

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).

AGENDA
PURCHASING COMMITTEE
JANUARY 12, 2026

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 - 5:00 P.M., 2ND FLOOR CONFERENCE ROOM, MUNICIPAL BUILDING, 229 W. OKMULGEE AVE., MUSKOGEE, OKLAHOMA

1. Consider approval of Purchasing Committee Minutes of December 1, 2025, or take other necessary action.
2. Consider approval of claims for all City departments November 22, 2025 through January 2, 2026, or take other necessary action.
3. Consider approval to purchase a 2026 Chevy 2500 4-WD Crew Cab truck from Joe Cooper Chevrolet, for use in the Emergency Management Department, in the amount of \$51,819.24, or take other necessary action. (Tyler Evans)

ADJOURN

Purchasing Committee**1.**

Meeting Date: 01/12/2026
Submitted For: Dennis Read, Finance
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of Purchasing Committee Minutes of December 1, 2025, or take other necessary action.

BACKGROUND:

Purchasing Committee met on December 1, 2025.

RECOMMENDED ACTION:

Approve minutes.

Fiscal Impact**Attachments**

Purchasing Committee Minutes 12/1/2025

MINUTES

**OF THE PURCHASING COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN THE 2ND FLOOR CONFERENCE ROOM
CITY HALL
DECEMBER 1, 2025**

The Purchasing Committee of the City of Muskogee, Oklahoma, met in Regular Session at 5:00 p.m., on DECEMBER 1, 2025, in the 2nd Floor Conference Room, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

The meeting was called to order and the roll was called as follows:

Present: Chair Jaime Stout; Committee Member Derrick Reed; Committee Member Melody Cranford

Absent: Committee Member Patrick Cale

Staff Kendal Francis, City Manager; Tera Shows, Assistant City Manager; Benita Hotema,

Present: Purchasing Manager; Justin O'Neal, Assistant Parks Director for Expo & Civic Facilities

Attendees: Ron Dean, Observe, Mike Gragg, Observe

1. Consider approval of Purchasing Committee Minutes of November 3, 2025, or take other necessary action.

Motion was made by Committee Member Derrick Reed, seconded by Committee Member Melody Cranford

AYE: Chair Jaime Stout, Committee Member Derrick Reed, Committee Member Melody Cranford

Carried - Unanimously

2. Consider approval of claims for all City departments October 25, 2025, through November 21, 2025, or take other necessary action.

Motion was made by Committee Member Derrick Reed, seconded by Committee Member Melody Cranford

AYE: Chair Jaime Stout, Committee Member Derrick Reed, Committee Member
Melody Cranford

Carried - Unanimously

3. Consider approval to authorize the City Manager to negotiate and execute a performance contract with Dreambound Enterprises (Jo Dee Messina) in the amount of \$70,000.00, plus incidentals, for a concert at the Muskogee Civic Center on March 28, 2026, or take other necessary action. (Justin O'Neal)

Motion was made by Committee Member Melody Cranford, seconded by Chair Jaime Stout

AYE: Chair Jaime Stout, Committee Member Melody Cranford

NAY: Committee Member Derrick Reed

Carried

There being no further business, the meeting was adjourned.

JAIME STOUT, CHAIRPERSON
PURCHASING COMMITTEE

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Purchasing Committee**2.**

Meeting Date: 01/12/2026
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 November 22, 2025 through January 2, 2026, or take other necessary action.

BACKGROUND:

Claims for all City departments.

RECOMMENDED ACTION:

Approve claims November 22, 2025 through January 2, 2026.

Fiscal Impact**Attachments**

Purchasing Claims 1/12/2026

Purchasing Claims (Tourism) 1/12/2026

CITY OF MUSKOGEE CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
254208	ACOM BUSINESS SOLUTIONS, LLC	425.00	check stock
254209	ACTION GROUP STAFFING	6,060.55	temp employees
254210	ANIMAL MEDICAL CENTER	239.00	animal shelter treatments
254211	APPLIED MEDIA CONCEPTS INC	1,459.52	Civic Center truss rigging set up
254212	ATLAS MATERIAL HANDLING LLC	3,592.39	fleet cylinder rebuilds heavy trucks
254213	BANNER FIRE EQUIPMENT INC	487.16	Fire parts for repair
254214	MARI BARNETTE	50.00	swim&fit instructor
254215	BEST VERSION MEDIA LLC	353.60	Civic Center advertising
254216	BLESSED GROUND MAINTENANCE	120.00	lawn care contractor
254217	BREANNA BROWN	143.10	employee miscellaneous
254219	BRITE COMPUTERS	15,724.22	IT-NetMotion support
254220	BROCK SUPPLY CO	429.90	fleet parts
254221	BROKEN ARROW ELECTRIC	759.32	electrical supplies/service
254222	BROWN'S SHOE FIT CO #87	314.95	employee vouchers
254223	CATOOSA SMALL ANIMAL HOSPITAL	3,053.00	Police K9 surgery
254224	CHARBONNEAU, BILLY JO	100.00	swim&fit instructor
254225	CINTAS CORPORATION #2	715.80	uniforms/janitorial
254226	CITY MANAGEMENT ASSOCIATION OF	650.00	membership fees
254227	CITYWIDE PROPERTY MAINTENANCE	700.00	lawn care contractor
254228	CREATIVE APPAREL & MORE	336.46	uniforms/printing
254229	DAVID'S DISCOUNT TIRES INC	844.94	fleet miscellaneous
254230	DEBRA DELZEIT	150.00	swim&fit instructor
254231	DEPARTMENT OF ENVIRONMENTAL QU	62.00	miscellaneous
254232	DUBOIS CHEMICALS INC	429.00	public works chemical
254233	JERRY EATON SCOTT	240.00	teen center tutoring
254234	EXPRESS EMPLOYMENT PROFESSIONA	4,901.06	temp employees
254235	FASTENAL COMPANY	161.45	parts/supplies/janitorial
254236	AVERY LAWN CARE	900.00	lawn care contractor
254237	FIRSTLINE FILTERS LLC	292.32	Facilities miscellaneous
254238	FIVE STAR DEMOLITION	3,899.64	demo contractor
254239	CADENCE PETROLEUM GROUP	1,569.36	fuel
254240	KARLA D GIBSON	50.00	swim&fit instructor
			replace HVAC unit on head works building and
254241	GORDON'S HEATING-AIR CONDITION	63,000.00	collections building
254242	GRAINGER	680.00	parts/supplies/janitorial
254243	HACH COMPANY	3,446.47	water lab supplies/equipment
254244	HARRISON TIRE & SUPPLY	235.00	fleet miscellaneous
254245	HEARTLAND SURVEYING & MAPPING	300.00	legal descriptions
254246	HOGLE COMPANY	13.15	miscellaneous
254247	HULL, JEFFREY S	1,387.50	fleet brake repairs
254248	I 40 RACE SERVICE LLC	125.00	miscellaneous
254249	IBT INC	39.71	miscellaneous
254250	INDIAN CAPITAL TECHNOLOGY CENT	900.00	employee CDL classes
254251	INTERSTATE ALL BATTERY CTR OF	184.00	miscellaneous
254252	JAMES HODGE FORD-LINCOLN-MERC	158.46	fleet
254253	JAY HODGE CHEVROLET CADILLAC I	201.53	fleet miscellaneous
254254	JERAMIE GARCIA	29.74	employee miscellaneous
254255	JOHN DEERE FINANCIAL F.S.B.	1,321.24	miscellaneous/uniforms
254256	JOHNSON'S SERVICE COMPANY	185.00	miscellaneous service
254257	KTNT	250.00	Civic Center radio advertising
254258	KIMBALL MIDWEST	104.12	miscellaneous

