



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH VERMEER GREAT PLAINS

This State of Oklahoma Statewide Contract #0193 - Sewer Equipment ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Vermeer Great Plains ("Supplier") and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for 1 year with four (4) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the provision of sewer cleaning and inspection equipment to all Oklahoma state agencies and interlocal entities, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, BAFO, vendor documents or confidentiality requests. This Contract memorializes the agreement of the parties with respect to the 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. 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. Q&A, Amendment;
 - 2.3. Non-negotiable terms, Attachment A-1;
 - 2.4. General Terms, Attachment B;
 - 2.5. Statewide Contract Terms, Attachment C;
 - 2.6. Reserved, Attachment D;
 - 2.7. Response to Specifications, Attachment E-1; and
 - 2.8. Price, Attachment E-2.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or

substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

Signatures

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Contract and to bind their respective party thereto.

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


By: 
Amanda Otis (Oct 29, 2024 06:45 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Oct 29, 2024

VERMEER GREAT PLAINS

By: 
Name: JAMES KIRK

Title: SALES MANAGER

Date: 10.28.24

ATTACHMENT A
SOLICITATION/EVENT NO. EV00000499

Sewer Cleaning and Inspection Equipment

Statewide Contract No. SW0193

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 on behalf of The Oklahoma Office of Management and Enterprise Services (OMES) Central Purchasing Division for the purchase to provide Sewer Cleaning and Inspection Equipment to all Oklahoma state agencies and interlocal entities. The Contract is awarded as a Mandatory Statewide contract.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract. [This Statewide Contract will automatically renew annually. Should either party not want to renew the Contract, a written notice of termination shall be sent at least 30 days prior to the end of the Contract term.]

2. Solicitation Criterion

The Bid will be evaluated using a best value criterion, based on the following:

- I. Technical response (Exhibit#1)
- II. Price (Exhibit#2)

3. Scope and Description

The parties agree to the following terms in addition to obligations set forth in other Contract Documents:

Certain Contract requirements and terms are set forth below as Exhibit 1.



Date of Issuance: 07/30/2024

Solicitation No. EV00000499

Requisition No. _____

Amendment No. 2

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: 08/08/2024 closing 3:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

ISSUED FROM:

Cini Zacharia
Contracting Officer

405-522-9078
Phone Number

Cini.zacharia@omes.ok.gov
E-Mail Address

RETURN TO: <https://oklahoma.gov/omes/services/purchasing/supplier-portal.html>

Description of Amendment:

a. This is to incorporate the following:

Vendor Q&A closed on 07/30/2024 at 3PM.

The questions we received, and the answers are below.

All the Amendment need to be signed and submitted along with your bid response.

Question #1

I am putting this contract together on our end. There is a lot about street sweeping and not much for pricing on Sewer Cleaning and Inspection. Is that correct? I know it is a combined bid for both, but I don't see any information on Exhibit #2 for any Sewer Cleaners or Inspection. Just want to make sure everything is correct.

Answer:

This is only for sewer Cleaning & Inspection Equipment. NO more Sweeping. That was a mistake.

Question #2

I have attached all my current pricing to the bid opportunity. However, if any of the manufacturers take a price increase, these sheets will be void. The discount will not change just the pricing. Is there a way to note that somewhere in the bid?

Answer:

You can write that on the top of price sheet. Or added an extra sheet to that and write your concerns.

Question # 3

Attachment B page 6 - 5.3 / Attachment A-1 page 3 - 4.3

I believe this requires the standard delivery costs to be included in the item pricing. I believe this was intended for small goods. My issue is that delivery costs of large equipment, like the equipment requested in this bid, vary widely throughout the year. Current fuel prices are the major determinant of delivery costs. Prices can easily double. I could cover this, but I would have to reduce my discount enough to cover price increases. I would like to offer delivery at our cost on a quote-by-quote basis. I will be happy to provide proof of cost any time it is needed. This would insure the best pricing for the customer.

Answer:

Attachment B is State General terms. -Any exceptions you are asking on this, Attachment B, you can submit with your bid response. But Attachment A -1 is lock down language – not allowed to negotiate. The best and final offer you can provide on this RFP can be clearly stated on your price sheet submission on your bid response.

Question # 4

Attachment B page 9 - 8.1

Insurance requirements:

We have been conducting business for over 25 years. I have a licensed insurance broker evaluate my business. They even provide a third-party company inspection and evaluation. They then provide me with properly sized solutions. This insures proper protection for myself and for my customers. Item B. requires \$2,000,000 per occurrence. I have 1,000,000 per occurrence. We are a small company and do not have the exposure to justify a \$2,000,000 policy. Item C. requires \$2,000,000, automotive policy. We have policies that meet the lawful requirements and fit the vehicles we own and drive. I need guidance on how to handle this. I have attached insurance on the above issues for review. Being forced to meet these requirements would put an extreme hardship on us.

Answer:

Attachment B is State General terms. -Any exceptions you are asking on this, Attachment B, you can submit with your bid response. If you make it to the stage of the final award process, then we will reach out for the insurance requirements. Whatever insurance you have now, please provide that with your submission. If that is not good enough, then we will get back with you after we review your submission.

Question #5

I would also ask for an extension to the due date.

Answer:

Vendor Q&A close will be extended to 07/30/2024 at 3:00 PM.

The bid will be extended to 08/08/2024 at 3:00PM.

Questions#6

I understand insurance will be an exception. I will put that in the asked for exceptions section. I just don't want to be denied the award because of this. If I have to get the additional coverage I will (it will really hurt us). If they don't allow my exception, will I have the opportunity to comply?

Answer: At this time, please submit your bid response with whatever insurance you have now. If that is not good enough, then we will get back with you after we review your submission.

Question #7

On the delivery charges, would I place that under additional terms?

Answer:

You can add that to the price sheet.

Question #8

I have some other exceptions/additional terms I need to add. If I place them in the wrong location, will you guys work with me on them?

Answer:

If you add this exception in a word format anywhere on your bid response submission, we will accept that. After the evaluation process, it will go to OMES legal team to review all the docs.

It will ONLY go to legal, if you reach to the next step of the award process, then the legal will review the exceptions and bidders' agreement etc. you have.

All the documents that need to go to legal review need to be in word format for the legal team to make red comments on the side. If you submit this in word format that will save our time at the end.

Question #9

And some of this is a request for review, which does not fall under questions and answers does it?

Answer:

Vendor Q&A close will be extended to 07/30/2024 at 3:00 PM.

The bid will be extended to 08/08/2024 at 3:00PM.

All questions we received will be answered after 3 PM on 07/30/24 as an amendment too.

That need to be signed and submitted along with your bid response.

Question #10

Is it possible to extend the due date on the SW 193 contract by 2 weeks?

Answer:

Vendor Q&A close will be extended to 07/30/2024 at 3:00 PM.

The bid will be extended to 08/08/2024 at 3:00PM.

All questions we received will be answered after 3 PM on 07/30/24 as an amendment#2 too.

That need to be signed and submitted along with your bid response.

Question # 11

We have already submitted everything in the portal. Do I need to resubmit it?

I just want to make sure I don't miss anything.

Answer:

No. you are good. But always make sure if there is any amendment, we post that needs to be signed and return with your bid response.

The questions we received at the last minute of the closing of Vendor Q&A will be posted as an amendment. So, we always recommend keeping an eye on the Closing time of the Vendor Q&A period.

Please do not miss the amendment signed & added to the bid response.

After the vendor Q&A closes, we cannot reply any of your questions. No more questions will be accepted after the vendor Q&A period closes.

Question #12

I can't get past the Existing User Sign In because I don't know the password that was originally set up. When I click on Forgot My Password, I am supposedly going to get an email to help re-set it. I still have not received that email.

I started out as a new supplier but found out that our FEIN number was already in your system. When I got to the page for the W-9, it asked for an ID that I didn't know. That is where I stopped yesterday. How do I get these tasks completed so that I may submit my bid?

Answer:

You can submit a bid without being a registered supplier/vendor, but you do have to have a log in as a bidder. Supplier Registration can help a supplier/bidder register, but registering as a bidder is pretty simple:

<https://oklahoma.gov/omes/divisions/central-purchasing/suppliers-and-payees/supplier-portal.html>

There is also a link here to request your userid from the previous supplier registration system visit here to request your user ID.

I think this is what the user needs to do to access their account. As bidder do have an existing supplier account. If you register a new bidder account it can cause issues, but if you aren't able to figure this out quickly or get help from supplier registration who I've copied on the email then I would have you register as the bidder and if awarded we can link the bidder to the supplier account.

OMES Supplier Registration supplier.registration@omes.ok.gov

Question 13:

Exhibit # 1 technical response

Asks for street sweeper information instead of sewer cleaning.

Answer:

Please see Exhibit#1- we fixed the Spelling mistake and it is for Sewer Cleaning & inspection Equipment.

Question 14:

Bidders' instructions, PG 8, Section 8, a.

a. Pricing associated with the bid shall be inserted in this section using Exhibit 3 Price.

This asks us to use exhibit 3. I can't find Exhibit 3.

Answer:

PG#8 Section 7.8 Please read Exhibit#2 for pricing. There is no more pricing #3 that was a mistake.

Question 15:

I have been trying to get set up to submit a bid for this but every time I try to set up as a new vendor it tells me that I am already set up. When I try to log in to enter the information for this bid, I get errors also, but I have no idea how to fix these errors. I have tried every HELP button I can find.

How do I get registered to submit this bid?

Answer:

You can submit a bid without being a registered supplier/vendor, but you do have to have a log in as a bidder. Supplier Registration can help a supplier/bidder register, but registering as a bidder is pretty simple:

<https://oklahoma.gov/omes/divisions/central-purchasing/suppliers-and-payees/supplier-portal.html>

There is also a link here to request your userid from the previous supplier registration system visit here to request your user ID.

I think this is what the user needs to do to access their account. As bidder do have an existing supplier account. If you register a new bidder account it can cause issues, but if you aren't able to figure this out quickly or get help from supplier registration who I've copied on the email then I would have you register as the bidder and if awarded we can link the bidder to the supplier account.

OMES Supplier Registration supplier.registration@omes.ok.gov

Question 16:

We have already submitted everything in the portal . Do I need to resubmit it?

I just want to make sure I don't miss anything .

Answer:

No. you are good. But always make sure if there is any amendment, we post that needs to be signed and return with your bid response.

The questions we received at the last minute of the closing of Vendor Q&A, will be posted as an amendment. So, we always recommend keeping an eye on the Closing time of the Vendor Q&A period.

Please do not miss the amendment signed & added to the bid response.

After the vendor Q&A closes, we cannot reply any of your questions. No more questions will be accepted after the vendor Q&A period closes.

Question#17

SHIPPING:

Attachment B, Pg.6 of 29, 5.3

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.

Answer:

You can put everything on the pricing sheet.

Question#18

Attachment A-1,Pg.3of 10,4.3

4.3 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.

The cost of shipping big equipment is extreme and varies greatly, especially with the unstable fuel prices. It is almost impossible to value shipping costs more than 30 days out (much less the entirety of this contract). I would ask for modification of Attachment B page 6 - 5.3 / Attachment A-1 page 3 - 4.3 to allow shipping to be charged in addition to the equipment pricing. Shipping costs will be charged at suppliers cost. Proof of shipping cost must be available upon request. This will allow us to give a better discount.

Answer:

This Attachment A-1 is not negotiable – this is a lock down language.

Question#19

Insurance:

Attachment B, Pg9, B. and C.

