SW0196NE: Ground Maintenance equip & services.

Contract Period: 02/07/2023 through 02/06/2025
 Agreement Period: 02/07/2023 through 02/06/2028

Contact: Rick Brown
 Phone: 918-756-3560
 Email: rick@smekubota.com

Note: Agency to fill in brand and model and price at time of order.

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Amanda Otis (Jan 9, 2024 11:03 CST)



SW0196NE.PSC#6815 Need sign.PDF

Final Audit Report

2024-01-09

Created:	2024-01-09
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAErYbS5P5sZ-MnAxROu3nVUKKXbvR7-XI

"SW0196NE.PSC#6815 Need sign.PDF" History

-  Document created by cini Zacharia (cini.zacharia@omes.ok.gov)
2024-01-09 - 3:50:34 PM GMT- IP address: 165.225.36.110
-  Document emailed to Amanda Otis (amanda.otis@omes.ok.gov) for signature
2024-01-09 - 3:50:53 PM GMT
-  Email viewed by Amanda Otis (amanda.otis@omes.ok.gov)
2024-01-09 - 5:02:59 PM GMT- IP address: 165.225.36.106
-  Document e-signed by Amanda Otis (amanda.otis@omes.ok.gov)
Signature Date: 2024-01-09 - 5:03:15 PM GMT - Time Source: server- IP address: 165.225.36.106
-  Agreement completed.
2024-01-09 - 5:03:15 PM GMT



Finance Committee

9.

Meeting Date: 07/14/2025

Submitted For: Mike Stewart, Public Works

Initiator: Ashley Wallace

Department: Public Works

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the lowest and best bid in the amount of \$675,881.00, from Beytco, Inc., for the Keetowah Lift Station No.16, Project No. 2025003, or take other necessary action. (Mike Stewart)

BACKGROUND:

The Keetowah Lift Station No. 16 is located east of York St. off of Harris Rd.

The project includes:

- Demolition of the existing lift station that has exceeded its useful life span.
- Construction of a Manufactured Equipment Enclosure system.
- Construction of a new lift station including:
 1. Two (2) new self-priming pumps.
 2. New Stand-by Generator
 3. Three (3) new Manhole Stations and two (2) new wet wells.
 4. New electrical service and automatic transfer switch.
 5. New fencing around the perimeter with 45 degree overhang arms.

Three (3) bids were received. HUB Engineers recommended the low bidder, Beytco, Inc., of Sapulpa, Oklahoma, to be awarded the contract in the amount of \$675,881.00.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

Attachments

Bid Tab

Engineer's Recommendation Letter

BID TABULATION Wastewater System Improvements Keetoowah Lift Station Replacement (No. 16) Muskogee Municipal Authority ORF-17-0019-CW HUB Project No. 24MUSKKEEPS June 24, 2025, 11:00 a.m.				CONTRACTOR Beytco, Inc. PO Box 658 Sapulpa, OK 74067		CONTRACTOR Cook's Consulting LLC PO Box 10 Fort Gibson, OK 74434		CONTRACTOR Circle B Underground, LLC 1215 N Main Bristow, OK 74010	
				Total Bid	\$675,881.00	Total Bid	\$754,000.00	Total Bid	\$900,918.00
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BID SCHEDULE									
1	All work shown on the Plans or required by the Specifications.	1	LS	631,631.00	\$631,631.00	721,000.00	\$721,000.00	856,218.00	\$856,218.00
2	Undercut soft areas and backfill with graded limestone rock.	150	TONS	95.00	\$14,250.00	20.00	\$3,000.00	98.00	\$14,700.00
3	Allowance for work <u>NOT</u> shown on the plans or required by the specifications.	Allowance		30,000.00	\$30,000.00	30,000.00	\$30,000.00	30,000.00	\$30,000.00

818 East Side Boulevard
Post Office Box 1543
Muskogee, OK 74402
P: (918) 682-7811
F: (918) 682-4551



2001 N Willow Avenue
Broken Arrow, OK 74012
P: (918) 251-0717
F: (918) 251-0754
hubengineers.com

ENGINEERS

July 8, 2025

Ashley Wallace
Project and Contract Coordinator
Project Department
City of Muskogee
PO Box 1927
Muskogee, OK 74402
awallace@muskogeeonline.org

Re: Keetoowah Lift Station (No. 16)


Dear Ms. Wallace:

We have tabulated the bids received on June 24, 2025, on the above referenced project. A copy of the bid tabulation is attached.

The low bidder was Beytco, Inc. of Sapulpa, Oklahoma. To the best of our knowledge, Beytco, Inc. is capable of performing the work and should be considered for award of the contract in the amount of \$675,881.00.

Sincerely,

HOLLOWAY, UPDIKE AND BELLEN, INC.



Jay Updike
Vice President

JU:mm 24MUSKKEEPS

Finance Committee**10.**

Meeting Date: 07/14/2025

Submitted For: Kristal Keim, Public Works

Initiator: Kristal Keim, PW
Office Admin II

Department: Public Works

Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of Sourcewell pricing from Stewart Martin Equipment in the amount of \$127,388.64, for the purchase of one (1) Kubota KX057-5R3AP Mini-Excavator with attachments, for use in the Street Division in Public Works, or take other necessary action. (Mike Stewart)

BACKGROUND:

The Street Division in the Public Works department currently doesn't have a mini-excavator. Whenever we need one, we typically borrow from Water Distribution or Pollution Control divisions, but they are often in use, making it difficult for us to access one. The Street Division urgently requires its own mini excavator for work on storm drains and in tight spaces.

RECOMMENDED ACTION:

Approval purchase of Kubota Mini Ex KX057-5R3AP with Saw and Hammer.

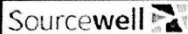
Fiscal Impact**FUNDING SOURCE:**

213-6030-431.64-50

Attachments

quote

Sourewell Contract



Ground Maintenance, CE, Utility
Tractors, Mowers, RTVs - 112824-KDA
Ag Tractors with Related Attachments - 082923-KDA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 820067336

KX057-5R3AP WEB QUOTE #2891809

Date: 7/8/2025 11:52:07 AM

-- Customer Information --

RIGNEY, AVERY

17934

CITY OF MUSKOGEE

arigney@muskogeeonline.org

918-869-9080

Quote Provided By

Stewart Martin Equipment

RICK BROWN

12751 Hwy. 75

Okmulgee, OK 74447

email: rick@smekubota.com

phone: 9187563560

-- Standard Features --

-- Custom Options --



Kubota

K Series

KX057-5R3AP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

7" LCD Color Display
Auto Idler
Rubber Track Models
A/C ROPS/OPG Cab
Kubota 3 Hydraulic Pump Load
Sensing System
1 Gear, 2 Variable
Displacement Pumps
All Controls Hydraulic Pilot
Controls
Two Operating Pattern
Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets,
Service Alerts
Standard Front Dozer Blade w/
Float
360 Degree Full Rotation
70 Degree Left, 55 Degree
Right Boom Swing
19.8 gpm Adjustable Auxiliary
Hydraulics Port 1
9.8 Adjustable Auxiliary
Hydraulics Port 2 Option
Auxiliary Hydraulics Diverter
Valve
Thumb Bracket and Relief
Valves
Five Second Quick Preheat
System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed
Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

ENGINE

V2607 Kubota CR E5 Tier 4 Diesel Engine
4 Cylinder, 4 Cycle
46.4 Net HP @ 2200 rpm (SAE J1349)
47.6 Gross HP @ 2200 rpm (SAE J1995)

OPERATIONAL

DIMENSIONS

Max Digging Depth 12' 9"
Max Digging Radius @ Ground
Level 20' 1"
Max Vertical Digging Depth 5' 4"
Max Dumping Height 13' 8.6"

DOZER BLADE

DIMENSIONS

Width 77.2"
Height 16.1"
Lift Above Ground 17.3"
Drop Below Ground 15.9"

PERFORMANCE

Digging Force @
Bucket 10,172 lbs.
Digging Force @ Dipper Arm
5,463 lbs.
Travel Speed (Low) 1.7 mph
Travel Speed (High) 3.0 mph
Climbing Ability 36% / 20°
Lift Capacity 3,410 lbs.
Over Front
Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

STANDARD WARRANTY

Basic Warranty - 24 Months / 2000
Hours
Rubber Track Warranty - 12
Months / 1000 Hours

DIMENSIONS AND

OPERATING WEIGHT

KX057-5R3AP, Rubber Tracks,
ROPS/OPG (Top Guard, Level
1) Cab,
Angle Dozer Blade, Dipper
Arm, Counterweight, SP2
Overall Length 18' 1.3"
Overall Width 6' 5.2"
Overall Height 8' 4.4"
Operating Weight 13,051 lbs.*
Ground Clearance 12' 0.2"

*Includes operator's weight, 165
lbs.

KX057-5R3AP Base Price: \$96,249.00

(1) 24" QUICK ATTACH TRENCHING BUCKET \$1,933.00

K7919-24" QUICK ATTACH TRENCHING BUCKET

(1) QUICK ATTACH COUPLER \$1,383.00

K7915-QUICK ATTACH COUPLER

(1) 36" QUICK ATTACH TRENCHING BUCKET \$2,940.00

K7921-36" QUICK ATTACH TRENCHING BUCKET

(1) AT&T TELEMATICS MODEM \$461.00

DCU6700-AT&T TELEMATICS MODEM

(1) EXCAVATOR & WL TELEMATICS HARNESS \$167.00

K6704A-EXCAVATOR & WL TELEMATICS HARNESS

(1) Hydraulic Thumb \$3,411.00

K7937B-Hydraulic Thumb

(1) BR510 Series Breaker, 2.83" tool dia. Width \$15,612.00

AP-BR510-02-21-BR510 Series Breaker, 2.83" tool dia. Width

Configured Price: \$122,156.00

Sourcewell Discount: (\$29,473.56)

SUBTOTAL: \$92,682.44

K-Maintenance: \$5,076.53

Dealer Assembly: \$179.67

Freight Cost: \$850.00

PDI: \$400.00

Total Unit Price: \$99,188.64

Quantity Ordered: 1

Final Sales Price: \$99,188.64

Purchase Order Must Reflect Final Sales Price.

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

053 36" saw blade 28,200.00

Total \$127,388.64

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

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Kubota Tractor Corporation**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

\$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

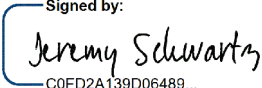
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

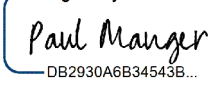
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Kubota Tractor Corporation

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/28/2025 | 7:10 PM CST

Signed by:

 By: DB2930A6B34543B...
 Paul Manger
 Title: Executive Director
 Date: 1/28/2025 | 3:12 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

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

Submission Details

Created On: Tuesday October 22, 2024 13:18:58
Submitted On: Monday November 25, 2024 13:26:15
Submitted By: Michael Bond
Email: michael.bond@kubota.com
Transaction #: 6c8c299d-1c2e-4d96-808b-702dddc44484
Submitter's IP Address: 209.249.99.117

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Kubota Tractor Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes - Kubota Tractor Corporation	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Kubota Tractor Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	423820 others apply as well	
6	Proposer Physical Address:	1000 Kubota Drive Grapevine, TX 76051	*
7	Proposer website address (or addresses):	www.kubotausa.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Paul Manger Executive Director 1000 Kubota Drive, Grapevine, TX 76051 Paul.Manger@kubota.com (817) 756-1171	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trisha Davis National Accounts Gov't Specialist 1000 Kubota Drive; Grapevine, TX 76051 Trisha.Davis@kubota.com (817) 876-5819	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Adams Manager, National Accounts Sales 1000 Kubota Drive; Grapevine, TX 76051 Mark.Adams@kubota.com (630) 488-8001	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Who Kubota is, and will continue to be, is summed up in this statement - We are dedicated to food, water, and life. Kubota Corporation was established in 1890 as a metal casting business. When cholera was spreading through Japan, Kubota began mass domestic production of the nation's first cast iron pipes to help people avoid the disease.</p> <p>The company's founder Gonshiro Kubota believed, "Products that help the country prosper cannot be born without pouring all of your knowledge and soul into its development."</p> <p>He also believed, "Our products should not only be technically excellent, but also useful for the good of society." Inheriting these philosophies, the company has always stood up to social issues. Kubota Corporation developed agricultural machinery to combat the food shortage in post-war Japan, and established water and waste management, as well as an urban infrastructure development business to deal with the rapid economic growth of the country.</p> <p>Starting at the turn of the century, Kubota Corporation began expanding its global operations. In 2021, overseas revenue ratio reached 78%, spanning 120 countries and regions around the world where it is tackling sophisticated local climate and environmental challenges. Currently, Kubota Corporation treats food, water, and environment as one business area that leverages each other and is developing new solutions to combat the challenging and complex issues.</p> <p>In 1972 Kubota established the first overseas tractor sales base in the United States. As Kubota had been approached by the American company Ford about the OEM supply of small tractors in 1967, it had been decided to enter the North American market with its own brand. The demand there was overwhelmingly for petrol engines, but Kubota had completed a multi-cylinder, lightweight and compact engine that overcame the problems with diesel engines, so it decided to limit exports to these diesel products. The company's compact diesel tractors were highly rated as having a performance and usability in line with larger models, and they became established in the American market, with over 2,000 sold in 1972. The company therefore created the Kubota Tractor Corporation (KTC) in Compton City, California, as a joint operation with the Marubeni Corporation, an export partner. KTC acted as a sales base and greatly expanded the market for the products.</p> <p>In 1974 In order to rebuild the company's construction machinery business, a decision was made to focus on compact vehicles, and the organization, production bases and sales system were all renewed. The KH1 fully-rotating mini back-hoe (compact pneumatic shovel) was completed in 1974, and would become the base machine for the company.</p> <p>In the latter half of the 1970s, the opportunities for the use of the mini back-hoe increased as there was an increase in small-scale construction work ordered by local authorities and urban-style construction for the improvement of the living environment. As Kubota had been first in the market, the sales volumes rose steadily. In 1979, a new construction machinery division was created to bring together the technology, sales and manufacturing of the products.</p> <p>For a full selection of Kubota literature please refereee to KubotaUSA.com and kubotaengine.com for up to date history and product knowledge.</p>
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12	What are your company's expectations in the event of an award?	<p>Kubota Tractor Corporation is honored to have served our Sourcewell partnership and its prospective members who have purchased our Kubota equipment through Sourcewell since 2012.</p> <p>Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota has an extensive array of dealer training tools to support continued growth. Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible.</p> <p>Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Team for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support.</p> <p>Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talking Tactics, Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help.</p> <p>Kubota's expectations in the event of an award would be to focus on customer needs and continued growth across all our governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Kubota dealer network of over 1,100 plus dealers. If awarded, we will send out an internal Dealer Bulletin to our entire dealer network and Kubota salesforce, applicable to governmental, introducing the contract along with ways to train our salesforce, market and grow the contract. We are looking forward to this exciting opportunity to further grow our Kubota business and serve member needs together with our Dealer Network in the new RFP 112624 - Grounds Maintenance Equipment and Related Attachments. If awarded, we will be able to offer a wide array of equipment to fit the needs of Sourcewell members.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Financial information has been uploaded. These documents include general information such as Dunn and Bradstreet number, and federal ID numbers. As well as more specific financial information such as creditors and banking information.	*
14	What is your US market share for the Solutions that you are proposing?	Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire product portfolio's in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire Ag & Turf product portfolio in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, Kubota Tractor Corporation has never petitioned for bankruptcy protection.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Kubota Tractor Corporation is a United States licensed Distributor and marketer of Kubota Japan (KBT).</p> <p>We are supported by our 1,100 plus dealer network which is independent of Kubota Tractor Corporation. Our dealers are independently owned companies who are able to support a wide variety of customers, markets, and product support including technical, parts, service, and onsite warranty work. Our dealerships have been proudly transacting and serving Sourcewell customers for many years, and look forward to a continued and prosperous partnership under this RFP. Our Kubota dealers are very experienced in properly quoting and transacting Sourcewell bids, and have formed many long-term relationships over the years with the Sourcewell purchasing entities. We at Kubota Tractor Corporation are fully authorized by Kubota Japan to transact on their behalf as their fully authorized USA distributor. Kubota also has a dedicated full time staffed government department to represent all governmental needs.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Kubota maintains all licenses and certifications necessary to conduct business in the U.S. and Canada. Our commitment to environmental excellence is witnessed in achieving our SO 14001 environmental certifications. SO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization.</p> <p>Additionally, all divisions have achieved SO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota's commitment to excellence in quality and design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None - Not Applicable</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>CSS Design Awards is one of the top three global web design awards alongside FWA (Favorite Website Awards) and awards. Judges from around the world evaluate websites on three categories: UI Design, UX Design, and Innovation. Kubota's Kubota Future Cube was ranked eighth out of 365 entries for 2022's Website of the Year. Furthermore, the cutting-edge website was awarded the Best Innovation award. Kubota is the first Japanese company to receive the annual award from CSS Design Awards.</p> <p>#1 selling compact excavator in the world for 18 years; #1 selling sub-compact tractor in the US; #1 rated reliability and durability by Progressive Farmer; Highest resale value for select construction equipment. Kubota Tractor Corporation has beefed up its compact tractor lineup with four new models. The company announced the addition of a new LX20 Series, with the LX3520 and LX4020 as the first two entrants. It also is expanding its popular LO2 Series, with the introduction of the L2502 and L4802. The two models added to the LX20 Series offer a multitude of improvements. Along with new horsepower offerings of 35 and 40, both are available in a factory-installed cab or ROPS configuration. A "special utility," or SU, model cab option is available for the LX3520.</p> <p>2023</p> <ul style="list-style-type: none"> - U10-5 Rental Equipment Register, Innovation Award, 2023 - CE Attachments Concrete Contractor: Top Product Award, 2023 (plate compactors)-F3710 Front Mount Mower Landscape Business: 20 for 2023 Award, - F3710 Front Mount Mower Green Industry Pros: Editor's Choice Award 2022 - L47 TLB: Equipment Watch: Highest Retained Value Awards, 2022 - U10-5 Landscape Business: 20 for 2022 Awards, 2022 - U10-5 Green Industry Pros: Editor's Choice Awards, 2022 - U10-5 Rental Magazine: Editor's Choice Awards, 2022 - U10-5 Equipment Today: Contractor's Top 50 New Products, 2022 - U10-5 Construction Equipment: Top 100 New Products, 2022 - U10-5 Compact Equipment: Innovative Iron Awards, 2022 - K008-5 Green Industry Pros: Editor's Choice Awards, 2022 <p>2021</p> <ul style="list-style-type: none"> - SSV Series: Equipment Watch: Highest Retained Value Awards, 2021 - SVL97-2 Equipment Today: Contractor's Top Products, 2021 - SVL97-2 Rental Magazine: Editor's Choice Awards, 2021 	