254259 KTFX FM RADIO STATION	200.00	radio ad
254260 KAREN LAUDERDALE	100.00	swim&fit instructor
254261 LAZY J PROPERTIES, ANGELA YOUN	100.00	swim&fit instructor
254262 LIVE NATION WORLWIDE, INC	725.00	Civic Center event advertising
254263 LOVE BOTTLING CO - #111902	16.56	concessions
254264 LOVE BOTTLING CO - #208400	265.60	concessions
254265 LOWES	22.69	miscellaneous supplies/parts
254266 LUM ENTERPRISES INC DBA	23,999.00	tire changing machine
254267 MARVIN'S MOWERS AND OUTDOOR LL	29.69	miscellaneous parts
254268 MATLOCK SECURITY SERVICES	105.00	miscellaneous
254270 MORGAN SERVICES COMPANY LLC	145.00	tow services
254271 KELLY MURRY	360.00	airport janitorial services
254272 MUSKOGEE CHAMBER OF COMMERCE	2,000.00	State of Muskogee tables
254273 MUSKOGEE COUNTY TRANSIT AUTHOR	13,271.51	transportation services
254274 MUSKOGEE DAILY PHOENIX	186.66	ad/subscriptions
254275 MUSKOGEE REDI-MIX LLC	6,827.50	concrete contractor
254276 NEWTON, BRYCE DBA	3,230.74	portable septic services
254277 OFFICE DEPOT	158.22	office supplies
254278 OG&E - ACCT #35947999-5	181,653.86	city utility
254279 OKLAHOMA MUNICIPAL LEAGUE	35.00	miscellaneous
254280 OKLAHOMA NATURAL GAS	710.11	city utility
254281 OLSSON ASSOCIATES	47,688.00	sewer plant engineering
254282 OREILLY AUTO PARTS	1,198.96	fleet parts
254283 OTA/PIKE PASS	160.00	tolls
254284 PATE INDUSTRIAL SUPPLY INC	212.62	miscellaneous
254286 PREMIER TRUCK GROUP	63.00	fleet miscellaneous/parts
254287 PREMIER USA INC.	4,297.77	temp employees
254288 PROSEGUR EAS USA, LLC	4,474.40	City Hall security
254289 RON MAYES	154.00	travel/education
254290 ROY'S UPHOLSTERY	125.00	fleet miscellaneous
254291 JENNIFER SARGENT	360.00	teen center tutoring
254292 JAMES SOUTHCOTT A	400.00	Depot Green train conductor
254293 SOUTHERN TIRE MART, LLC	1,530.00	fleet miscellaneous
254294 SPECIAL OPS UNIFORMS	6,376.35	Police uniforms
254295 BEWLEY PRODUCTIONS	3,500.00	State of the City video
254296 STEIDLEY & NEAL, PLLC	175.00	miscellaneous
254297 STEVEN WARRIOR	35.00	employee miscellaneous
254298 STEWART MARTIN EQUIPMENT	181.68	miscellaneous parts
254299 TAYLOR MILLS	154.00	travel/education
254300 TAYLOR PEVEHOUSE	35.00	employee miscellaneous
254301 TERRACON CONSULTANTS, INC	12,571.23	intensive level survey-Central Business District
254302 TIGER NATURAL GAS INC	2,123.52	city utility
254303 TIMOTHY TIDWELL	25.00	employee miscellaneous
254304 TULSA WINWATER CO.	5,169.54	public works operating supplies
254305 WASTE MANAGEMENT OF OKLAHOMA I	62.15	landfill
254306 CINDY WAYMAN	350.00	swim&fit instructor
254307 MICHAEL G WEST DBA WEST'S TOOL	128.61	fleet miscellaneous
254308 LAURA WICKIZER	75.00	swim&fit instructor
254309 RANDI WILLIAMS	50.00	swim&fit instructor
254310 XEROX BUSINESS SOLUTIONS SOUTH	2,490.46	copier services
254311 YORK & MAIN EQUITY GROUP INC	7,800.00	sewer repair
254312 YORK STREET TIRES INC	125.92	fleet miscellaneous
254313 BLUECROSS/BLUE SHIELD OF OK	114,425.21	insurance

254314 BEAN, JOHNNY & JOHNNY B	29.69	utility refund
254315 BEAUVAIS, BARBARA J	11.52	utility refund
254316 D R & G SERVICES, LLC	2,062.71	utility refund
254317 DEMERS, ROBERT	7.08	utility refund
254318 HERRIMAN, PATRICK W	16.69	utility refund
254319 HILFIGER PROPERTIES I, LLC	25.98	utility refund
254320 KIRKHART PROPERTIES, LLC	0.78	utility refund
254321 MARTIN DESIGN ASSOCIATES	4.05	utility refund
254322 MCCLENDON, CAROL J	10.73	utility refund
254323 MID CONTINENT CONSTRUCTION	180.00	utility refund
254324 RNC PROPERTIES, INC	14.22	utility refund
254325 SHUMAN, MARY S	8.56	utility refund
254326 VANERI, LLC	2.80	utility refund
254327 WIEDEL, VERONICA L	25.99	utility refund
254328 BERRYMAN, KYLA N	5.25	utility refund
254329 BIRD, MAX D	88.53	utility refund
254330 BRANDT, BETH	26.43	utility refund
254331 CRABTREE, BILLY E	90.00	utility refund
254332 FRENCH, DEBBERA JUNE	10.95	utility refund
254333 GARCIA, ISAAC A	100.00	utility refund
254334 GARRETT, STEPHANIE	20.82	utility refund
254335 HATHCOAT, CHERYL M	2.53	utility refund
254336 HAYNES, CYNTHIA MARIE	11.48	utility refund
254337 HUTTON, CHARDONNAY B	6.30	utility refund
254338 MARK & ANGIELYN O'CONNOR	31.61	utility refund
254339 MIMS, TALAYA	11.48	utility refund
254340 ROBERTS JR, RAY M	13.04	utility refund
254341 SCHAEFFER, ERIC M	12.99	utility refund
254342 TOBEY, JAXON	13.40	utility refund
254343 ABIGAIL WRIGHT	19.00	travel/education
254344 ACCURATE LABS & TRAINING CENTE	3,355.00	water testing/lab
254345 ACTION GROUP STAFFING	4,709.12	temp employees
254346 ADVANCED WORKZONE SERVICES	230.00	traffic supplies
254347 ALLMAX SOFTWARE LLC	4,944.00	Wastewater work order program
254348 ALLSTATE TERMITE&PEST SOLUTION	2,707.00	exterminator contractor
254349 APAC CENTRAL INC	7,076.30	road materials contractor
254350 BEN E. KEITH	343.53	concessions
254351 VIDA BERRY	458.33	swim&fit instructor
254352 BRENNTAG SOUTHWEST INC	15,096.00	chemical contractor
254353 BROKEN ARROW ELECTRIC	2,114.51	electrical supplies/service
254354 BROOKE KING	300.00	e-sports start up
254355 BROWN'S SHOE FIT CO #87	332.00	employee vouchers
254356 PRO OVERHEAD DOOR	1,780.13	repair to airport bi-fold hangar door
254357 CARE AROUND THE CLOCK INC	30,349.00	medical services
254358 CDW GOVERNMENT INC	108.45	miscellaneous
254359 CENTRAL SALT LLC	2,144.54	salt contractor
254360 CHRYS TINSLEY	250.00	softball fees refund
254362 CINTAS CORPORATION #2	4,631.34	uniforms/janitorial
254363 COMMUNITY CARE EAP	520.70	miscellaneous
254364 CONNECT DME, LLC	1,990.00	medical equipment
254365 COOK CONSULTING LLC	109,452.70	Haskell pump station final
254366 CORE & MAIN LP	7,288.95	public works parts
254367 CORPORATE TO CASUAL SCREEN PRI	3,333.60	uniform service