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 \$2,000,000 per occurrence

C. Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;

We have been conducting business for over 25 years. I have a licensed insurance broker evaluate my business. They even provide a third party company on-site inspection and evaluation. They then provide me with properly sized solutions. This ensures proper protection for me and for my customers. We are an Oklahoma Licensed used automobile dealer and an Oklahoma new motor vehicle dealer. We have met all the requirements set forth by the state to sell automobiles to the general public. Item B. requires \$2,000,000 per occurrence. I have 1,000,000 per occurrence. We are a small company and do not have the exposure to justify a \$2,000,000 policy. Item C. requires \$2,000,000, automotive policy. We have policies that meet the lawful requirements and fit the vehicles we own and

drive. I have attached my insurance certifications. I am asking for a review of them to allow them to be acceptable. I view these requirements as restrictive and the additional cost would be a great burden to our company.

Answer:

Attachment B is State General terms. -Any exceptions you are asking on this, Attachment B, you can submit with your bid response. If you make it to the stage of the final award process, then we will reach out for the insurance requirements. Whatever insurance you have now, please provide that with your submission. If that is not good enough, then we will get back with you after we review your submission

Question#20

Demonstration equipment:

Bidders instructions, Pg7.,Section7.7,C.

c. Bidder shall offer new items of current design and technology unless the State specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. The Bid is required to state the manufacturer's name and number. The Bid shall also explain in detail how a proposed equivalent will meet the specifications and should not be considered an exception.

The above section seems to allow for the following. From time to time Vac-Con sells their demonstration equipment. This equipment is only used by factory trained personnel to show customers. These units are in like new. They have never been sold or titled to an end user. They come with full warranties intact. We would like to offer them at a 10% discount on the contract. The 10% would not include the chassis. The additional discount will help customers get better equipment and still remain in budget.

I hope we can do this. It is a great option for some cities. I don't know where to put this request in the bid: request for administrative review, or additional terms, or requested exceptions. Can you please advise?

Answer:

You can add that in price sheet add as a value-added item., if need use extra page to it,

Question#21

Chassis pricing

Our manufacturer invests a large amount of money stocking a fleet of chassis. These units are ready to go and are at the factory. This lowers delivery times and insures the chassis is perfect for the build. The chassis and associated options provided by our manufacturer are offered to us with no discount. So we offer them to our customers at pass through pricing. This means what the chassis costs us will be the price to our customers. The chassis pricing is provided in the pricing section of the bid under each appropriate model. These chassis are limited and subject to sale on a first come first serve basis. We are happy to provide proof of cost on these anytime requested.

Again, I am unsure where to place this in the bid request for administrative review, or additional terms, or requested exceptions. Can you please advise?

Answer:

You can add that in price sheet add as a value-added item., if need use extra page to it,

Question#22

Authorized dealer letter

Most bids require a letter of authorization from each of the manufacturers for the respective dealer in the state. I didn't see this in the bid. Is this a requirement? If so what section do you want it placed?

Answer:

Not a requirement, but you can always add that with your bid response and add that right after the pricing sheet, as a separate document.

Question#23

Certificate of good standing

Most bids require a Certificate of good standing from the Oklahoma Secretary of State. I didn't see this in the bid. Is this a requirement? If so what section do you want it placed?

Answer:

Not a requirement, but you can always add that with your bid response and add that right after the pricing sheet , as a separate document

Question#24

New motor vehicle dealer's license

It is a state Requirement to have a new motor vehicle dealer's license to sell this type of equipment whole (on a chassis). I did not see and request for the Oklahoma dealers license certificate in the bid. Is this a requirement? If so what section do you want it placed?

Answer:

Not a requirement, but you can always add that with your bid response and add that right after the pricing sheet , as a separate document

Question 25:

I just wanted to make sure you received our bid for this event. I posted it last Wednesday. I know the due date is today. I wanted to make sure we were good to go. Please let me know if there are any issues.

Answer:

Yes. you can. Please check on the website. Amendment #1 and after the 07/30/2023 3 PM we will post Amendment #2 to web site too.

You need to sign and return all these amendments along with your bid response too.

Question 26:

We have already submitted everything in the portal. Do I need to resubmit it?

I just want to make sure I don't miss anything.

Answer:

No. you do not need to resubmit but keep an eye on Amendment 1&2 and that need to sign and return with your submission.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

ATTACHMENT A-1

STATE OF OKLAHOMA LOCKDOWN GENERAL TERMS

This State of Oklahoma Lockdown General Terms (“Lockdown General Terms”) is a Contract in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma. The terms contained in this document are not negotiable.

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 Amendment. 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** Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.

- 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

- 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 a proper purchase order has been issued.
- 2.2 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 Amendment. 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.
- 3.3 Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this

Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

- 3.5** To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4 Pricing

- 4.1** 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.
- 4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 4.3** 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
- 4.4** 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
- 4.5** Pursuant to OAC 260:115-9-1, 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.

5 Invoices and Payments

5.1 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. This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

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 30 days, but shall not be deemed late until 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.** If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

6 Oklahoma 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. 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) pricing 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.

7 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees 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.

8 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

9 Indemnification Coordination of Defense

9.1 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.

10 Termination for Funding Insufficiency

10.1 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.

10.2 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.

10.3 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.

11 Suspension of Supplier

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.

12 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.

13 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.

14 Notices

All notices, approvals or requests allowed or required by the terms of any Contract 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. Notice information may be updated in writing to the other party as necessary.

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 email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

15 Miscellaneous

15.1 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 of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 Section Headings

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

15.7 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; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

15.8 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.

15.9 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its authorized employee, agent, or another representative acting within the scope of their authority 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.

15.10 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 B

STATE OF OKLAHOMA GENERAL TERMS

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

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 Amendment. 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 Amendment;
- 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 Amendment.

- 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 Amendment. 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.
- 3.3** 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.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.5** To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a

conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

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 **Amendment** means a mutually executed, written modification to a Contract Document.
- 4.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.5 **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.
- 4.6 **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 Amendment.
- 4.7 **Customer** means the governmental entity receiving goods or services contemplated by the Contract.
- 4.8 **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.

- 4.9 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.10 Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.
- 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 260:115-9-1, 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 notice of cancellation and includes 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 \$2,000,000 per occurrence;

- C. Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D. If the Supplier will access, process, or store state data, then 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
- E. 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 Supplier's 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, Supplier's 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 2 C.F.R. part 376 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information

Security Policy, Procedures, Guidelines
set forth at
https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG_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's 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.

- 11.8** 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 the Supplier.

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 13.1 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 Contract or 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 260:115-9-1 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been

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

20 Suspension of Supplier

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

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

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

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality,

indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

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

25 Notices

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

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Second Floor
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. §85.7(F),

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. The State expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, Statutes of Limitations.

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

2. Orders and Amendments

- 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 Amendment 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 Amendment 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

All terms in this Contract relating to termination flow through to the Customer. A customer may terminate for funding insufficiency, cause or convenience any order or agreement made pursuant to this Contract. The termination must be done according to terms set forth in this Contract.

4. 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.

5. Contract Management Fee and Usage Report

5.1 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 Amendment.

5.2 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.

5.3 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.
 - e. Reports must include the following information:
 - f. Procuring entity;
 - g. Order date;
 - h. Purchase Order number or note that the transaction was paid by Purchase Card;
 - i. City in which products or services were received or specific office or subdivision title;
 - j. Product manufacturer or type of service;
 - k. Manufacturer item number, if applicable;
 - l. Product description;
 - m. General product category, if applicable;
 - n. Quantity;
 - o. Unit list price or MSRP, as applicable;
 - p. Unit price charged to the purchasing entity; and
 - q. Other Contract usage information requested by the State.

- 5.4** Payment of the contract management fee shall be delivered to the address below, or by setting up ACH. Payments must be received within forty-five (45) calendar days after the end of each quarterly reporting period.

Office of Management and Enterprise Services
P.O. Box 248984
Oklahoma City, Oklahoma 73124-8984

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

ATTACHMENT D

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Attachment E-1 Response to Specifications

EXHIBIT#1 - TECHNICAL RESPONSE

Sewer Cleaning & Inspection equipment

THE FOLLOWING QUESTIONS ARE TO BE ANSWERD IN FULL. PLEASE USE THE NUMBERING SYSTEM AND MICROSOFT WORD TO ANSWER THE QUESTIONS AND ATTACH TO YOUR RESPONSE.

Technical Requirements

1. Do you, the manufacturer, or your dealers in your network offer any value-added incentives to purchase such as seasonal sales? Yes_____ No_____, and if so, how would you incorporate special sale situations in the contract?
2. Have you ever had a recall situation for any of your equipment? Yes_____ No_____ and if yes, approximately how much of a negative impact in a dollar amount was it to the company to repair/replace the equipment? _____.
3. Has your company ever filed for Bankruptcy? Yes_____ No_____.
4. How long does it take usually from the building of the equipment until delivery? _____.
5. How many years has your company been in business? _____.
6. Will you offer discounts on your extended warranties? Yes_____ No_____. If yes, please include in your response the types of extended warranties and the terms. If No, still include the types and terms of your extended warranty plans.
7. Do you offer green options for hydraulic fluids? Yes_____ No_____. If yes, please provide specifications for the fluid.
8. For the products that are not an "all in one" product, please describe the ordering process including locations where products are assembled and if chassis is provided by your company, whether or not the chassis is new and if not, then how the chassis selection process is made and by whom, the customer or your company.
9. Please provide your parts return policy as well as any restocking fee for parts incorrectly ordered for the customer.
10. Central Purchasing is very limited in the marketing of products to the government entities across the state. Please describe your plan for marketing your products to the government entities. (Trade shows, government employee organizations, publications, etc.) If you already have brochures or other marketing tools, please provide a sample.

1. No
2. Yes- We provide loaners, and most updates are no cost to the customers.
3. No
4. 14 to 21 days
5. 60 years
6. No. Please see below screenshot of our extended warranty plans.

Premium Coverage Options – (Parts & Labor, Unlimited Hours, One Planned Maintenance package*)

- ☐ 12 months additional Premium coverage (Includes one standard Planned Maintenance Package)
- ☐ 24 months additional Premium coverage (Includes one standard Planned Maintenance Package)
- ☐ Additional Planned Maintenance — package 2
- ☐ Additional Planned Maintenance — package 3

Base Coverage Options – (Parts & Labor, No Planned Maintenance)

- ☐ 12 months additional Base coverage/1000 hours additional Base coverage
- ☐ 24 months additional Base coverage/2000 hours additional Base coverage

Planned Maintenance Only* (Package consists of either a 500 hour or 1000-hour package. See price book for standard package hour offering.)

- ☐ Planned Maintenance Only — package 1
- ☐ Planned Maintenance Only — package 2
- ☐ Planned Maintenance Only — package 3

7. No

Section Eight

Pricing

PRICE AND COST

Sewer Cleaning and Inspection Equipment

Exhibit#2- Price sheet A

Sewer Cleaning and Equipment for Trailer and Truck Mounting

Examples: combination sewer cleaners, hydro-excavation trucks, truck jettiers, trailer jettiers, rodders, easement machines, vacuum trailers mounts, vacuum truck mounts)

*****Vendor can provide a pricing list instead of this form.*****

YOU WILL NOT BE CONSIDERED RESPONSIVE IF YOU JUST FILL IN A BRAND AND "ALL MODELS". You must fill in Brand, Model Makes and Numbers and prices.

[illegible]

Attachments/Accessories: 7% % Multiple Unit discount 0% % Parts 0% %

Options: 7% % Extended Warranty offered? X Yes ___ No. Attach information for the extended warranty.

Installation Charge: Price On Request Hourly labor rate: Price on Request

Financing of Lease Purchase interest rate	10 %
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Special Notes:

Multiple configurations and options available. Contract pricing will be 7% off of list pricing in all cases.

Contact sales rep for current and accurate quote. Price will include delivery, start-up and on-site safety and operation training. Extended warranties available.

