



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH CLARK EQUIPMENT COMPANY

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 Clark Equipment Company ("Supplier") and is effective as of the date of last signature to this Contract.

Purpose

The State is awarding this Contract to Supplier for the provision of agriculture, trees, and brush maintenance equipment, attachments, accessories, parts, and services related to the solutions, as more particularly described in certain Contract Documents. This Contract memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide terms, Attachment C, and ;
 - 2.4. Bid, Attachment E.
3. The parties additionally agree:
 - 3.1. except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
4. 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

CLARK EQUIPMENT COMPANY

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: Jul 7, 2021

By: Jesse R. Rheault

Name: Jesse Rheault

Title: Government Account Manager

Date: Jul 7, 2021

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Reviewed & Approved by OMES Legal

ATTACHMENT A
SOLICITATION NO. 0900000479

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

PURPOSE

The Contract is awarded as a statewide contract for agriculture, trees, and brush maintenance equipment, attachments, accessories, parts, and services related to the solutions described, including maintenance or repair and warranty programs. However, this solicitation should not be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

1. Contract Term and Renewal Options

The initial Contract term, which begins on July 01, 2021, is one year and there are three one-year options to renew the Contract.

2. Scope of Work

- 2.1. Certain Contract requirements are attached hereto as Exhibit 1 and incorporated herein.
- 2.2. Pricing information and Authorized Dealer information regarding the Contract is attached hereto as Exhibit 2 and incorporated herein.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

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

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

1 Scope and Contract Renewal

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

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

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

2 Contract Effectiveness and Order of Priority

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

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

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

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

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

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

3 **Modification of Contract Terms and Contract Documents**

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

4 **Definitions**

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

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

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

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

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

5 Pricing

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

6 Ordering, Inspection, and Acceptance

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

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

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

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

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

7 Invoices and Payment

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

The following terms additionally apply:

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

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

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

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

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

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

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

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

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

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

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

10 Audits and Records Clause

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

11 Confidentiality

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

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

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

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

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

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

12 Conflict of Interest

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

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

13 Assignment and Permitted Subcontractors

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

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

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

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

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

16 Indemnification

16.1 Acts or Omissions

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

16.2 Infringement

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

16.3 Notice and Cooperation

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

16.4 Coordination of Defense

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

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

16.5 Limitation of Liability

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

17 Termination for Funding Insufficiency

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

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

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

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

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

19 Termination for Convenience

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

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

20 Suspension of Supplier

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

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

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

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

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

24 Security of Property and Personnel

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

25 Notices

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

If sent to the State:

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

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

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

26 Miscellaneous

26.1 Choice of Law and Venue

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

26.2 No Guarantee of Products or Services Required

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

26.3 Employment Relationship

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

26.4 Transition Services

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

26.5 Publicity

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

26.6 Open Records Act

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

26.7 Failure to Enforce

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

26.8 Mutual Responsibilities

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

26.9 Invalid Term or Condition

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

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

26.10 Severability

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

26.11 Section Headings

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

26.12 Sovereign Immunity

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

26.13 Survival

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

26.14 Entire Agreement

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

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

26.15 Gratuities

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

26.16 Import/Export Controls

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

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

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

2. Orders and Addendums

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

3. Termination for Funding Insufficiency

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

4. Termination for Cause

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

5. Termination for Convenience

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

6. Contract Management Fee and Usage Report

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

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

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

6.3 All Contract Usage Reports shall meet the following criteria:

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

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

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

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

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



Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED. Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

Bobcat Company Response:

Pricing Structure - It is requested that the pricing structure of this contract be "Current List Price." Meaning, while the proposal instructions requested a copy of the current price list, the price at the time of quote will be current MSRP less the discount.