254368 CRAWFORD & ASSOCIATES, P.C.	38,395.00	FY25 audit work
254369 CREATIVE APPAREL & MORE	751.80	uniforms/printing
254370 DASH MEDICAL GLOVES INC	81.54	miscellaneous
254371 DEALERS ELECTRICAL SUPPLY	23.76	miscellaneous
254372 KENYONNE DERRICK	525.00	teen center fitness
254373 DANIELLE DEZSO-JONES	337.50	swim&fit instructor
254374 DIANA WILSON	38.01	travel/education
254375 DP SUPPLY CO	792.00	miscellaneous supplies
254376 EAST CENTRAL ELECTRIC	145.00	city utility
254377 ELLSWORTH PAVEMENT MAINTENANCE	5,851.54	Hatbox parking lot improvements final
254378 EXPRESS EMPLOYMENT PROFESSIONA	5,195.36	temp employees
254379 FASTENAL COMPANY	763.10	parts/supplies/janitorial
254380 FLEETPRIDE INC	1,226.91	fleet miscellaneous
254381 CADENCE PETROLEUM GROUP	22,045.01	fuel
254382 GOLDEN CORRAL INC	3,520.00	employee party catering
254383 GRAINGER	2,367.98	parts/supplies/janitorial
254384 GREAT PLAINS CONSULTING	6,835.00	inspections-Civitan Drainage project
254385 GREEN COUNTRY BEHAVIORAL HEALT	750.00	clinical sessions
254386 HACH COMPANY	68.75	miscellaneous
254387 HARRISON TIRE & SUPPLY	200.00	fleet miscellaneous
254388 HAYNES EQUIPMENT COMPANY	12,709.40	Public works equipment maintenance
254389 USA BLUEBOOK	1,133.37	Public works lab equipment
254390 HOGLE COMPANY	47.90	miscellaneous
254391 HOOD & ASSOCIATES, CPAS, PC	8,876.75	FY22 single audit
254392 I 40 RACE SERVICE LLC	250.00	miscellaneous
254393 IBT INC	57.12	miscellaneous
254394 IDEXX DISTRIBUTION, INC.	6,755.53	Public works sealer care
254395 J & R EQUIPMENT	131.64	fleet miscellaneous
254396 LORI JEFFERSON	400.00	teen center tutoring
254397 JOHN DEERE FINANCIAL F.S.B.	824.46	miscellaneous/uniforms
254398 JOHNSTONE SUPPLY OF TULSA	181.74	miscellaneous
254399 TRAINING KAMP, LLC	240.00	miscellaneous
254400 LAFERRY'S PROPANE CO	18.00	miscellaneous
254401 LOCKE SUPPLY CO	1,122.68	miscellaneous supplies/parts
254403 LOWES	3,806.07	miscellaneous supplies/parts
254404 MAIN STREET MUSKOGEE, INC	25,000.00	Q2 economic development
254405 MED-TAC INTERNATIONAL CORP	1,113.00	Police medical packs
254406 MORGAN SERVICES COMPANY LLC	235.00	tow services
254407 MUNICIPALH2O.COM	500.00	miscellaneous
254408 KELLY MURRY	127.50	airport janitorial services
254409 MUSKOGEE COMMUNICATIONS, INC.	450.00	communications
254410 MUSKOGEE COUNTY ASSESSOR	5,766.89	sinking fund visual inspection
254411 MUSKOGEE COUNTY TRANSIT AUTHOR	13,271.51	transportation services
254412 MUSKOGEE LOCK & KEY	185.52	miscellaneous
254413 MUSKOGEE REDI-MIX LLC	2,060.00	concrete contractor
254414 NEWTON, BRYCE DBA	562.50	portable septic services
254415 NUESYNERGY, INC.	75.00	insurance
254416 OFFICE CONNECTIONS LLC	18.33	office supplies
254417 OFFICE DEPOT	88.49	office supplies
254418 OKLAHOMA DEPT OF LABOR	75.00	boiler inspections
254419 OKLAHOMA MUSIC HALL OF FAME	16,375.00	Great Divide promotor fee
254420 OKLAHOMA NATURAL GAS	1,758.00	city utility
254421 OKLAHOMA SCHOOL FOR THE BLIND	7,420.00	Ricochet concert promotor fee

254422 OKLAHOMA TURNPIKE AUTHORITY (O	7.60	tolls
254423 ONE SOURCE WATER LLC	271.10	miscellaneous
254424 OPTIMUM BUSINESS	19.60	communications
254425 OREILLY AUTO PARTS	695.06	fleet parts
254426 OTA-PLATEPAY	6.96	tolls
254427 PATE INDUSTRIAL SUPPLY INC	55.90	miscellaneous
254428 PIED PIPER SERVICES	75.00	miscellaneous service
254429 PORTCITY BODYSHOP INC DBA SAFE	125.00	fleet miscellaneous
254430 RETAIL ATTRACTIONS LLC	4,000.00	retail development consultation
254431 SADLER PAPER COMPANY	5,185.77	janitorial supplies/paper goods
254432 SAMANTHA HENDERSON	19.00	travel/education
254433 SBA 2012 TC ASSETS	638.14	tower rent
254434 SIRCHIE FINGER PRINT	28.15	miscellaneous
254435 SPATCO ENERGY SOLUTIONS, LLC	46,609.48	Fuel Station final pay project
254436 STAUB INVESTMENTS INC. DBA GAL	128.00	miscellaneous
254437 SUPERIOR LINEN SERVICE INC	345.33	towels service
254438 TECHNICAL PROGRAMMING SERVICES	5,965.95	bill notices
254439 TERA SHOWS	41.86	travel/education
254440 THETA LABS INC	4,035.00	Spaulding light controller
254441 TOTAL ADMINISTRATIVE SERVICES	195.48	miscellaneous
254442 TRANSUNION RISK & ALTERNATIVE	330.00	miscellaneous
254443 TULSA WINWATER CO.	36,306.19	public works operating supplies
254444 TYLER TECHNOLOGIES INC	13,123.72	time clock maintenance/fees
254445 UTILITY TECHNOLOGY SERVICES IN	3,676.00	meter software/supplies
254446 W & W INVESTMENTS-AKERS COLLIS	4,390.84	fleet collision parts/repair
254447 WASTE MANAGEMENT OF OKLAHOMA I	20,197.97	landfill
254448 WATER STORE INC	1,285.10	miscellaneous
254449 CINDY WAYMAN	522.00	swim&fit instructor
254450 WELDON PARTS - MUSKOGEE	259.90	miscellaneous
254451 KIMBERLY WHITE A	324.00	court reports-polaris
254452 YORK & MAIN EQUITY GROUP INC	32,364.00	sewer repair
254453 YORK STREET TIRES INC	784.48	fleet miscellaneous
254454 ARTEAGA, RONALD E	32.91	utility refund
254455 BRIBIESCA GONZALEZ, CLAUDIA	100.00	utility refund
254456 ENGEL, DONNA S	11.52	utility refund
254457 HAMMONS, TYLER	90.00	utility refund
254458 KYMES, MARK	36.05	utility refund
254459 VISIONARY VENTURES INVESTMENTS	217.41	utility refund
254460 YOUNG, FRANK J	4.05	utility refund
254461 THE ZERO CARD, INC.	14,669.22	insurance
254462 AC-OWEN CONSTRUCTION, LLC	185,064.69	Music Hall of Fame remodel project
254463 ACCURATE LABS & TRAINING CENTE	1,570.00	water testing/lab
254464 ACTION GROUP STAFFING	7,795.61	temp employees
254465 ADVANCE AUTO PARTS 64771111001	320.22	fleet miscellaneous/parts
254466 AIRGAS USA LLC	117.15	miscellaneous
254467 AMERICAN MUNICIPAL SERVICES	245.24	miscellaneous
254469 APPLIED MEDIA CONCEPTS INC	7,975.00	Civic Center truss rigging set up
254470 ARCHERS CLEANERS INC	358.87	cleaning services
254471 AT&T #918 682-2825 211 0	176.11	communications
254472 B & R ELECTRIC SERVICE INC	250.00	electrical contractor
254474 MARI BARNETTE	25.00	swim&fit instructor
254475 THE BECKMAN COMPANY	263.00	miscellaneous
254476 BEN E. KEITH	2,181.49	concessions