Vacuum Tooling

USD

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Vacuum Tooling		
Optional Items / Features		
8030215	VACUUM OPTION 3" SUCTION TOOL	\$ 222.08
8040983	VACUUM TOOL 4IN ASSEMBLY	\$ 253.10
8041000	VACUUM OPTION INLINE 3" MISTER 4GPM	\$ 328.78
8041080	ADAPTER,3"FCAMLK X 4"MCAM ALUM	\$ 151.36
8042982	VACUUM OPTION CYCLONE BUCKET	\$ 411.90
8043119	VACUUM OPTION ROTARY DIGGING LANCE	\$ 285.35
8043384	VACUUM OPTION VAL BOX CLEANOUT	\$ 493.78
8045528	INLINE 4" MISTER	\$ 411.90
Air Spades Tooling		
8042084	VACUUM OPTION - AIR SPADE 150 CFM VXT300/75AIR	\$ 2,651.30
8042084-05	VACUUM OPTION AIR SPADE NOZZLE REPLA FOR 150SCFM	\$ 918.09
8042084-1	VACUUM OPTION AIR SPADE HANDLE W/ TRIGGER	\$ 1,424.28
8042084-10	VACUUM OPTION AIR SPADE 45 DEG	\$ 531.00
8042084-2	VACUUM OPTION AIR SPADE 4' EXTENSION W/ COUPLER	\$ 671.20
8043833	VACUUM OPTION AIR SPADE 3' EXTENSION W/ COUPLER	\$ 677.40

This price sheet supersedes all previously published price sheets. Prices subject to change without notice
 Products on this price sheet will be manufactured by Vermeer Corporation, one of its subsidiaries,
 or an independent third-party alliance supplier, as applicable.

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

CS Trailer Series

USD

All CS Trailer Series include: 27 HP Kohler EFI Gas Engine, 580 CFM Vacuum Pump, Baghouse, Debris Tank with Hydraulic Tilt, 14 gallon Fuel Tank, 30' x 3" Suction Hose and Suction Tool, Manual Jack, Hydraulically operated full open and locking rear door

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
CSGT1008	CS873GT W/ REVERSE PRESSURE ,14K GVWR	\$	48,869.95
CSGT1012	CS1273GT W/ REVERSE PRESSURE ,24K GVWR	\$	59,746.23
CSGT1088	CS870GT W/O REVERSE PRESSURE ,14K GVWR	\$	46,813.80
CSGT1090	CS1270GT W/O REVERSE PRESSURE ,24K GVWR	\$	57,690.08
Non-Required Items/Features			
Water Package			
CSGT4900	WATER PACKAGE (2500 PSI @ 3.5 GPM, 100 GALLON WATER TANK, WASH WAND, DIG WAND, 7 GALLON ANTIFREEZE TANK)	\$	4,578.68
Anti-Static Package			
CSGT4560	ANTI-STATIC PACKAGE	\$	2,038.73
Warranty Options			
CSGTP2	2 YR PARTS WARRANTY	\$	1,341.73
CSGTP3	3 YR PARTS WARRANTY	\$	2,632.20
CSGTPL2	2 YR PARTS & LABOR WARRANTY	\$	2,191.45
CSGTPL3	3 YR PARTS & LABOR WARRANTY	\$	3,979.05

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CV SG Trailer Series

USD

All CV SG Trailer Series Include: 38 HP Kohler EFI Gas Engine, 1000 CFM Vacuum Pump (High - CFM), Baghouse, Hydraulic Pump, Debris tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - high Pressure Water System, 15 Gallon Fuel Tank, Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, Hydraulically operated full open and locking rear door, 30' Suction Hose and Suction Tool, Water Knife and Clean-up wand

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
CVSGT1004	CV573SGT, 9,995 GVWR, 2X100 GAL WTR TANKS	\$	62,927.83
CVSGT1008	CV873SGT, 14K GVWR, 2X150GAL WTR TANKS	\$	70,739.35
CVSGT1012	CV1273SGT, 24K GVWR, 2X200 GAL WTR TANKS	\$	84,630.15
Hose and Tooling Feature			
CVSGT3600	3" HOSE AND TOOLING	\$	688.80
CVSGT3601	4" HOSE AND TOOLING	\$	688.80
Trailer Jack Feature			
CVSGT3510	MANUAL JACK	\$	384.38
CVSGT3520	HYDRAULIC JACK	\$	2,684.48
Non-Required Items/Features			
Strong Arm			
CVSGT4010	STRONG ARM FOR CVSGT TRAILER (Not available on CVSGT1012)	\$	2,591.20
LED Board			
CVSGT4550	3" LED DIRECTIONAL BOARD	\$	1,779.40
In Tank Washout			
CVSGT4205	INTERNAL TANK WASH-OUT 500 GAL	\$	897.90
CVSGT4208	INTERNAL TANK WASH-OUT 800 GAL	\$	930.70
CVSGT4212	INTERNAL TANK WASH-OUT 1200 GAL	\$	962.48
Recirculation Kit			
CVSGT4841	RECIRCULATION KIT	\$	345.43
Warranty Options			
CVSGTP2	2 YR PARTS WARRANTY	\$	1,341.73
CVSGTP3	3 YR PARTS WARRANTY	\$	2,632.20
CVSGTPL2	2 YR PARTS & LABOR WARRANTY	\$	2,191.45
CVSGTPL3	3 YR PARTS & LABOR WARRANTY	\$	3,979.05

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 or an independent third-party alliance supplier, as applicable.

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

CV G Trailer Series**USD**

All CV G Series Include: 27 HP Kohler EFI Gas Engine, 580 CFM Vacuum Pump, Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, 15 Gallon Fuel Tank, Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, Hydraulically operated full open and locking rear door, 30' x 3" Suction Hose and Suction Tool, Water Knife and Clean-up wand

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit		
CVGT1004	CV573GT, 9,995 GVWR, 2X100 GAL WTR TANKS	\$ 54,865.18
CVGT1008	CV873GT, 14K GVWR, 2X150 GAL WTR TANKS	\$ 56,779.88
CVGT1012	CV1273GT, 24K GVWR, 2X200 GAL WTR TANKS	\$ 73,168.60
Trailer Jack Feature		
CVGT3510	MANUAL JACK	\$ 384.38
CVGT3520	HYDRAULIC JACK	\$ 2,684.48
Non-Required Items/Features		
Strong Arm		
CVGT4010	STRONG ARM FOR CVG TRAILER 140	\$ 2,591.20
In Tank Washout		
CVGT4205	INTERNAL TANK WASH-OUT 500 GAL	\$ 897.90
CVGT4208	INTERNAL TANK WASH-OUT 800 GAL	\$ 930.70
CVGT4212	INTERNAL TANK WASH-OUT 1200 GAL	\$ 962.48
Anti-Static Package		
CVGT4560	ANTI-STATIC PACKAGE	\$ 2,038.73
Recirculation Kit		
CVGT4841	RECIRCULATION KIT	\$ 345.43
Warranty Options		
CVGTP2	2 YR PARTS WARRANTY	\$ 1,341.73
CVGTP3	3 YR PARTS WARRANTY	\$ 2,632.20
CVGTPL2	2 YR PARTS & LABOR WARRANTY	\$ 2,191.45
CVGTPL3	3 YR PARTS & LABOR WARRANTY	\$ 3,979.05

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Special paint colors are available. Please contact the order desk with paint specifications for pricing.

EV 150 Trailer Series**USD**

All EV Trailer Series Include: 27 HP Kohler EFI Gas Engine, 580 CFM Vacuum Pump, Baghouse, 150 Gallon Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, 5 Gallon Fuel Tank, 40 Gallon Water Tank, Anti-Freeze Tank, Air Gap, 30' x 3" Suction Hose and Suction Tool, Manual Door with Spin Wheel Lock, Water Knife and Clean-up wand

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit		
EVT1002	EV150GT, 3,500 GVWR, 1X40 GAL WTR TANK	\$ 38,427.48
Non-Required Items/Features		
Flowmaster		
EVT4100	FLOWMASTER	\$ 16,766.76
LED Board		
EVT4550	3" LED DIRECTIONAL BOARD	\$ 1,770.72
Warranty Options		
EVTP2	2 YR PARTS WARRANTY	\$ 1,335.18
EVTP3	3 YR PARTS WARRANTY	\$ 2,619.36
EVTPL2	2 YR PARTS & LABOR WARRANTY	\$ 2,180.76
EVTPL3	3 YR PARTS & LABOR WARRANTY	\$ 3,959.64

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 or an independent third-party alliance supplier, as applicable.

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

LP Mini Trailer Series

USD

All LP Mini Trailer Series Include: 580 CFM Vacuum Pump, Baghouse, Hydraulic Pump, 300 Gallon Debris Tank with Hydraulic Tilt, 3,000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, 30' x 3" Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, 2 x 50 Gallon Water Tanks, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
LPMT1003	LP MINI 373 ,9,995 GVWR, 2X50 GAL WTR TANKS	\$	35,480.70
Engine Feature			
LPMT1111	KOHLER 27 HP EFI GAS ENGINE	\$	19,527.90
LPMT1140	KOHLER 24 HP EFI DIESEL ENGINE	\$	29,030.22
Trailer Jack Feature			
LPMT3510	MANUAL JACK	\$	386.58
LPMT3520	HYDRAULIC JACK	\$	2,697.90
Non-Required Items/Features			
In Tank Washout			
LPMT4200	INTERNAL TANK WASH-OUT 300 GAL	\$	902.70
LED Board			
LPMT4550	3" LED DIRECTIONAL BOARD	\$	1,788.06
Anti-Static Package			
LPMT4560	ANTI-STATIC PACKAGE	\$	2,048.16
Warranty Options			
LPMT2	2 YR PARTS WARRANTY	\$	1,870.68
LPMT3	3 YR PARTS WARRANTY	\$	3,025.32
LPMTPL2	2 YR PARTS & LABOR WARRANTY	\$	3,729.12
LPMTPL3	3 YR PARTS & LABOR WARRANTY	\$	4,619.58

This price sheet supersedes all previously published price sheets. Prices subject to change without notice
Products on this price sheet will be manufactured by Vermeer Corporation, one of its subsidiaries,
or an independent third-party alliance supplier, as applicable.