EQUIPMENT SPECIFICATIONS

Bobcat Tractors

<https://www.bobcat.com/tractors/features>


PRODUCT SPECIFICATIONS

COMPACT TRACTORS








	CT5555 E-HST	CT5555 E-HST	CT5555 E-HST	CT5555 E-HST	CT4055 HST	CT4055 SST	CT4055 HST	CT4045 HST	CT2540 HST	CT2040 HST	CT2535 HST	CT2035 HST	CT2025 HST	CT1025 HST	CT1021 HST
Engine															
Engine Type	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel
Horsepower hp (kW)	57.7 (43)	55 (41)	50 (37.5)	45 (33.5)	57.7 (43)	55 (41)	50.3 (37.5)	44.9 (33.5)	37.6 (28)	39.6 (29.5)	34.9 (26)	34.9 (26)	24.5 (18.2)	24.5 (18.3)	21.1 (15.7)
Displacement cu. in. (cc)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	111 (1819)	100 (1639)	69 (1131)	69 (1131)
Fuel Tank gal. (L)	14.8 (56)	14.8 (56)	14.8 (56)	14.8 (56)	11.9 (45)	11.9 (45)	12.7 (48)	12.7 (48)	9 (34.1)	9 (34.1)	9 (34.1)	9 (34.1)	9 (34.1)	7.1 (26.9)	7.1 (26.9)
Performance															
PTO HP hp (kW)	48.3 (36)	43.1 (32.1)	38.9 (29)	33.9 (25.3)	45.1 (33.7)	49.6 (37)	39.3 (29.3)	32.8 (24.5)	31.9 (23.8)	31.9 (23.8)	29.4 (21.9)	29.4 (21.9)	21.8 (16.3)	19.4 (14.5)	16.7 (12.5)
Travel Speed, Forward mph (km/hr.)	HST 17.5 (28.2)	HST 17.5 (28.2)	HST 17.5 (28.2)	HST 17.5 (28.2)	18.5 (29.7)	17.5 (28.2)	18.5 (29.7)	18.5 (29.7)	14.4 (23.1)	14.4 (23.1)	14.4 (23.1)	14.4 (23.1)	9.7 (15.6)	10.1 (16.3)	10.1 (16.3)
3-Point Lift Capacity lb. (kg)	3,177 (1441)	3,177 (1441)	3,177 (1441)	3,177 (1441)	2,716 (1232)	2,716 (1232)	2,716 (1232)	2,716 (1232)	1,631 (740)	1,631 (740)	1,631 (740)	1,631 (740)	1,631 (740)	700 (318)	700 (318)
Rear PTO RPM	540	540	540	540	540	540	540	540	540	540	540	540	540	540	540
Rear PTO System	Indep.	Indep.	Indep.	Indep.	Indep.	Indep.	Indep.	Indep.	Indep.	Live	Indep.	Indep.	Indep.	Indep.	Indep.
Enclosed Cab with Heat/AC	Std.	Std.	Std.	Std.					Std.		Std.				
Drive System (Transmission Type)															
Infinite, 2-Range Hydrostatic														Std.	Std.
Infinite, 3-Range Hydrostatic	Std.	Std.	Std.	Std.	Std.		Opt.	Opt.	Std.	Std.	Std.	Std.	Std.		
Synchro (8x8)						Std.	Std.	Std.							
Manual (9x3)										Opt.		Opt.	Opt.		
Dimensions															
Overall Length (w/ 3 pt.) in. (mm)	139.6 (3547)	139.6 (3547)	139.6 (3547)	139.6 (3547)	125.5 (3189)	125.5 (3189)	125.5 (3189)	125.5 (3189)	120.9 (3070)	120.9 (3070)	120.9 (3070)	120.9 (3070)	120.9 (3070)	99.3 (2523)	99.3 (2523)
Overall Width (w/ industrial tires) in. (mm)	74.2 (1885)	74.2 (1885)	74.2 (1885)	74.2 (1885)	69.8 (1722)	69.8 (1722)	69.8 (1722)	69.8 (1722)	63.4 (1610)	63.4 (1610)	63.4 (1610)	63.4 (1610)	63.4 (1610)	45.7 (1160)	45.7 (1160)
Overall Height in. (mm)	94.2 (2393)	94.2 (2393)	94.2 (2393)	94.2 (2393)	97.4 (2473)	97.4 (2473)	97.4 (2473)	97.4 (2473)	91 (2311)	91.5 (2324)	91 (2311)	91.5 (2324)	91.5 (2324)	87.6 (2224)	87.6 (2224)
Inside Turning Radius ft. (m)	9.9 (3)	9.9 (3)	9.9 (3)	9.9 (3)	9.7 (3)	8.7 (2.7)	8.7 (2.7)	8.7 (2.7)	8.9 (2.7)	8 (2.4)	8.9 (2.7)	8 (2.4)	8 (2.4)	8.3 (2.5)	8.3 (2.5)
Wheelbase in. (mm)	75 (1905)	75 (1905)	75 (1905)	75 (1905)	71 (1803)	71 (1803)	71 (1803)	71 (1803)	65 (1651)	65 (1651)	65 (1651)	65 (1651)	65 (1651)	55 (1397)	55 (1397)
Ground Clearance in. (mm)	13 (330)	13 (330)	13 (330)	13 (330)	15.3 (387)	15.3 (387)	15.3 (387)	15.3 (387)	12.3 (311)	11.5 (292)	12.3 (311)	11.5 (292)	11.5 (292)	6.3 (160)	6.3 (160)
Weight lb. (kg)	4,685 (2125)	4,685 (2125)	4,685 (2125)	4,685 (2125)	3,745 (1698)	3,745 (1698)	3,745 (1698)	3,745 (1698)	4,381 (1987)	3,005 (1363)	3,585 (1626)	3,005 (1363)	2,634 (1195)	1,488 (675)	1,488 (675)

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual equipment will vary based on normal variations in design, manufacturing, operating conditions and other factors.

Bobcat Loaders with Forestry and Brush Attachments

<https://www.bobcat.com/loaders/compact-track-loaders/features>

SKID-STEER LOADERS SPECIFICATIONS

	HORSEPOWER	RATED OPERATING CAPACITY (50% OF TIP)	OPERATING WEIGHT	AUXILIARY HYDRAULIC FLOW	HIGH-FLOW OPTION	LIFT PATH TYPE
800 FRAME SIZE						
 S850 M2-SERIES	100 hp (74.6 kW)	3,950 lb. (1792 kg)	10,237 lb. (4643 kg)	23 gpm (87.1 L/min.)	36.6 gpm (138.5 L/min.)	Vertical
700 FRAME SIZE						
 S770 M2-SERIES	92 hp (68.6 kW)	3,350 lb. (1520 kg)	9,314 lb. (4225 kg)	23 gpm (87.1 L/min.)	36.6 gpm (138.5 L/min.)	Vertical
 S740 M2-SERIES	74 hp (55.2 kW)	3,100 lb. (1406 kg)	8,794 lb. (3989 kg)	23 gpm (87.1 L/min.)	30.5 gpm (115.5 L/min.)	Vertical
70-60 FRAME SIZE						
 S76 R-SERIES	74 hp (55.2 kW)	2,900 lb. (1315 kg)	8,615 lb. (3908 kg)	23.3 gpm (88.2 L/min.)	30.3 gpm (114.7 L/min.)	Vertical
 S66 R-SERIES	74 hp (55.2 kW)	2,400 lb. (1089 kg)	7,154 lb. (3245 kg)	17.6 gpm (66.6 L/min.)	26.9 gpm (101.8 L/min.)	Vertical
 S64 R-SERIES	68 hp (50.7 kW)	2,300 lb. (1043 kg)	6,974 lb. (3163 kg)	17.6 gpm (66.6 L/min.)	26.9 gpm (101.8 L/min.)	Vertical
 S62 R-SERIES	68 hp (50.7 kW)	2,100 lb. (953 kg)	6,884 lb. (3123 kg)	17.6 gpm (66.6 L/min.)	26.9 gpm (101.8 L/min.)	Radius