254477 BG PRODUCTS INC	260.90	miscellaneous supplies/parts
254478 BLESSED GROUND MAINTENANCE	225.00	lawn care contractor
254479 BRENNTAG SOUTHWEST INC	117,737.66	chemical contractor
254480 BROWN'S SHOE FIT CO #87	197.96	employee vouchers
254481 CAGLE'S FLOWERS & GIFTS	130.00	miscellaneous
254482 CHARBONNEAU, BILLY JO	50.00	swim&fit instructor
254483 CHRIS CUMMINGS	85.54	travel/education
254484 CINTAS CORPORATION #2	2,567.05	uniforms/janitorial
254485 CLEET	3,289.69	monthly cleet fees
254486 CORE & MAIN LP	277.50	public works parts
254487 CRANE SOLUTION SUPPLY LLC	1,435.00	annual hoist inspections
254488 CUSTOM BIOMETRIC WEARABLES, IN	4,500.00	Police biometrics wearables/hearing protectors
254490 DAVID'S DISCOUNT TIRES INC	323.80	fleet miscellaneous
254491 DELL MARKETING LP	1,041.98	IT miscellaneous
254492 DELTA BY MARRIOTT	464.00	travel stay
254493 DOBSON FIBER	8,246.64	IT communications
254494 DUB ROSS COMPANY	1,372.80	public works pipes/materials
254495 EAST CENTRAL ELECTRIC	927.77	city utility
254496 EXPRESS EMPLOYMENT PROFESSIONA	5,488.32	temp employees
254497 FASTENAL COMPANY	476.81	parts/supplies/janitorial
254498 FIRE SERVICE TRAINING	1,800.00	Fire classes/training
254499 FIRSTLINE FILTERS LLC	479.12	Facilities miscellaneous
254500 FITNESS ON DEMAND LLC	229.00	swim&fit app
254501 FIVE STAR OFFICE SUPPLY	664.66	office supplies
254502 FLEETPRIDE INC	435.98	fleet miscellaneous
254503 FRATERNAL ORDER OF POLICE	640.00	FY26 memberships
254504 CADENCE PETROLEUM GROUP	2,211.80	fuel
254505 KARLA D GIBSON	50.00	swim&fit instructor
254506 GORDON'S HEATING-AIR CONDITION	1,060.00	HVAC maintenance contractor
254507 GRAINGER	3,728.34	parts/supplies/janitorial
254508 GREAT LIFE INVESTMENTS LLC	2,750.00	backflow reimbursement
254509 GREAT PLAINS CONSULTING	20,505.00	inspections-Sewer Industry Park
254511 GUARD TRONIC INC	125.00	security services
254512 HARNESS ROOFING, INC	1,905.62	fire station1&6 roof repairs
254513 HARRISON TIRE & SUPPLY	215.00	fleet miscellaneous
254514 SHIRLEY HILTON-FLANARY	300.00	allowance
254515 HOLLOWAY UPDIKE AND BELLEN INC	6,220.00	project contractor
254516 HOOD & ASSOCIATES, CPAS, PC	40,650.65	Fy22 single audit
254517 TRACY ALAN HOOS II	300.00	allowance
254518 HUGG AND HALL EQUIPMENT COMPAN	3,252.00	Garden of Lights Boom rental
254519 I 40 RACE SERVICE LLC	52.00	miscellaneous
254520 GAS AND SUPPLY	47.38	miscellaneous
254521 INHOUSE ADVERTISING LLC	10,640.00	Civic Center event advertising
254522 INNOVATIVE SOLUTION ADVISORS L	583.17	stadium people-events
254523 J & M ROOTER	3,000.00	back flow fees refund
254524 JEREMY ROSS MC PLLC	2,000.00	Fire department medical director
254525 JOHN DEERE FINANCIAL F.S.B.	124.98	miscellaneous/uniforms
254526 JOHNSON HEALTH TECH NORTH AMER	22,185.00	(3) treadmills for Swim&Fitness
254527 JONAS FITNESS, INC	822.64	swim&fit monthly pos service
254528 KTNT	500.00	Civic Center radio advertising
254529 KAREN LAUDERDALE	50.00	swim&fit instructor
254530 LAZY J PROPERTIES, ANGELA YOUN	75.00	swim&fit instructor
254531 LEXISNEXIS RISK SOLUTIONS	4,604.32	online police reports

254532 LOCKE SUPPLY CO	162.01	miscellaneous supplies/parts
254533 LOVE BOTTLING CO - #107510	290.00	concessions
254534 LOVE BOTTLING CO - #208400	924.44	concessions
254535 LOVE BOTTLING CO - #208410	35.04	miscellaneous/concessions
254536 LOWES	1,637.49	miscellaneous supplies/parts
254537 MARIO'S QUALITY OVERHEAD DOORS	1,536.40	door repairs
254538 MARVIN'S MOWERS AND OUTDOOR LL	453.02	miscellaneous parts
254539 DEDRIC MCBRIDE	585.00	employee party DJ
254540 MHC KENWORTH - TULSA	250.07	fleet miscellaneous
254541 MMSGs	46.73	Fire miscellaneous
254542 JACOB MOORE R	1,000.00	Civic Center event photography
254543 KELLY MURRY	112.50	airport janitorial services
254544 MUSKOGEE COUNTY CLERK	732.00	filing fees
254545 MUSKOGEE COUNTY SHERIFFS DEPAR	22,950.00	jail bill
254546 MUSKOGEE DAILY PHOENIX	1,776.84	ad/subscriptions
254547 MUSKOGEE LOCK & KEY	210.96	miscellaneous
254548 MUSKOGEE SIGN AND BANNER	1,250.00	patrol vehicle graphics
254549 NATHAN SPEARS	300.00	travel/education
254550 NATIONAL ORGANIZATION OF BLACK	300.00	Police office membership
254551 OFFICE CONNECTIONS LLC	399.00	office supplies
254552 OFFICE DEPOT	123.36	office supplies
254553 OKLAHOMA DEPT OF TRANSPORTATIO	33,026.40	design for bike/pedestrian improvements
254554 OKLAHOMA NATURAL GAS	3,232.62	city utility
254555 OKLAHOMA STATE ATHLETIC COMMIS	1,371.00	RCF15 ticket sales
254556 OKLAHOMA TURNPIKE AUTHORITY (O	31.54	tolls
254557 OMCCA	145.00	membership fees
254558 OMCTFOA	75.00	miscellaneous
254559 OREILLY AUTO PARTS	2,173.08	fleet parts
254560 OSBI	3,285.65	monthly fees
254561 OSBI	3,146.49	monthly fees
254562 OTA-PLATEPAY	8.26	tolls
254563 P & K EQUIPMENT	228.76	fleet parts
254564 PATE INDUSTRIAL SUPPLY INC	47.63	miscellaneous
254565 PILGRIM, TY	3,588.00	River City Fights promotor
254566 PITNEY BOWES INC	265.59	postage
254567 LAWNSTARS LANDSCAPING, LLC	9,055.00	lawn care contractor
254568 PREMIER USA INC.	2,067.94	temp employees
254569 DERRICK REED	197.93	allowance
254570 BFI WASTE SERVICES, LLC	509.43	miscellaneous
254571 SHERRY S. RICE	25.00	swim&fit instructor
254572 ROBERT ALLEN	300.00	travel/education
254573 HENDERSON COFFEE	488.64	miscellaneous
254575 SADLER PAPER COMPANY	1,879.90	janitorial supplies/paper goods
254576 SIRCHIE FINGER PRINT	28.15	miscellaneous
254577 JAMES SOUTHCOTT A	500.00	Depot Green train conductor
254578 STANDARD INSURANCE COMPANY	20,154.56	insurance
254579 SUPERIOR LINEN SERVICE INC	447.65	towels service
254580 T-MOBILE USA INC.	3,321.11	communications
254581 TECHNICAL PROGRAMMING SERVICES	394.02	bill notices
254582 TENDER TOUCH AUTO WASH INC	668.00	fleet miscellaneous
254584 THYSSENKRUPP ELEVATOR CORP	590.60	elevator service
254585 TLS GROUP, INC	8,795.85	signal maintenance
254586 TICARA TURNER	150.00	swim&fit advertising reels