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

LP SD Trailer Series

USD

All LP SD Trailer Series Include: 49 HP Yanmar Diesel (Tier 4 Final) Engine, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit Without Boom			
LPSDT1004	LP573SDT, 9.995 GVWR, DE-RATED 2X100 GAL WTR TANKS	\$	90,195.04
LPSDT1005	LP573SDT, 12K GVWR, 2X100 GAL WTR TANKS	\$	89,935.48
LPSDT1006	LP573SDT HVY, 14K GVWR, 2X150 GAL WTR TANKS	\$	95,180.24
LPSDT1008	LP873SDT, 14K GVWR, 2X100 GAL WTR TANKS	\$	96,877.68
LPSDT1009	LP873SDT HVY, 20K GVWR, 2X200 GAL WTR TANKS (SHT PACKAGE INCLUDED)	\$	105,588.39
LPSDT1012	LP1273SDT, 24K GVWR, 2X200 GAL WTR TANKS	\$	110,820.79
Base Unit With Boom			
LPSDT1054	LP573SDT W/ BOOM, 9.995 GVWR, DE-RATED (2X100 GAL WTR TANKS)	\$	112,569.73
LPSDT1055	LP573SDT W/ BOOM, 12K GVWR, 2X100 GAL WTR TANKS	\$	112,329.74
LPSDT1056	LP573SDT HVY W/ BOOM, 14K GVWR (2X150 GAL WTR TANKS)	\$	117,553.90
LPSDT1058	LP873SDT W/ BOOM, 14K GVWR, 2X100 GAL WTR TANKS	\$	119,254.43
LPSDT1059	LP873SDT HVY W/ BOOM, 20K GVWR (2X200 GAL WTR TANKS, SHT PACKAGE INCLUDED)	\$	127,962.05
LPSDT1062	LP1273SDT W/ BOOM, 24K GVWR, 2X200 GAL WTR TANKS	\$	133,756.83
Engine Feature			
LPSDT2055	YANMAR 49 HP EFI DIESEL ENGINE (NOT AVAILABLE WITH LPSDT1054, 1055, 1056, 1058, 1059, 1062, 4831)	\$	N/C
LPSDT2140	YANMAR 49 HP EFI DIESEL ENGINE, HOT BOX OR BOOM	\$	1,605.77
Trailer Jack Feature			
LPSDT3510	MANUAL JACK	\$	383.16
LPSDT3520	HYDRAULIC JACK	\$	2,671.82
Hose and Tooling Feature			
LPSDT3600	3" HOSE AND TOOLING	\$	685.98
LPSDT3601	4" HOSE AND TOOLING	\$	685.98
LPSDT3602	4" HOSE AND TOOLING FOR BOOM UNITS	\$	685.98
SHT Feature			
LPSDT4489	NON-SHT TRAILER (NOT AVAILABLE ON LPSDT 1009, 1059, 1012, 1062)	\$	N/C
LPSDT4490	100 GAL WATER TANK SHT PACKAGE (UNDER TANK STORAGE INCLUDES 2X15' SUCTION HOSES WITH CAMLOCK FITTINGS, SUCTION & WATER WANDS NOT AVAILABLE ON LPSDT1006, 1009, 1012, 1056 1059, 1062, 3600)	\$	3,051.89
LPSDT4491	150 GAL WATER TANK SHT PACKAGE (UNDER TANK STORAGE INCLUDES 2X15' SUCTION HOSES WITH CAMLOCK FITTINGS, SUCTION & WATER WANDS NOT AVAILABLE ON LPSDT1004, 1005, 1008, 1009, 1012, 1054, 1055, 1058, 1059, 1062, 3600)	\$	3,112.68
Non-Required Items/Features			
Strong Arm			
LPSDT4010	STRONG ARM FOR LPST TRAILER (Not available on LPSDT 1012, 4100, 4105, or units w/ boom)	\$	2,578.09
Flowmaster			

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

LP SD Trailer Series

USD

All LP SD Trailer Series Include: 49 HP Yanmar Diesel (Tier 4 Final) Engine, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
LPSDT4100	FLOWMASTER FOR 500 GAL TANK (INCLUDES ARM, HEAD, HYDRANT HOSE, DIFFUSER BOX, TOOLS, TOOL BOX-MUST SELECT LPSDT3520. UNAVAILABLE WITH LPSDT1006, 1008, 1009, 1012, 1054, 1055, 1056, 1058, 1059, 1062, 4010, 4490, 4491)	\$	16,765.31
LPSDT4105	FLOWMASTER FOR 800 GAL TANK (INCLUDES ARM, HEAD, HYDRANT HOSE, DIFFUSER BOX, TOOLS, & TOOL BOX-MUST SELECT LPSDT3520. UNAVAILABLE WITH LPSDT1004, 1005, 1006, 1009, 1012, 1054, 1055, 1056, 1058, 1059, 1062, 4010, 4490, 4491)	\$	16,765.31
In Tank Washout			
LPSDT4205	INTERNAL TANK WASH-OUT 500 GAL	\$	894.04
LPSDT4208	INTERNAL TANK WASH-OUT 800 GAL	\$	925.97
LPSDT4212	INTERNAL TANK WASH-OUT 1200 GAL	\$	957.90
LED Board			
LPSDT4550	3" LED DIRECTIONAL BOARD	\$	1,770.57
Anti-Static Package			
LPSDT4560	ANTI-STATIC PACKAGE	\$	2,029.10
Hotbox			
LPSDT4831	DIESEL HOT BOX W/ RECIRCULATION KIT- 172K BTUS	\$	8,610.80
LPSDT4841	RECIRCULATION KIT	\$	342.99
Warranty Options			
LPSDTP2	2 YR PARTS WARRANTY	\$	1,852.97
LPSDTP3	3 YR PARTS WARRANTY	\$	2,996.27
LPSDTPL2	2 YR PARTS & LABOR WARRANTY	\$	3,765.68
LPSDTPL3	3 YR PARTS & LABOR WARRANTY	\$	4,664.87

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Special paint colors are available. Please contact the order desk with paint specifications for pricing.

LP SG Trailer Series

USD

All LP SG Trailer Series Include: 38 HP Kohler EFI Gas Engine, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit Without Boom			
LPSGT1004	LP573SGT, 9.995 GVWR, DE-RATED (2X100 GAL WTR TANKS)	\$	71,823.80
LPSGT1005	LP573SGT, 12K GVWR, 2X100 GAL WTR TANKS	\$	71,563.45
LPSGT1006	LP573SGT HVY, 14K GVWR, 2X150 GAL WTR TANKS	\$	76,707.93
LPSGT1008	LP873SGT, 14K GVWR, 2X100 GAL WTR TANKS	\$	78,481.18
LPSGT1009	LP873SGT HVY ,20K GVWR, 2X200 GAL WTR TANKS (SHT PACKAGE INCLUDED)	\$	85,461.43
LPSGT1012	LP1273SGT,24K GVWR, 2X200 GAL WTR TANKS	\$	98,959.65
Trailer Jack Feature			
LPSGT3510	MANUAL JACK	\$	381.30
LPSGT3520	HYDRAULIC JACK	\$	2,658.85
Hose and Tooling Feature			
LPSGT3600	3" HOSE AND TOOLING	\$	682.65
LPSGT3601	4" HOSE AND TOOLING	\$	682.65
SHT Feature			
LPSGT4489	NON-SHT TRAILER (NOT AVAILABLE ON LPSGT1009, 1012)	\$	N/C
LPSGT4490	100 GAL WATER TANK SHT PACKAGE (UNDER TANK STORAGE INCLUDES 2X15' SUCTION HOSES WITH CAMLOCK FITTINGS, SUCTION & WATER WANDS NOT AVAILABLE ON LPSGT1006, 1009, 1012, 3600)	\$	3,037.08
LPSGT4491	150 GAL WATER TANK SHT PACKAGE (UNDER TANK STORAGE INCLUDES 2X15' SUCTION HOSES WITH CAMLOCK FITTINGS, SUCTION & WATER WANDS NOT AVAILABLE ON LPSGT1004, 1005, 1008, 1009, 1012, 3600)	\$	3,097.57
Non-Required Items/Features			
Strong Arm			
LPSGT4010	STRONG ARM FOR LPSG TRAILER (Not available on LPSGT 1012, 4100, 4105)	\$	2,565.58
In Tank Washout			
LPSGT4205	INTERNAL TANK WASH-OUT 500 GAL	\$	889.70
LPSGT4208	INTERNAL TANK WASH-OUT 800 GAL	\$	921.48
LPSGT4212	INTERNAL TANK WASH-OUT 1200 GAL	\$	953.25
LED Board			
LPSGT4550	3" LED DIRECTIONAL BOARD	\$	1,761.98
Anti-Static Package			
LPSGT4560	ANTI-STATIC PACKAGE	\$	2,019.25
Recirculation Kit			
LPSGT4841	RECIRCULATION KIT	\$	341.33
Warranty Options			

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

LP SG Trailer Series**USD**

All LP SG Trailer Series Include: 38 HP Kohler EFI Gas Engine, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
LPSGTP2	2 YR PARTS WARRANTY	\$ 1,843.98
LPSGTP3	3 YR PARTS WARRANTY	\$ 2,981.73
LPSGTPL2	2 YR PARTS & LABOR WARRANTY	\$ 3,747.40
LPSGTPL3	3 YR PARTS & LABOR WARRANTY	\$ 4,642.23

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LP XD Trailer Series

USD

All LP XD Trailer Series Include: 24 HP Kohler Diesel (Tier 4 Final) Engine, 580 CFM Vacuum Pump, Baghouse, Hydraulic Pump. Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' x 3" Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
LPXDT1004	LP573XDT, 9.995 GVWR, DE-RATED 2X100 GAL WTR TANKS	\$	70,097.68
LPXDT1005	LP573XDT, 12K GVWR, 2X100 GAL WTR TANKS	\$	69,835.03
LPXDT1006	LP573XDT HVY, 14K GVWR, 2X150 GAL WTR TANKS	\$	73,830.40
LPXDT1008	LP873XDT, 14K GVWR, 2X100 GAL WTR TANKS	\$	75,130.26
LPXDT1009	LP873XDT HVY, 20K GVWR, 2X200 GAL WTR TANKS (SHT PACKAGE INCLUDED)	\$	80,224.64
LPXDT1012	LP1273XDT, 24K GVWR, 2X200 GAL WTR TANKS	\$	88,767.46
Trailer Jack Feature			
LPXDT3510	MANUAL JACK	\$	386.25
LPXDT3520	HYDRAULIC JACK	\$	2,697.57
SHT Feature			
LPXDT4489	NON-SHT TRAILER (NOT AVAILBLE ON LPXDT1009, 1012)	\$	N/C
LPXDT4490	100 GAL WATER TANK SHT PACKAGE (UNDER TANK STORAGE INCLUDES 2X15' SUCTION HOSES WITH CAMLOCK FITTINGS, SUCTION & WATER WANDS NOT AVAILABLE ON LPXDT1006, 1009, 1012)	\$	3,082.79
LPXDT4491	150 GAL WATER TANK SHT PACKAGE (UNDER TANK STORAGE INCLUDES 2X15' SUCTION HOSES WITH CAMLOCK FITTINGS, SUCTION & WATER WANDS NOT AVAILABLE ON LPXDT1004, 1005, 1008, 1009, 1012)	\$	3,112.68
Non-Required Items/Features			
Strong Arm			
LPXDT4010	STRONG ARM FOR LPXD TRAILER (Not available on LPXDT 1012, 4101, 4102)	\$	2,603.84
Flowmaster Feature			
LPXDT4101	FLOWMASTER & AUXILIARY HYDRAULICS 500 GAL TANK	\$	21,337.48
LPXDT4102	FLOWMASTER & AUXILIARY HYDRAULICS 800 GAL TANK (INCLUDES ARM, HEAD, HYDRANT HOSE, DIFFUSER BOX, TOOLS, TOOL BOX, & HYDRAULIC PUMP-MUST SELECT LPXDT3520. UNAVAILABLE WITH LPXDT1004, 1005, 1006, 1009, 1012, 4490, 4491)	\$	21,337.48
In Tank Washout			
LPXDT4205	INTERNAL TANK WASH-OUT 500 GAL	\$	902.28
LPXDT4208	INTERNAL TANK WASH-OUT 800 GAL	\$	935.24
LPXDT4212	INTERNAL TANK WASH-OUT 1200 GAL	\$	967.17
LED Board			
LPXDT4550	3" LED DIRECTIONAL BOARD	\$	1,788.08
Anti-Static Package			
LPXDT4560	ANTI-STATIC PACKAGE	\$	2,048.67
Hotbox Options			
LPXDT4831	DIESEL HOT BOX W/ RECIRCULATION KIT- 172K BTUS	\$	8,696.29
LPXDT4841	RECIRCULATION KIT	\$	347.11
Warranty Options			

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

LP XD Trailer Series**USD**

All LP XD Trailer Series Include: 24 HP Kohler Diesel (Tier 4 Final) Engine, 580 CFM Vacuum Pump, Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' x 3" Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>	
LPXDTP2	2 YR PARTS WARRANTY	\$	1,871.51
LPXDTP3	3 YR PARTS WARRANTY	\$	3,026.14
LPXDTP2	2 YR PARTS & LABOR WARRANTY	\$	3,765.68
LPXDTP3	3 YR PARTS & LABOR WARRANTY	\$	4,664.87