Forestry Cutter Attachment Specifications:

SPECIFICATIONS	50 IN. 2-SPEED	50 IN. 2-SPEED	60 IN. 2-SPEED	60 IN. 2-SPEED	70 IN. 2-SPEED
Overall Width(A)	62.1 in. (1577 mm)	62.1 in. (1577 mm)	73.3 in. (1862 mm)	73.3 in. (1862 mm)	84.4 in. (2144 mm)
Cutting Width(B)	50 in. (1270 mm)	50 in. (1270 mm)	60 in. (1524 mm)	60 in. (1524 mm)	70 in. (1778 mm)
Height(C)	59.9 in. (1521 mm)	59.9 in. (1521 mm)	59.9 in. (1521 mm)	59.9 in. (1521 mm)	59.9 in. (1521 mm)
Length (D) (push bar in rear position)	47.7 in. (1212 mm)	47.7 in. (1212 mm)	47.7 in. (1212 mm)	47.7 in. (1212 mm)	47.7 in. (1212 mm)
Operating Weight	2185 lb. (991 kg)	2176 lb. (987 kg)	2364 lb. (1072 kg)	2234 lb. (1013 kg)	2900 lb. (1315 kg)
Operating Weight with Front Gate	2227 lb. (1010 kg)	2218 lb. (1006 kg)	2497 lb. (1132 kg)	2367 lb. (1074 kg)	3065 lb. (1390 kg)
Number of Teeth	24	24	30	30	36



For a complete list of loader attachments please see the attached price pages or visit <https://www.bobcat.com/attachments/search-attachments>

COMPACT TRACK LOADERS SPECIFICATIONS

	HORSEPOWER	RATED OPERATING CAPACITY (35% OF TIP)	OPERATING WEIGHT	GROUND PRESSURE - STANDARD TRACKS	AUXILIARY HYDRAULIC FLOW	HIGH-FLOW OPTION	LIFT PATH TYPE
800 FRAME SIZE							
 T870 M2-SERIES Torsion Suspension System	100 hp (74.6 kW)	3,650 lb. (1656 kg)	12,925 lb. (5863 kg)	4.8 psi (0.33 bar)	23 gpm (87.1 L/min.)	36.6 gpm (138.5 L/min.)	Vertical
700 FRAME SIZE							
 T770 M2-SERIES	92 hp (68.6 kW)	3,475 lb. (1576 kg)	10,515 lb. (4770 kg)	4.2 psi (0.29 bar)	23 gpm (87.1 L/min.)	36.6 gpm (138.5 L/min.)	Vertical
 T740 M2-SERIES	74 hp (55.2 kW)	3,310 lb. (1501 kg)	10,127 lb. (4594 kg)	4.1 psi (0.29 bar)	23 gpm (87.1 L/min.)	30.5 gpm (115 L/min.)	Vertical
70-60 FRAME SIZE							
 T76 R-SERIES	74 hp (55.2 kW)	2,900 lb. (1315 kg)	10,250 lb. (4649 kg)	6.2 psi (0.43 bar)	23.3 gpm (88.2 L/min.)	30.3 gpm (114.7 L/min.)	Vertical
 T66 R-SERIES	74 hp (55.2 kW)	2,450 lb. (1111 kg)	8,927 lb. (4049 kg)	5.9 psi (0.41 bar)	17.6 gpm (66.6 L/min.)	26.9 gpm (101.8 L/min.)	Vertical
 T64 R-SERIES	68 hp (50.7 kW)	2,300 lb. (1043 kg)	8,727 lb. (3959 kg)	5.7 psi (0.39 bar)	17.6 gpm (66.6 L/min.)	26.9 gpm (101.8 L/min.)	Vertical
 T62 R-SERIES	68 hp (50.7 kW)	2,150 lb. (975 kg)	8,612 lb. (3906 kg)	5.6 psi (0.39 bar)	17.6 gpm (66.6 L/min.)	26.9 gpm (101.8 L/min.)	Radius
500-400 FRAME SIZE							
 T595 M3-SERIES	70 hp (52.2 kW)	2,200 lb. (998 kg)	8,022 lb. (3638 kg)	5.1 psi (0.4 bar)	17.1 gpm (64.7 L/min.)	n/a	Vertical
 T550 M3-SERIES	68 hp (50.7 kW)	1,995 lb. (905 kg)	7,557 lb. (3428 kg)	4.9 psi (0.3 bar)	17.1 gpm (64.7 L/min.)	n/a	Radius
 T450 M3-SERIES	55 hp (41.0 kW)	1,490 lb. (676 kg)	6,424 lb. (2914 kg)	4.8 psi (0.33 bar)	16.7 gpm (63.2 L/min.)	n/a	Radius

* Standard equipment configuration

Brushcat™ Specifications:

MODEL	56 IN. STANDARD FLOW	66 IN. HIGH FLOW	72 IN. STANDARD FLOW	72 IN. HIGH FLOW	80 IN. HIGH FLOW
Operating Weight	1437 lb. (651 kg)	1437 lb. (651 kg)	1500 lb. (680 kg)	1500 lb. (680 kg)	1581 lb. (717 kg)
Cutting Capacity	—Brush material up to 3 inches in diameter				
Hydraulic Flow Range	15-34 gpm (57-131 L/min.)	24-36 gpm (91-136 L/min.)	15-25 gpm (57-95 L/min.)	24-40 gpm (91-151 L/min.)	24-40 gpm (91-151 L/min.)
Blade Tip Speed					
Min. Flow	11369 ft./min. (3.47 km/min.)	11394 ft./min. (3.47 km/min.)	9922 ft./min. (3.02 km/min.)	9922 ft./min. (3.02 km/min.)	10932 ft./min. (3.33 km/min.)
Max. Flow	16228 ft./min. (5.04 km/min.)	17064 ft./min. (5.24 km/min.)	17074 ft./min. (5.24 km/min.)	16236 ft./min. (5.04 km/min.)	16236 ft./min. (5.04 km/min.)
Cutting Width	66 in. (1676 mm)	66 in. (1676 mm)	72 in. (1829 mm)	72 in. (1829 mm)	80 in. (2032 mm)
Cutting Height	3 in. (76 mm)	3 in. (76 mm)	3 in. (76 mm)	3 in. (76 mm)	3 in. (76 mm)
Overall Width (A)	70.3 in. (1786 mm)	70.3 in. (1786 mm)	76.3 in. (1938 mm)	76.3 in. (1938 mm)	84.3 in. (2141 mm)
Overall Height (B)	26.5 in. (673 mm)	26.5 in. (673 mm)	26.5 in. (673 mm)	26.5 in. (673 mm)	26.5 in. (673 mm)
Overall Length (C)	67.2 in. (1707 mm)	67.2 in. (1707 mm)	70.4 in. (1788 mm)	70.4 in. (1788 mm)	73.8 in. (1875 mm)
Deck Length (D)	61.1 in. (1552 mm)	61.1 in. (1552 mm)	64.3 in. (1633 mm)	64.3 in. (1633 mm)	67.7 in. (1729 mm)

Approved Machines: Skid-Steer Loader, Compact Track Loader, All-Wheel Steer Loader, "Toolcat" Utility Work Machine



Bobcat Excavator with Brush Handling Attachments

<https://www.bobcat.com/en/telehandlers/features>

EXCAVATOR SPECIFICATIONS



	HORSEPOWER	OPERATING WEIGHT	BUCKET DIGGING FORCE	MAX. DIG DEPTH	MAX. REACH AT GROUND LEVEL	WIDTH	TAIL SWING TYPE
12,000 – 19,000 LB.							
E85 R-Series	65.9 hp (49.2 kW)	18,977 lb. (8608 kg)	13,269 lbf. (59023 N)	15.5 ft. (4.7 m)	23.6 ft. (7.2 m)	87 in. (2210 mm)	Conventional



E60 R2-Series	55 hp (41 kW)	12,315 lb. (5586 kg)*	10,261 lbf. (45643 N)	13.1 ft. (4 m)	20.5 ft. (6.2 m)	77.2 in. (1961 mm)	Conventional
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6,500 – 12,000 LB.							
E50 R2-Series	49.7 hp (36.5 kW)	11,357 lb. (5151 kg)*	9,511 lbf. (42307 N)*	11.4 ft. (3.5 m)	19.4 ft. (5.9 m)*	77.2 in. (1961 mm)	Minimal



E42 R2-Series	42.6 hp (31.4 kW)	9,830 lb. (4459 kg)*	9,601 lbf. (42707 N)*	10.4 ft. (3.2 m)	17.3 ft. (5.3 m)*	72.8 in. (1849 mm)	Conventional
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E35 R-Series	24.8 hp (18.5 kW)*	7,699 lb. (3492 kg)*	6,968 lbf. (30995 N)*	10.2 ft. (3.1 m)	17.2 ft. (5.2 m)*	69 in. (1753 mm)	Zero
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E32 R-Series	24.8 hp (18.5 kW)	7,340 lb. (3329 kg)*	6,969 lbf. (31000 N)*	10.2 ft. (3.1 m)	16.3 ft. (5 m)*	61 in. (1549 mm)	Conventional
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2,500 – 6,500 LB.

E26 R-Series	24.8 hp (18.5 kW)	6,489 lb. (2943 kg)*	5,652 lbf. (25141 N)*	9.5 ft. (2.9 m)	16 ft. (4.9 m)*	61 in. (1549 mm)	Minimal
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E20 R-Series Retractable undercarriage	13.9 hp (10.4 kW)	4,306 lb. (1953 kg)	4,684 lbf. (20835 N)	8.5 ft. (2.6 m)	14 ft. (4.3 m)	39 – 54 in. (991 – 1372 mm)	Zero
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E10 R-Series Retractable undercarriage	10.2 hp (7.6 kW)	2,593 lb. (1176 kg)	1,865 lbf. (8296 N)	6 ft. (1.8 m)	10.2 ft. (3.1 m)	28 – 43 in. (711 – 1092 mm)	Zero
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* Standard equipment configuration

* The Bobcat E35 excavator is available with an optional 33.5-hp engine.



Cut down brush, thick weeds, grass and even small trees with the Bobcat® flail mower. It cuts aggressively and efficiently, with a direct-drive hydraulic motor that provides the optimum balance between torque and rpm. The flail mower's triple-knife flails rip through hard and soft woods, vines, grass, and brush.