		<ul style="list-style-type: none"> - KX057-5 Rental Magazine: Editor's Choice Awards, 2021 - KX057-5 Construction Equipment: Top 100 New Products, 2021 - U55-5 Rental Magazine: Editor's Choice Awards, 2021 - U55-5 Construction Equipment: Top 100 New Products, 2021 - RTV-520 Pro Tools Review: Innovation Awards, 2021 - SZ Series Landscape Business: 20 for 2021 New Product Awards, 2021 - SZ Series Green Industry Pros: Editor's Choice Awards, 2021 - Z422 Zero Turn Mower Pro Tools Review: Innovation Awards, 2021 - SZ Series Pro Tools Review: Innovation Awards, 2020 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2020 - SCL1000 Landscape Business: 20 for 2020 New Product Awards, 2020 - SCL1000 Construction Equipment: Innovative Iron Showcase, 2020 - SCL1000 Construction Equipment: Top 100 New Products, 2020 - SCL1000 Green Industry Pro's: Editor's Choice Awards, 2020 - SCL1000 Rental Magazine: Editor's Choice Awards, 2020 - SCL1000 Equipment Today: Contractor's Top 50 New Products, 2020 - CE Attachments Construction Equipment: Attachments Awards, 2020 - RTV-XG850 Sidekick Pro Tools Review: Innovation Awards, 2020 <p>2019</p> <ul style="list-style-type: none"> - U35-4: Equipment Watch: Highest Retained Value Awards, 2019 - SVL65-2 Equipment Today: Top 50 New Products, 2019 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2019 - SVL65-2 Rental Magazine: Editor's Choice Awards, 2019 - SZ Series Green Industry Pros: Editor's Choice Awards, 2019 - B01 Series Construction Equipment: Top 100 New Products, 2019 <p>2018</p> <ul style="list-style-type: none"> - SVL Series: Equipment Watch: Highest Retained Value Awards, 2018 - RTV-XG850 Sidekick Equipment Today: Contractor's Top 50, 2018 - RTV-XG850 Sidekick Compact Equipment: Innovative Iron Awards, 2018 - RTV-XG850 Sidekick Construction Equipment: Top 100 New Products, 2018 - RTV-X1120 Construction Equipment: Top 100 New Products, 2018 <p>By Product Line:</p> <p>ZD Series - ZD Series mowers rank as the number one selling diesel zero-turn mower series for more than 5 years." - Claim is based on Outdoor Power Equipment Institute market statistics from 2017 - 2021 unit shipments.</p> <p>Z400 Series - "Class-leading speed." - Claim is based on speeds published on company websites as of 11/08/2021 for the following 52"- 54" zero-turn models Gravely Pro-Turn ZX, Scag Patriot, Exmark Radius S Series, Toro Titan HD 2000 Series, Hustler Fastrak SDX, John Deere ZTrak.</p> <p>BX Series- #1 selling sub-compact tractor in the U.S. for over Ten years.</p> <p>Disclaimer: Based on EDA tractor sales data of under 20 horsepower models from 2009 to 2020</p> <p>-Rated #1 for durability and owner experience - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study.</p> <p>- #1 rated reliability under 100 HP tractors in the USA."</p> <p>Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Report Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. "</p> <p>B series - "#1 rated reliability under 100 HP tractors in the USA." - 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers. We are a partner who is fully committed to our governmental customer purchase requirements. With our dedicated team we work solely with our government customers and our dealer network as we continue to increase our sales volume in this key segment.	*
22	What percentage of your sales are to the education sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the educational sector sales volume history of our valued customers. We are a partner who is fully committed to our educational customer purchase requirements. With our dedicated team we work solely with our educational customers and our dealer network as we continue to increase our sales volume in this key segment.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Kubota holds a variety of state participating addendums. Including but not limited to New York state, Nevada, Kentucky, and Arkansas.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KTC dealerships individually hold specific GSA and SOSA contracts and act independently in their transactions under these contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami-Dade County	Bernalt Velasquez	(305) 794-2051	*
City of Hollywood	Jacques Pierre-Louis	(305) 761-9737	*
Arlington Independent School District	Todd Lane	(214) 435-8368	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Kubota's has over 1,100 dealer locations nationwide as well as our sales force within the Kubota Tractor Corporation National Accounts department. The sales coverage is in place for all 50 states and Canada by both our dealers sales force which averages four sales representatives per location which conservatively averages over 4,000 representatives. Kubota in Canada has 155 dealer locations with similar sales force averages. Additionally, Kubota Tractor Corporation directly employs 51 regional sales managers, five district sales managers, and five division sales managers. The Kubota sales force is essential for educating and instructing dealers in promoting and supporting government, educational, and non-profit entities. This combined sales effort will also drive new Sourcewell member growth and engagement with our Global Major Brand. Kubota dealers are also supported by a network of product sales specialist specific in Agricultural, Construction equipment business development managers, Compact Utility Specialist, Hay Tool Specialist, Turf Field Staff and Utility Vehicle Product and Sales Team Specialist throughout the United States and Canada. All positions are designed to fully support our dealers in market trends, relevant industry updates and sales campaigns, market support and pricing to better position our dealers for sustained sales growth within their regions. The Kubota dealers are all fully authorized sellers on our contract and can quote, accept PO's, and invoice Sourcewell member entities.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The Kubota dealer network encompasses approx. 500 dealer owners with approx. 1,145 dealer locations throughout the USA. Over 60% of our dealer owners own multiple dealer locations, and average 25 or more years of industry experience.	*
28	Service force.	Kubota places a high level of importance on quality, dependability and service support. Kubota dealers average over twice as many service technicians as sales representatives. Kubota dealers invest heavily in training and recruiting of service technicians, with each averaging 9 service technicians on average. This has resulted in nearly 10,000 certified service technicians across Kubota's dealer network. Many of these have mobile service vehicles as well to service onsite. Kubota's Canadian dealer network has similar averages of service technicians in its 150 plus dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide a strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. The factory training is facilitated by the Kubota Corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations. Kubota also provides training on all equipment within our Kubota University entity who holds an annual training in Florida for both US and Canada dealers in the months of January through February where dealers are allowed to learn about Kubota's products as well as the competitor's equipment.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All of the Sourcewell transactions are handled by our dealer network directly. This allows Sourcewell members the opportunity to interact with their local Kubota dealerships. The local dealers within Kubota are very active members of their local communities, and have strong ties to them. Any purchasing entity that requests quotations from Kubota Tractor is automatically redirected to their local Kubota dealership for follow up, including them gaining an understanding of what the purchasing entity is seeking, including what kind of attachments and accessories it seeks. From there, the dealership is able to build an accurate quote based on what the Sourcewell member has requested. If the Sourcewell member approves of the quotation, our Kubota dealers are well skilled to not only procure the equipment internally, but also very capable in assembling the requested attachments and accessories. Once fully assembled and inspected, our dealers not only provide transportation to the Sourcewell member, but will also assist them with equipment familiarization, maintenance tips, and any other assistance in the safe operation of the equipment. Kubota offers extensive maintenance contracts for those purchasing entities for those who choose it. It allows Sourcewell members to take their equipment to the dealer of their choice to provide routine maintenance at various usage thresholds (50 hours, 100 hours, etc.)</p> <p>Sourcewell members will contact their local Kubota dealers directly for a quote. If Kubota National Accounts are contacted by a Sourcewell member, we assist them in directing them to their local dealer. The local Kubota dealership will provide the Sourcewell member with a Kubota authorized quotation, reflecting the proper discounts on the contract. The quotes are created utilizing the internal quote tool utilized by Kubota, "Build My Kubota (BMK) quote tool.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The customer service aspect of our Sourcewell relationship remains vital to our dealer network. Our dealers work on the front line for KTC by handling customers at a personal level. Our dealer metrics program has been updated for 2025 and will reward our top performing dealers, giving them the incentive to be the best in multiple categories. Beyond our dealers, support is provided by the various departments at KTC. Customer service outlets such as the Technical Service Center, Customer Satisfaction, parts/warranty departments are there to provide Sourcewell a quick solution. Response time during business hours will be typically be immediate, and never to exceed 4 hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Kubota will provide full service and support to all Sourcewell members in all 50 states in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide all Sourcewell member full service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Kubota will fully service all geographic areas of the United States and Canada with the proposed Sourcewell Contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Kubota will fully service and honor all Participating Entities if awarded under this contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members efficiently.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Kubota is able to provide service to all participating entities including state/county/local government, educational, and non-profit sectors. As a Global Major Brand with a global presence, Kubota is committed to serving all Sourcewell members equally and fully in the US and Canada.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>This marketing plan leverages Kubota's established reputation, government and educational sector growth, and Sourcewell's cooperative purchasing advantages to attract and retain government, educational, and non-profit clients.</p> <p>1. Marketing Strategy for Sourcewell Opportunities</p> <ul style="list-style-type: none"> • Targeted Outreach to Government and Educational Entities: Kubota's marketing approach includes promoting Sourcewell cooperative contracts to government agencies, municipalities, non-profit organizations, and educational institutions to highlight streamlined purchasing processes, competitive pricing, and high-quality equipment that Sourcewell contracts offer. • Local Dealer Involvement and Training: Kubota collaborates with its extensive dealer network to ensure they are knowledgeable about Sourcewell contracts. Dealers are trained to reach out to local government, school districts, and non-profits to showcase the ease and benefits of using Sourcewell contracts for their equipment needs. • Digital Marketing and Online Visibility: Kubota leverages its online platform and digital advertising to target Sourcewell-eligible organizations. This includes informative content on Kubota's website, social media channels, and educational videos on how government and educational entities can benefit from Sourcewell contracts. • Trade Shows and Industry Events: Kubota participates in trade shows focused on municipal, educational, and non-profit sectors, showcasing equipment suitable for these audiences and providing Sourcewell information directly to attendees. • Cooperative Purchasing Webinars: Kubota hosts webinars or partners with Sourcewell to conduct informational sessions aimed at educating prospective buyers on the benefits of cooperative purchasing. This includes case studies of successful implementations in similar entities. <p>2. Growth in Government, Non-Profit, and Educational Sales</p> <ul style="list-style-type: none"> • Government Sales Growth: Kubota has seen growth in government sales, driven largely by increased awareness of cooperative purchasing benefits through Sourcewell. This includes increased contracts with municipal maintenance departments for equipment such as mowers, compact tractors, and utility vehicles that support grounds maintenance, landscaping, and snow removal. • Non-Profit Sector Sales: Kubota's partnerships with non-profit organizations have expanded, particularly in sectors needing durable outdoor equipment, like conservation organizations and community development groups. The Sourcewell contract's streamlined process allows non-profits to acquire essential equipment within budget constraints. • Educational Institutions: Kubota has seen increased interest from K-12 schools, universities, and other educational facilities for groundskeeping and facility maintenance solutions. School districts, in particular, benefit from using Sourcewell contracts to purchase mowers, compact tractors, and utility vehicles for campus upkeep. <p>3. Contracts and Initiatives Supporting Growth</p> <ul style="list-style-type: none"> • Dedicated Sourcewell Contracts: Kubota's dedicated Sourcewell contract enables eligible entities to access equipment at pre-negotiated rates without a lengthy bid process. This contract has facilitated growth in Kubota's public sector sales by providing a reliable framework for purchasing. • Sustainability Initiatives: Kubota's commitment to environmentally friendly technology has supported growth in the non-profit sector, as organizations increasingly seek eco-friendly options. Kubota promotes its energy-efficient engines and low-emission equipment in marketing materials targeting these sectors. • Community and Educational Support Programs: Kubota has initiated community outreach programs, including partnerships with technical schools and universities. These initiatives not only promote Kubota's equipment but also support educational development in agricultural and construction fields. <p>4. Messaging and Key Selling Points for Sourcewell-Eligible Entities</p> <ul style="list-style-type: none"> • Emphasis on Ease and Efficiency of Cooperative Purchasing: Kubota's marketing emphasizes the simplicity and time savings of using Sourcewell contracts, which eliminate the need for a lengthy bid process. • Showcasing Product Reliability and Versatility: Marketing materials emphasize Kubota's reputation for durable, versatile equipment, which is ideal for government and educational needs. Examples include tractors and mowers that can be used across multiple applications, from landscaping to snow removal. • Highlighting Long-Term Value and Service Commitment: Kubota promotes its long-term value proposition by highlighting service plans, genuine parts availability, and extended warranties, which are particularly appealing to budget-conscious government and non-profit buyers.
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Kubota uses a range of digital technologies to support and enhance its Sourcewell marketing efforts, effectively reaching government, non-profit, and educational entities. Through these technology-driven strategies, Kubota enhances its Sourcewell marketing by building awareness, engaging directly with potential buyers, and providing convenient resources for decision-making. This integrated approach improves Kubota's reach and effectiveness in the public and institutional market segments.</p> <p>Here are some key strategies and examples of Kubota's technology-driven marketing efforts:</p> <ol style="list-style-type: none"> 1. Social Media for Brand Awareness and Engagement <ul style="list-style-type: none"> • Targeted Content on Social Media Platforms: Kubota actively uses social media channels, including LinkedIn, Facebook, Twitter, and Instagram, to promote Sourcewell opportunities to government and educational entities. LinkedIn, for example, allows Kubota to connect directly with public sector professionals and share relevant posts about cooperative purchasing benefits and case studies of successful Sourcewell partnerships. • Campaigns Highlighting Sourcewell Benefits: Kubota runs targeted ad campaigns focused on Sourcewell contracts, emphasizing the streamlined purchasing process and cost savings. These campaigns may highlight specific equipment suitable for government and educational use (e.g., mowers for school campuses, utility vehicles for municipalities). • Customer Testimonials and Case Studies: Kubota shares posts and videos on social media that showcase real-life testimonials from Sourcewell users in government and non-profit organizations, creating relatable content that resonates with potential buyers. 2. Metadata and SEO to Improve Online Visibility <ul style="list-style-type: none"> • Optimized Website Content for Sourcewell Searches: Kubota's website content, especially pages related to government and institutional purchasing, is optimized with keywords like "Sourcewell contracts," "government equipment purchasing," and "Kubota cooperative contracts." This helps Kubota rank higher in search results for public procurement professionals looking for relevant information. • Structured Data and Meta Tags: Kubota uses metadata, structured data, and meta tags to provide search engines with clear signals about their Sourcewell offerings. By tagging pages with terms that are commonly searched by municipal and educational buyers, Kubota can increase organic visibility for users researching cooperative purchasing options. • Landing Pages and Conversion Optimization: Kubota has developed specific landing pages that detail the benefits of Sourcewell contracts, making it easy for visitors to access relevant information and connect with a representative. These pages are optimized for conversions, with clear calls to action, contact forms, and interactive tools to locate nearby dealers. 3. Email Marketing for Direct Outreach <ul style="list-style-type: none"> • Targeted Email Campaigns: Kubota uses email marketing to target Sourcewell-eligible entities, such as government departments, school districts, and non-profits. By segmenting these lists, Kubota can deliver personalized content, like special contract offers, product updates, and case studies showing the impact of Kubota equipment in similar sectors. • Automated Drip Campaigns: Email automation allows Kubota to nurture leads over time. For example, if a government official downloads a Sourcewell brochure, they may enter a series of follow-up emails with information on specific products, dealer contacts, and the benefits of cooperative purchasing. 4. Website and Analytics Tools <ul style="list-style-type: none"> • Sourcewell Resource Pages with Downloadable Content: Kubota's website features dedicated Sourcewell resource pages that include downloadable PDFs, video case studies, and product catalogs tailored to government and institutional buyers. This content provides valuable information while giving Kubota insights into user engagement through download tracking. • Analytics and Conversion Tracking: Using analytics tools like Google Analytics, Kubota tracks the effectiveness of their Sourcewell-related web traffic, measuring conversion rates, page views, and user flow. This data helps Kubota refine its content strategy to better attract and convert potential Sourcewell buyers. 5. Geotargeting and Digital Ads <ul style="list-style-type: none"> • Geotargeted Digital Ad Campaigns: Kubota uses geotargeted ads to reach Sourcewell-eligible entities within specific states or regions. These ads highlight the unique advantages of Sourcewell contracts and the equipment suited to local government needs. • Programmatic Advertising: Kubota leverages programmatic advertising to display ads to users who have shown interest in government and institutional procurement. This approach helps Kubota maximize ad spend efficiency by reaching users likely to benefit from Sourcewell opportunities. 6. Webinars and Virtual Demos <ul style="list-style-type: none"> • Educational Webinars on Sourcewell Contracts: Kubota conducts webinars to explain the Sourcewell contract process, with presentations on cooperative purchasing benefits, equipment overviews, and case studies. These webinars are recorded and hosted on Kubota's website for future access, creating a valuable resource for ongoing engagement. • Virtual Demos of Equipment: Kubota offers virtual demonstrations of equipment well-suited to government, non-profit, and educational uses, such as mowers, tractors, and UTVs. These demos are accessible online, allowing buyers to view equipment capabilities remotely and understand their practical applications in their respective sectors.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Kubota can expect Sourcewell to actively promote their contracts through a variety of established channels and initiatives. Sourcewell has a dedicated team and platform specifically designed to help suppliers reach government, non-profit, and educational sectors. By leveraging Sourcewell's promotional efforts, Kubota can strengthen its sales and marketing processes to maximize engagement and effectiveness.</p>

Sourcewell's promotional efforts create a strong foundation for Kubota to build upon, providing access to a large network of public sector buyers. By closely aligning Kubota's sales and marketing processes with Sourcewell's channels, messaging, and events, Kubota can increase its market penetration in government, educational, and non-profit sectors. Kubota's proactive use of Sourcewell promotions will reinforce its reputation as a cooperative-friendly supplier, making it easier for public entities to choose Kubota for their equipment needs.