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VX50 Series**USD**

All VX50 vacs include 49 hp Kubota Tier 4 Final Diesel Engine, 1025 CFM with 15" of mercury blower, standard reverse flow, 3 stage filtration using cyclonic separator and 2 micron poly filter, full debris tank electronic float shut down and secondary ball float shut off, 5.6 GPM @ 3000 psi water system with auto clutch, cam-over full open external hydraulic door with separate door/tank raise circuit, In Tank Clean Out System, LED trailer lights, insulated lockable engine enclosure and lockable control box, 22 gallon fuel tank, 50' water hose with reel rotary digging lance, 5' vacuum tool and wash wand, two 15' x 4" vacuum hose.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit Without Boom		
VX501004	VX50- 500 GAL W/ 2X50 GAL WATER (9,999 GVWR)	\$ 99,270.15
VX501005	VX50-500 GAL W/ 2X125 GAL WATER (12K GVWR)	\$ 99,810.90
VX501007	VX50-800 GAL W/ 2X125 GAL WATER (16K GVWR)	\$ 112,000.35
VX501008	VX50-800 GAL W/ 2X205 GAL WATER (18K GVWR)	\$ 112,525.35
Base Unit with Boom		
VX501055	VX50-500 GAL BOOM W/ 2X125 GAL WATER (14K GVWR)	\$ 104,762.32
VX501058	VX50-800 GAL BOOM W/2X205 GAL WATER (20K GVWR)	\$ 114,553.92
VX501062	VX50-1200 GAL BOOM W/2X205 GAL WATER (26K GVWR)	\$ 126,010.56
Boom Options		
VX502040	VX50 BOOM -4" HYD. ROTATION Only available with VX501055, -1058, -1062)	\$ 20,791.68
VX502030	VX50 BOOM -4" MAN ROTATION	\$ 15,023.84
Trailer Jack Options		
VX503510	VX50 STD MANUAL JACK	\$ 198.64
VX503520	VX50 HYD JACK BOOM MACHINE	\$ 2,965.04
VX503525	VX50 NON-BOOM JACK HYD	\$ 2,965.04
VX503530	VX50 2 SPD JACK	\$ 1,052.48
Non-Required Items/Features		
Optional Item/Features		
VX502020	VX50 STRONG ARM	\$ 2,387.84
VX503549	VX50 CRANKCASE HEATER	\$ 1,113.84
VX504000	VX50 AIR BRAKE 24K FOR TRAILER (NOT AVAILBALE WITH VX501062)	\$ 11,804.00
VX504010	VX50 SURGE BRAKES 7 TO 14K	\$ 2,622.88
VX504150	ASSEMBLY QUICK FILL,50 GAL WATER TANK	\$ 267.28
VX504151	QUICK FILL,125GAL WATER TANK	\$ 287.04
VX504152	VX50 QUICK FILL 205 GAL	\$ 272.48
VX504175	VX50 6 IN. DRAIN VALVE CAP ASSY.	\$ 287.04
VX504550	VX50 ARROW BOARD NON-BOOM	\$ 1,944.80
VX504555	VX50 ARROW BOARD VX BOOM	\$ 1,952.08
VX504831	VX50 HOTBOX 300K BTU	\$ 8,551.92
VX504836	VX50 BLOCK HEATER	\$ 102.96
VX504841	VX50 500 GAL WATER RECIRCULATION	\$ 287.04
VX504842	VX50 800 GAL WATER RECIRCULATION	\$ 361.92
VX504853	VX50 1200 GAL WATER RECIRCULATION	\$ 361.92
Extended Warranty Options		
VX50P02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (VX50)	\$ 1,944.80

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

VX50 Series**USD**

All VX50 vacs include 49 hp Kubota Tier 4 Final Diesel Engine, 1025 CFM with 15" of mercury blower, standard reverse flow, 3 stage filtration using cyclonic separator and 2 micron poly filter, full debris tank electronic float shut down and secondary ball float shut off, 5.6 GPM @ 3000 psi water system with auto clutch, cam-over full open external hydraulic door with separate door/tank raise circuit, In Tank Clean Out System, LED trailer lights, insulated lockable engine enclosure and lockable control box, 22 gallon fuel tank, 50' water hose with reel rotary digging lance, 5' vacuum tool and wash wand, two 15' x 4" vacuum hose.

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
VX50P03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (VX50)	\$	3,589.04
VX50PL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (VX50)	\$	3,234.40
VX50PL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (VX50)	\$	4,573.92

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Special paint colors are available. Please contact the order desk with paint specifications for pricing.

VX75**USD**

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All VX75 vacuum excavators are powered by a 74 HP Deutz Tier 4 Final diesel engine, and are equipped with a reverse flow 1200 CFM blower system capable of 15 inHg vacuum, a 3-stage filtration system using a cyclonic separator and a 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5' vacuum tool, and three 10' X 4" vacuum hoses. Water system includes a 8.0 GPM @ 3000 PSI water pump with an auto-clutch, 50' water hose with reel, rotary digging lance, in-tank cleanout system, and a wash wand. The spoil tank is equipped with a patented cam-over, full-open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. The trailer units include LED trailer lights. All VX75 and ECO75 units include a 22-gallon diesel fuel tank and are capable of being equipped with a 4" or 5" hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit		
VX751055	VX75-500 GAL W/ 2X125 WATER BOOM (14K GVWR)	\$ 121,956.12
VX751058	VX75-800 GAL W/ 2X205 GAL WATER BOOM (20K GVWR)	\$ 136,152.61
VX751062	VX75-1200 GAL W/ 2X205 GAL WATER BOOM (26K GVWR)	\$ 154,218.81
Boom Options		
VX752040	VX75 4IN BOOM W/ HYD ROT	\$ 20,003.63
VX752050	VX75 5IN BOOM W/ HYD ROT	\$ 25,527.52
VX752060	VX75 BOOM CAP	\$ 160.68
Trailer Jack Features		
VX753510	VX75 MANUAL JACK	\$ 191.58
VX753520	VX75 HYD JACK	\$ 2,852.07
VX753530	VX75 MANUAL 2 SPD JACK	\$ 1,012.49
Hydraulic Features		
VX754120	VX75 AUX. HYDRAULICS 8 GPM AT 2K PSI	\$ 7,814.61
VX754140	VX75 STD. HYD. 4.5 GPM AT 3K PSI	\$ N/C
Non-Required Items/Features		
Optional Item/Features		
VX754000	VX75 AIR BRAKE 24K FOR TRAILER (NOT AVAILBALE WITH VX751062)	\$ 11,356.78
VX754131	VX75 BLOCK HEATER	\$ 98.88
VX754151	VX75 QUICK FILL 125 GAL	\$ 276.04
VX754152	VX75 QUICK FILL 205 GAL	\$ 216.30
VX754175	VX75 6 IN. DRAIN VALVE CAP ASSY.	\$ 276.04
VX754550	VX75 DIRECTIONAL LIGHT BAR (ARROW BOARD)	\$ 1,878.72
VX754831	VX75 300K BTU HOT BOX	\$ 9,062.97
VX754841	VX75 500 GAL WATER RECIRCULATION	\$ 310.03
VX754842	VX75 800 GAL WATER RECIRCULATION	\$ 336.81
VX754853	ASSEMBLY, RECIRC KIT, VX75-1200	\$ 364.62
VX755600	VX75 1 PC - 5 FT. (ONE-MAN) 4-NOZZLE DIG TOOL	\$ 967.17
Extended Warranty		
VX75P02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (VX75)	\$ 1,871.51
VX75P03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (VX75)	\$ 3,453.59
VX75PL2	2 YR PARTS AND LABOR WARRABASE COV NO MNT (VX75)	\$ 3,203.30
VX75PL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (VX75)	\$ 4,529.94

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

VX75

USD

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All VX75 vacuum excavators are powered by a 74 HP Deutz Tier 4 Final diesel engine, and are equipped with a reverse flow 1200 CFM blower system capable of 15 inHg vacuum, a 3-stage filtration system using a cyclonic separator and a 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5' vacuum tool, and three 10' X 4" vacuum hoses. Water system includes a 8.0 GPM @ 3000 PSI water pump with an auto-clutch, 50' water hose with reel, rotary digging lance, in-tank cleanout system, and a wash wand. The spoil tank is equipped with a patented cam-over, full-open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. The trailer units include LED trailer lights. All VX75 and ECO75 units include a 22-gallon diesel fuel tank and are capable of being equipped with a 4" or 5" hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Language Package/Decal Features			
Language Manual Kit Options			
VX75FR2	VX75 FRENCH MANUALS-REV 2ND ED-S/N 101-	\$	125.00

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VX75 Air/Water Combo**USD**

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All VX75 vacs include 74 hp Tier 4 Final Diesel Engine, 1200 CFM with 15" of mercury blower, standard reverse flow HD, 3 stage filtration using cyclonic separator and 2 micron poly filter, full debris tank electronic float shut down and secondary ball float shut off, 8.0 GPM @ 3000 psi water system with auto clutch, 185 CFM @ 100 PSI rotary air compressor, cam-over full open external hydraulic door with separate door/tank raise circuit, In Tank Clean Out System, LED trailer lights, insulated lockable engine enclosure and lockable control box, 22 gallon fuel tank, 50' water hose with reel rotary digging lance, 5' vacuum tool and wash wand, three 10' x 4" vacuum hose.

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
VX75A1055	VX75-500 GAL W/ 2X125 GAL WAT A/W BOOM (14K GVWR)	\$	146,464.24
VX75A1058	VX75-800 GAL W/ 2X205 GAL WAT A/W BOOM (18K GVWR)	\$	160,929.60
VX75A1062	VX75-1200 GAL W/ 2X205 GAL WAT A/W BOOM (26K GVWR)	\$	171,534.48
Boom Options			
VX75A2040	VX75 4IN BOOM HYD ROTATION	\$	20,197.84
VX75A2050	VX75 5IN BOOM HYD ROTATION	\$	25,775.36
VX75A5300	VX75 BOOM CAP	\$	162.24
Trailer Jack Features			
VX75A3510	VX75 MANUAL JACK	\$	193.44
VX75A3520	VX75 HYD JACK	\$	2,879.76
VX75A3530	VX75 MANUAL 2-SPD JACK	\$	1,022.32
Hydraulic Features			
VX75A4120	VX75 AUX. HYD 8 GPM AT 2K PSI	\$	7,890.48
VX75A4140	VX75 AIR STD. HYD. 4.5 GPM AT 3K PSI	\$	N/C
Non-Required Items/Features			
Optional Item/Features			
VX75A4000	VX75 AIR BRAKE 24K FOR TRAILER (NOT AVAILABLE WITH VX75A1062)	\$	11,467.04
VX75A4131	VX75 BLOCK HEATER	\$	99.84
VX75A4154	VX75 QUICK FILL 205 GAL	\$	218.40
VX75A4175	VX75 6 IN. DRAIN VALVE CAP ASSY.	\$	278.72
VX75A4550	VX75 DIRECTIONAL LIGHT BAR (ARROW BOARD)	\$	1,896.96
VX75A4831	VX75 300K BTU HOT BOX	\$	9,150.96
VX75A4832	VX75 QUICK FILL 125 GAL	\$	278.72
VX75A4841	VX75 500 GAL WATER RECIRCULATION	\$	313.04
VX75A4842	VX75 800 GAL WATER RECIRCULATION	\$	340.08
VX75A4853	VX75 1200 GAL WATER RECIRCULATION	\$	410.80
VX75A5600	VX75 1 PC - 5 FT. (ONE-MAN) 4-NOZZLE DIG TOOL	\$	976.56
Extended Warranty			
VX75AP02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (VX75A)	\$	1,889.68
VX75AP03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (VX75A)	\$	3,487.12
VX75APL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (VX75A)	\$	3,234.40