A rubber torsion disk absorbs stress during operation, and heavy-duty flanges on both sides of the rotor protect the drive train. Side safety chains help contain debris. Switch the hydraulic hoses at the drive motor to change the rotation of the reversible flails, increasing overall flail life.



SPECIFICATIONS	30FM	40FM	40FMR
Operating Weight (with X-Change® Mount)	649 lb.	736 lb.	881 lb.
Operating Weight (with Pin-on Mount)	—	708 lb.	876 lb.
Working Width	30 in.	40 in.	40 in.
Overall Width	50.4 in.	60.4 in.	60.4 in.
Cutting Capacity	Up to 4 in.	Up to 4 in.	Up to 4 in.
Hydraulic Flow	12.2-19.5 gpm	14-22.4 gpm	18.4-31.7 gpm
Number of Knives	27	36	36
Mount Options	X-Change	X-Change, Pin-on	X-Change, Pin-on

Approved Machine: Mini Excavator (E32 – E85)*

*Cab-equipped excavators only. Windows and door must be closed during operation.

For a complete list of Excavator attachments please see the attached price pages or visit <https://www.bobcat.com/attachments/search-attachments>

TOOLCAT UTILITY WORK MACHINES SPECIFICATIONS

	RATED OPERATING CAPACITY (ISO)	TRAVEL SPEED (HIGH)	AUXILIARY HYDRAULIC FLOW	HIGH-FLOW OPTION	CARGO BOX MAXIMUM LOAD	TURNING RADIUS (AWS)	TOWING CAPACITY	STORAGE BIN CAPACITY
5610 Operate both front-mounted attachments and rear-mounted implements	4,200 lb. (1905 kg)	17 mph (27 km/hr.)	18.9 gpm (71.5 L/min.)	27.9 gpm (105.6 L/min.)	n/a	50.5 in. (1283 mm)	4,000 lb. (1814 kg)	50 lb. (22 kg)
5600 Operate more than 35 front-mounted attachments	4,200 lb. (1905 kg)	17 mph (27 km/hr.)	18.9 gpm (71.5 L/min.)	27.9 gpm (105.6 L/min.)	2,000 lb. (907 kg)	50.5 in. (1283 mm)	4,000 lb. (1814 kg)	n/a

/// Contact your dealer or visit [Bobcat.com](https://www.bobcat.com)
to request a price quote today.

/// 5600 TOOLCAT™ UTILITY
WORK MACHINE



TOOLCAT UTILITY WORK MACHINE ATTACHMENTS AND IMPLEMENTS

COMPLETE HUNDREDS OF JOBS AND CUT DOWN ON MANUAL LABOR

APPROVED ATTACHMENTS

- Three-point quick hitch
- Three-point hitch adapter
- Angle broom
- Auger
- Bale fork
- Box blade
- Brushcat™ rotary cutter
- Bucket, combination
- Bucket, general purpose
- Bucket, rock
- Bucket, snow and light material
- Chipper
- Dozer blade
- Dumping hopper
- Flail cutter
- Grader
- Grapple, industrial
- Grapple, utility
- Landplane
- Landscape rake
- Mower
- Pallet fork
- Scraper
- Seeder
- Snow blade
- Snow pusher
- Snow V-blade
- Snowblower
- Sod layer
- Soil conditioner
- Spreader
- Stump grinder
- Sweeper
- Tiller
- Tilt-Tatch™ accessory
- Trencher
- Utility fork

APPROVED IMPLEMENTS FOR 5610

- Three-point angle blade
- Three-point auger
- Three-point box blade
- Three-point finish mower
- Three-point rotary cutter
- Three-point seeder
- Three-point snowblower
- Three-point tiller
- Three-point tine rake

/// Visit [MyWorkSaver.com/tcfeatures](https://www.myworksaver.com/tcfeatures) for more
information about Toolcat™ utility work machines.

/// 5610 TOOLCAT
UTILITY WORK MACHINE





VersaHANDLER Telescopic Tool Carriers
<https://www.bobcat.com/en/telehandlers/features>



VersaHANDLER® TELESCOPIC TOOL CARRIERS

	V923	V723	V519
Engine			
Engine Type	Turbo Diesel	Turbo Diesel	Turbo Diesel
Horsepower hp (kW)	130 (96,9)	100 (74,6)	74 (55,2)
Displacement cu. in. (L)	208 (3,4)	208 (3,4)	208 (3,4)
Performance			
Operating Weight lb. (kg)	18,158 (8236)	17,155 (7781)	11,001 (4990)
Rated Lift Capacity lb. (kg)	9,041 (4101)	7,700 (3493)	5,500 (2495)
Max. Load Full Height lb. (kg)	7,056 (3201)	7,700 (3493)	5,500 (2495)
Max. Load at Max. Reach lb. (kg)	3,749 (1701)	3,308 (1500)	2,205 (1000)
Max. Lift Height in. (mm)	277 (7036)	274 (6957)	230 (5842)
Max. Reach in. (mm)	162.3 (4122)	161.5 (4102)	123.3 (3132)
Travel Speed (low) mph (km/hr.)	3.7 (6)	3.7 (6)	4.7 (7,6)
Travel Speed (high) mph (km/hr.)	24.8 (39,9)	18.7 (30,1)	18.3 (29,5)
Auxiliary Hydraulic Flow gpm (L/min.)	39.6 (149,9)	26.4 (99,9)	21.1 (79,9)
Dimensions			
Length Fork Heel to Rear in. (mm)	195.9 (4976)	191.7 (4869)	175.3 (4453)
Width in. (mm)	90.6 (2301)	90.6 (2301)	82.7 (2101)
Height with Operator Cab in. (mm)	95.4 (2423)	93.5 (2375)	82.7 (2101)
Ground Clearance in. (mm)	16.9 (429)	16.9 (429)	10.4 (264)
Wheelbase in. (mm)	113 (2870)	113 (2870)	111 (2819)

Section Nine: Pricing***Bobcat Company Response:***

It is our pleasure to offer the below Bobcat® products to the State of Oklahoma, deeply Discounted and available for streamlined ordering:

With the right attachment a Bobcat Loader, Excavator or more Toolcat can accomplish even the most challenging forestry tasks.