1. Sourcewell's Marketing and Outreach Initiatives

- Website Promotion and Contract Listings: Sourcewell lists Kubota's contracts on their website, which is a central hub for government, education, and non-profit buyers seeking cooperative purchasing options. This exposure helps prospective buyers discover Kubota's offerings and understand the benefits of the contract.
- Email Campaigns to Eligible Entities: Sourcewell conducts targeted email campaigns to promote new and existing contracts to eligible entities. These emails reach municipal, educational, and non-profit organizations nationwide, raising awareness of Kubota's available equipment under Sourcewell.
- Direct Outreach through Representatives: Sourcewell has a team of regional representatives who work directly with public sector organizations to introduce them to new contracts. These representatives can present Kubota's contract to potential buyers, answer questions, and highlight the advantages of cooperative purchasing.
- Trade Shows and Conferences: Sourcewell participates in industry trade shows and conferences where government, educational, and non-profit decision-makers gather. Kubota's Sourcewell contract may be featured in these events, further increasing its visibility.
- Educational Webinars and Training: Sourcewell hosts webinars to educate potential buyers on cooperative purchasing, sometimes inviting suppliers to participate. This provides a valuable platform for Kubota to present its product lineup, demonstrate value, and interact with potential buyers directly.

2. Using Sourcewell's Promotion in Kubota's Sales and Marketing

Kubota can maximize the impact of Sourcewell's promotional efforts by integrating them into their own sales and marketing strategies as follows:

- Link to Sourcewell Contracts in Digital Campaigns: Kubota can link to their Sourcewell contract page from digital campaigns, including social media posts, email marketing, and targeted ads. This direct connection provides immediate access for potential buyers, emphasizing the ease of the cooperative purchasing process.
- Highlight Sourcewell Partnership in Sales Presentations: Sales representatives can incorporate Sourcewell's role and promotional efforts in their presentations to public sector clients. Emphasizing this partnership can assure buyers that Kubota is well-integrated with a respected cooperative purchasing agency, making it a reliable and simplified choice.
- Collaborate on Joint Marketing Materials: Kubota can create joint marketing materials with Sourcewell's brand and logo, highlighting that Kubota equipment is readily accessible under an established cooperative contract. These materials can be distributed at trade shows, conferences, and in digital format, lending credibility to Kubota's public sector offerings.
- Leverage Sourcewell's Trade Show Presence: Since Sourcewell attends major trade shows, Kubota can work with Sourcewell representatives to ensure that their booth and promotional materials feature Kubota's equipment prominently. Kubota's team can also attend these shows, using Sourcewell's presence as a strategic advantage to connect with more leads.
- Incorporate Sourcewell Testimonials and Case Studies: Sourcewell's direct outreach may result in testimonials or case studies from satisfied buyers in government, educational, or non-profit sectors. Kubota can incorporate these testimonials into its marketing collateral, showcasing real-world examples of successful Sourcewell purchases to build trust and demonstrate proven benefits.

3. Process Enhancements to Align with Sourcewell Promotion

- Streamline Sales Training on Sourcewell Benefits: Kubota should train its sales team extensively on the benefits and process of Sourcewell contracts so they can confidently discuss the cooperative purchasing option with prospects. This will enhance sales readiness and ensure representatives can answer any questions buyers may have about Sourcewell.
- Use Sourcewell Contract as a Selling Point: Emphasizing Sourcewell's streamlined purchasing process as part of Kubota's value proposition can speed up sales cycles and help prospects understand the simplicity of acquiring Kubota equipment.
- Track Leads from Sourcewell Channels: By closely tracking leads that originate from Sourcewell promotions (e.g., inquiries from Sourcewell's website or trade shows), Kubota can evaluate the effectiveness of this partnership and refine its strategy based on the data.

4. Collaborative Events and Campaigns

- Join Sourcewell in Webinars and Educational Sessions: Kubota can co-host or participate in Sourcewell's webinars and educational sessions, offering direct insights to potential buyers. By showcasing their expertise and specific product offerings in these forums, Kubota can build rapport with a wider public sector audience.
- Coordinate Seasonal Campaigns with Sourcewell: Kubota can plan seasonal campaigns (e.g., promoting snow removal equipment in winter) in coordination with Sourcewell's outreach to maximize visibility. These campaigns can highlight relevant products, demonstrate their application in municipal and educational settings, and align with seasonal needs.

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>E-Procurement Access for Sourcewell Members</p> <p>Kubota works with its dealers and partners to ensure that Sourcewell members can order through e-procurement platforms, allowing for an efficient and compliant purchasing experience. Kubota products are accessible to Sourcewell members through authorized dealers who support various e-procurement platforms. This approach aligns with Kubota's focus on streamlined cooperative purchasing, allowing government and institutional buyers to complete purchases with ease and compliance through the systems they commonly use. Here's how this typically functions:</p> <ol style="list-style-type: none"> 1. Dedicated Sourcewell Contract Platform: Kubota's Sourcewell contract details are available on the Sourcewell website, which links directly to Kubota's authorized dealer network. This network facilitates ordering for Sourcewell members by providing transparent pricing and pre-negotiated terms. 2. Integration with E-Procurement Systems: While Kubota does not have a direct e-commerce site, many of Kubota's authorized dealers and suppliers are integrated with various public-sector e-procurement platforms used by Sourcewell members, such as ProcureNow or OpenGov. Through these systems, Sourcewell members can browse Kubota equipment options, review pricing, and place orders with ease. 3. Simplified Quote and Purchase Order Process: For Sourcewell members, Kubota's streamlined purchasing process includes the ability to request quotes and complete purchase orders directly with authorized dealers. These dealers handle all necessary paperwork and contract compliance with Sourcewell terms, providing a simplified experience. 4. Support for Cooperative Purchasing Platforms: Kubota's dealers also provide direct support for cooperative purchasing platforms, guiding Sourcewell members through any specific procurement steps. This includes assistance with purchase orders, invoicing, and contract compliance, all compatible with the e-procurement systems preferred by public sector entities. 5. Future E-Procurement Advancements: Kubota continues to explore additional ways to facilitate e-procurement for Sourcewell contracts. For example, some dealers are actively working toward creating more seamless online ordering solutions, including online product catalogs and virtual ordering portals tailored to Sourcewell members' needs. 	*
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Kubota Tractor Corporation and your local Kubota dealer are dedicated to delivering exceptional service to meet your needs. Our dealer technicians are connected to a state-of-the-art online Service Center, granting them access to vital technical information. They also undergo extensive hands-on training from factory-certified instructors to enhance and maintain their expertise. We pride ourselves on providing timely and accurate diagnostics and repairs whenever necessary.</p> <p>Training is available for all products listed in this contract through our dealer network, tailored to each member's current knowledge and needs. Operator training is included with the delivery of every product, and more advanced training options can be requested. Additional on-site training can also be arranged and discussed with dealers, potentially included as a separate line item in a Sourcewell member quote. Additionally Kubota will be instituting a national accounts training program geared towards assisting Sourcewell entities on Kubota diagnostic, service, and warranty processes.</p> <p>The MyKubota app is a free tool available on iOS and Android through the Apple App Store and Google Play Store. It offers features like equipment tracking, browsing compatible attachments, and more. KubotaNOW Telematics provides advanced reporting and insights for select equipment models, enhancing customer awareness of their machinery's performance, with costs varying by equipment type. You can also purchase Kubota On Board Diagnostic Software, repair manuals, and specialized tools through your local dealer for self-diagnosis and repair of your equipment.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Kubota is dedicated to crafting solutions that herald a new era in agriculture, providing enhanced value and inspiration to all participants across various scales of the industry. With a steadfast commitment to innovation, the company continually refines its products. As information and communications technology (ICT) significantly reshapes societal and economic structures both domestically and internationally, Kubota is pioneering precision farming techniques that leverage ICT. In Japan, the agricultural sector grapples with a declining and aging labor force, alongside the pressing need to improve cost-effectiveness and production efficiency. The traditional reliance on the expertise of seasoned farmers and intuitive practices has become increasingly untenable. Consequently, there is considerable optimism surrounding the potential of data-driven management approaches that scientifically analyze and visualize agricultural processes, positioning them as a vital force for the industry's future.</p>	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>The Kubota Group aspires to enhance its value by contributing to societal advancement and environmental sustainability, particularly within the realms of food, water, and environmental management. As part of our commitment, we prioritize environmental conservation as a core tenet of our business strategy, undertaking the following initiatives:</p> <p>1. Commitment to a Decarbonized Society</p> <p>(1) The Kubota Group is dedicated to achieving net-zero greenhouse gas emissions across our value chains by 2050. We will also transparently report on our efforts to reduce emissions across Scopes 1, 2, and 3.</p> <p>(2) By 2025, our global production facilities aim to reduce CO₂ emissions per production value by at least 25% compared to 2014 levels.</p> <p>(3) Additionally, we target an 18% reduction in energy consumption per production value by 2025, compared to 2014 benchmarks.</p> <p>(4) Our facilities will increase renewable energy usage to at least 1% of total electricity consumption by 2025.</p> <p>(5) For our Japanese operations, we have set a long-term goal of reducing CO₂ emissions by 30% by 2030, based on 2014 levels.</p> <p>(6) To meet these goals, we are leveraging cutting-edge technologies to enhance the efficiency of production equipment, HVAC, and lighting systems; adopting cleaner fuels; improving building insulation; monitoring and minimizing energy use; capturing waste heat; and implementing solar and green electricity solutions.</p> <p>(7) In alignment with our global mission, we will quantify our greenhouse gas reduction impacts and share this data with stakeholders worldwide. This information aims to promote decarbonization by encouraging the adoption of eco-friendly products, services, and technologies. Our efforts include improving fuel efficiency in agricultural and construction machinery, advancing smart agriculture through robotics and ICT, and developing decarbonized energy solutions, including electrification, hybridization, and fuel cell applications.</p> <p>(8) Finally, we endorse the recommendations of the TCFD (Task Force on Climate-related Financial Disclosures) and actively disclose our climate-related strategies and progress. Through these initiatives, the Kubota Group is determined to drive meaningful change toward a sustainable, low-carbon future for the communities we serve.</p> <p>2030 Targets: Reduce CO₂ emissions from the Kubota Group by 50% compared to the base year FY2014; In FY 2023, CO₂ emissions of the Kubota Group were reduced by 28% compared to the base year FY2014. In FY 2023, Kubota designated 37 new Eco-Products, bringing the sales ratio of Eco-Products to 70.1% globally.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Kubota Group Environmental Charter:</p> <ul style="list-style-type: none"> -The Kubota Group aspires to create a society where sustainable development is possible on a global scale. -The Kubota Group contributes to the conservation of global and local environments through its environmentally friendly operations, products, technologies, services, and global activities. <p>The following are a select few products that were certified as Eco-Products in 2023:</p> <ul style="list-style-type: none"> -M5002 Series: Compliant with exhaust gas regulations(North America) -LX2620: Compliant with exhaust gas regulations(North America) -M7 Series: Compliant with exhaust gas regulations(North America) -RTV-X: Compliant with exhaust gas regulations(North America) -RTV-X1130: Compliance with RoHS -SVL 75-3: Compliant with exhaust gas regulations(North America) -Diesel Engine EP-2309: Fuel consumption reduced by 12% 	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Kubota's advanced and reliable engines offer exceptional horsepower and performance with low noise, vibration, and outstanding fuel efficiency.</p> <p>Anti-Theft System: The engine can only be started with “programmed keys.” Even if a key has the same shape, it won't start the engine unless it's properly programmed. If an unprogrammed key is used, the anti-theft alarm will activate and continue until a programmed key is inserted and the engine is started.</p> <p>Auto Idling System: Save fuel with Kubota's Auto Idle feature, which automatically lowers engine RPM when full power isn't needed. After four seconds of inactivity with the control levers in neutral, the engine idles. Moving any control lever will instantly restore the engine to full RPM. This feature reduces noise and emissions, enhancing operational efficiency.</p> <p>Eco Plus: Kubota's unique ECO PLUS feature maximizes fuel efficiency and supports environmental responsibility. With a simple switch, you can activate 'Eco Mode' for enhanced fuel savings over the standard mode.</p>	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	<p>Safety is a top priority at Kubota. All machines come from the factory with Roll over protection system(ROPS), Seatbelt, OPC/Neutral safety switches, and any other necessary safety equipment to keep the operator safe. Seat belts are an integral part of any ROPS and should always be used. However, the seat belt should not be used when a foldable ROPS is down or a fixed ROPS is removed. All PTO shafts feature a safety guard and should be used at all times. The Anti-Stall system and other stability assistance features ensure the smooth operation of the machine. New models, such as the LX3310, feature enhanced noise reduction with improved window seals and the 4-pillar design with rounded glass offers more space and panoramic views of your surroundings. Kubota also offers various safety option kits such as backup/travel alarms, lights, etc. to further workspace safety.</p>	