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

VX75 Air/Water Combo

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USD

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All VX75 vacs include 74 hp Tier 4 Final Diesel Engine, 1200 CFM with 15" of mercury blower, standard reverse flow HD, 3 stage filtration using cyclonic separator and 2 micron poly filter, full debris tank electronic float shut down and secondary ball float shut off, 8.0 GPM @ 3000 psi water system with auto clutch, 185 CFM @ 100 PSI rotary air compressor, cam-over full open external hydraulic door with separate door/tank raise circuit, In Tank Clean Out System, LED trailer lights, insulated lockable engine enclosure and lockable control box, 22 gallon fuel tank, 50' water hose with reel rotary digging lance, 5' vacuum tool and wash wand, three 10' x 4" vacuum hose.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
VX75APL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (VX75A)	\$ 4,573.92

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VX75 Jetter Combo**USD**

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All VX75 Jetter vacuum excavators are powered by a 74 HP Deutz Tier 4 Final diesel engine, and are equipped with a reverse flow 1200 CFM blower system capable of 15 inHg vacuum, a 3-stage filtration system using a cyclonic separator and a 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5' vacuum tool, and three 10' X 4" vacuum hoses. The water system includes a 18.0 GPM - 2000 PSI water pump with an auto-clutch, 500' x 1/2" Jetter hose and reel with one lead section and one standard nozzle. The spoil tank is equipped with a patented cam-over, full-open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. The trailer includes LED trailer lights. All VX75 units include a 22-gallon diesel fuel tank and are capable of being equipped with a 4" or 5" hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>	
Required Items/Features			
Base Unit			
VX75J1055	VX75-500 JETTER W/ 2X125 GAL WATER (14K GVWR)	\$	158,542.75
VX75J1058	VX75-800 JETTER W/ 2X205 GAL WATER (18K GVWR)	\$	172,751.60
VX75J1062	VX75-1200 JETTER W/ 2X205 GAL WATER (26K GVWR)	\$	191,645.92
Boom Options			
VX75J2040	VX75 4IN HYD ROT	\$	20,003.63
VX75J2050	VX75 5IN BOOM HYD ROT	\$	25,527.52
VX75J2060	VX75 BOOM CAP	\$	160.68
Trailer Jack Features			
VX75J3510	VX75 MANUAL JACK	\$	191.58
VX75J3520	VX75 HYD JACK	\$	2,852.07
VX75J3530	VX75 MANUAL 2 SPD JACK	\$	1,012.49
Hydraulic Features			
VX75J4120	VX75 AUX. HYDRAULICS 8 GPM AT 2K PSI	\$	7,814.61
VX75J4140	VX75 STD. HYD. 4.5 GPM AT 3K PSI	\$	N/C
Non-Required Items/Features			
Optional Item/Features			
VX75J4000	VX75 AIR BRAKE 24K FOR TRAILER (NOT AVAILABLE WITH VX75J1062)	\$	11,356.78
VX75J4131	VX75 BLOCK HEATER	\$	98.88
VX75J4151	VX75 QUICK FILL 125 GAL	\$	276.04
VX75J4152	VX75 QUICK FILL 205 GAL	\$	216.30
VX75J4175	VX75 6 IN. DRAIN VALVE CAP ASSY.	\$	276.04
VX75J4550	VX75 DIRECTIONAL LIGHT BAR (ARROW BOARD)	\$	1,878.72
VX75J4831	VX75 300K BTU HOT BOX	\$	9,062.97
VX75J4841	VX75 500 GAL WATER RECIRCULATION	\$	310.03
VX75J4842	VX75 800 GAL WATER RECIRCULATION	\$	336.81
VX75J4853	VX75 1200 GAL WATER RECIRCULATION	\$	406.85
VX75J5600	VX75 1 PC - 5 FT. (ONE-MAN) 4-NOZZLE DIG TOOL	\$	967.17
Extended Warranty			
VX75JP02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (VX75J)	\$	1,871.51
VX75JP03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (VX75J)	\$	3,453.59
VX75JPL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (VX75J)	\$	3,203.30

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

VX75 Jetter Combo

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USD

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All VX75 Jetter vacuum excavators are powered by a 74 HP Deutz Tier 4 Final diesel engine, and are equipped with a reverse flow 1200 CFM blower system capable of 15 inHg vacuum, a 3-stage filtration system using a cyclonic separator and a 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5' vacuum tool, and three 10' X 4" vacuum hoses. The water system includes a 18.0 GPM - 2000 PSI water pump with an auto-clutch, 500' x 1/2" Jetter hose and reel with one lead section and one standard nozzle. The spoil tank is equipped with a patented cam-over, full-open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. The trailer includes LED trailer lights. All VX75 units include a 22-gallon diesel fuel tank and are capable of being equipped with a 4" or 5" hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
VX75JPL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (VX75J)	\$ 4,529.94

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CS Skid Series

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USD

All CS Skid Series include: 27 HP Kohler EFI Gas Engine, 580 CFM Vacuum Pump, Baghouse, Debris Tank with Hydraulic Tilt, 15 gallon Fuel Tank, 30' x 3" Suction Hose and Suction Tool, Polymer liner on bottom half of tank for easy dumping and cleanout, Hydraulically operated full open and locking rear door

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
CSGS1008	CS873G SKID W/ REVERSE PRESSURE	\$	44,414.28
CSGS1088	CS870G SKID W/O REVERSE PRESSURE	\$	42,359.15
Non-Required Items/Features			
Anti-Static Feature			
CSGS4560	ANTI-STATIC PACKAGE	\$	2,038.73
Warranty Options			
CSGSP2	2 YR PARTS WARRANTY	\$	1,341.73
CSGSP3	3 YR PARTS WARRANTY	\$	2,632.20
CSGSPL2	2 YR PARTS & LABOR WARRANTY	\$	2,191.45
CSGSPL3	3 YR PARTS & LABOR WARRANTY	\$	3,979.05

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CV SG Skid Series

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USD

All CV SG Skid Series Include: 38 HP Kohler EFI Gas Engine, 1000 CFM Vacuum Pump (High - CFM), Baghouse, Hydraulic Pump, Debris tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - high Pressure Water System, 15 Gallon Fuel Tank, Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, Hydraulically operated full open and locking rear door, 30' Suction Hose and Suction Tool, Water Knife and Clean-up wand

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
CVSGS1008	CV873SG SKID, 2X150 GAL WTR TANKS	\$	69,189.55
Hose and Tooling Feature			
CVSGS3600	3" HOSE AND TOOLING	\$	688.80
CVSGS3601	4" HOSE AND TOOLING	\$	688.80
Non-Required Items/Features			
In Tank Washout			
CVSGS4208	INTERNAL TANK WASH-OUT 800 GAL	\$	930.70
LED Board			
CVSGS4550	3" LED DIRECTIONAL BOARD	\$	1,779.40
Anti-Static Feature			
CVSGS4560	ANTI-STATIC PACKAGE	\$	2,038.73
Recirculation Kit			
CVSGS4841	RECIRCULATION KIT	\$	345.43
Warranty Options			
CVSGSP2	2 YR PARTS WARRANTY	\$	1,341.73
CVSGSP3	3 YR PARTS WARRANTY	\$	2,632.20
CVSGSPL2	2 YR PARTS & LABOR WARRANTY	\$	2,191.45
CVSGSPL3	3 YR PARTS & LABOR WARRANTY	\$	3,979.05

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EV 150 Skid Series**USD**

All EV Skid Series Include: 27 HP Kohler EFI Gas Engine, 580 CFM Vacuum Pump, Baghouse, 150 Gallon Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, 5 Gallon Fuel Tank, 40 Gallon Water Tank, Anti-Freeze Tank, Air Gap, 30' x 3" Suction Hose and Suction Tool, Manual Door with Spin Wheel Lock, Water Knife and Clean-up wand

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit		
EV1002	EV150G SKID, 1X40 GAL WTR TANK	\$ 34,240.38
Non-Required Items/Features		
LED Board		
EV4550	3" LED DIRECTIONAL BOARD	\$ 1,770.72
Warranty Options		
EVSP2	2 YR PARTS WARRANTY	\$ 1,335.18
EVSP3	3 YR PARTS WARRANTY	\$ 2,619.36
EVSP2	2 YR PARTS & LABOR WARRANTY	\$ 2,180.76
EVSP3	3 YR PARTS & LABOR WARRANTY	\$ 3,959.64

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LP SD Skid Series

USD

All LP SD Skid Series Include: 49 HP Yanmar Diesel (Tier 4 Final) Engine, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
LPSDS1009	LP873SD SKID, 2X200 GAL WTR TANKS	\$	92,049.04
Base with Boom Unit			
LPSDS1059	LP873SD SKID W/ BOOM, 2X200 GAL WTR TANKS	\$	116,028.47
Hose and Tooling Feature			
LPSDS3600	3" HOSE AND TOOLING	\$	685.98
LPSDS3601	4" HOSE AND TOOLING	\$	685.98
LPSDS3602	4" HOSE AND TOOLING FOR BOOM UNITS	\$	685.98
Non-Required Items/Features			
In Tank Washout			
LPSDS4208	INTERNAL TANK WASH-OUT 800 GAL	\$	925.97
LED Board			
LPSDS4550	3" LED DIRECTIONAL BOARD	\$	1,770.57
Anti-Static Package			
LPSDS4560	ANTI-STATIC PACKAGE	\$	2,029.10
Recirculation Kit			
LPSDS4841	RECIRCULATION KIT	\$	342.99
Warranty Options			
LPSDSP2	2 YR PARTS WARRANTY	\$	1,852.97
LPSDSP3	3 YR PARTS WARRANTY	\$	2,996.27
LPSDSPL2	2 YR PARTS & LABOR WARRANTY	\$	3,765.68
LPSDSPL3	3 YR PARTS & LABOR WARRANTY	\$	4,664.87

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ECO25-100**USD**

All ECO25-100G vacs include 3 stage filtration using cyclonic separator and 2 micron washable poly filter, full debris tank electronic float shut down, 14 gallon fuel tank, 4" gate valve drain only, 5' vacuum tool. (Note: ECO25-100G has manual rear door)

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
	Base Unit		
ECO251001	ECO25-100 GALLON SPOIL, W/ 50 GAL WATER TANK	\$	27,841.93
Non-Required Items/Features			
	Optional Items/Features		
ECO255680	ECO25-100 W/ SPOIL CHUTE	\$	596.37
	Extended Warranty Options		
ECO25P02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO25)	\$	1,400.80
ECO25P03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO25)	\$	2,098.11
ECO25PL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO25)	\$	2,799.54
ECO25PL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO25)	\$	3,882.07

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Special paint colors are available. Please contact the order desk with paint specifications for pricing.