Product	Main Unit Discount	Attachment Discount	Parts Discount
Bobcat Tractors	20.0%	24.0%	0.0%
Bobcat Skid Steer Loaders	30.0%	24.0%	0.0%
Compact Track Loaders	30.0%	24.0%	0.0%
Toolcat	20.0%	24.0%	0.0%
Versahandler	24.0%	24.0%	0.0%

Unit Prices can be found in the attached [Bobcat Company Price Pages](#).

In this section you will also find:

- Exhibit 2, Attachment 1 – Ag/Farm Equipment
- Exhibit 2, Attachment 2 – Ag/Farm Implements
- Exhibit 2, Attachment 3 – Forestry and Brush Cutting Equipment
- Exhibit 2, Attachment 4 – Equipment Repair



Exhibit 2 Attachment 1 – Ag/Farm Equipment

Agriculture/Farm Equipment. Tractors and Farm Tractors, Combines, Harvesters all complete with standard options and accessories. This does not mean residential lawn tractors. This is for large tractors and pieces of equipment used in farming operations or for maintaining large area of land and right of ways.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Bobcat®	CT4045 HST	Bobcat Compact Tractor - February 2021	20%
Bobcat	CT4050 HST	Bobcat Compact Tractor - February 2021	20%
Bobcat	CT4055 HST	Bobcat Compact Tractor - February 2021	20%
Bobcat	CT4058 HST	Bobcat Compact Tractor - February 2021	20%
Bobcat	CT5545 E-HST	Bobcat Compact Tractor - February 2021	20%
Bobcat	CT5550 E-HST	Bobcat Compact Tractor - February 2021	20%
Bobcat	CT5555 E-HST	Bobcat Compact Tractor - February 2021	20%
Bobcat	CT5558 E-HST	Bobcat Compact Tractor - February 2021	20%
Bobcat	Any unlisted Tractors	Bobcat Compact Tractor - February 2021	20%
Bobcat	VersaHANDLER V519	Bobcat Telehandler - February 2021	24%
Bobcat	VersaHANDLER V519	Bobcat Telehandler - February 2021	24%
Bobcat	VersaHANDLER V519	Bobcat Telehandler - February 2021	24%
Bobcat	Any unlisted VersaHANDLERS	Bobcat Telehandler - February 2021	24%

Attachments/Accessories: 24% off Attachments, Machine discount is applied to Factory Options, 0.0% off Parts and Accessories.

Factory Installed Options: See Machine discount above

Trade-ins: ☒ Available ☐ Not Available

(Include any special conditions on a separate sheet)

Multiple Unit discount: 1.0% % (In addition to the equipment discount) based on Three or More Units purchased





Exhibit 2 Attachment 2 – Ag/Farm Implements

Implements and Attachments used on Agriculture and Farm Equipment. Equipment is for cultivation, planting, fertilizing, irrigation and harvesting. This is for the attachments and implements that are attached to tractors such as tillers, rakes, blades, diggers, hoes, hay equipment, pluggers, cutters and mowers attached to a tractor such as a flex, rotary, booms. Equipment used to maintain large areas of land and right-of-ways.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Bobcat®	Tractor Attachments & Implements	Tractor Attachments - February 2021	24.00%
Bobcat	Telehandler Attachments	Telehandler Attachments - February 2021	24.00%

Attachments/Accessories: 24% off Attachments, Machine discount is applied to Factory Options, 0.0% off Parts and Accessories.

Options: N/A

Trade-ins: ☒ Available ☐ Not Available

(Include any special conditions on a separate sheet)

Multiple Unit discount: 1.0% % (In addition to the equipment discount) based on Three or More Units purchased





Exhibit 2 Attachment 3 – Forestry and Brush Cutting Equipment

Forestry & Brush Cutting and Maintenance Equipment. This is for equipment used to trim, cut down and grind trees, and collect wood. Chippers, shredders, large equipment used to cut thick brush such as grinders, chippers, and forestry mowers.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Bobcat®	All Skid Steer Loader Models	Bobcat Skid Steers Loaders February 2021	30%
Bobcat	All Compact Track Loader Models	Bobcat Compact Track Loaders February 2021	30%
Bobcat	All Excavator Models	Bobcat Excavators February 2021	30%
Bobcat	Attachments for Loaders	Bobcat Loader Attachments February 2021	24%
Bobcat	Attachments for Excavators	Bobcat Excavator Attachments February 2021	24%
Bobcat	All Toolcat™ Utility Work Machine Models	Bobcat Toolcat February 2021	20%
Bobcat	Toolcat Attachments	Toolcat Attachments February 2021	24%

Attachments/Accessories: 24% off Attachments, Machine discount is applied to Factory Options, 0.0% off Parts and Accessories.