254587 ULINE INC	173.47	miscellaneous
254588 UTILITY SUPPLY CO	10.00	public works parts
254589 WATSON FARMS MEAT PROCESSING &	1,300.00	public works Christmas dinner
254590 CINDY WAYMAN	736.00	swim&fit instructor
254591 WELDON PARTS - MUSKOGEE	247.10	miscellaneous
254592 LAURA WICKIZER	25.00	swim&fit instructor
254593 RANDI WILLIAMS	25.00	swim&fit instructor
254594 REI, LLC	101.67	utility refund
254595 DELTA DENTAL PLAN OF OKLAHOMA	845.74	insurance
254596 DELTA DENTAL PLAN OF OKLAHOMA	26,699.82	insurance
254597 THE ZERO CARD, INC.	28,471.13	insurance
254598 CLARK, SAMUEL	40.80	utility refund
254599 CORRAL, MARIA A	29.26	utility refund
254600 CROSBY, CINDY	68.13	utility refund
254601 CSR, LLC	100.00	utility refund
254602 DAUGHERTY, TAMMY S	90.00	utility refund
254603 ETEMAD, BEHAM	12.57	utility refund
254604 HERNANDEZ, GUILLERMO	13.91	utility refund
254605 JACKSON PROPERTIES	26.43	utility refund
254606 JOHNSON, JARED JACK	100.00	utility refund
254607 MUSK CO COMMUNITY ACTION	7.08	utility refund
254608 MUSK. COMM CO ACTION	7.08	utility refund
254609 MUSKOGEE COUNTY COMM ACTION	19.78	utility refund
254610 MUSKOGEE COUNTY COMMUNITY ACTI	20.52	utility refund
254611 NGUYEN, A T	0.60	utility refund
254612 PAUL AND JULIE PROPERTIES, LLC	90.00	utility refund
254613 PIERCY, VIRGINIA M	5.57	utility refund
254614 PRINTY PLEASE LLC	76.18	utility refund
254615 SKEEN, ZANE H	2.53	utility refund
254616 TINNIN, AMELIA B	21.83	utility refund
254617 BLUECROSS/BLUE SHIELD OF OK	32,919.63	insurance
254618 BLUECROSS/BLUE SHIELD OF OK	77,549.71	insurance
254619 BLUECROSS/BLUE SHIELD OF OK	134,461.26	insurance
254620 THE ZERO CARD, INC.	9,465.25	insurance
254621 ACCURATE LABS & TRAINING CENTE	1,925.00	water testing/lab
254622 ACTION GROUP STAFFING	6,597.09	temp employees
254623 ACTION IMPRINTS	607.50	printing services
254624 ADVANCE AUTO PARTS 64771111001	743.23	fleet miscellaneous/parts
254625 APAC CENTRAL INC	5,695.10	road materials contractor
254626 APPLIED MEDIA CONCEPTS INC	2,900.00	Civic Center truss rigging set up
254627 B & R ELECTRIC SERVICE INC	300.00	electrical contractor
254628 BANCFIRST	53,949.44	December sales tax/advalorem
254630 BCS INSURANCE COMPANY	72,675.51	insurance
254631 BEN E. KEITH	1,275.50	concessions
254632 BEST VERSION MEDIA LLC	353.60	Civic Center advertising
254633 BG PRODUCTS INC	3,761.00	miscellaneous supplies/parts
254634 BROCK SUPPLY CO	286.95	fleet parts
254635 BROKEN ARROW ELECTRIC	26.54	electrical supplies/service
254636 CAGLE'S FLOWERS & GIFTS	65.00	miscellaneous
254637 CARE AROUND THE CLOCK INC	23,613.22	medical services
254638 CASCO INDUSTRIES INCORPORATED	226.83	fire department gear
254639 CHRIS CUMMINGS	264.46	travel/education
254640 CINTAS CORPORATION #2	2,606.88	uniforms/janitorial

254641 CONNECT DME, LLC	3,422.83	medical equipment
254642 CORE & MAIN LP	5,838.25	public works parts
254643 CORPORATE TO CASUAL SCREEN PRI	611.90	uniform service
		raw water line/water plant
254644 COWAN GROUP ENGINEERING LLC	298,310.55	improvements/engineering
254645 DAVID'S DISCOUNT TIRES INC	1,464.34	fleet miscellaneous
254646 DELL MARKETING LP	396.12	IT miscellaneous
254647 EDWARDS FURLONG, LLC	17,500.00	tort claim CA-18-2025
254648 EPTURA, INC	18,445.68	Fleet/Facilities work order portal
254649 EXPRESS EMPLOYMENT PROFESSIONA	4,772.64	temp employees
254650 FASTENAL COMPANY	1,124.13	parts/supplies/janitorial
254651 FIVE STAR OFFICE SUPPLY	206.63	office supplies
254652 FLEETPRIDE INC	161.09	fleet miscellaneous
254653 CADENCE PETROLEUM GROUP	22,712.66	fuel
254654 GORDON'S HEATING-AIR CONDITION	4,500.00	HVAC maintenance contractor
254655 GRAINGER	1,838.35	parts/supplies/janitorial
254656 GREEN COUNTRY BEHAVIORAL HEALT	3,895.83	clinical sessions
254657 GUARD TRONIC INC	155.00	security services
254658 HACH COMPANY	535.00	miscellaneous
254659 HARRISON TIRE & SUPPLY	90.00	fleet miscellaneous
254660 USA BLUEBOOK	392.65	Public works lab equipment
254661 HEARTLAND SURVEYING & MAPPING	500.00	legal descriptions
254662 DEBORAH HILLHOUSE	3,714.60	tort claim CA-49-2025
254663 HOGLE COMPANY	13.35	miscellaneous
254664 HOMELAND STORES INC	116.57	miscellaneous
254665 I 40 RACE SERVICE LLC	2,518.00	miscellaneous
254666 INHOUSE ADVERTISING LLC	1,480.00	Civic Center event advertising
254667 INNOVATIVE SOLUTION ADVISORS L	1,374.62	stadium people-events
254668 JEREMY ROSS MC PLLC	2,235.00	Fire department medical director/drug alcohol testing
254669 JOE GODDARD ENTERPRISES, LLC	1,370.00	contractor work for 20 storm sirens
254670 JOHN DEERE FINANCIAL F.S.B.	1,148.87	miscellaneous/uniforms
254671 ROBBIE KEENE	1,459.09	tort claim CA-48-2025
254672 KIMBALL MIDWEST	48.30	miscellaneous
254673 KYLE TINGEL	19.00	employee miscellaneous
254674 LAKE REGION ELECTRIC COOPERATI	3,052.09	city utility
254675 LARRY CAVINESS	19.00	employee miscellaneous
254676 FEDERAL THERMAL	986.71	boiler repair parts
254677 LOCKE SUPPLY CO	308.19	miscellaneous supplies/parts
254678 LOWES	1,783.25	miscellaneous supplies/parts
254679 MARIO'S QUALITY OVERHEAD DOORS	1,445.00	door repairs
254680 MARVIN'S MOWERS AND OUTDOOR LL	171.00	miscellaneous parts
254681 MMSGs	57.00	Fire miscellaneous
254682 MULLENS AUTOMOTIVE GROUP LLC	33.80	fleet parts/repair
254683 KELLY MURRY	120.00	airport janitorial services
254684 MUSKOGEE ART GUILD, INC.	1,500.00	auction banners
254685 MUSKOGEE CITY COUNTY 911 TRUST	30,805.75	December dispatch fees
254686 MUSKOGEE CITY-COUNTY PORT AUTH	190.51	security
254687 MUSKOGEE COUNTY CLERK	146.00	filing fees
254688 MUSKOGEE DAILY PHOENIX	1,046.71	ad/subscriptions
254689 MUSKOGEE REDI-MIX LLC	430.00	concrete contractor
254690 MUSKOGEE SIGN AND BANNER	2,125.00	City vehicle wraps
254691 NATIONAL MINORITY UPDATE	195.00	miscellaneous