ECO50**USD**

All ECO50 vacuum excavators are powered by a 49 HP Kubota Tier 4 Final diesel engine, and are equipped with a reverse flow 1025 CFM blower system capable of 15 inHg vacuum, with standard reverse flow, a 3 stage filtration system using a cyclonic separator and a 2 micron washable poly filter, a full-spoil tank electronic float shutdown with a secondary manual ball float shut off. The water system includes a 5.6 GPM at 3000 PSI water pump with an auto-clutch, 50 FT. water hose with reel, rotary digging lance, along with two 15 FT. x 4 IN. vacuum hose, also included is an in-tank cleanout system, and a wash wand. The spoil tank is equipped with a patented cam over, full open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. All ECO50 units include a 22 GAL. diesel fuel tank and is capable of being equipped with a 4 IN. or 5 IN. hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>	
Required Items/Features			
Base Unit without Boom			
ECO501005	ECO50-500 GAL W/2X125 GAL	\$	85,381.80
ECO501008	ECO50-800 GAL W/2X205 GAL	\$	94,065.30
Base Unit with Boom			
ECO501055	ECO50-500 GAL BOOM W/2X125 GAL	\$	94,872.96
ECO501058	EC50-800 GAL BOOM W/2X205 GAL	\$	102,616.80
Boom Options			
Only available on ECO501055, -1058			
ECO502030	ECO50 BOOM -4" MAN ROTATION	\$	14,594.32
ECO502040	ECO50 BOOM -4" HYD ROTATION	\$	20,197.84
Non-Required Items/Features			
Optional Items/Features			
ECO502020	ECO50 STRONG ARM	\$	2,320.24
ECO504130	ECO50 CRANKCASE HEATER	\$	1,081.60
ECO504131	ECO50 BLOCK HEATER	\$	99.84
ECO504153	ECO50 QUICK FILL 125 GAL	\$	278.72
ECO504154	ECO50 QUICK FILL 205 GAL	\$	265.20
ECO504175	ECO50 6 IN. DRAIN VALVE CAP ASSY.	\$	278.72
ECO504550	ECO50 ARROW BOARD VX BOOM	\$	1,896.96
ECO504555	ECO50 ARROW BOARD NON-BOOM	\$	1,889.68
ECO504831	ECO50 HOTBOX	\$	8,307.52
ECO504841	ECO50 WATER RECIRCULATION KIT 500 GAL	\$	313.04
ECO504842	ECO50 WATER RECIRCULATION KIT 800 GAL	\$	351.52
Extended Warranty Options			
ECO50P02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO50)	\$	1,889.68
ECO50P03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO50)	\$	3,487.12
ECO50PL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO50)	\$	3,234.40
ECO50PL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO50)	\$	4,573.92

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Special paint colors are available. Please contact the order desk with paint specifications for pricing.

ECO75**USD**

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All ECO75 vacuum excavators are powered by a 74 HP Deutz Tier 4 Final diesel engine, and are equipped with a reverse flow 1200 CFM blower system capable of 15 inHg vacuum, a 3 stage filtration system using a cyclonic separator and a 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5 ft. vacuum tool, and three 10 ft. X 4 in. vacuum hoses. Water system includes a 8.0 GPM at 3000 PSI water pump with an auto-clutch, 50 ft. water hose with reel, rotary digging lance, in tank cleanout system, and a wash wand. The spoil tank is equipped with a patented cam over, full open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. All ECO75 units include a 22 gal. diesel fuel tank and are capable of being equipped with a 4 in. or 5 in. hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit		
ECO751055	ECO75-500 BASE W/ 2X125 GAL WATER	\$ 116,406.48
ECO751058	ECO75-800 BASE W/2X205 GAL WATER	\$ 120,986.89
ECO751062	ECO75-1200 BASE W/2X205 GAL WATER	\$ 128,731.46
Boom Options		
ECO752040	ECO75 4" BOOM HYD. ROT	\$ 20,003.63
ECO752050	ECO75 5" BOOM HYD. ROTATION	\$ 25,527.52
ECO755300	ECO75 BOOM CAP	\$ 160.68
Hydraulic Feature		
ECO754120	ECO75 AUX. HYDRAULICS 8 GPM AT 2K PSI	\$ 7,814.61
ECO754140	ECO75 STD. HYD. 4.5 GPM AT 3K PSI	\$ N/C
Non-Required Items/Features		
Additional Options		
ECO754131	ECO75 VACUUM OPTION BLOCK HEATER	\$ 98.88
ECO754153	ECO75 QUICK FILL 125 GAL	\$ 276.04
ECO754154	ECO75 QUICK FILL 205 GAL	\$ 262.65
ECO754175	ECO75 6 IN. DRAIN VALVE CAP ASSY.	\$ 276.04
ECO754550	ECO75 DIRECTIONAL LIGHT BAR (ARROW BOARD)	\$ 1,878.72
ECO754831	ECO75 300K BTU DYNABLAST HOT BOX	\$ 9,062.97
ECO754841	ECO75 500 GAL WATER RECIRCULATION	\$ 310.03
ECO754842	ECO75 800 GAL WATER RECIRCULATION	\$ 336.81
ECO754843	ECO75 1200 GAL WATER RECIRCULATION	\$ 406.85
ECO755340	ECO75 BUILD FLAT DECK AND MOUNT UNIT	\$ 12,247.73
ECO755350	ECO75 MOUNT TO EXISTING FLAT BED	\$ 2,375.18
ECO755500	ECO75 FORD F750, 18X18X36 TOOLBOX	\$ 221.45
ECO755510	ECO75 FORD F750,18X18X48 TOOLBOX	\$ 871.38
ECO755600	ECO75 1 PIECE-5 FT (ONE MAN) 4 NOZZLE DIGGING TOOL	\$ 967.17
Extended Warranty Options		
ECO75P02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO75)	\$ 1,871.51
ECO75P03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO75)	\$ 3,453.59
ECO75PL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO75)	\$ 3,203.30
ECO75PL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO75)	\$ 4,529.94

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

ECO75

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USD

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All ECO75 vacuum excavators are powered by a 74 HP Deutz Tier 4 Final diesel engine, and are equipped with a reverse flow 1200 CFM blower system capable of 15 inHg vacuum, a 3 stage filtration system using a cyclonic separator and a 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5 ft. vacuum tool, and three 10 ft. X 4 in. vacuum hoses. Water system includes a 8.0 GPM at 3000 PSI water pump with an auto-clutch, 50 ft. water hose with reel, rotary digging lance, in tank cleanout system, and a wash wand. The spoil tank is equipped with a patented cam over, full open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. All ECO75 units include a 22 gal. diesel fuel tank and are capable of being equipped with a 4 in. or 5 in. hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Language Package/Decal Features		
Language Manual Kit Options		
ECO75FR2	ECO75 FRENCH MANUALS-REV 2ND ED-S/N 101-	\$ 125.00

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ECO75 Air/Water Combo**USD**

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All ECO75 vacuum excavators are powered by a 74 HP Deutz Tier 4 Final Diesel Engine and are equipped with a reverse flow 1200 CFM blower capable of 15 inHg vacuum, a 3-stage filtration using a cyclonic separator and 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5' vacuum tool, and three 10' X 4" vacuum hoses. Water system includes a 8.0 GPM - 3000 PSI water pump with an auto-clutch, 50' water hose with reel, rotary digging lance, in-tank cleanout system, and a wash wand. The air/water machine comes with a 185 CFM @ 100 psi rotary air compressor for pneumatic excavation. The spoil tank is equipped with a patented cam-over, full-open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. All ECO75 units include a 22-gallon diesel fuel tank and are capable of being equipped with a 4" or 5" hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit		
ECO75A1055	ECO75-500 BASE W/ 2X125 GAL WATER	\$ 134,025.84
ECO75A1058	ECO75-800 BASE W/2X205 GAL WATER	\$ 142,096.24
ECO75A1062	ECO75-1200 BASE W/2X205 GAL WATER	\$ 155,232.48
Boom Options		
ECO75A2040	ECO75 4" BOOM HYD. ROTATION	\$ 20,197.84
ECO75A2050	ECO75 5" BOOM HYD ROTATION	\$ 25,775.36
ECO75A5300	ECO75-500 BOOM CAP	\$ 162.24
Hydraulic Features		
ECO75A4120	ECO75 AUX. HYDRAULICS 8 GPM AT 2K PSI	\$ 7,890.48
ECO75A4140	ECO75 STD. HYD. 4.5 GPM AT 3K PSI	\$ N/C
Non-Required Items/Features		
Additional Options		
ECO75A4131	ECO75 VACUUM OPTION BLOCK HEATER	\$ 99.84
ECO75A4153	ECO75 QUICK FILL 125 GAL	\$ 278.72
ECO75A4154	ECO75 QUICK FILL 205 GAL	\$ 265.20
ECO75A4175	ECO75 6 IN. DRAIN VALVE CAP ASSY.	\$ 278.72
ECO75A4550	ECO75 DIRECTIONAL LIGHT BAR (ARROW BOARD)	\$ 1,896.96
ECO75A4831	ECO75 300K BTU DYNABLAST HOT BOX	\$ 9,150.96
ECO75A4841	ECO75 500 GAL WATER RECIRCULATION	\$ 313.04
ECO75A4842	ECO75 800 GAL WATER RECIRCULATION	\$ 340.08
ECO75A4843	ECO75 1200 GAL WATER RECIRCULATION	\$ 410.80
ECO75A5340	ECO75 BUILD FLAT DECK AND MOUNT UNIT	\$ 12,366.64
ECO75A5350	ECO75 MOUNT TO EXISTING FLAT BED	\$ 2,398.24
ECO75A5500	ECO75 FORD F750, 18X18X36 TOOLBOX	\$ 1,896.96
ECO75A5510	ECO75 FORD F750,18X18X48 TOOLBOX	\$ 223.60
ECO75A5600	ECO75 1 PIECE-5 FT (ONE MAN) 4 NOZZLE DIGGING TOOL	\$ 976.56
Extended Warranty Options		
ECO75AP02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO75A)	\$ 2,613.52
ECO75AP03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO75A)	\$ 4,503.20
ECO75APL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO75A)	\$ 4,150.64

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

ECO75 Air/Water Combo

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USD

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All ECO75 vacuum excavators are powered by a 74 HP Deutz Tier 4 Final Diesel Engine and are equipped with a reverse flow 1200 CFM blower capable of 15 inHg vacuum, a 3-stage filtration using a cyclonic separator and 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5' vacuum tool, and three 10' X 4" vacuum hoses. Water system includes a 8.0 GPM - 3000 PSI water pump with an auto-clutch, 50' water hose with reel, rotary digging lance, in-tank cleanout system, and a wash wand. The air/water machine comes with a 185 CFM @ 100 psi rotary air compressor for pneumatic excavation. The spoil tank is equipped with a patented cam-over, full-open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. All ECO75 units include a 22-gallon diesel fuel tank and are capable of being equipped with a 4" or 5" hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
ECO75APL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO75A)	\$ 5,375.76

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Special paint colors are available. Please contact the order desk with paint specifications for pricing.