Factory Installed Options: See Machine discount above

Trade-ins: X Available Not Available

(Include any special conditions on a separate sheet)

Multiple Unit discount: 1.0% % (In addition to the equipment discount) based on Three or More Units purchased





Bobcat®

Exhibit 2 Attachment 4 – Equipment Repair

EXHIBIT 2, ATTACHMENT 4 PRICE	
Equipment Repair	
Suppliers shall furnish pricing in the spaces provided below.	
Unit prices shall include all costs associated with repair services.	
Cost for Repair Services	
Labor Rate: Hourly rate for labor required to perform work.	
Cost for Parts: Price quoted for parts shall be list price, less a percentage discount.	
Discount to include shipping and handling. No additional shipping and handling fees will be assessed at the time of order.	
Repair Services if for labor and parts Labor Rate:	\$ <u>\$135.00</u>
Parts, at list price, less a percentage discount	<u>0.0</u> %
Parts only Parts, at list price, less a percentage discount	<u>0.0</u> %
Travel Reimbursement if supplier repairs equipment at the government entity location. (Travel must be OVER 20 miles from Supplier location).	\$ _____ per mile \$250.00 plus hourly rate for entire (round trip) commute.
If parts are to be shipped, bidder must provide the means by which the parts are shipped (i.e. UPS, FedEx, USPS, etc.). Charge for shipping rate must be included in the discount percentage rate.	USPS unless the situation warrants other arrangements (e.g. Excess Weight, unusual dimensions, urgency, etc.).





Section Ten: Offer of Value-Added Products and/or Services

Bobcat Company Response:

Extended Warranty

While Bobcat machines are known for durability and reliability, extended warranties add an extra level of protection against unexpected repairs. Protection Plus® extended warranty coverage beyond the standard warranty makes it easier to work more and worry less. Choose from three Bobcat extended warranty coverage options, including powertrain, powertrain + hydraulics or full machine coverage.

Extended warranties are available in Annual and Hourly increments, see the table below for details. Your Bobcat dealer can provide a quote and advise you on the cost of the plan you are interested in.

HOURS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS
2,000	X	X	X	X
3,000	X	X	X	X
4,000	X	X	X	X
5,000	X	X	X	X

Planned Maintenance

Protection Plus planned maintenance coverage, available with the extended warranty, helps protect you from repair costs and helps you avoid unplanned machine failures during busy times when you need to be at peak productivity. Maintenance items include fluids, filters and more on the equipment engine, HVAC components, hydraulic components, and transmission. It's another way Bobcat helps you expand your machine protection.

Reduce unexpected downtime with regular maintenance - Your dealer will regularly perform machine care at convenient intervals to keep you productive, instead of fixing expensive and preventable machine failures. A Protection Plus planned maintenance contract, which can be bundled with your Protection Plus extended warranty, provides a comprehensive report of the needed parts and service your machine needs for a defined period of operation – providing you with upfront costs you can plan around.

Visit <https://www.bobcat.com/owners/warranty/overview> to explore these great services as well as other value added programs.





Section Twelve: Business References

Contract	Point of Contact	Phone	Email	Contract Description.
MN Dept. of Transportation	Mike Sutton	(651) 201-3170	Michael.Sutton@state.mn.us	Bobcat holds several Minnesota Statewide Contracts Administered by MNDOT, including a Tractor Contract.
Virginia Grounds Maintenance Equipment	Danielle Keeton	(804) 225-2948	danielle.keeton@dgs.virginia.gov	Danielle administers Bobcat Company's NASPO Master Agreement for Grounds Maintenance Equipment which has been adopted by several States.
Pennsylvania Ag/Grounds Equip.	Joslyn Thomas	(717) 425-5043	joslthomas@pa.gov	Joslyn administers two of Bobcat Company's Contracts, one of which is Ag and Grounds Equipment.