47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	<p>The BX2380 and BX2680 models feature a deluxe operator's station, equipped with tilt steering and a high-back seat with armrests, creating a comfortable operator experience that transforms any chore into an enjoyable task. Meanwhile, the LX20 Series' factory-installed cab enhances year-round comfort, providing premium amenities such as air conditioning, heating, front LED headlights, and work lights. Its wide, spacious flat deck, reclining high-back suspension seat with armrests, tilt steering, and cruise control ensure that operators remain at ease. Additional features include telescopic stabilizers, mid and rear PTO, an integrated loader joystick, and intuitive, color-coded controls.</p> <p>The SCL1000 model offers a 4.3" color LCD monitor with keyless start, passcode protection, and consolidated machine monitoring with service reminders, making it easy to keep the equipment in top condition. A convenient 12-volt charging port comes standard. The patented T-drive handle delivers intuitive, ergonomic steering, while hydraulic pilot-operated loader and drive control valves ensure precise, responsive operation.</p> <p>In the SVL Series, operators enjoy a spacious cab with a luxurious, adjustable full-suspension seat and ample legroom, designed for comfort and convenience. This is reflected in the SVL 97-3 that contains a one piece cab that reduces dust collection in the cab, reduces decibels within the cab, and allows for easy clean out.</p> <p>Lastly for excavator operators, the KX033-4 model offers a redefined experience with a larger entrance, more legroom, and enhanced ergonomics that make routine tasks simpler. Its refined cabin combines functionality and comfort, setting a new standard in operator satisfaction.</p> <p>Finally, the RTV product line has received notable enhancements with the release of the new 2025 RTV-X series. This updated series now features a redesigned T-handle parking brake, strategically positioned to the left of the steering wheel for improved accessibility and ease of use. Additionally, the headrest has been refined, offering a fresh upgrade to enhance comfort and support.</p>
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	<p>Kubota offers three core solutions—Pure Engine Solutions, Hybrid Solutions, and Fuel Solutions—each uniquely designed to advance carbon neutrality.</p> <p>Pure Engine Solutions aim to enhance the fuel efficiency of existing engines. A notable example is the D902-K, an electronically controlled small engine, which entered mass production in 2022. It utilizes Kubota's proprietary combustion system, TVCR, which incorporates a common rail electronic control system typically found in larger diesel engines, adapted specifically for smaller engines. This technology minimizes black smoke emissions, reduces fuel consumption, and maintains a compact engine design.</p> <p>Hybrid Solutions integrate an engine with an electric motor to optimize performance. In scenarios requiring immediate high output and load, the electric motor supplements the engine's power, allowing a smaller engine—such as a 2.4L or 1.8L class—to replace a 3L class engine. This approach promotes downsizing and greater fuel efficiency.</p> <p>Fuel Solutions focus on alternative fuels to reduce reliance on fossil fuels. For example, the D1105-K engine runs on hydrotreated vegetable oil (HVO), a fuel produced by introducing hydrogen to vegetable oil. As plants, the source of HVO, absorb CO2 while growing, this fuel essentially offsets the CO2 released during combustion, making HVO-compatible engines a sustainable, carbon-neutral solution. In addition, Kubota is developing hydrogen-fueled industrial engines, drawing on its long standing expertise. These engines emit no CO2 during combustion, marking a significant step toward decarbonization.</p> <p>Kubota is also committed to sustainable manufacturing by utilizing recycled materials in engine components. Ductile iron pipes, fittings, and various machine-cast products—such as crankcases, cylinder heads, and transmission cases—are produced primarily from recycled scrap iron, sourced both internally and externally. The recycling process effectively removes impurities, preserving the quality of the iron. As part of Kubota's Medium-Term Environmental Conservation Targets for 2025, the company aims to maintain a recycled material usage rate of at least 70%, promoting sustainability in production.</p> <p>(**See supporting documents for more information**)</p>
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	<p>Kubota's dealer network ensures efficient access to parts and service, enabling timely support for all machines. Dealers are equipped with KPAD and a streamlined parts ordering system to enhance order processing speed. Additionally, with the integration of Smart Supply in select partner dealerships, Kubota aims to proactively stock high-demand parts—helping dealers maintain inventory before shortages arise. For any questions or assistance with parts ordering, Kubota offers dedicated technical support through our divisional offices.</p> <p>*For details on warranty information, please refer to the supporting documents.*</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Kubota Tractor Corporation fully supports all Women- and Minority-Owned Business Enterprises (WMBE) and Small Business Enterprises (SBE). However, as a subsidiary of Kubota Japan, we do not currently track this information internally. Nonetheless, we remain fully committed to supporting these businesses.	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to MBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
52		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	In regards to WBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to DOBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Even though Kubota is not a VBE Kubota strives to help the veteran community whenever possible. Most recently reflected with a partnership with Boot Campaign, designed to help and support military families.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to SDVOB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to SBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to SDB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to WOSB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Kubota Tractor Corporation payment terms of sale are net thirty days and accepted payments may vary based on individual dealer network. The standard is cash typically by check or ACH payment, P-Card or Business credit card as well as finance and lease options via Kubota Credit Corporation (KCC).	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation (KCC).</p> <p>The target customer base of Sourcewell are municipal/government customers, educational and non-profits and for those type customers we only offer standard lease options. This special language in our lease agreements allow the entity to exit the lease if the government cuts funding for the project, and this is essential as this type of customer only approve budgets yearly and therefore need this language.</p> <p>When we talk about our municipal leases, we have two options. First let's discuss the Full Payout lease. This is like a loan, the customer makes regular payments and then at the end owns the equipment for \$100. This is the option for the customer looking to own it at the end like a loan. The second option is the FPPO (Fixed Purchase Price Option) lease. This option gives the customer a lower payment and then at the end of the term, the customer can choose to purchase the equipment for a locked in purchase price (that is stated on their lease from the start) or they can turn the equipment back. If you have a Sourcewell customer who is not a true govt/muni - the product options would be different as they'd only have the FPPO option available for leasing but they would be eligible for a loan using the standard rates.</p> <p>When you select these options, there are two pricing program options. A dealer working this up can choose "muni lease promo" or "muni lease standard". Promo is our promotional pricing that can only be used in sales with govt customers who are not taking discounts that make them ineligible (like the KTC governmental discount). When using Sourcewell, the dealer MUST select the "muni standard rates" . This is because they are getting the advantage of the Sourcewell pricing (discount) and cannot be combined with any additional promotions.</p> <p>Once this is entered, they can select terms from 24-60 months. They can choose four options that are available on intervals of 300, 600, 900,1200, (and sometimes offered in 1500, and 2000 depending on term/model). . Dealers can access this by entering the deal in Showroom, but this program is posted in Kubotalink. We have some current changes which took effect on October 1, 2024 as follows:</p> <p>Promo Municipal Leasing Leasing APRs for the Promo Municipal Leasing Program are being lowered to match the current APRs for the Commercial Leasing Program. This change will lower the price point for this program across all models and reduce the complexity of managing different rates across promo programs.</p> <p>Standard Municipal Leasing Leasing APRs for the Standard Municipal Leasing Program have been lowered, and residuals have been increased to match the residuals on the Promo Municipal Leasing Program. These changes are designed to significantly reduce the price point for this program across all models and, when combined with the government discount, make price points more consistent with the Promo Leasing Program for most models. Please refer to RFB-2024-L03-R2 for complete details on these updates and refer to the applicable sales bulletins for incentive eligibility rules.</p>
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Kubota Dealers utilize our internal Integrated Kubota Quote (IKQ) or Build My Kubota (BMK) configurator for standard quotes to our Sourcewell customers. Each dealership salesperson has their individual access and login to this quote tool which provides the Dealer Name, Address, Salesperson's Name and Email address along with phone number for ease of identifying the quoting dealer and how to reach them directly for questions or confirmation of purchase.</p> <p>The individual dealer invoices and accepts purchase orders and payments directly from their individual customer's and handle the transaction from start of quote to final billing directly with the Sourcewell customer.</p> <p>Please see a sample of an attached Kubota integrated web quote.</p>

62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation. Each dealership operates independently and therefore it's at the dealer discretion whether the finance charges assessed by the credit card (P-Card) transaction will be passed on to the customer or absorbed by the dealership. This fee should be a separate line item identified by the dealership and can range from 3 -5 percent in processing fees. The Sourcewell customer should confirm these fees if any with the participating dealership.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota pricing structure will range from 22-24 percent discount off Published MSRP price for each series and product family in our proposed solution. These discounts can be found in the supporting pricing documentation submitted.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from our published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series - 22% BX series - 22% L series - 22% M series - 22% Turf F Series - 22%, GR Series - 22%, T Series - 22%, Z Series - 22% TLB series - B26, L47 & M62 - 22% Land Management Disc mowers - 22%, Rotary tedders - 22%, Rotary rakes - 22%, Spreaders - 22% We offer a 24% across the board for all Construction Equipment.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota will offer it's best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Kubota Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request in order to complete the purchase of a Kubota item. Acceptance of these quoted sourced/non-standard items will be at the discretion of each Sourcewell members and their dealer who will provide a separate line item below the configured Kubota pricing structure for each sourced "open market" item.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs of acquisition and complete transparency prior to Sourcewell member taking acquisition. These items will be clearly shown as line items on the customers web quote from Build My Kubota web quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rates will vary due to regional economic differences (e.g. Seattle, WA and New York, NY labor rates are typically higher than Greenville, SC or Bowling Green, KY). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to \$110./hour. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote and based on prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a Z242KW-48 Zero Turn Mower weights 900lbs, an M6-101DTC-F-1 Tractor weighs 11,387lbs). These units will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members dealerships are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best addresses the logistical variances in supporting all Sourcewell members equally.	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition by our quoting dealer network.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	An innovative and unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell Members within our 1,100 plus location dealer network. This ultimately allows for a Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehoused (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to our Sourcewell Members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All of our Kubota dealers are authorized to become seller's off the Sourcewell contract by logging into their Sales portal with access to our contractual pricing agreement. Each Sourcewell member receives their equipment quotes directly from their local Kubota dealer. The quotation tool has all the necessary contract information embedded in the quote tool (discount %, eligible equipment, applicable contract #'s). Kubota self-audits multiple product groups regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing and accuracy. These multiple layers of self-audit and review process elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Kubota tracks all Sourcewell transactions which are reported to our Division offices and are downloaded on a weekly basis. These sales are tracked by Kubota dealers, purchasing entity, type of equipment purchased, and transaction amount. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Kubota proposes paying a 1.5% administrative fee of the total sales generated from this contract less freight, assembly fees, and pre-delivery inspection fees for Kubota products only. Kubota has been a strategic partner of Sourcewell's for the past 14 years. The Sourcewell contracts Kubota holds have seen continued growth year over year and are very popular with our customers and frequently used by our 1,100 plus dealer network. The utilization of our Sourcewell contracts continues to grow and expand.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	The pricing offered on behalf of Kubota Tractor Corporation is a specified discount from the published list price for each series and product family in our proposed solution. The discount from MSRP can be found in the supporting pricing documentation. We offer the the best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
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75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>1. Products: Kubota USA offers a wide range of products, primarily focused on equipment for agriculture, construction, landscaping, and turf management.</p> <p>Including:</p> <ul style="list-style-type: none"> • Agricultural Equipment: Tractors (small to large), combines, hay tools, and other implements for farming and crop production. • Construction Equipment: Excavators, skid-steer loaders, wheel loaders, backhoes, and compact track loaders. • Lawn & Garden Equipment: Zero-turn mowers, riding mowers, and garden tractors. • Utility Vehicles: RTV (Rough Terrain Vehicles) for off-road work environments. • Attachments and Implements: Wide variety of attachments like loaders, backhoes, mowers, and snow blowers that are compatible with Kubota equipment. <p>2. Parts: KubotaUSA ensures that all parts and components are readily available for their equipment. This includes:</p> <ul style="list-style-type: none"> • Genuine Kubota Parts: Original equipment manufacturer (OEM) parts designed to maintain optimal performance and ensure the longevity of Kubota products. • Parts Availability: Extensive availability of parts across the network of dealers and online through Kubota's website. • Online Parts Catalog: Kubota provides an easy-to-navigate parts catalog to help customers find the right components quickly. <p>3. Service: KubotaUSA's service offering includes a network of authorized service centers and highly trained technicians. Key features include:</p> <ul style="list-style-type: none"> • Dealer Network: A nationwide network of Kubota dealers who are trained to provide repair, maintenance, and troubleshooting services. • Maintenance Packages: Kubota offers maintenance schedules and service packages to ensure that products are serviced on time and run smoothly. • Mobile Service: In some areas, Kubota offers mobile service for on-site repairs, minimizing downtime for customers. <p>4. Warranty: Kubota offers comprehensive warranty coverage for their products, which varies depending on the type of equipment. Key points to highlight include:</p> <ul style="list-style-type: none"> • Standard Warranty Coverage: Kubota typically provides a 2-year or 3-year limited warranty on most equipment, with extended warranty options available. • Powertrain Warranty: Some Kubota products offer a separate powertrain warranty for components like engines, transmissions, and drive systems. • Warranty Transferability: Kubota allows warranty coverage to be transferred if the equipment is sold, offering peace of mind for new owners. <p>5. Financing: KubotaUSA provides a range of financing options to help customers purchase equipment, including:</p> <ul style="list-style-type: none"> • Kubota Credit Corporation (KCC): A subsidiary of Kubota that offers flexible financing solutions tailored to both personal and business needs. • Leasing Options: Kubota offers leasing plans with flexible terms, including seasonal payments for agricultural customers. • Special Promotions: Kubota frequently runs promotional offers, such as low-interest rates or deferred payment plans, depending on the season and equipment type. <p>6. Customer Support: Kubota USA offers comprehensive customer support options to help customers with everything from product inquiries to troubleshooting.</p> <ul style="list-style-type: none"> • Online Support Center: A resource-rich website with FAQs, manuals, parts diagrams, and how-to guides for all Kubota products. • 24/7 Support: Some customer service is available outside of normal business hours to provide urgent assistance. • Training and Education: Kubota offers product training for dealers and customers, covering everything from safe operation to equipment maintenance. • Customer Service: A dedicated customer service hotline for troubleshooting, warranty issues, and general inquiries.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>1. Products - Land Pride Attachments: Land Pride offers a wide range of attachments that are compatible with Kubota tractors and other Kubota equipment. These products are designed to enhance the versatility and performance of Kubota machines across various applications, from agriculture to landscaping.</p> <p>Including:</p> <ul style="list-style-type: none"> • Mowers & Finish Mowers: <ul style="list-style-type: none"> o Finish Mowers: Land Pride's finish mowers provide a clean, precise cut for residential and commercial lawns. o Rough Cut Mowers: These mowers are ideal for clearing overgrown fields, pastures, and roadways. o Flail Mowers: Land Pride's flail mowers are designed for more challenging environments and are great for mowing thick vegetation and brush.

	<ul style="list-style-type: none"> • Tillage Equipment: <ul style="list-style-type: none"> o Disc Harrows: Land Pride offers disc harrows that provide high-efficiency soil cultivation and are easy to adjust for different soil conditions. o Cultivators: Used for seedbed preparation, these tillers are available in various widths and configurations for Kubota tractors. • Post-Hole Diggers: <ul style="list-style-type: none"> o Land Pride post-hole diggers are designed to handle the toughest digging jobs and are ideal for fencing, landscaping, or planting applications. • Snow Removal Equipment: <ul style="list-style-type: none"> o Snow Blowers: High-performance snow blowers that are designed for heavy snow removal, particularly in agricultural or rural settings. o Snow Pushers: Heavy-duty snow pushers designed for clearing snow from large surfaces quickly and efficiently. • Landscape and Construction Attachments: <ul style="list-style-type: none"> o Box Blades: Used for grading and leveling, these are essential for landscaping and roadwork projects. o Rear Blades: A versatile tool for grading, backfilling, and snow removal. o Skid Steer Attachments: A range of attachments like pallet forks, buckets, and grapples that fit Kubota skid steer loaders. • Forks and Pallet Forks: <ul style="list-style-type: none"> o Land Pride offers a variety of forks and pallet forks to help Kubota owners move materials, whether for farming, construction, or landscaping. • Loaders & Loader Attachments: <ul style="list-style-type: none"> o Loader buckets, forks, and grapple attachments are specifically designed to enhance Kubota's compact loaders and tractors. <p>2. Parts: Land Pride, like Kubota, emphasizes the importance of using high-quality, genuine parts for their attachments. Here's what to include:</p> <ul style="list-style-type: none"> • Genuine Land Pride Parts: Land Pride offers OEM parts to ensure the continued performance and longevity of their attachments. • Parts Availability: These parts are available through Kubota dealers and Land Pride dealers across the country. • Easy Access to Parts Catalog: Land Pride provides a detailed parts catalog that helps customers easily find replacement components for their attachments. <p>3. Service: Land Pride attachments are supported by a network of Kubota dealers, who can assist with installation, maintenance, and repairs.</p> <ul style="list-style-type: none"> • Dealer Network Support: Land Pride attachments are serviced by Kubota-authorized dealers, who are trained to maintain and repair both Kubota equipment and Land Pride attachments. • Installation Services: Many Kubota dealers offer installation services for Land Pride attachments, ensuring they are properly fitted and ready for use. • Maintenance and Repairs: Routine maintenance and repair services are available for Land Pride attachments, ensuring long-lasting performance. <p>4. Warranty: Land Pride attachments typically come with a 1-year limited warranty from the date of purchase, with some exceptions for specific attachments.</p> <ul style="list-style-type: none"> • Warranty Coverage: The warranty typically covers defects in material and workmanship under normal use and service. • Transferability: Like Kubota's equipment warranties, Land Pride's warranty may be transferable when the equipment is sold, adding value for used equipment buyers. • Extended Warranty: Some Kubota dealers offer extended warranty options for Land Pride attachments. <p>5. Financing: Kubota offers financing options for Land Pride attachments through Kubota Credit Corporation (KCC), similar to financing for Kubota equipment.</p> <ul style="list-style-type: none"> • Flexible Payment Plans: KCC provides financing solutions with flexible payment options to fit a customer's budget. • Promotional Financing: Kubota and KCC frequently offer seasonal promotional financing, such as low-interest rates or deferred payments, to help customers purchase Land Pride attachments. • Leasing Options: Leasing may also be available for Land Pride attachments, offering flexibility for businesses or customers with changing needs. <p>6. Customer Support: Kubota provides robust customer support for both Kubota equipment and Land Pride attachments, ensuring that customers have access to the help they need.</p> <ul style="list-style-type: none"> • Online Resources: Customers can access parts catalogs, service manuals, and troubleshooting guides for Land Pride attachments on the Kubota and Land Pride websites. • Dealer Support: Kubota dealers provide direct customer support for issues related to both Kubota equipment and Land Pride attachments. • Technical Assistance: Technical support is available for installation, maintenance, and troubleshooting of Land Pride attachments, either through the dealer network or Kubota's customer service.
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>1. Mowers & Lawn Equipment</p> <ul style="list-style-type: none"> Zero-Turn Mowers: Kubota's zero-turn mowers come in both commercial and residential models. The Z700 Series is built for professional landscapers with high horsepower and large cutting decks, while the Z200 Series caters to residential use with user-friendly controls and powerful performance for larger lawns. Stand-On Mowers: The SZ Series of stand-on mowers is designed for maneuverability and efficiency in tight spaces. These mowers offer excellent visibility and quick controls, perfect for landscapers working on residential properties. Walk-Behind Mowers: The W Series includes commercial-grade walk-behind mowers. They're compact and designed for precision cutting in smaller or complex landscape areas, such as around flower beds or obstacles. Compact Mowers: The T Series lawn tractors are designed for homeowners with small- to medium-sized lawns, featuring easy-to-use controls, comfortable seating, and smooth operation. Grass-Cutting Attachments: In addition to their mower lineup, Kubota offers various grass-cutting attachments and accessories, including mulching kits, bagging systems, and striping kits, to enhance cutting performance and versatility. <p>2. Hay and Farm Implements</p> <ul style="list-style-type: none"> Hay Balers: Kubota's balers, such as the BV4160 and BV4180 series, are designed for high-density baling with features like low horsepower requirements and simplified controls, making them suitable for small to mid-sized farms. Disc Mowers: The DM Series disc mowers are designed to work efficiently in a variety of crop types. These mowers are built for low maintenance and high-speed cutting, helping operators cover more ground quickly. Tedders and Rakes: The TE Series tedders spread and aerate hay to promote drying, while the RA Series rotary rakes gather the hay into windrows, ensuring it's ready for efficient baling. Wrappers: Kubota offers wrappers like the WR1100, which wrap bales in protective film to maintain hay quality during storage. Spreaders and Seeders: Kubota's VS Series spreaders provide even distribution of fertilizer or seed over large fields, while their seeders ensure precision and control, improving crop yield. Cultivators and Plows: Kubota

offers a range of tillage equipment, such as plows and cultivators, to prepare fields for planting by aerating the soil, reducing compaction, and supporting root growth.