254692 NEWTON, BRYCE DBA	422.50	portable septic services
254693 OFFICE CONNECTIONS LLC	327.93	office supplies
254694 OKIE SAFETY CONSULTING, LLC	2,625.00	building inspections
254695 OKLAHOMA MUSIC HALL OF FAME	15,000.00	Nov/Dec funding
254696 OKLAHOMA NATURAL GAS	999.68	city utility
254697 OKLAHOMA STATE DEPT OF HEALTH	150.00	license fees
254698 OKLAHOMA TURNPIKE AUTHORITY (O	0.64	tolls
254699 OLSSON ASSOCIATES	10,873.00	medical district reconstruction
254700 ONE SOURCE WATER LLC	231.33	miscellaneous
254703 OREILLY AUTO PARTS	2,988.29	fleet parts
254704 OTA-PLATEPAY	8.06	tolls
254705 OTA/PIKE PASS	15.87	tolls
254706 PATE INDUSTRIAL SUPPLY INC	25.00	miscellaneous
254707 PATTERSON VETERINARY SUPPLY IN	2,500.49	vet services/supplies
254708 PORTCITY BODYSHOP INC DBA SAFE	127.00	fleet miscellaneous
254709 PREMIER TRUCK GROUP	1,514.32	fleet miscellaneous/parts
254710 PREMIER USA INC.	2,239.36	temp employees
254711 RIVER CITY HYDRAULICS, INC	221,662.21	2026 powertrak rear loaders (2)
254712 ROUTEWARE, INC	16,428.99	route ware contract-sanitation
254713 ROY'S UPHOLSTERY	225.00	fleet miscellaneous
254714 RUSH TRUCK CENTERS OF OKLAHOMA	59.75	fleet miscellaneous
254715 SADLER PAPER COMPANY	682.54	janitorial supplies/paper goods
254716 SAFETY-KLEEN SYSTEMS INC	177.89	miscellaneous
254717 SCHUERMANN ENTERPRISES, INC	1,356.22	water testing supplies
254718 SHI INTERNATIONAL CORP	3,056.00	IT-antivirus software
254720 JAMES SOUTHCOTT A	400.00	Depot Green train conductor
254721 SOUTHERN TIRE MART, LLC	367.50	fleet miscellaneous
254722 SPRING CREEK NURSERY INC	676.00	miscellaneous
254723 STAUB INVESTMENTS INC. DBA GAL	96.00	miscellaneous
254724 STEWART MARTIN EQUIPMENT	734.69	miscellaneous parts
254725 SUDDENLINK	660.00	miscellaneous
254726 SUPERIOR LINEN SERVICE INC	81.22	towels service
254728 TECHNICAL PROGRAMMING SERVICES	9,068.91	bill notices
254729 TETRA TECH INC	46,050.00	sanitary sewer evaluation services
254730 THERMO FISHER SCIENTIFIC-ASHEV	228.69	Pollution miscellaneous
254731 THREE RIVERS MUSEUM	3,680.00	Polar Express promotor
254732 TIGER NATURAL GAS INC	7,027.80	city utility
254733 TONTO CONSTRUCTION INC	10,800.00	bio-solids removal contractor
254734 UTILITY TECHNOLOGY SERVICES IN	4,153.90	meter software/supplies
254735 VISION SERVICES PLAN, OKLAHOMA	15,201.76	insurance
254736 JUSTIN WAGNON	16,500.00	honor heights splash pad reno repair
254738 WASTE MANAGEMENT OF OKLAHOMA I	23,884.03	landfill
254739 WATER TECH, INC.	20,475.00	chemical contractor
254740 WELDON PARTS - MUSKOGEE	6.85	miscellaneous
254741 YORK & MAIN EQUITY GROUP INC	13,220.00	sewer repair
254742 YORK STREET TIRES INC	440.00	fleet miscellaneous
254743 MARTIN LUTHER KING TRUST AUTHO	72,500.00	fiscal year allocations
254744 ARNOLD, CALVIN DEAN	23.19	utility refund
254745 BAILEY, SHYLA KAY	2.97	utility refund
254746 GREAT LIFE INVESTMENTS, LLC	18.17	utility refund
254747 HARRIS, JUDITH ANN	3.04	utility refund
254748 NEHEMIAH HOMES	396.58	utility refund
254749 NICHOLS, CARIN GLENELL	8.98	utility refund

254750 SMITH, GARY L	34.72	utility refund
254751 THAYER, BRENDA B	23.78	utility refund
254752 A & J RENTAL AND SALES	3,000.00	rental equipment
254753 ALLSTATE TERMITE&PEST SOLUTION	2,719.00	exterminator contractor
254754 B & R ELECTRIC SERVICE INC	1,175.00	electrical contractor
254755 MARI BARNETTE	50.00	swim&fit instructor
254756 BRENNTAG SOUTHWEST INC	10,694.52	chemical contractor
254758 BROKEN ARROW ELECTRIC	202.11	electrical supplies/service
254759 BROWN'S SHOE FIT CO #87	174.99	employee vouchers
254760 SHEENA CAUTION	50.00	swim&fit instructor
254762 CHARBONNEAU, BILLY JO	100.00	swim&fit instructor
254763 DEBRA DELZEIT	150.00	swim&fit instructor
254764 DEONNA WILLIAMS	150.00	civic center rental refund
254765 KARLA D GIBSON	100.00	swim&fit instructor
254766 GREEN COUNTRY BEHAVIORAL HEALT	137.18	clinical sessions
254767 HALL, DAN	217.63	allowance
254768 HOLLOWAY UPDIKE AND BELLEN INC	15,810.00	project contractor
254769 INCOR	1,980.00	recycle center support
254770 INNOVATIVE SOLUTION ADVISORS L	1,481.26	stadium people-events
254771 JARED CAPTIAL, LLC	3,200.00	solar lease
254772 JOHN VANCE MOTORS INC	76,769.00	Water Distribution service truck
254773 KAREN LAUDERDALE	50.00	swim&fit instructor
254774 LAZY J PROPERTIES, ANGELA YOUN	125.00	swim&fit instructor
254775 LOCKE SUPPLY CO	288.90	miscellaneous supplies/parts
254776 LOVE BOTTLING CO - #9280878	820.00	concessions
254777 FIREHOUSE TECHNOLOGY	1,751.00	case for police drone
254778 KELLY MURRY	412.50	airport janitorial services
254779 MUSKOGEE DAILY PHOENIX	150.00	ad/subscriptions
254780 OKLAHOMA NATURAL GAS	2,690.05	city utility
254781 OKLAHOMA ONE-CALL SYSTEM, INC	12,593.96	annual bill-underground locating
254782 PREMIER USA INC.	4,586.67	temp employees
254783 PROSEGUR EAS USA, LLC	3,571.90	City Hall security
254784 RETAIL ATTRACTIONS LLC	4,000.00	retail development consultation
254785 SHERWIN-WILLIAMS COMPANY	115.90	miscellaneous
254786 JAMES SOUTHCOTT A	300.00	Depot Green train conductor
254787 JAIME LYNN STOUT	337.43	allowance
254788 THAYER UPHOLSTERY INC	2,461.14	azalea/symphony banners
254790 CINDY WAYMAN	350.00	swim&fit instructor
254791 LAURA WICKIZER	150.00	swim&fit instructor
254792 RANDI WILLIAMS	75.00	swim&fit instructor
254793 THE CHILDS LAW FIRM, PLLC	3,220.00	administrative hearing officer
254794 FOR HIS GLORY HOUSES	19.39	utility refund
254795 GREAT LIFE INVESTMENTS, LLC	4.61	utility refund
254796 INTERSTATE PROPERTIES, INC	0.04	utility refund
254797 MENJIVAR, SELVIN H	100.00	utility refund
254798 TSAI, HAN-YAO	42.70	utility refund
254799 ACCURATE LABS & TRAINING CENTE	3,725.00	water testing/lab
254800 ACTION GROUP STAFFING	9,364.54	temp employees
254801 ADVANCE AUTO PARTS 64771111001	1,070.79	fleet miscellaneous/parts
254802 APAC CENTRAL INC	15,553.26	road materials contractor
254803 ASSOCIATED SUPPLY CO INC	31.03	miscellaneous
254804 FERGUSON BUSINESS FORMS, LLC	1,478.33	manifest books for sludge haulers
254805 BEN E. KEITH	727.67	concessions