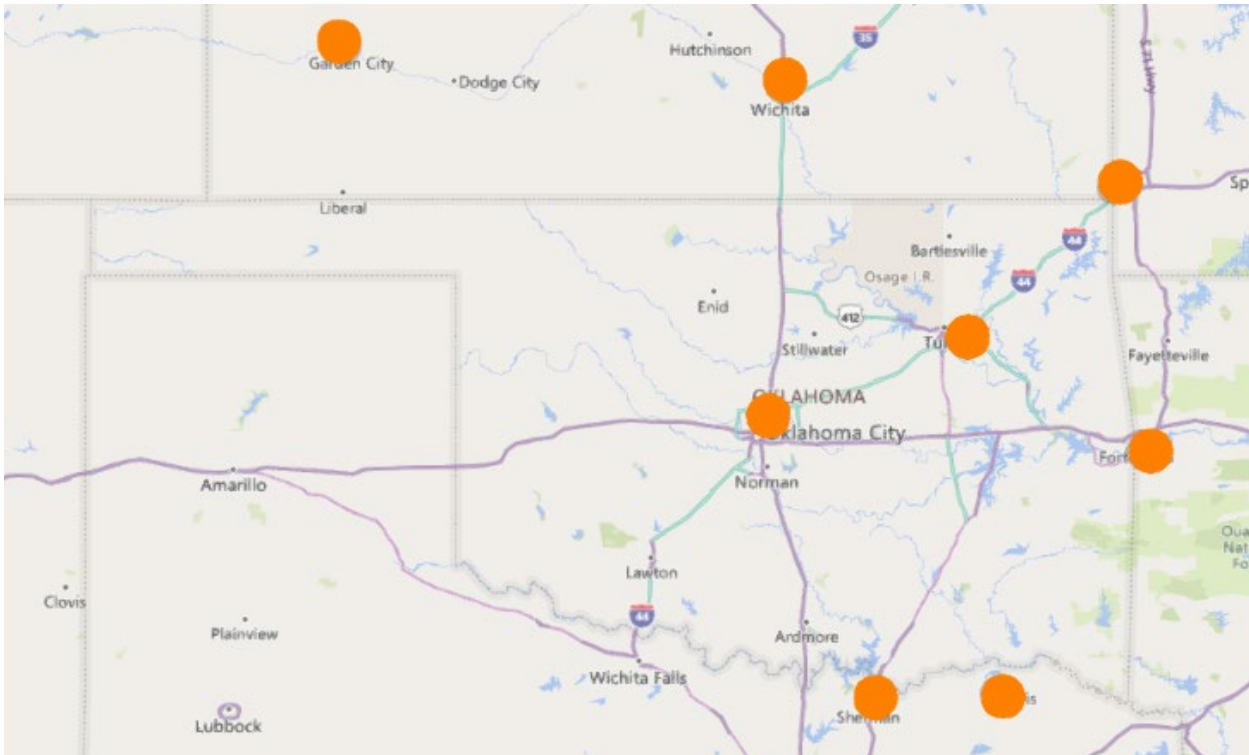


Section Fourteen: Third Party Vendor Information

Dealership Locator

Bobcat Company has the most extensive compact equipment distribution network in the world. Some 1,000 independent Bobcat dealers back each and every piece of Bobcat equipment, serving customers thousands of local sales, service, parts and rental specialists. Bobcat dealers are known for their dedication to providing outstanding customer service to ensure long, reliable equipment performance. All Dealers understand the procedure for providing goods and services under Statewide contracts. Bobcat Company will ensure that the Statement of Work is fulfilled on orders.

Below is a map representing current dealerships in Oklahoma as well as some border city locations.



Utilize the dealer locator to identify the closest dealership <https://www.bobcat.com/dealer>



Exhibit 2 Attachment 5 – Authorized Dealer List

Dealership Points of Contact may differ by City, County, etc - **contact your Bobcat Company Government Account Manager to ascertain the applicable dealership POC.**

Dealer Name	Dealer Address	Dealer Phone Number	Government Account Manager	*Government Account Manager - Email
Hugg and Hall Equipment Company, Fort Smith, AR	7101 S. Zero Street, FORT SMITH, AR 72903	(479) 648-3322	Jesse Rheault	Jesse.Rheault@doosan.com
White Star Machinery & Supply, Wichita, KS	3223 N HYDRAULIC, WICHITA, KS 67219-1213	(316) 838-3321	Jesse Rheault	Jesse.Rheault@doosan.com
White Star Machinery, Garden City, KS	3830 WEST JONES STREET, GARDEN CITY, KS 67846-0621	(620) 277-2290	Jesse Rheault	Jesse.Rheault@doosan.com
Bobcat of Joplin, Joplin, MO	751 S Malang Rd, Joplin, MO 64804	417-385-1770	Jesse Rheault	Jesse.Rheault@doosan.com
Bobcat of Oklahoma City, Oklahoma City, OK	8800 N INTERSTATE 35 SERVICE RD, OKLAHOMA CITY, OK 73131	(405) 685-5531	Jesse Rheault	Jesse.Rheault@doosan.com
White Star Machinery, Tulsa, OK	12611 E 60th St, TULSA, OK 74146	(918) 622-7787	Jesse Rheault	Jesse.Rheault@doosan.com
Bobcat of North Texas - Paris, Paris, TX	2720 N. Main Street, Paris, TX 75460	903-706-5216	Jesse Rheault	Jesse.Rheault@doosan.com
Bobcat of North Texas - Sherman, Sherman, TX	4612 Texoma Parkway, Sherman, TX 75090	903-200-7129	Jesse Rheault	Jesse.Rheault@doosan.com

* Product offerings may differ by location.

Signature: TIM TUCK
TIM TUCK (Jul 7, 2021 16:22 CDT)

Email: tim.tuck@omes.ok.gov













SW0196-Clark-EXECUTABLE Statewide Contract

Final Audit Report

2021-07-07

Created:	2021-07-06
By:	Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs_FCnf4qxJw_glsSzhJHFDZW1hzNzG0h

"SW0196-Clark-EXECUTABLE Statewide Contract" History

-  Document created by Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov)
2021-07-06 - 8:28:58 PM GMT- IP address: 165.225.216.77
-  Document emailed to Jesse Rheault (jesse.rheault@doosan.com) for signature
2021-07-06 - 8:30:55 PM GMT
-  Email viewed by Jesse Rheault (jesse.rheault@doosan.com)
2021-07-07 - 1:16:19 PM GMT- IP address: 104.47.55.254
-  Document e-signed by Jesse Rheault (jesse.rheault@doosan.com)
Signature Date: 2021-07-07 - 9:13:41 PM GMT - Time Source: server- IP address: 209.59.236.5
-  Document emailed to TIM TUCK (tim.tuck@omes.ok.gov) for signature
2021-07-07 - 9:13:43 PM GMT
-  Email viewed by TIM TUCK (tim.tuck@omes.ok.gov)
2021-07-07 - 9:22:07 PM GMT- IP address: 45.41.142.21
-  Document e-signed by TIM TUCK (tim.tuck@omes.ok.gov)
Signature Date: 2021-07-07 - 9:22:31 PM GMT - Time Source: server- IP address: 204.62.22.65
-  Document emailed to Dan Sivard (dan.sivard@omes.ok.gov) for signature
2021-07-07 - 9:22:33 PM GMT
-  Email viewed by Dan Sivard (dan.sivard@omes.ok.gov)
2021-07-07 - 9:22:51 PM GMT- IP address: 104.143.198.38
-  Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)
Signature Date: 2021-07-07 - 9:23:11 PM GMT - Time Source: server- IP address: 204.62.22.65

✔ Agreement completed.

2021-07-07 - 9:23:11 PM GMT