3. Utility Vehicles (UTVs)

- RTV-X Series: Known for rugged durability, the RTV-X Series includes models like the RTV-X1140, which can be converted from a 2-passenger to a 4-passenger configuration. It features a robust suspension system, high ground clearance, and an integrated cargo bed, making it ideal for heavy-duty off-road applications.
- RTV500: The RTV500 is compact and fuel-efficient, equipped with a liquid-cooled EFI engine and an independent suspension system. It's a great fit for light-duty tasks around farms, parks, and properties with tight spaces.
- RTV900 Series: This series, featuring the RTV900XT, is a powerful workhorse with a diesel engine, high torque, and excellent hauling capabilities, designed for transporting tools, supplies, or workers over rough terrain.
- Specialty Models (RTV-XG850 Sidekick): This model provides a high-speed option with a 48-horsepower gasoline engine, perfect for users who need speed and efficiency for larger properties or event management.
- Attachments for UTVs: Kubota offers a variety of utility vehicle attachments, such as snowblades, winches, and cargo racks, allowing operators to customize their UTVs for various tasks and conditions.

4. Lawn, Field, and Turf Care

- Zero-Turn Mowers: Kubota's Z-Series zero-turn mowers offer options for both commercial and residential turf care, with models capable of covering large fields efficiently. The mowers provide precise cutting, high horsepower, and are suitable for large estates, parks, and sports fields.
- Stand-On and Walk-Behind Mowers: The SZ Series (stand-on) and W Series (walk-behind) mowers provide flexibility and maneuverability, ideal for smaller or more intricate turf areas like residential lawns, commercial properties, and tight spaces on landscapes.
- Tractors with Turf Tires: Kubota's compact and sub-compact tractors can be equipped with turf tires to minimize ground impact, allowing them to work on golf courses and delicate lawns without damaging the turf.

5. Golf Course Maintenance

- Precision Mowers: Kubota's range of mowers, especially the zero-turn models, can provide the close, consistent cut required for golf course fairways, greens, and roughs.
- Utility Vehicles (UTVs): The RTV series UTVs, with their low impact on turf and utility bed options, are ideal for transporting tools and materials around golf courses efficiently.

- Compact Tractors and Attachments: These tractors can handle a variety of golf course maintenance tasks, from seeding and aeration to topdressing. Kubota's compact tractors are equipped to manage tight fairway turns and maintain precise control, essential for golf course upkeep.
6. Landscape and Garden Maintenance
- Multi-Use Tractors and Attachments: Kubota's BX and B Series compact tractors support a wide array of attachments such as loaders, backhoes, and tillers. These are versatile tools for landscapers working on tasks like planting, mulching, or grading.
 - Tillers and Cultivators: Kubota offers tillers and cultivators that help in soil preparation for gardens, flower beds, and landscaping projects.
 - Front-Mounted Blades and Loaders: Attachments like front-mounted blades, loaders, and grapples allow for efficient clearing and shaping of landscapes.
7. Sidewalk, Walking Path, and Parking Lot Maintenance
- Compact Tractors and Attachments for Path Maintenance: Compact and sub-compact tractors are perfect for maintaining sidewalks and walking paths. They can handle a variety of attachments, such as brushes, blowers, and sweeper attachments, which are effective in keeping paths clear.
 - Sweepers and Brooms: Kubota offers sweeper and rotary broom attachments that are ideal for cleaning up sidewalks, parking lots, and walking paths, removing debris, leaves, and dirt.
 - RTV Series Utility Vehicles: These UTVs are perfect for transporting maintenance tools across paths and lots while minimizing the impact on pathways. They also offer snow removal options, making them versatile for year-round maintenance.
8. Snow Removal Equipment
- Snowblowers and Snow Blades: Kubota offers snowblowers and snow blade attachments for both tractors and UTVs, suitable for sidewalks, driveways, parking lots, and larger open areas.
 - Utility Vehicles with Snow Attachments: Kubota's RTV-X Series utility vehicles can be equipped with snowblades and spreaders, providing an efficient snow removal solution for tight areas such as sidewalks and parking lots.
 - Compact Tractors with Front-Mounted Blades: Kubota's compact tractors can also be fitted with front-mounted snow blades or snow blowers, allowing operators to clear snow in more confined areas such as paths and lots.

78	Irrigation and aeration equipment, systems, parts, and installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>While Kubota itself doesn't offer standalone irrigation and aeration systems, their equipment supports these applications effectively when combined with compatible attachments and third-party systems. If you're considering a specific type of irrigation or aeration solution, local Kubota dealers can often provide recommendations for compatible attachments and equipment to meet these needs.</p> <p>1. Aeration</p> <ul style="list-style-type: none"> • Compatible Aerator Attachments: Kubota's compact and sub-compact tractors (such as the BX and B Series) can be fitted with aerator attachments from third-party manufacturers. These attachments work well for golf courses, sports fields, and landscapes that require regular aeration to maintain soil health. • Pull-Behind Aerators for Tractors: Many users add pull-behind aerators to Kubota tractors. This setup enables efficient aeration for large turf areas, golf courses, and other fields, providing deep soil penetration for optimal water and nutrient absorption. • Compact Tractors for Golf and Lawn Aeration: Kubota's smaller tractors with turf tires help prevent turf damage, making them suitable for delicate aeration work on golf courses and lawns. <p>2. Irrigation Systems and Parts</p> <ul style="list-style-type: none"> • Irrigation-Related Attachments and Implements: While Kubota does not manufacture irrigation systems, their tractors and utility vehicles can transport irrigation parts and systems for installation and repair projects. Compact and sub-compact models work well for maneuvering in tighter spaces often found in landscaping and golf course maintenance. • Utility Vehicles for Irrigation Maintenance: Kubota's RTV utility vehicles can assist maintenance teams by transporting irrigation equipment and supplies across expansive properties like golf courses, farms, and parks. <p>3. Installation and Support Capabilities</p> <ul style="list-style-type: none"> • Use of Kubota Tractors in Installation: Kubota tractors are useful for preparing the ground for irrigation installation by grading, trenching, or digging as needed. They can be paired with third-party trenching and digging attachments for efficient setup of irrigation lines. • Dealer Network for Support: Kubota's extensive dealer network provides guidance and support, often working with landscape and agricultural professionals who can suggest compatible aeration and irrigation equipment from partner brands.
79	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Although Kubota doesn't directly manufacture beach and waterfront maintenance equipment, their tractors, UTVs, and attachments can support a range of tasks commonly associated with waterfront care when paired with</p>

		<p>the appropriate third-party accessories. For specific beach grooming and waterfront solutions, it's often helpful to consult with a Kubota dealer who may have local recommendations for compatible tools and attachments.</p> <p>1. Sand Grooming and Beach Cleaning</p> <ul style="list-style-type: none"> • Compact and Sub-Compact Tractors with Compatible Attachments: Kubota's BX and B Series tractors can be paired with third-party beach grooming attachments, like sand rakes and groomers, to help clean and level sandy areas on beaches. • Box Blades and Land Planes: These attachments are available for Kubota tractors and can assist in leveling sand and smoothing surfaces on beachfront areas, though they aren't specifically beach groomers. <p>2. Waterfront Vegetation Control</p> <ul style="list-style-type: none"> • Mowers and Brush Cutters: For areas near water that require vegetation control, Kubota's zero-turn mowers or compact tractors with brush cutters can manage grassy, brushy areas near the shore. • Tractors with Flail Mowers: Kubota tractors with flail mower attachments can clear heavy vegetation around waterfronts or in hard-to-reach spots along riverbanks or lakeshores. <p>3. Erosion Control and Shoreline Maintenance</p> <ul style="list-style-type: none"> • Utility Tractors for Erosion Prevention: Kubota's larger tractors, such as the L or M Series, can assist with shoreline maintenance by carrying and positioning materials like rocks, sandbags, or erosion control blankets. • Front Loaders and Backhoes: Kubota's compact and utility tractors can be equipped with front loaders or backhoes to transport, dig, and position materials along shorelines for erosion prevention projects. <p>4. Debris Removal and Transport</p> <ul style="list-style-type: none"> • RTV Utility Vehicles for Shoreline Clean-Up: Kubota's RTV Series utility vehicles can be fitted with cargo beds to help transport trash, driftwood, and other debris from waterfronts to disposal areas. The RTVs' off-road capability makes them suitable for traversing sandy or uneven terrain near shorelines. • Fork Attachments for Large Debris: Front forks on Kubota tractors allow for the transport of larger objects or debris that may wash up on shore. <p>5. Dredging and Silt Removal</p> <ul style="list-style-type: none"> • While Kubota does not produce dredging equipment, their tractors and RTVs can be used to transport silt or dredged material away from the waterfront area after it has been removed by specialized equipment. 	
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Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell Discount Structure.pdf - Tuesday November 19, 2024 14:09:43
 - [Financial Strength and Stability](#) - KBT 2nd Quarter Financials.pdf - Wednesday November 13, 2024 08:21:04
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - RTVX1140WLHS WEB QUOTE #2828724.pdf - Tuesday November 19, 2024 15:09:00
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Sourcewell Additional Documents.zip - Monday November 25, 2024 12:20:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Adams, Senior Manager National Account Sales, Kubota Tractor Corporation

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	<input checked="" type="checkbox"/>	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	<input checked="" type="checkbox"/>	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	<input checked="" type="checkbox"/>	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	<input checked="" type="checkbox"/>	2

Finance Committee**11.**

Meeting Date: 07/14/2025

Submitted For: Kristal Keim, Public Works

Initiator: Kristal Keim, PW
Office Admin II

Department: Public Works

Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of Sourewell pricing from River City Hydraulics, of Sherwood, Arkansas, for the purchase of two (2) 2026 PowerTrak 1000 Rear Loaders, in the amount of \$221,662.21 each, for a total of \$443,324.42, for use in the Solid Waste Division, or take other necessary action. (Mike Stewart)

BACKGROUND:

The Solid Waste Division of the Public Works Department is acquiring two (2) 2026 PowerTrak 1000 Rear Loaders. Our current rear-load trucks are frequently out of service, resulting in operational challenges. On certain days, we lack sufficient trucks to complete our routes, leading to delays in trash collection and requiring extended hours to ensure all routes are covered.

RECOMMENDED ACTION:

Approve purchase of two (2) 2026 PowerTrak 1000 Rear Loaders.

Fiscal Impact**FUNDING SOURCE:**

212-6050-432.64-10

Attachments

Sourewell Contract

Sourewell Pricing

quote

**Solicitation Number: RFP #110223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Heil Co. d/b/a Heil Environmental, 201 W. Main Street, Suite 300, Chattanooga, TN 37408 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires **December 28, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship subject to Supplier's standard published warranty applicable to the specific Product(s). In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended, as set forth in Supplier's published Standard Warranty. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Supplier's warranty applies only to the refuse collection body. Warranties for other components including but not limited to the chassis, chassis options, or any non-Supplier components, shall be administered and addressed by the respective third-party product manufacturer(s). Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the third-party manufacturer. Warranties for components subsequently installed by the Participating Entity shall be administered and addressed solely by the respective third-party product manufacturer(s).

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, and Supplier has not scheduled repair or replacement of any damaged Equipment or Products within 30 days after notice given by Participating Entity to Supplier, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace or repair nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier's Equipment and Product is limited to the refuse collection body and does not include the chassis; any non-conforming parts of the chassis or non-conforming equipment subsequently installed by the Participating Entity must be repaired or replaced by the respective OEM.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Entity is subject to the availability of Supplier's Equipment, Products, and Services and Supplier's agreement to a purchase order.

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-

commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused by any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this

Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR PUNITIVE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF NOTIFIED OF SAME.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* OMITTED
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo(excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to

Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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

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

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

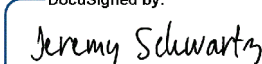
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell


The Heil Co.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/11/2024 | 11:41 AM CST

DocuSigned by:

By: 81049794E2244BD...
John Muina
Title: Corporate Officer
Date: 1/11/2024 | 8:25 AM PST

Approved:

110223-THC

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 1/11/2024 | 12:18 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: The Heil Co.

Does your company conduct business under any other name? If yes, please state: (Heil)

Address: 2030 Hamilton Place Blvd, #200
Chattanooga, TN 37421

Contact: Burgess Lane

Email: blane@doveresg.com

Phone: 256-478-0425

HST#: 363896843

Submission Details

Created On: Tuesday October 17, 2023 09:35:32

Submitted On: Thursday October 26, 2023 10:13:13

Submitted By: Burgess Lane

Email: blane@doveresg.com

Transaction #: 95fa7466-7c42-4d97-89dd-ed58816149cf

Submitter's IP Address: 74.127.76.220

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Heil Co.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	So. Cal. Soft-Pak Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	The Heil Co. d/b/a Environmental Solutions Group The Heil Co. d/b/a Heil Environmental The Heil Co. d/b/a 3rd Eye The Heil Co. d/b/a The Curotto Can Company The Heil Co. d/b/a Parts Central The Heil Co. d/b/a Bayne Thinline So. Cal Soft-Pak Inc. d/b/a Soft-Pak	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable	*
5	Proposer Physical Address:	Address: 201 W. Main Street, Suite 300, Chattanooga, TN 37408	*
6	Proposer website address (or addresses):	www.heil.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Burgess Lane Title: Director, Ready Truck Address: 106 45th ST NE, Fort Payne, AL 35967 Email: blane@heil.com Phone: 256.478.0425	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Burgess Lane Title: Director, Ready Truck Address: 106 45th ST NE, Fort Payne, AL 35967 Email: blane@heil.com Phone: 256.478.0425	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Johnny Moses Title: Ready Truck Manager Address: 106 45th ST NE, Fort Payne, AL 35967 Email: jmoses@heil.com Phone: 256.630.1004	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>For more than 100 years, Heil® has been at the forefront of excellence, innovation, and customer satisfaction in the Waste Industry. In 1901 in a small, rented building in Milwaukee, Wisconsin, Julius P. Heil started the Heil Rail Joint Welding Co. Inspired by a new process called "welding", Julius Heil began applying the technology to rail cars. Before long he used the same process on tanks and truck bodies. As uses for electric welding grew, so did the Heil Co. The first Heil garbage truck bodies were built for the City of Milwaukee in the early 1900s. By the 1930s Heil garbage trucks were collecting solid waste in hundreds of American cities of all sizes. The rest as they say is history. Heil products are represented by a network of more than 50 knowledgeable dealers in the United States, Canada, and Mexico. Internationally, the Heil network reaches into 150 different countries. Heil proudly manufactures a wide variety of garbage truck collection bodies including Front loaders, automated front loaders rear loaders, automated side loaders, multi-compartment rear loaders, and the industry's first all-electric automated sideloader. All of our garbage truck bodies are made in the United States, and we are proud to call Fort Payne, Alabama home! "Build it right, and then back it with integrity." More than any other principle of business, the commitment to do things right has made Heil the undisputed industry leader.</p> <p>Our Vision Improving Lives Our Mission The ESG mission is to be the global leader in people, performance, and customer value in the solid waste and recycling industry. Our Core Values Collaborative Entrepreneurial Spirit Winning Through Customers High Ethical Standards, Openness, and Trust Expectations for Results Respects and Values People Strategic Priorities Safety Quality On-Time Delivery Productivity Improvement</p>	*
11	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining the highest ethical standards and truly winning through our customers. Over the past 3 contracts that we have been fortunate enough to be awarded, we believe that we have held true to these core values and provided great products and service to Sourcwell members. If we are successful in securing another contract, we will continue to innovate our product offerings and processes to provide the most extensive and complete portfolio of first-class products and services that Sourcwell members have come to expect. We also look forward to maintaining and growing our relationship with the team at Sourcwell as we work to meet and exceed the expectations of the members.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix A of this Proposal for a complete 2022 Dover Annual Report. Heil is an operating company within the Dover Company structure. https://investors.dovercorporation.com/annual-reports	*
13	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.	*
14	What is your Canadian market share for the solutions that you are proposing?	Heil does not publish market shares.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Heil offers a case-by-case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows:</p> <p>1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members.</p> <p>2) Key Account Representatives – Employed by Heil</p> <p>3) Regional Sales Managers – Employed by Heil</p> <p>Please see Appendix -Heil Dealer Network for complete coverage map.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771</p> <p>Hamilton County, Tennessee - Business License License Number 052431</p> <p>City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955</p> <p>Local Business Tax Account # 30101</p> <p>The Heil Co. is an ISO-certified manufacturer.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>HEIL AUTOMATED FRONT-LOAD GARBAGE TRUCKS www.heil.com/type/automated-front-loaders</p> <p>Heil® engineering innovations continue to raise the bar, setting the standard for automated front load garbage trucks.</p> <p>Odyssey® Controls</p> <p>Our patented Odyssey® Controls hydraulic control technology delivers waste industry-leading productivity with the lowest Total Cost of Collection (TCC), helping refuse haulers make more money on the route. If you are looking for the best automated front-load garbage truck for your refuse fleet, Heil residential front loaders deliver unbeatable efficiency and productivity.</p> <p>The Heil® Half/Pack® front load garbage truck body has consistently delivered proven performance in some of the most demanding collection environments imaginable, earning a loyal following of users who rely on its unmatched dependability and appreciate its lowest total cost of ownership.</p> <p>The groundbreaking Heil® Half/Pack® LowRider® delivers both residential and commercial performance that will change the way fleet owners define productivity, safety, and reliability.</p> <p>The Curotto-Can Automated Carry Can has the fastest load time of any automated system on the market and delivers a proven 25% to 30% productivity advantage over automated side loaders. By using the robust reliability and additional capacity of a front loader, this carry can delivers game-changing performance that will enable you to service more customers, more quickly, in more applications."</p> <p>FRONT LOAD GARBAGE TRUCKS</p> <p>www.heil.com/type/front-end-loaders</p> <p>Commercial waste haulers face multiple challenges but Heil® commercial front load garbage truck bodies offer solutions for even the toughest waste-hauling route. Our</p>

commercial front loaders have the functionality and reliability to make your refuse routes easier and more profitable than any frontload trash truck in the waste industry.