254806 VIDA BERRY	458.33	swim&fit instructor
254807 BRENNTAG SOUTHWEST INC	15,096.00	chemical contractor
254809 CINTAS CORPORATION #2	3,331.77	uniforms/janitorial
254810 COOK CONSULTING LLC	8,600.00	lift station 9 driveway approach
254811 CRAWFORD & ASSOCIATES, P.C.	2,720.00	FY25 audit work
254812 DEALERS ELECTRICAL SUPPLY	233.38	miscellaneous
254813 DUB ROSS COMPANY	7,640.00	public works pipes/materials
254814 EVOQUA WATER TECHNOLOGIES LLC	2,138.00	chemical contractor
254815 EXPRESS EMPLOYMENT PROFESSIONA	12,392.35	temp employees
254816 FASTENAL COMPANY	1,166.33	parts/supplies/janitorial
254817 FIVE STAR DEMOLITION	1,674.69	demo contractor
254818 FIVE STAR OFFICE SUPPLY	399.00	office supplies
254819 FLEETPRIDE INC	1,169.28	fleet miscellaneous
254820 GORFAM MARKETING, INC	1,437.00	fleet parts
254821 GRAINGER	7,297.22	parts/supplies/janitorial
254822 GUARD TRONIC INC	686.73	security services
254823 HAMBY APPLIANCES AND HOME GOOD	548.00	miscellaneous
254824 HARRISON TIRE & SUPPLY	200.00	fleet miscellaneous
254825 HIGHLINE AFTERMARKET	1,247.68	fleet parts
254826 HOLLOWAY UPDIKE AND BELLEN INC	960.00	project contractor
254827 HOMELAND STORES INC	142.46	miscellaneous
254828 HULL, JEFFREY S	290.00	fleet brake repairs
254829 INDIAN CAPITAL TECHNOLOGY CENT	150.00	employee CDL classes
254830 INHOUSE ADVERTISING LLC	2,190.00	Civic Center event advertising
254831 JAMES HODGE FORD-LINCOLN-MERC	89.23	fleet
254832 JOHN DEERE FINANCIAL F.S.B.	380.67	miscellaneous/uniforms
254833 LOCKE SUPPLY CO	511.53	miscellaneous supplies/parts
254834 LOVE BOTTLING CO - #111902	16.56	concessions
254835 LOWES	1,882.19	miscellaneous supplies/parts
254836 M & M FLOORING INSTALLATION LL	1,131.27	airport office floor install
254837 MARIO'S QUALITY OVERHEAD DOORS	225.00	door repairs
254838 MARVIN'S MOWERS AND OUTDOOR LL	655.01	miscellaneous parts
254839 MCINTOSH CORP	385.47	plumbing contractor
254840 MMSGGS	336.79	Fire miscellaneous
254841 MORGAN SERVICES COMPANY LLC	145.00	tow services
254842 MOTION INDUSTRIES INC	214.33	miscellaneous
254843 MULLENS AUTOMOTIVE GROUP LLC	175.97	fleet parts/repair
254844 KELLY MURRY	120.00	airport janitorial services
254845 MUSKOGEE COUNTY CLERK	398.00	filing fees
254846 MUSKOGEE DAILY PHOENIX	81.18	ad/subscriptions
254847 MUSKOGEE REDI-MIX LLC	4,642.50	concrete contractor
254848 MUSKOGEE YOUTH SERVICES	4,925.44	juvenile program
254849 OFFICE DEPOT	248.16	office supplies
254850 OG&E - ACCT #35947999-5	153,638.38	city utility
254851 OKIE SAFETY CONSULTING, LLC	1,875.00	building inspections
254852 OKLAHOMA CONSTRUCTION IND BOAR	70.00	miscellaneous
254853 OKLAHOMA NATURAL GAS	508.38	city utility
254854 OLSSON ASSOCIATES	103,531.94	sewer plant engineering
254855 OREILLY AUTO PARTS	1,555.18	fleet parts
254856 OSBI - BACKGROUND CHECKS	41.00	background fees
254857 PATE INDUSTRIAL SUPPLY INC	364.23	miscellaneous
254858 PINNACLE CONSULTING MANAGEMENT	4,947.99	sewer treatment plant miscellaneous
254859 PORTCITY BODYSHOP INC DBA SAFE	85.00	fleet miscellaneous

254860 ADAM M. POTTS DBA LAWNSTARS	525.00	lawn care contractor
254861 ROY'S UPHOLSTERY	95.00	fleet miscellaneous
254862 SADLER PAPER COMPANY	527.27	janitorial supplies/paper goods
254863 SAFETY-KLEEN SYSTEMS INC	174.12	miscellaneous
254864 SOUTHERN TIRE MART, LLC	1,132.50	fleet miscellaneous
254865 SPECIAL OPS UNIFORMS	1,182.15	Police uniforms
254866 SQUIRE BOONE CAVERNS INC	392.33	miscellaneous
254867 SUPERIOR LINEN SERVICE INC	325.12	towels service
254868 TECHNICAL PROGRAMMING SERVICES	3,745.34	bill notices
254869 TRAFFIC ENGINEERING CONSULTANT	7,585.25	downtown main street operational analysis
254870 TULSA TURN OUT GEAR REPAIR	45.00	miscellaneous
254871 TWIN CITIES READY MIX INC	700.00	concrete
254872 UTILITY TECHNOLOGY SERVICES IN	113.10	meter software/supplies
254873 VANCE BROTHERS INC	459,869.09	SE Zone microsurfacing/final
254874 WASTE MANAGEMENT OF OKLAHOMA I	21,247.22	landfill
254875 WELDON PARTS - MUSKOGEE	23.91	miscellaneous
254876 WHEELER METALS	5,225.00	miscellaneous
254877 XEROX CORPORATION	3,840.00	IT-copier lease
254878 YORK STREET TIRES INC	7,267.08	fleet miscellaneous

MUSKOGEE TOURISM CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
254218	BIG WHEEL DIGITAL MEDIA	6,250.00	Dec25 digital marketing (billboard)
254264	LOVE BOTTLING CO - #208400	289.00	concession
254269	MLFLW LLC	2,500.00	2026 Calendar Fishing Tournament Ad
254285	WALTER PIGEON II	1,000.00	Pisano's table ad 2yr
254287	PREMIER USA INC.	531.59	event staff (Rocky Horror/Lee Hardin)
254468	ANUVU OPERATIONS LLC	4,520.00	Rocky Horror Picture Show movie license
254476	BEN E. KEITH	196.23	concession
254489	PREFERRED BUISNESS SYSTEMS, LL	912.00	Roxy copier annual contract
254491	DELL MARKETING LP	2,902.18	laptops for Tourism employees
254510	GREEN COUNTRY TOURISM	1,675.00	Winter 2025 ad (American Road magazine)
254521	INHOUSE ADVERTISING LLC	17,785.00	Castle Christmas ad/Jeep Jam ad
254546	MUSKOGEE DAILY PHOENIX	350.00	Power Sports event ad
254568	PREMIER USA INC.	280.81	event staff (Movie the Whiz/State of Seqouyah)
254574	RR DONNELLEY AND SONS COMPANY	1,756.89	Rack cards (brochures)
254575	SADLER PAPER COMPANY	153.65	janitorial supplies/paper goods
254583	THE PC LANDING ZONE, INC	250.00	Roxy domain renewal
254688	MUSKOGEE DAILY PHOENIX	2,430.25	Holiday brochure ad
254695	OKLAHOMA MUSIC HALL OF FAME	30,000.00	2025 contribution July-Dec25
254701	OPRY HERITAGE FOUNDATION OF OK	3,500.00	Oklahoma Opry at the Roxy concert
254719	BATTLE OF THE BOX SHOWDOWN SER	1,000.00	Battle at the Box sponsorship
254727	SWANK MOTION PICTURES INC	1,520.00	(Roxy events) movie licenses
254737	WAR MEMORIAL PARK TRUST AUTHOR	30,000.00	July25-Dec25 subsidy
254757	BIG WHEEL DIGITAL MEDIA	6,250.00	Jan26 digital marketing (billboard)
254761	CERTIFIED TRAVEL MEDIA	6,523.97	Muskogee Activity Guide 2025 ad
254782	PREMIER USA INC.	409.35	event staff (Miss Merry Pageant/Polar Express Movie)
254789	THE PC LANDING ZONE, INC	693.50	Roxy Microsoft365 services/fee/domain
254862	SADLER PAPER COMPANY	32.80	janitorial supplies/paper goods

Purchasing Committee

3.