Heil® Half/Pack®

Heil continues to set the standard for front loaders with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack is built for a long, reliable lifespan. The Half/Pack now comes with a 20 cubic-yard option, increasing the maneuverability of the vehicle due to a shorter wheel base, and allowing for FET exemption.

Heil® Half/Pack® LowRider®

The new Heil® Half/Pack® LowRider® delivers both residential and commercial performance that will change the way fleet owners define productivity and safety. Hitting the streets 12" lower than a standard front loader and tipping the scales at 4,150 lbs. less than our standard Half/Pack, fleet owners can service more customers and pack up to two tons more payload. Add in Lightning Cylinders and you have a 23% faster container dump cycle when compared to a non-Lighting equipped Heil front loader. Combine all of this with Odyssey® Controls and you have more uptime due to there not being any proximity switches, cylinder cushions, air lines, or MAC valves. LowRider AFLs are ideal for residential routes with overhead obstructions such as utility lines, established trees, etc., providing the lower body height of an ASL with the unmatched low Curotto-Can® dump height. LowRider comes standard with the Lightning Cylinder package, reducing dump cycle time by five seconds. Lighter weight body allows for greater payload and less chassis component wear (brakes, tires, etc.)

Heil® Half/Pack® Sierra

The Heil® Half/Pack® Sierra weighs just 17,050 lbs. vs. 19,300 lbs. for the same size standard Half/Pack, a weight reduction of 13%, meaning more than one ton of extra payload. Features a fast packer and arm cycle times, plus up to a 10-ton payload capacity means that you can collect more quickly, without being overweight.

HEIL ODYSSEY CONTROLS

www.heil.com/type/odyssey-controls

These Heil® products feature or are available with a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. Odyssey® Controls for Commercial and Residential Half/Pack® Front Load bodies are equipped with an updated joystick that contains integrated Pack Extend and Pack Retract functions.

H.A.L.O. SEMI-AUTOMATED CONTROLS

www.heil.com/type/halo

The Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one.

AUTOMATED SIDE LOADERS

www.heil.com/type/automated-side-loaders

With their long reach and super-hero-level strength, Heil® automated side load garbage trucks are the MVPs in any residential or commercial sideload fleet. Our line of automated side loaders (ASL's) are products of years of innovation and engineering excellence, providing provide unbeatable waste collection productivity and efficiency on both busy city streets and quiet neighborhood cul-de-sacs.

Heil RevAMP

The Heil RevAMP is the first 100% electric on-route refuse body with its own independent battery. By not robbing energy from the chassis to power the body, the RevAMP delivers unbeatable chassis range and productivity. In addition, its powerful auger compactor eliminates the need for hydraulics, lowering maintenance costs, eliminating costly leaks, and increasing uptime and safety. The 100% electric arm and auger compactor allows fleets to reduce their environmental footprint by reducing fuel use and greenhouse gas ("GHG") emissions, while also eliminating hydraulic oil spills. This combination enables the operation of a fully electric automated refuse collection vehicle ("RCV"), versus hybrid technologies that adapt a traditional hydraulic body to a battery-powered chassis and still require hydraulic hoses to operate the body functions. (Note: This product is not available in Canada through Heil)

DuraPack® Python®

The DuraPack® Python® automated side loader combines two proven products in one high-performance package. The DuraPack body, which is famous for its toughness and productivity, and the patented Python automated arm, which is one of the fastest, smoothest, and longest-lasting lift arm.

DuraPack® Rapid Rail®

The DuraPack® Rapid Rail® features all the benefits of the DuraPack body with the Rapid Rail arm. The DuraPack Rapid Rail has a 1,600-pound lift capacity and an 8-second cycle time. This ensures that it will be a superstar on residential, commercial, and multi-family refuse routes. The strong arm can handle 30 – 300-gallon waste containers, and has virtually zero kick out, allowing operation in tight spots. All this, combined with the legendary DuraPack high-compaction side load

body, makes for a reliable and tough refuse collection vehicle (RCV).

Heil® Liberty

The Heil® Liberty was created by integrating our time-tested Continuous Pack body with the patented technology of the Python® arm. Heil has created a refuse collection body with proven reliability and unsurpassed speed. The Continuous Pack body has been a customer favorite for more than 35 years, far and away the most popular ever produced. This remarkable, lightweight body will accommodate routes of any size, with seven models ranging from 16 to 32 cubic yards. Our patented Big Swing Paddle Packer design continuously sweeps the hopper, so there's no need to stop and pack the load. Because there is no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated, as is the need to clean out behind the packer. The standard Select-O-Pack™ feature allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged, simplifying operation for the driver, and extending the life of the paddle packer. Combine the optional Extended Tailgate Seal with the Select-O-Pack feature, and you will have the optimal ASL for your organic collection.

Heil Rapid Rail®

No automated product has a longer track record than the Heil Rapid Rail® automated side loader. More than 30 years after its introduction, the Rapid Rail continues to be the standard to which all others are compared. The Rapid Rail lift arm's lengthy reach, fast cycle times, continuous packing big swing paddle, and solid lightweight structural design make it a highly productive and efficient automated collection choice for large and small fleets alike. The Rapid Rail has a patented paddle packer that continuously sweeps the three cubic yard hopper, boosting productivity, because the operator does not have to pause between stops to activate the packer. Instead, the operator can continue to collect their route while the paddle packer cleans the hopper. The continuous packer design also provides added driver convenience, because the operator doesn't have to clean behind the packer paddle. The standard Select-O-Pack™ feature allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged, extending the life of the paddle packer.

REAR LOAD GARBAGE TRUCKS

www.heil.com/type/rear-loaders

Heil® Rear Load Garbage Trucks are the workhorses for refuse collection in large cities and small towns around the world. Whether the route is commercial or residential, the legendary durability and reliability of our rear loaders provide efficiency and lowest Total Cost of Collection (TCC).

Heil® PT1100

The Heil® PT1100 will reset your expectations about mid-range rear-loaders. Built on the PT1000 platform, with its design having 20 years' experience, the PT1100, is a proven refuse collection vehicle that delivers the fastest cycle time in its class, an outstanding payload, and a high-capacity hopper. It also fits comfortably into today's increasingly restricted budgets. The PT1100 features a large three-cubic-yard hopper, making it the ideal vehicle for those occasional commercial pick-ups. It can be equipped with a variety of container handling devices to suit just about any collection need. It also offers payloads of up to 1,000 lbs./yd³, and a one-piece body sidewall that not only looks more modern, but is also easier to wash and maintain, resists rust and corrosion, and provides a smooth surface for signage. Excluding the 26 cubic-yard body, all other sizes can be equipped as single-axle models, making them Federal Excise Tax (FET) exempt.

Heil® DuraPack® 5000

With nearly 30 years of reliability and over 20,000 units built, the Heil® DuraPack® 5000 high compaction refuse vehicle has become the mainstay of collection fleets, from small independent haulers to the world's largest municipal fleet. Built to last. The DuraPack 5000 features the Heil DuraPack body, which includes a fully welded, interlaced subframe. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and superior resistance to corrosion and cracking, the DuraPack 5000 is a sturdy package with the stamina to absorb years of tough hauling. Outstanding weight distribution. Incorporating a high cylinder mount into a compact design with a short overhang creates outstanding weight distribution and reduced wear on rearward chassis components. This maximizes forward loading of both the body and the payload.

PowerTrak® Commercial

What makes the PowerTrak® Commercial the ultimate garbage collection machine in the waste industry? Start with a compaction rate of up to 1,200 pounds per cubic yard, add in cycle times as low as 21 seconds, throw in a 7 to 9-second reloading time, then top that all off with a huge 3.64 cubic yard hopper. When you add all of that up, it's easy to see why the PowerTrak Commercial delivers the best return on investment in the solid waste industry.

DuraPack® 4060

Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the

route. As the industry's premium multi-compartment rear loader garbage truck, the DuraPack 4060 split body rear loader is the next generation of split-body rear loaders. By adding the smooth curved sides and the fully welded, interlaced subframe that has become the benchmark of durability for the DuraPack line, the DP4060 refuse collection vehicle combines longevity and functionality to deliver maximum performance.

With a 40/60 two-compartment split body, the DuraPack 4060 features independent hydraulic systems, enabling the pressure to be adjusted for each compartment, based on the type of waste being collected. For example, a higher compaction rate can be used for the refuse compartment, while a lower compaction rate can be selected for recyclables to minimize breakage. Why have multiple rear loaders on your route when a Heil Split Body DuraPack 4060 garbage truck can do the same amount of work in less time? The DuraPack 4060 is as functional as it is durable. Operators around the world appreciate the convenient one-handed manual packing controls that enable them to stop, start, or reverse either the upper panel or the sweep panel at any point in the packing cycle. With a simple two-step cycle that reloads in just six to eight seconds, and a complete cycle time of 16 to 18 seconds, it gets them through their routes quickly. (Cycle time varies based on pump application.)

Heil® PT1000

The Heil® PT1000 will reset your expectations about single-axle rear loaders. With nearly 20 years of performance, the PT1000 is a proven refuse collection vehicle that delivers the fastest cycle time in its class, an outstanding payload, and a best-in-class hopper. It also fits comfortably into today's increasingly restricted budgets.

Beneath its sleek exterior, the PT1000 is a no-nonsense machine that will outperform anything else in its class. It offers a 15-second cycle time and a reload time of less than six seconds, with packing forces that take full advantage of the Heil brand's experience in high-pressure hydraulics and lighter weight, high-tensile steel construction. The PT1000 features a large three-cubic yard hopper that is the best in its class, making it the ideal vehicle for those occasional commercial pickups. It can be equipped with a variety of container handling devices to suit just about any collection need. It also offers payloads of up to 800 lbs./cubic-yard, and a one-piece body sidewall that not only looks more modern, but is also easier to wash and maintain, resists rust and corrosion, and provides a smooth surface for signage. Excluding the 25 cubic-yard body, all other sizes can be equipped as single axle models, making them Federal Excise Tax (FET) exempt.

UNDER-CDL MINI REAR LOADER

Because operators don't need a commercial driver's license (CDL), the vehicle is exempt from Federal Excise Tax* (FET.) The beauty of this highly maneuverable, non-CDL rear load garbage truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. The Heil® Mini Rear Loader features a large hopper that is perfect for residential waste hauling routes, but also handles the occasional commercial refuse container with ease. The hopper's large size allows for more trash and fewer tailgate cycles, increasing route productivity and providing route flexibility. Another feature of the Mini Rear Loader is pre-crushing in the hopper. The Heil Linkage Packing System pre-compacts the refuse before it's loaded into the trash body. With compaction beginning in the hopper, payloads are greatly increased. This allows for more time spent on route, and more collection stops.

The swing link design on the non-CDL Mini Rear Loader offers a smoother, more efficient operation. The simple yet effective design results in less maintenance and a long-lasting, reliable packing mechanism. In addition, the single lever packer control handle allows for easy one-hand operation. This process is fast, easy-to-use, and can complete half the tailgate pack cycle with one movement in each direction. This requires fewer adjustments and less overall maintenance. If you are looking for a small, non-CDL rear loader with BIG performance, the Heil Mini Rear Load garbage truck body fits the bill.

* Heil does not provide tax advice. Please consult your tax advisor regarding the specific tax implications of your selected product.

HEIL CNG GARBAGE TRUCKS

www.heil.com/type/cng

At Heil®, we recognize that a CNG fuel delivery system must integrate seamlessly not only with the chassis and the garbage body, but also with fleet's CNG fueling station. Our CNG garbage truck bodies enable your refuse fleet to deliver the same productivity expected from a diesel unit, while saving you money with clean, domestic, compressed natural gas as fuel. The CNrG® tailgate system is designed for safer CNG fuel-delivery, as all tanks are positioned at the rear of the truck and away from the driver. The Heil® OEM-installed CNrG tailgate also removes the need for CNG tanks to be mounted on the top of the body, reducing the overall body height by 12 inches for a lower profile vehicle. With CNrG, vehicles can access height-restricted areas and eliminate damage to a top of body tank and cabinet. All Heil DuraPack® style bodies, including the Command-SST® and Half/Pack® LowRider®, are available with up to 90 DGE (Diesel Gallon Equivalent) six-tank configuration without the use of frame-mounted tanks. All Heil Half/Pack Front Loader and Automated Front Loader bodies are available with up to 105 DGE in a

seven-tank configuration. The integrated tailgate design allows for the entire CNG system to be installed in the tailgate and offers an extended range without the need for a costly split-system design. In addition, this design provides access to commercial "fast-fill" fueling stations for more time on route.

SENTINEL SOLENOID SYSTEM

When equipped, the optional Heil CNrG Solenoid System will monitor and display live in-cab CNG system and tank pressures and notifications on the In-Sight™ Diagnostic Display. Additionally, the system detects leaks (visually and audibly) while closing solenoid valves of affected tanks to isolate the leak(s).

3rd Eye Digital

www.3rdeyecam.com

3rd Eye® Digital is the best fleet management tool to modify your drivers' behavior, reduce accident costs and generate more revenue from your vehicles. It gives you unmatched awareness of what's happening with your vehicles and drivers at all times. Drive top-line growth while improving operational efficiency.

3rd Eye Mobile

3rd Eye has developed the industry-leading truck camera systems and monitors, designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures. The 3rd Eye truck camera systems are available with recording capabilities through our built-in SD Card Monitors and stand-alone mobile DVR units.

Collision Warning Radar Systems

The 3rd Eye family of "Integrated Collision Warning Radar Systems" offers cutting-edge solutions to protect both the public and your drivers. 3rd Eye IRIS vehicle radar systems will continue to drive up profitability by helping reduce costly blind spot accidents while increasing peace of mind and productivity within the organization!

ESG Connected Collections

www.3rdeyecam.com/connected-collections

Connected Collections® converts vehicle-borne data into valuable information that fleet owners can use to make better decisions – faster. Everything ports through one cell connection to the cloud – and then to the 3rd Eye Eye-Site™ Business Intelligence – where it is disseminated to 3rd Eye SaaS modules or the powerful Soft-Pak® back-office suite of software for further processing.

Enhanced Fleet Awareness

3rd Eye® Digital provides a comprehensive suite of fleet management reporting and recording tools that incorporate onboard cameras, engine and transmission vehicle analytic data, and body monitoring systems, that transform data into information through its Connected Collections® Digital Strategy. Connected Collections helps fleet owners to make better decisions – faster. From accurate GPS location tracking to fuel consumption to video service logging, 3rd Eye Digital provides fleet owners with an ala carte menu of features that support Connected Collections – delivering enhanced productivity, accurate Positive Service Verification through Verif-Eye, communication of critical chassis and body system sensor data through Optim-Eyes, and much more. The 3rd Eye gateway allows the transmission of all video, radar, and chassis/body data to be transmitted to any number of backroom route management software suites, like the industry-leading Soft-Pak back-office suite – now part of the ESG family. If your fleet is in the business of providing a billable service, like waste collection, product delivery, or service delivery – positive service verification is essential to running your business efficiently and profitably.

3rd Eye Verif-Eye®

With the 3rd Eye Verif-Eye® Positive Service Verification solution, you now have real-time video-based evidence at your fingertips to ensure your customers have been serviced, the package has been delivered, or the can or container has been dumped – or not dumped. Through both GPS route tracking, combined with video affirmation, a claim of no service can easily be investigated and resolved before you must spend time and money to dispatch your assets a second time. And with Soft-Pak® combined with 3rd Eye – refuse haulers using Mobile-Pak® can have real-time updates sent to their in-cab tablets for efficient route communication with the driver that keeps end-users happy. Verif-Eye is part of ESG's Connected-Collections digital strategy. Connected-Collections helps fleet owners make better decisions – faster.

Optim-Eyes Connected-Collections™

The Optim-Eyes Connected-Collections™ module provides fleet owners with an onboard mechanic that never takes a day off – never sleeps and is always monitoring the health of a fleet's assets. With Optim-Eyes, critical chassis systems are monitored, and data is transmitted in real-time via the 3rd Eye digital connection. This single point of connectivity allows for video and data to be sent to 3rd Eye Eye-Site™ Business Intelligence – where data is converted into information that helps maintenance specialists improve the uptime of their fleet. Catastrophic events are avoided, maintenance can be scheduled – and "downed" trucks are minimized. Optim-Eyes is part of ESG's Connected-Collections digital strategy. Connected-Collections allows fleet owners to make better decisions – faster.

EYE-SITE™

Introducing the new 3rd Eye User Interface, Eye-Site. We've made it very simple to navigate – yet very comprehensive – just like you asked. We put reams of data at

your fingertips – allowing you to identify areas of importance with the ability to focus on profit leakage, such as not outs, overloaded or blocked containers – or other exceptions that you define. We've also made the Eye-Site interface scalable – which means it works perfectly, whether you're on your cell phone, your tablet – or sitting at your desk. With more people working remotely – this was a key feature that you demanded. You also needed it flexible – as every fleet is different – and you wanted the ability to customize the outputs based on your needs. Experience the new 3rd Eye Eye-Site customizable platform that puts you in the driver's seat. This is all a part of ESG's Connected Collections™ vision – focused on helping fleet owners make better decisions faster.

Soft-Pak®

www.soft-pak.com

The Soft-Pak® suite of products is a complete operational software solution that delivers the power and flexibility to succeed in today's competitive waste hauling marketplace. Whether you are an industry-top 20, a municipal operation, or a mid-size hauler with a single facility, Soft-Pak can effectively manage your operations. With Soft-Pak, all customer service, billing, routing, and operational information is available for users in a controlled and easy to access system. Operating on your own server or on the cloud, you choose what is best for your operation.

Web-Pak®

The Web-Pak® web module allows haulers to extend account information and secure online payment directly from Soft-Pak and e-Pak™. Web-Pak can run locally on a web server, an iSeries, or on the Soft-Pak data center. By extending service information, delivery, and payment options directly to your consumer, you enable customers to easily request service changes, review current and historical account information, and allow for secure payments at their convenience.

Curotto-Can®

For nearly two decades, the Curotto-Can® has been innovating how residential trash and recyclables are collected across the country. Safety and productivity have been top priorities since the beginning. With the Curotto-Can automated garbage truck solution, drivers' eyes are constantly focused forward, and unlike a traditional automated side loader, never have to look in the mirror to operate the arm. With productivity increases of up to 30% over a standard ASL, no cart lost in the hopper, and no wasted time pulled over waiting on the hopper to clear, the Curotto-Can automated garbage truck is the most inexpensive way to collect residential trash without equal. Front-loaders have a track record of robust construction and proven reliability, durability, and uptime. Standardizing your fleet with the Curotto-Can system provides operational flexibility with fewer collection vehicle models to maintain. Instead of having a mixture of ASL's and commercial front loaders, this allows for one front loader platform to collect both commercial and residential. It can handle cleanups, bulk collection, commercial collection, single-stream routes, and green waste. Given the flexibility of the Curotto-Can, rear loaders and drop frame side loaders are deemed obsolete, saving fleet owners from maintaining costly spares. A huge benefit of the Curotto-Can is its ability to handle "take-all" routes. Unlike most automated side loaders, the Curotto-Can – and its low-lift loading height makes loading mattresses, couches, etc., as easy as a drop-frame side loader, but allows for much higher productivity – due to the speed of the Curotto-Can automated arm. And unlike any side loader, the driver's eyes are always focused in front of the vehicle, making it the safest refuse collection vehicle offered today.

Parts Central®

www.heil.com/parts-central

Parts Central® provides Genuine OEM Parts for ESG brands including; Heil®, Curotto-Can®, Bayne Thinline®, Marathon®, and 3rd Eye®. Genuine OEM parts are manufactured to the exact specifications and processes on the same production lines as the parts originally installed on your equipment. This means Genuine OEM parts fit perfectly every time and are your best choice for performance and reliability. Parts Central offers upgrade kits and remanufactured parts for your equipment. Our Fen-X® Reman program is a like-new solution at a lower price where components are replaced or remanufactured to meet OEM specifications. An economical repair option for your older equipment or mixed fleet may be aftermarket parts of Parts Central.

Bayne Thinline

www.baynethinline.com

Bayne has been in business for over 40 years and is proud of our reputation as a leader in the solid waste industry. Specializing in the design, manufacturing, and assembly of hydraulic cart lifters in our state-of-the-art facility enables Bayne total control over providing you, the customer, with a quality, dependable product. Our mobile refuse applications feature the patented Thinline® rack-and-pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime. Our diverse line of cart lifters for mobile refuse trucks is second to none, and we have models that work with almost any application and budget.

Nextelligence® Training Platform

www.heil.com/nextelligence-training

		<p>We are excited to announce the launch of our Nextelligence® Training Platform, which is designed to increase the knowledge and capabilities of Service Technicians for the Heil® Product Line. We have carefully developed the Nextelligence program to increase the technical expertise of your technicians to reduce repair time for the fleets you service, increase productivity of your Heil products or that of your customers – and provide your technicians with invaluable Troubleshooting knowledge that they can then use to train other technicians.</p> <p>SERVICE SHACK When you need a little help regarding a common maintenance issue – Service Shack® is available – free of charge. Want to know how to set pressures on your DuraPack 5000? No problem! Have a question regarding calibrating your Command-SST arm? We've got you covered. With tons of different topics to choose from, this should be a bookmark you add and return to often, as the content is continually being updated.</p> <p>Note: All product brochures are available in the appendices.</p>
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Refuse Collection Vehicles Automated Front Loaders Front End Loaders Automated Side Loaders Rear Loaders CNG Options Digital, Mobile Camera and Radar Systems 3rd Eye Digital 3rd Eye Mobile Camera Systems Integrated Radar System Truck Cameras Truck Camera Monitors Digital Video Recorders Vehicle Radar Systems Truck Camera Accessories Software Solutions for Waste Haulers Operations In-Cab Computing Routing Billing Services and Support Refuse Collection Vehicle Associated Equipment The Curotto Can Commercial Gripper Cart Tippers and Accessories Training and Technical Support OEM Parts and Related Products</p>
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	<p>Heil does offer full turnkey solutions where applicable. Due to the unprecedented market conditions that have affected the global supply chain, availability of many chassis brands and models has been disrupted. While we do maintain chassis specifications for the most popular brands and models, at any given point and time, they may not be immediately available and require the chassis to be ordered. Similarly, in Canada this can be more difficult as well due to various regulations regarding emissions and chassis specification requirements. Furthermore, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.</p>
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	<p>Many of the Chassis OEMs have electric chassis options that are available to Sourcewell members. Heil has worked with each of them to develop an integration strategy for mounting the Heil RevAMP electric side loader. Through our partnerships with OEM dealers, we can assist any Sourcewell member with procuring an electric chassis option.</p>

Table 3B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Due to the cost associated with battery electric vehicles, these are ordered on a case-by-case basis, and we will assist the Sourcwell member in this process.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	<input checked="" type="radio"/> Yes <input type="radio"/> No	Due to global supply chain issues, chassis availability in the market has been less than previous years. All makes and models are not necessarily in stock at any given moment and will potentially have to be ordered from the manufacturer.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	<input checked="" type="radio"/> Yes <input type="radio"/> No	Many Heil products have options such as the Heil Autonomous Lift Option, as well as 3rd Eye and Bayne Thinline, all have products or options designed with operator and vehicle safety in mind.	*
26	Maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Heil is fully prepared and capable of servicing ALL Sourcwell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group. Heil products are represented by a network of more than 50 knowledgeable dealers in the United States, Canada, and Mexico capable of providing complete Sales, Parts & Service. Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcwell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

Table 5: Pricing and Delivery

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

Change Request Form.

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Heil maintains individual MSRP Price guides or Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment by product in the appendix and parts pricing. We've also included Curotto Can MSRP pricing, 3rd Eye Digital, Parts and Installation list pricing as well as Soft Pak list pricing. Within the MSRP Price Guide or associated price lists, the Sourcewell member will find each product offered along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. Similarly, the Sourcewell member was requesting a quote for 3rd Eye or Soft Pak product or services, the Heil Dealer will provide an itemized list of products, services and or installation fees. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP or List price. Rental pricing is as stated and would include any discount from the rental company.
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP as well as any associated surcharges for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.
30	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.
31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Heil does not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides, and we then review those items with the Heil Dealer to ensure they have provided a line-item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Also, these non-standard options could include fuel delivery systems. For example, the installation of an LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as an LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight or shipping charges are not included in the pricing due to the variable rates associated with distance, location and method. Our Heil Dealer will provide a shipping quote for the equipment, parts or products and it will be a line item on the quote to the Sourcewell member.

33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guides submitted for any of the products in this proposal. Freight and or delivery would be included from the Heil Dealer in the final pricing for every Sourcewell order. For a Heil unit, the Heil Dealer will make delivery to the Sourcewell member location unless other arrangements have been agreed upon between the Member and the Heil Dealer. For example, this might include training at the Heil Dealer location prior to the Member taking receipt of the unit.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii or Canada would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska, Hawaii, or Canada, all costs for shipping would be calculated by the Heil Dealer and quoted to the customer at time of order.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's network of well trained, entrepreneurial Dealers at locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Heil's payment terms are Net 30. Sourcewell members will be paying the Heil Dealer directly for any equipment, product or service.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities. In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	One of the unique attributes of our proposal is the extensive Heil Dealer network that is available to serve the Sourcewell members anywhere throughout the US and Canada. Our dealers have various Customer Relationship Management software, as well as various quoting software. With the Sourcewell members having the advantage of working locally with their Heil Dealers, there are no standard transaction forms within the network. Similarly, the customized service agreements that are available to the Sourcewell members preclude having a standard form agreement.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower. However, some Heil Dealers may have payment systems in place where products such as 3rd Eye or Parts Central may be paid in this manner, but it will be on a dealer-by-dealer basis.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company is very active in national and regional industry organizations and activities. Some of our executives are currently serving on the board for EREF (Environmental Research and Education Foundation) Brian Parker our Vice President of Engineering, David Young, Vice President of Aftermarket along with our President, Pat Carrol. We are also involved in the NWRA (National Waste and Recycling Association) where currently have team members Sam Podgorny, Savannah Chandler and Maggie Duckworth serving on the Women's Council for this organization and we have an executive, John Curotto, President of The Curotto Can Company who is a member of the NWRA Hall of Fame. We also have several of our team members, Brandon Volner, Vice President of Product Management, Sam Podgorny and Brad Gust who are part of FILA (Future Industry Leaders Alliance) and remain active there. At the dealer level, many of our Heil Dealer are active participants in their local SWANA (Solid Waste Association of North America) chapters.	*
44	What percentage of your sales are to the governmental sector in the past three years	25%	*
45	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Heil does not have a GSA contract	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York	Government	New York - NY	Refuse	> 400	> 30 million	*
City of San Antonio	Government	Texas - TX	Refuse	> 50	> 7 million	*
City of San Diego	Government	California - CA	Refuse	> 50	> 7 million	*
City of Dallas	Government	Texas - TX	Refuse	> 40	> 4 million	*
City of Fresno	Government	California - CA	Refuse	> 40	> 4 million	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Mount Holly	Shane Jones	980-522-0381	*
Town of Chapel Hill	Mark Agosto	919-969-5143	*
City of Suffolk	Jason LaLonde	757-514-4426	*
City of Hampton	William Heckstall	727-726-2909	
City of Chesapeake	John Eader	727-382-3380	

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
50	Sales force.	Heil has over 30 authorized dealers in more than 60 locations throughout the United States and Canada. Each Heil Dealer employs a sales team for the products included in this proposal. In addition, we have 8 Regional Managers employed by Heil that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs.	*
51	Dealer network or other distribution methods.	Heil has over 30 authorized dealers in more than 60 locations throughout the United States and Canada. A complete Heil Dealer list located in Appendix	*
52	Service force.	Our Heil Dealer Network comprises over 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access: https://www.heil.com/support	*

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Whether it's Heil, 3rd Eye, Parts Central or any of our brands, Heil provides an easy process for Sourcewell members to procure our products and services and the process is the same whether it is in the United States or Canada. Our Heil dealers provide a seasoned and trained salesforce able to assist any Sourcewell member as they determine the best product and application for their need. The Heil Dealer also has complete access to our Engineers and Product Management teams should any questions arise during the specification process. When the Sourcewell member is satisfied that the product will meet or exceed their expectations, the Heil Dealer will provide an itemized quote to the Sourcewell member so that a purchase order can be generated. After this, the Heil Dealer will take care of the remainder of the ordering process with Heil and will provide the customer with updates regarding delivery. There could be sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turnkey solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution.	*
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for all products and services included in this proposal as well as through our extensive US dealer network. At Heil we pride ourselves on customer satisfaction and support while meeting or exceeding the customer expectations. Sourcewell members are only one phone call away from the most knowledgeable dealer network in the industry. Heil Dealers work directly with the Sourcewell member to keep their products and services running at peak efficiency. Dealers offer local, personalized service on all Heil units and other products. Parts Central® provides Genuine OEM Parts for ESG brands including Heil®, Curotto-Can®, Bayne Thinline® and 3rd Eye®. Genuine OEM parts are manufactured to the exact specifications and processes on the same production lines as the parts originally installed on your equipment. In addition, Heil has an excellent staff of highly trained engineers at our factory that are available to assist with technical questions about any Heil product or service.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Heil is fully prepared and capable of servicing all Sourcewell Member segments.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Heil is fully prepared and capable of servicing all participating entities under this contract through our Heil Dealer network in Canada. Our pricing is in USD, but our Heil Dealers will be able to quote Canadian entities is CAD when desired. (Note: The Heil RevAMP is not available in Canada through Heil.)	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States or Canada with participating entities that we will not be serving through this proposed contract.	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and capable of servicing all Sourcewell Member segments.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.	*

Table 12: Marketing Plan

Line Item	Question	Response *
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil has been and continues to be aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks and work with them to provide training and guidance regarding how to best take advantage of our Sourcewell contract. We also encourage them to utilize Sourcewell marketing materials and displays for any local trade shows they attend. We regularly post on social media and utilize email blasts where we include Sourcewell. In addition, we have a stand-alone landing page on the Heil website dedicated to Sourcewell. Furthermore, we display our Sourcewell contract proudly on all our eBrochures.
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.
62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been valuable partner in the implementation and success of this contract since the first award in 2012. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will continue to be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. Due to the many options that are offered on both body and chassis along with the integration that must occur between the two components, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what applications will best meet the Sourcewell member's need.

Table 13: Value-Added Attributes

Line Item	Question	Response *
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Heil offers a wide array of custom training through our Nextelligence Training Platform, which is designed to increase the knowledge and capabilities of Service Technicians for the Heil® Product Line that keeps our sales management and Dealer sales force up to speed on our products. We have carefully developed the Nextelligence program to increase the technical expertise of your technicians to reduce repair time for the fleets you service, increase productivity of your Heil products or that of your customers – and provide your technicians with invaluable Troubleshooting knowledge that they can then use to train other technicians. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. In-person training sessions. Nextelligence Training is generally conducted at the Heil Training Center in Ft. Payne Alabama. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors. Training is optional but can be included during the quoting process and the Heil Dealer may provide training support through their dealership as well. Training costs are determined by class and training level. Nextelligence Bronze training is completely free of charge with absolutely no obligation. Also, Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian.