Meeting Date: 01/12/2026
Submitted For: Tyler Evans, Emergency Management/Airport
Initiator: Tyler Evans, Director of Emergency Management and Community Operations
Department: Emergency Management/Airport
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to purchase a 2026 Chevy 2500 4-WD Crew Cab truck from Joe Cooper Chevrolet, for use in the Emergency Management Department, in the amount of \$51,819.24, or take other necessary action. (Tyler Evans)

BACKGROUND:

The Emergency Management Department was recently awarded a grant from the City of Muskogee Foundation to purchase a new Mobile Command Trailer, and that equipment has now been successfully acquired using grant funds.

When this project was originally proposed, the City prudently budgeted \$55,000 for the Mobile Command Trailer in the event the grant was not awarded. Since the grant fully covered the trailer purchase, those budgeted funds are now available.

I am requesting approval to reallocate the previously budgeted \$55,000 to purchase a new 2026 Chevy 2500 4WD Crew Cab truck for the Emergency Management Department.

The vehicle this will be replacing is a 2012 Chevy 2500 4WD Crew Cab, now 14 years old and lacking modern safety features such as a rear-view camera. While still serviceable, this vehicle is nearing the end of its frontline operational life. If a new vehicle is approved, the 2012 truck will remain in the Department and be reassigned as:

- A backup vehicle when primary units are in the shop
- A volunteer vehicle, as the Department currently has no spare vehicles for volunteer use
- A utility vehicle for hauling and moving equipment, reducing wear and tear on primary response vehicles

The Emergency Management Department relies on 3/4-ton 4WD Crew Cab trucks due to operational necessity. These vehicles are required to tow and transport critical assets such as the Mobile Command Trailer, box trailers, equipment trailers, and large generators—often in adverse weather and disaster conditions. The Crew Cab configuration is also essential for transporting staff, volunteers, and, when necessary, displaced citizens during emergency operations.

This request does not increase the City's budget or create new spending. It represents a fiscally responsible use of already-approved funds to address a critical operational need, improve safety, enhance reliability, and extend the useful life of existing City assets.

The proposed vehicle purchase from Joe Cooper Chevrolet will be made through State Contract, ensuring competitive pricing and compliance with procurement requirements.

Approval of this request will strengthen the Department's response capability while maximizing the value of funds already approved by the City.

RECOMMENDED ACTION:

Approve the purchase of a new truck for the Emergency Management Department.

Fiscal Impact

FUNDING SOURCE:

City of Muskogee Emergency Managment equipment fund.

Attachments

Contract

EM Truck Quote



**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH JOE COOPER
CHEVROLET – CADILLAC OF SHAWNEE, LLC**

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Joe Cooper Chevrolet – Cadillac of Shawnee, LLC (“Supplier”) and is effective February 8, 2021.

Purpose

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

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

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

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

**JOE COOPER CHEVROLET – CADILLAC
OF SHAWNEE, LLC**

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/04/2021

By: Joe Cooper
Joe Cooper (Feb 4, 2021 09:53 CST)

Name: Joe Cooper

Title: Owner

Date: 02/04/2021

ATTACHMENT A
SOLICITATION NO. 0900000469

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

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

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

1. Contract Term and Renewal Options

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

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. Responsibilities

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

2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

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

3. Warranty

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

4. Insurance

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

5. Quality of Parts

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.
- C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
- D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

- E.** Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F.** Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

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

7. Delivery

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

8. Leasing

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

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

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

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

1 Scope and Contract Renewal

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

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

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

2 Contract Effectiveness and Order of Priority

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

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

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

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

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

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

3 Modification of Contract Terms and Contract Documents

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

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

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

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

5 Pricing

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

6 Ordering, Inspection, and Acceptance

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

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

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

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

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

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

7 Invoices and Payment

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

The following terms additionally apply:

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

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

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

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

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

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

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

9 Compliance with Applicable Laws

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

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

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

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

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

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

10 Audits and Records Clause

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

11 Confidentiality

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

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

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

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

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

12 Conflict of Interest

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

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

13 Assignment and Permitted Subcontractors

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

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

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

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

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

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

16 Indemnification

16.1 Acts or Omissions

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

16.2 Infringement

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

16.3 Notice and Cooperation

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

16.4 Coordination of Defense

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

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

16.5 Limitation of Liability

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

17 Termination for Funding Insufficiency

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

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

18 Termination for Cause

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

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

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

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

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

20 Suspension of Supplier

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

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

24 Security of Property and Personnel

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

25 Notices

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

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

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

26.2 No Guarantee of Products or Services Required

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

26.3 Employment Relationship

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

26.4 Transition Services

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

26.5 Publicity

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

26.6 Open Records Act

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

26.7 Failure to Enforce

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

26.8 Mutual Responsibilities

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

26.9 Invalid Term or Condition

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

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

26.10 Severability

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

26.11 Section Headings

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

26.12 Sovereign Immunity

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

26.13 Survival

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

26.14 Entire Agreement

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

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

26.15 Gratuities

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

26.16 Import/Export Controls

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

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a mandatory contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

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

3. Termination for Funding Insufficiency

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

4. Termination for Cause

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

5. Termination for Convenience

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

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

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

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

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

ATTACHMENT E

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

Joe Cooper Chevrolet Quote

For More Information Contact Our Government Sales Team:(405)737-3389

Dee Roberson - dee@cooperfleet.com cell:(405)740-9546

Britt Woods - britt@cooperfleet.com cell:(405)229-5690

Brandon Harley - brandonharley@cooperfleet.com

State Contract SW0035.

Date: 12-04-2025

Quote Number: 22724581C

Quoted By: Brandon

Quote Total is \$51,819.24

This is quote for City of Muskogee

Contact: Kelly Bolding

Phone: 918-684-6295 Email: kbolding@muskogeeonline.org

Quoting Folder DGS544

Quoting a 2026 Chevy 2500 4WD Crew Cab with 6.5' Bed

Color: White --- **Seats:** Cloth

Standard Contract Equipment and Options on the 2500 Base Truck:

Power Locks, Windows and vertical trailinging Heated Mirrors, Keyless Entry, AM/FM with 7" Screen and Bluetooth, Tilt Wheel and Cruise, Air conditioning, single-zone , Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. include: Bluetooth, Seats, front 40/20/40 split-bench with covered armrest storage Cloth, CornerStep, rear bumper Cargo tie downs (12), fixed rated at 500 lbs per corner, Wheels, 17" x 8" Ultra Silver painted steel Tires, 255/70R17 all-season, blackwall, Power outlet, front auxiliary, 12-volt USB ports, 2 (first row) located on instrument panel, StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist, Rear Vision Camera, Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger;

Quote Summary

Item Description	Quantity	Amount
2026 Chevy 2500 4WD Crew Cab with 6.5' Bed	1	\$48,188.00
Engine, 6.6L V8 gasoline, (401 hp 6 Speed HD Automatic Transmission -- \$ 0.00	1	\$0.00
Auto-locking rear differential -- \$0.00	1	\$0.00
Transfer case, two-speed active electronic Autotrac with push button control(Requires 4WD models.) MSRP-- \$200.00	1	\$192.00
Tires, LT265/70R17E all-terrain, blackwall -- \$195	1	\$195.00
Wheels, 18" (45.7 cm) painted steel	1	\$332.00
Trailer Package includes trailer hitch, -- \$0.00	1	\$0.00
Power outlet, 120-volt in Cab and Bed -- MSRP \$225.00	1	\$216.00
Defogger, rear-window electric -- MSRP \$0.00	1	\$0.00
WT Safety Package 1 includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert, -- MSRP \$1092	1	\$1,048.00
Z71 OFF-ROAD PACKAGE MSRP \$525.00	1	\$504.00
Pro Traxx 5" Polished Side Steps	1	\$773.24
Quote Match	1	(\$14.00)
Extra Key and Fob \$385.00	1	\$385.00
Order Total		\$51,819.24