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	<p>For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products. 3rd Eye onboard garbage truck camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. One of the largest causes of truck accidents is the failure to see danger in the driver's blind areas. With our integrated IRIS Radar technology, you will benefit from the advantage of object detection/collision warning even under the most extreme applications. The new IRIS Radar from 3rd Eye is 7 times more powerful than our previous offering – and is more accurate. The IRIS Radar's increased frequency allows for the detection of multiple smaller objects at the same time. Instead of a fan pattern view, the new IRIS system tightens the detection zones – which means far better detection of obstructions that are there – allowing the driver to focus on the job at hand. In short, 3rd Eye Vehicle Radar Systems are the go-to solution to assist drivers by notifying them of other vehicles as well as obstacles they may not see. Also, The Curotto-Can is the only automated system that provides an "Eyes-Forward" working environment and results in improved operator and public safety.</p>
66	Describe how the equipment you propose simplifies the operation for end-users.	<p>Automated Frontloaders Heil front load garbage trucks are available in ultra-efficient automated front-load models. Equipped with The Curotto-Can automated carry can, automated front loaders allow for the collection of both commercial and residential waste with a single garbage truck. The simple addition of a Curotto-Can® automated carry can for front loaders turns a Heil Half/Pack® Standard, Sierra, or LowRider from a commercial front load titan into a super-efficient, neighborhood-friendly waste collection machine. The Curotto-Can allows operators to keep their eyes forward, where they need to be, for safer, faster residential refuse collection. The patented Odyssey Controls technology incorporates load-sense piston pumps, in-cylinder position sensors, and the mobile controller, providing a highly efficient automated frontloader that's high tech, high productivity, and low maintenance.</p> <p>Commercial Frontloaders with H.A.L.O The Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one. Finding, hiring and training new drivers is expensive. Operator turnover means that fleet owners incur lower productivity from new drivers as well as higher maintenance costs from operators not familiar with dumping commercial containers. The Heil Half/Pack front loaders equipped with H.A.L.O. controls safely dump ANSI standard containers with the press of one button, allowing the operator to focus on safety operating the front loader. Fleet owners now have operators that are safer and more productive on day one. The H.A.L.O. Semi-Autonomous Controls are a ground-breaking innovation that helps to solve these issues and more. You can save up to \$5,800 per truck / year in overall cost, including accelerated training, increased safety, reduced maintenance, and increased productivity.</p> <p>Connected Collections 3rd Eye Digital allows fleet owners to see both what the driver see and doesn't see in real time. This information allows fleet owners to assess route conditions, customer service events, and driver behavior. All of this is passively uploaded to the cloud where the information is ported to Soft-Pak for customer billing. Driver behavioral events are ported to the 3rd Eye review team to alert fleet owners of possible coaching events as well as post-event fault analysis. Engine data is run through analytics for predictive maintenance where open work orders can be automatically sent to a fleet's maintenance system based on vehicle fault codes via the 3rd Eye Optim-Eyes® module.</p>

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<p>The Curotto-Can® Automated Carry Can has the fastest load time of any automated system on the market and delivers a proven 25% to 30% productivity advantage over automated side loaders. By using the robust reliability and additional capacity of a front loader, this carry can delivers game-changing performance that will enable you to service more customers, more quickly, in more applications. Another benefit of this product is the eyes-forward operation enhances operator and public safety as well as reduces the risk of repetitive stress injuries. Along with this, the low 108" cart dump height allows for safer operation because it is well below typical wires, trees, and other overhead obstructions. Our exclusive "clean front head" relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime. From a digital perspective, with Connected Collections modules engaged, fleet owners have the full power of enhanced vehicle telematics at their disposal to assess any number of critical data feeds to monitor the driver's environment. They can mitigate accident liability through real-time video event recording, identify risky behaviors, vehicle & routes, events can be used for training purposes, and they can exonerate drivers when not at fault. The 3rd Eye Digital system allows users to see triggered events based on driver behavior as well as the opportunity to purchase live streaming for real-time viewing of their drivers. The 3rd Eye Digital System has built-in accelerometers that will trigger events back to your custom 3rd Eye Web Portal. These events are reviewed by a dedicated review team and scored with any infractions associated. Once reviewed, users will be notified of these infractions and given the opportunity to coach the driver. From an operational standpoint, 3rd Eye Digital can trigger specific events based on body behavior in your specific industry. As an example, a JPEG image or Video can be triggered every time a garbage truck extends the arm of the vehicle to pick up a customer's can. The following list contains examples of a triggered event that is sent to our review team for further review: Hard Brake, Hard Turn, Hard Acceleration, High speed (can be customized), Speeding, Following too Closely (using video analytics) Stop Sign Detection (vehicle runs/rolls stop sign), rollover, live tampering (unit becomes disconnected), Low accelerometer (pothole, curb jump, etc.), high accelerometer (hard hit usually from collisions, a major bump in the road, speed bump at high speeds, etc.) The new IRIS Radar from 3rd Eye is 7 times more powerful than our previous offering and is more accurate. The IRIS Radar's increased frequency allows for the detection of multiple smaller objects at the same time. Instead of a fan pattern view, the new IRIS system tightens the detection zones which means far better detection of obstructions that are there and allows the driver to focus on the job at hand. In short, 3rd Eye Vehicle Radar Systems are the go-to solution to assist drivers by notifying them of other vehicles as well as obstacles they may not see. The new IRIS Radar can also be programmed for forward and side exclusion zones to help eliminate false alerts— so body side ladders, chains, or hooks don't set off the alarm – but obstructions three feet away do! The 3rd Eye family of Integrated Avoidance Warning Radar Systems offers cutting-edge solutions to protect both the public and your drivers. This system will continue to drive up profitability by helping reduce costly blind spot accidents while increasing peace of mind and productivity within the organization. Another example would be the Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one.</p>
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68	Describe any technological advances that your proposed products or services offer.	<p>One area where we have made significant advances technologically is around digital fleet management solutions. With the Eye-Site™ User Interface, 3rd Eye customers will have access to the most comprehensive interface out there designed to allow easy access to millions of data points driven by Eye-Site Business Intelligence, the engine that fuels Connected Collections. With Eye-Site, users can easily manipulate fleet information, Optim-Eyes® data feeds, Safety Intelligence information or a host of other customizable reports that help fleet owners make better decisions faster. With the 3rd Eye Verif-Eye® Positive Service Verification solution, you now have real-time video-based evidence at your fingertips to ensure your customers have been serviced, or the can or container has been dumped or not dumped. Through both GPS route tracking, combined with video affirmation, a claim of no service can easily be investigated and resolved before you must spend time and money to dispatch your assets a second time. With Optim-Eyes, critical chassis systems are monitored, and data is transmitted in real-time via the 3rd Eye digital connection. This single point of connectivity allows for video and data to be sent to 3rd Eye Eye-Site™ Business Intelligence where data is converted into information that helps maintenance specialists improve the uptime of their fleet. Catastrophic events are avoided, maintenance can be scheduled, and “downed” trucks are minimized. Another product that represents our advancements in technology is the RevAmp. The Heil RevAMP automated side loader was developed with a mission of revolutionizing refuse collection. The 100% electric arm and auger compactor allows fleets to reduce their environmental footprint by reducing fuel use and greenhouse gas (“GHG”) emissions, while also eliminating hydraulic oil spills. This combination enables the operation of a fully electric automated refuse collection vehicle (“RCV”), versus hybrid technologies that adapt a traditional hydraulic body to a battery-powered chassis and still require hydraulic hoses to operate the body functions. The all-electric body features an arm with no kick-out, that provides a shake-free and smooth operation. The arm itself is much quieter and does not have any hydraulics to power it. The auger compactor allows for compaction through the front wall of the body and unloading with a pack-through eject panel to discharge the waste. This design provides a self-cleaning hopper and does not require tilting of the body to unload it. With all body and arm functions being battery powered, no energy is drawn from the engine to power the body and the arm. Another revolutionary advancement is the Heil Odyssey Controls. These Heil® products feature or are available with a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. Odyssey® Controls for Commercial and Residential Half/Pack® Front Load bodies are equipped with an updated joystick that contains integrated Pack Extend and Pack Retract functions. The products also have as standard, our Streetwise Hydraulics. This is our exclusive “clean front head” which relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime. Another example would be the Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one. In regard to our CNrG compressed natural gas system, all Heil DuraPack style bodies are available in up to 90 DGE configurations without frame-mounted tanks. Heil Half/Pack Front Loader and Automated Front Loader bodies are available in up to 105 DGE in a seven-tank configuration. The tailgate design also allows the use of commercial fast fill fueling stations. When equipped, the optional Heil CNrG Solenoid System will monitor and display live in-cab CNG system and tank pressures and notifications on the In-Sight™ Diagnostic Display. Additionally, the system detects leaks (visually and audibly) while closing solenoid valves of affected tanks to isolate the leak(s). The Heil Lowrider hits the streets 12” lower than a standard front loader and tipping the scales at 4,150 lbs. less than our standard Half/Pack. Fleet owners can service more customers and pack up to two tons more payload. A customer can also add Lightning Cylinders and you have a 23% faster container dump cycle when compared to a non-Lighting equipped Heil front loader. Combine all of this with Odyssey® Controls and you have more uptime due to there not being any proximity switches, cylinder cushions, air lines, or MAC valves. Another example is the newly integrated Heil Half/Pack body with Freightliner EconicSD chassis is now available in a commercial front load package. This exclusive offering provides the proven Half/Pack with Odyssey® Controls as a standard feature and delivers a level of performance and smooth operation that no one can duplicate. The new articulating arm design maintains the industry standard 13’ 6” maximum stowed arm height and can operate automatically so the driver can simply carry on as usual without having to learn a new method of dumping.</p>
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69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate green practices into our company processes as well as into our products. We have a CNG fueling station at our facility in Ft. Payne as well as a battery charging station for battery electric vehicles at our plant. As part of our manufacturing process, we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications. We recycle 100% of the scrap steel used to make our products and actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets. As a Dover company, Heil supports Dover Corporation's Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise. Throughout Dover's history, their commitment to corporate responsibility and sustainability has created significant value for Dover. In 2020, Dover began implementing a three-year plan to expand our Environmental, Social, and Governance ("ESG") disclosures, metrics, goals, and oversight. This journey commenced after extensive dialogue with our stakeholders and with the strong support of and collaboration with our Board of Directors. As part of their three-year plan, they launched a sustainability website to disclose key sustainability performance indicators, established a Sustainability Steering Committee to drive the integration of sustainability into business matters, and conducted a materiality analysis and ESG goal setting exercise which helped them identify and set goals on five strategic topics: Energy and Emissions, Innovation for Sustainable Products, Employee Health and Safety, Diversity and Inclusion, and Talent Attraction and Development. We are proud to report that our 2030 climate action goals are approved by the Science Based Targets initiative (SBTi). We developed the emission goals and our other goals after rigorous discussion with key stakeholders and evaluation of technology-specific measures and have developed a roadmap with priority actions for each scope to achieve our goals. We are committed to tracking our progress, renewing these and other sustainability goals as appropriate, and continually improving our performance in other ESG priority areas. Much more information, as well as the goals and metrics can be found at: www.dovercorporation.com/sustainability</p> <p>Our team at Heil focuses its innovation efforts on making solid waste handling and recycling management cleaner, safer, and more efficient. Our waste hauling fleet customers are often asked by municipalities and businesses to both address the need to reduce carbon dioxide equivalent (CO2e) and divert waste effectively. We developed a CNG fuel delivery system to power waste collection trucks that is designed to reduce CO2e by 25% or 25 tons per year when compared to its diesel counterpart. The organic fraction these trucks carry can then be processed to generate biogas. The biogas is then utilized as an energy source for fueling the truck. Heil also is focused on research to enable development of Electric Refuse Collection Vehicles or E-RCVs. Today, Heil is working with large municipalities and major waste haulers in the fielding of electric-powered RCV's. By converting just one refuse collection vehicle from diesel to electric propulsion, on average - 100 Metric Tons per year of GHG emissions are saved. Furthermore, in April 2022, Heil announced the acquisition of certain intellectual property from Boivin Evolution Inc. ("BEV") related to electrically powered refuse collection vehicle ("RCV") bodies. Concurrently with the acquisition, BEV and Heil have entered into a commercial partnership under which BEV will manufacture RCV bodies for markets in Canada and France under the BEV brand, while RCV bodies for markets throughout the rest of the world will be manufactured and supported by Heil. Heil and BEV will also jointly collaborate in the development of future electric-powered refuse collection technologies.</p>
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Being an operating company within the Dover corporate structure, Dover engages with internal and external stakeholders to inform its approach to sustainability matters. Dover has implemented rigorous processes to collect and aggregate global energy consumption and GHG emissions data. Part of that vision driving down our operational greenhouse gas footprint and developing products and services that help customers meet their sustainability goals. One goal is to reduce absolute scope 1 and 2 market-based GHG emissions 30% by 2030 from a 2019 base year. Another goal is to reduce absolute scope 3 GHG emission 15% by 2030 from a 2019 base year by innovating lower emission products. These goals were launched in early 2021 and were approved by the Science-Based Targets initiatives (SBTi). One highlight in the innovation of sustainable products has been through assisting in the transition to clean technology by enabling electrification of trash and recycling trucks. Heil focuses its innovation efforts on making solid waste handling and recycling management cleaner, safer, and more efficient. Our waste hauling fleet customers are often asked by municipalities and businesses to both address the need to reduce carbon dioxide equivalent (CO2e) and divert waste effectively. We developed a CNG fuel delivery system to power waste collection trucks that is designed to reduce CO2e by 25% or 25 tons per year when compared to its diesel counterpart. The organic fraction these trucks carry can then be processed to generate biogas. The biogas is then utilized as an energy source for fueling the truck. Heil also is focused on research to enable development of Electric Refuse Collection Vehicles or E-RCVs. We recently introduced the Heil RevAMP, the first 100% electric on-route refuse body with its own independent battery. Today, Heil is working with large municipalities and major waste haulers in the fielding of electric-powered RCV's. By converting just one refuse collection vehicle from diesel to electric propulsion, on average - 100 Metric Tons per year of GHG emissions are saved.</p>

71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, EJ Equipment and Fer-Marc Equipment.	*
72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the main unique attributes that Heil offers is the ability to be a single source provider for equipment, parts and service for all the various products included in this proposal. Heil can offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader including a wide range of accessories. With our extensive Heil Dealer network, we can offer Sourcewell members localized parts inventories at their Dealer Locations for all models. Along with this, all RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements. With more than 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts & Service, we are very capable to support Sourcewell members after the sale. Furthermore, all Dealers are routinely evaluated to ensure they are providing superior quality and service. Heil also directly employs technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel. Heil owns well over 200 patents which demonstrates our longevity and commitment to innovation in the refuse industry. Our Heil Dealers handle all the warranty direct without pass through to an outside supplier or manufacturer. Our dealers can offer customized preventative maintenance programs that meet the needs of the individual Sourcewell member. Heil can offer complete service, operator, factory and field training for authorized Dealers and Sourcewell members across all product lines. Our manufacturing plant offers on-site alternative fuel system installation, filling and charging stations. In addition to these, Heil offers Sourcewell members completed and ready to go factory RCV inventory with equipment available for immediate delivery. We are also able to offer access to the Heil products through rental programs to fulfill equipment needs of Sourcewell members. Our Heil Dealers also have access to demonstration units if the member would prefer to see a unit prior to making a purchase. All these combined make Heil unique in the marketplace with multiple solutions to serve Sourcewell members throughout the US and Canada.	*

Table 14: Warranty

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

Line Item	Question	Response *	
73	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Heil is fully prepared and capable of servicing all Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.	*
77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims for items and parts that are included in this proposal and then we work internally with our suppliers toward recovery where applicable. Some parts, such as some cylinders, may come with a manufacturer's warranty that is separate from the Heil warranty and those may require involvement with the OEM that manufactured the part. These are generally handled through the Heil Dealer as well.	*
78	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case-by-case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.	*
79	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing Appendices.zip - Tuesday October 17, 2023 10:12:17
- [Financial Strength and Stability](#) - Appendix A - 2022 Dover Annual Report final.pdf - Tuesday October 17, 2023 10:12:30
- [Marketing Plan/Samples](#) - Product Appendices.zip - Tuesday October 17, 2023 10:12:48
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP_110223_Refuse_Vehicles_Contract_Heil - 2023-10-13.docx - Tuesday October 17, 2023 10:13:38
- [Upload Additional Document](#) - Additional Documents.zip - Tuesday October 17, 2023 10:14:00

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Heil Environmental #110223-THC

Pricing for contract #110223-THC offers Sourcewell participating agencies the following discounts:

- A discount of 4% off MSRP as well as any associated surcharges for all products and services which would represent the ceiling price a member would pay to a Heil dealer. The exception to this would be the chassis.
- This discount does not apply to equipment rentals through those various entities as rental pricing has already taken this discount.



River City Hydraulics, Inc.

P.O. Box 6033

Sherwood, AR 72124

Phone: (501) 835-5230

Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
7/2/2025	26646

Name / Address
City of Muskogee PO Box 1927 Muskogee, OK 74402

Ship To
City of Muskogee 229 W. Okmulgee Muskogee, OK 74401

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
HEIL POWERT...	POWERTRAK 1000 REAR LOADER 20 YARD MOUNTED ON FREIGHTLINER M2-106 PLUS	2	ea	227,662.21	455,324.42T
SOURCEWELL...	SOURCEWELL DISCOUNT	2		-6,000.00	-12,000.00T
Options	FULL FACTORY MOUNT			0.00	0.00T
	CLUTCH SHIFT PTO				
	OPERATE AT IDLE (OAI) FRONT MOUNT				
	VANE PUMP (FAST CYCLE PUMP 15-19 SEC CYCLE TIME)				
	DUAL HOPPER WORK LIGHT KIT - TWO LIGHTS - SWITCH IN CAB				
	BODY SIDE BACKING ASSIST LIGHTS - REVERSE ACTIVATED				
	MULTI - FUNCTION LED STROBE / TURN LAMPS - INCLUDES LED LIGHT PACKAGE FOR ENTIRE UNIT				
	ROLL BAR ADJUSTABLE WITH CONTROL KIT LIP AND LATCH KIT - TO SUIT APPLICATION WITH CART TIPPER (S)				
	ONE BAYNE TIPPER TO BE MOUNTED IN THE CENTER OF THE REAR OF THE HOPPER. AN ADDITIONAL TIPPER WILL BE SUPPLIED FOR REPLACEMENT.				
	BASE 3RD EYE SINGLE CAMERA SYSTEM WITH 7" STD. MONITOR AND SINGLE CAMERA MOUNTED ON TAILGATE				

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

Date _____

Print

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

Initial: _____



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

Purchase Agreement

Date	Estimate #
7/2/2025	26646

Name / Address
City of Muskogee PO Box 1927 Muskogee, OK 74402

Ship To
City of Muskogee 229 W. Okmulgee Muskogee, OK 74401

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	20LB. FIRE EXTINGUISHER WITH BRACKET BROOM AND SHOVEL RACK - MOUNTED ON TAILGATE				
	MUD FLAPS - ANTI - SAIL / ANTI - SPLASH - MOUNTED AHEAD OF REAR TIRES				
	MUD FLAPS - ANTI - SAIL / ANTI - SPLASH - TAILGATE MOUNTED BEHIND REAR TIRES				
FREIGHT - Ne...	FREIGHT INCLUDED			0.00	0.00T
	FREE OPERATOR AND MECHANIC TRAINING COMPLETION DATE OF 60 DAYS ONCE ORDER IS PLACED				
	HEIL SOURCEWELL NUMBER 110223-THC CITY OF MUSKOGEE SOURCEWELL NUMBER 17934				

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

Signature _____ Date _____

Print _____

Subtotal \$443,324.42

Sales Tax (0.0%) \$0.00

Total \$443,324.42

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

Initial: _____