ECO75 Jetter Combo**USD**

This model is no longer available for order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All ECO75 Jetter vacuum excavators are powered by a 74 HP Deutz Tier 4 Final diesel engine, and are equipped with a reverse flow 1200 CFM blower system capable of 15 inHg vacuum, a 3-stage filtration system using a cyclonic separator and a 2 micron washable poly filter, a full-spoil-tank electronic float shutdown with a secondary manual ball float shut off, 5' vacuum tool, and three 10' X 4" vacuum hoses. The water system includes a 18.0 GPM - 2000 PSI water pump with an auto-clutch, 500' x 1/2" Jetter hose and reel with one lead section and one standard nozzle. The spoil tank is equipped with a patented cam-over, full-open external hydraulic door with separate hydraulic circuits for door raise and tank raise. The engine enclosure is insulated and lockable and includes a lockable control box. All ECO75 units include a 22 gal. diesel fuel tank and are capable of being equipped with a 4 in. or 5 in. hydraulic boom.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>	
Required Items/Features			
Base Unit			
ECO75J1055	ECO75-500 JETTER W/2X125 WATER, 18 GPM PUMP	\$	136,328.74
ECO75J1058	ECO75-800 JETTER 2X205 WATER 18 GPM PUMP	\$	150,258.46
Boom Options			
ECO75J2040	ECO75 4in BOOM HYD ROT	\$	20,003.63
ECO75J2050	ECO75 5in BOOM HYD ROT	\$	25,527.52
ECO75J2060	ECO75 BOOM CAP	\$	160.68
Hydraulic Features			
ECO75J4120	ECO75 AUX HYDRAULICS 8 GPM AT 2K PSI	\$	7,814.61
ECO75J4140	ECO75 STD HYD 4.5 GPM AT 3K PSI	\$	N/C
Non-Required Items/Features			
Optional Item/Features			
ECO75J4131	ECO75 BLOCK HEATER	\$	98.88
ECO75J4151	ECO75 QUICK FILL 125 GAL	\$	276.04
ECO75J4154	ECO75 QUICK FILL 205 GAL	\$	216.30
ECO75J4175	ECO75 6 IN DRAIN VALVE CAP ASSY	\$	276.04
ECO75J4550	ECO75 DIRECTIONAL LIGHT BAR (ARROOW BOARD)	\$	1,878.72
ECO75J4831	ECP75 300K BTU HOT BOX	\$	9,062.97
ECO75J4841	ECO75 500 GAL WATER RECIRCULATION	\$	310.03
ECO75J4842	ECO75 800 GAL WATER RECIRCULATION	\$	336.81
ECO75J5340	ECO75 BUILD FLAT DECK AND MOUNT UNIT	\$	12,247.73
ECO75J5500	ECO75 FORD F750, 18X18X36 TOOLBOX	\$	1,081.50
ECO75J5510	ECO75 FORD F750, 18X18X48 TOOLBOX	\$	1,297.80
ECO75J5600	ECO75 1 PC - 5 FT (ONE-MAN) 4-NOZZLE DIG TOOL	\$	967.17
Extended Warranty Options			
ECO75JP02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO75J)	\$	1,871.51
ECO75JP03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO75J)	\$	3,453.59
ECO75JPL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO75J)	\$	3,203.30
ECO75JPL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO75J)	\$	4,529.94

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ECO75 Mega Vac Series**USD**

This model is no longer available to order - to be used for dealer pricing only. Contact your Vermeer MV Solutions Regional Sales Manager for details.

All tanks include 3 stage filtration using a cyclonic separator and 2 micron washable poly filter, patented cam-over full open external hydraulic door with separate door/tank raise circuit, In Tank Clean Out System, secondary ball float shut off, 50' water hose with reel, rotary digging lance, 5' vacuum tool and wash wand, 3-10"x4" hoses with tube storage and ladder. Single skid design. Call factory for weight and dimensions.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Power Pack Options		
ECO75M5000	ECO75 MEGA STANDARD POWER PACK	\$ 80,334.85
ECO75M5010	ECO75 MEGA DEEP VAC POWER PACK	\$ 114,534.97
Tank Options		
ECO75M1064	ECO75 MEGA 1600 GAL SPOIL TANK	\$ 44,911.09
ECO75M1065	ECO75 MEGA 2200 GAL SPOIL TANK	\$ 58,718.24
ECO75M1066	ECO75 MEGA 3000 GAL SPOIL TANK	\$ 70,012.19
Water Tank Options		
ECO75M5200	ECO75 MEGA 935 GAL WATER TANK	\$ 6,097.60
ECO75M5210	ECO75 MEGA 410 GAL WATER TANK	\$ 4,857.48
Truck Mounting Options		
ECO75M5300	MOUNT MEGA VAC ON TRUCK W/SUB-FRAME & MOUNTING	\$ 13,228.29
ECO75M5310	ECO75 MEGA REAR BUMPER, MEGA VAC TRUCK-20K HITCH	\$ 1,942.58
ECO75M5320	ECO75 MEGA FENDERS TANDEM; MEGA VAC TRUCK	\$ 2,026.01
ECO75M5330	ECO75 MEGA FENDERS SINGLE; MEGA VAC TRUCK	\$ 1,538.82
Non-Required Items/Features		
Additional Options		
ECO75M2040	ECO75 4" BOOM W/ HYD ROTATION	\$ 20,003.63
ECO75M2050	ECO75 5" HYD BOOM W/HYD ROTATION	\$ 25,527.52
ECO75M4120	ECO75 MEGA AUX HYDRAULICS	\$ 7,814.61
ECO75M4175	ECO75 MEGA 6 IN DRAIN VALVE CAP ASSEMBLY	\$ 117.42
ECO75M4550	ECO75 MEGA ARROW BOARD (BOOM)	\$ 1,788.08
ECO75M4831	ECO75 MEGA 300K BTU HOT BOX	\$ 7,831.09
ECO75M5300	MOUNT MEGA VAC ON TRUCK W/SUB-FRAME & MOUNTING	\$ 13,228.29
ECO75M5450	ECO75 MEGA AIR WEIGH TRUCK SCALES	\$ 20,687.55
Extended Warranty Options		
ECO75MP02	2 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO75M)	\$ 2,588.39
ECO75MP03	3 YR PARTS ONLY WARRANTY BASE COV NO MNT (ECO75M)	\$ 4,459.90
ECO75MPL2	2 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO75M)	\$ 4,110.73
ECO75MPL3	3 YR PARTS AND LABOR WARR BASE COV NO MNT (ECO75M)	\$ 5,324.07

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Special paint colors are available. Please contact the order desk with paint specifications for pricing.

HTV PTO Series**USD**

All HTV PTO Series Include: PTO Driven off Truck Chassis, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, High Pressure Water System (4 GPM @ 3000 PSI), Anti-Freeze Tank, Air Gap, Pull Down Ladder, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' x 4" Suction Hose and Suction Tool with Side Hose Storage, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, Storage Package (Tool Box), 3" LED Directional Board, Back-up Camera, Recirculation Kit

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit Without Boom		
HTV1009	HTV873PTO, 2X200 GAL WTR TANKS	\$ 97,079.52
Base Unit With Boom		
HTV1059	HTV873PTO W/ BOOM, 2X200 GAL WTR TANKS	\$ 123,600.54
Truck Chassis		
HTV2500	FORD F-650 270 HP DIESEL TRUCK, REGULAR CAB (HYDRAULIC BRAKES, 26K GVWR)	\$ 88,880.76
HTV2505	FORD F-650 270 HP DIESEL TRUCK, CREW CAB (HYDRAULIC BRAKES, 26K GVWR)	\$ 96,121.74
HTV2510	FORD F-750 300 HP DIESEL TRUCK, REGULAR CAB (AIR BRAKES, 33K GVWR)	\$ 98,767.62
HTV2515	FORD F-750 300 HP DIESEL TRUCK, CREW CAB (AIR BRAKES, 33K GVWR)	\$ 104,126.70
Non-Required Items/Features		
Strong Arm		
HTV4010	STRONG ARM (NOT AVAILABLE ON HTV1059)	\$ 2,553.06
In Tank Washout		
HTV4208	INTERNAL TANK WASH-OUT 800 GAL	\$ 916.98
Anti-Static Package		
HTV4560	ANTI-STATIC PACKAGE	\$ 3,655.68
Lighting		
HTV4660	HIGH VISIBILITY STROBE LIGHT KIT	\$ 6,130.20
HTV4665	DELUXE LIGHTING PACKAGE	\$ 12,072.72
Tow Package		
HTV4670	TOWING PACKAGE	\$ 3,324.18
7-Way Flat Connector		
HTV4675	7-WAY TRAILER BRAKE PLUG (MUST SELECT HTV4670)	\$ 909.84
Steps under Toolbox		
HTV4680	ACCESS STEPS W/O BOOM (NOT AVAILABLE WITH HTV 1059)	\$ 1,355.58
HTV4681	ACCESS STEP W/ BOOM (NOT AVAILABLE WITH HTV 1009)	\$ 1,355.58
Hotbox & Recirculation Kit		
HTV4831	DIESEL HOT BOX W/ RECIRCULATION KIT- 172K BTUS	\$ 9,863.40
Warranty Options		
HTVP2	2 YR PARTS WARRANTY	\$ 2,537.76
HTVP3	3 YR PARTS WARRANTY	\$ 3,806.64
HTVPL2	2 YR PARTS & LABOR WARRANTY	\$ 4,816.44

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

HTV PTO Series**USD**

All HTV PTO Series Include: PTO Driven off Truck Chassis, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, High Pressure Water System (4 GPM @ 3000 PSI), Anti-Freeze Tank, Air Gap, Pull Down Ladder, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' x 4" Suction Hose and Suction Tool with Side Hose Storage, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, Storage Package (Tool Box), 3" LED Directional Board, Back-up Camera, Recirculation Kit

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
HTVPL3	3 YR PARTS & LABOR WARRANTY	\$ 5,429.46

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Special paint colors are available. Please contact the order desk with paint specifications for pricing.

JTV PTO Series**USD**

All JTV PTO Series Include: PTO Driven off Truck Chassis, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, High Pressure Water System (15 GPM @ 3000 PSI), Anti-Freeze Tank, Air Gap, Pull Down Ladder, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' x 4" Suction Hose and Suction Tool with Side Hose Storage, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, Storage Package (Tool Box), 3" LED Directional Board, Back-up Camera, Recirculation Kit

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit Without Boom		
JTV1009	JTV873PTO, 2X200 GAL WTR TANKS	\$ 132,349.08
Base Unit With Boom		
JTV1059	JTV873PTO W/ BOOM, 2X200 GAL WTR TANKS	\$ 159,132.24
Truck Chassis		
JTV2500	FORD F-650 270 HP DIESEL TRUCK, REGULAR CAB (HYDRAULIC BRAKES, 26K GVWR)	\$ 89,760.00
JTV2505	FORD F-650 270 HP DIESEL TRUCK, CREW CAB (HYDRAULIC BRAKES, 26K GVWR)	\$ 97,073.40
JTV2510	FORD F-750 300 HP DIESEL TRUCK, REGULAR CAB (AIR BRAKES, 33K GVWR)	\$ 99,744.78
JTV2515	FORD F-750 300 HP DIESEL TRUCK, CREW CAB (AIR BRAKES, 33K GVWR)	\$ 105,156.90
Non-Required Items/Features		
In Tank Washout		
JTV4208	INTERNAL TANK WASH-OUT 800 GAL	\$ 926.16
Anti-Static Package		
JTV4560	ANTI-STATIC PACKAGE	\$ 3,692.40
Lighting		
JTV4660	HIGH VISIBILITY STROBE LIGHT KIT	\$ 6,190.38
JTV4665	DELUXE LIGHTING PACKAGE	\$ 12,192.06
Tow Package		
JTV4670	TOWING PACKAGE	\$ 3,357.84
7-Way Flat Connector		
JTV4675	7-WAY TRAILER BRAKE PLUG (MUST SELECT JTV4670)	\$ 919.02
Steps under Toolbox		
JTV4680	ACCESS STEPS W/O BOOM (NOT AVAILABLE WITH JTV 1059)	\$ 1,368.84
JTV4681	ACCESS STEP W/ BOOM (NOT AVAILABLE WITH JTV 1009)	\$ 1,368.84
Hotbox & Recirculation Kit		
JTV4831	DIESEL HOT BOX W/ RECIRCULATION KIT- 172K BTUS	\$ 9,873.60
Warranty Options		
JTVP2	2 YR PARTS WARRANTY	\$ 2,562.24
JTVP3	3 YR PARTS WARRANTY	\$ 3,844.38
JTVPL2	2 YR PARTS & LABOR WARRANTY	\$ 4,816.44
JTVPL3	3 YR PARTS & LABOR WARRANTY	\$ 5,429.46

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VXT300**USD**

Truck mounted vacuum excavator. Transmission PTO powered to allow mobility of the truck while the vacuum is active. Standard features include 3500cfm free air Roots blower 18 inHg max vacuum, 10gpm 3000psi water pump, hydraulic powered 6in boom with 19ft reach, three 5ft extensions, one 5ft dig tool, in-tank washdown system, 75ft spring return water hose, ball float mechanical spoil tank shut down, 3 stage filtration using cyclonic separation and 2 micron washable poly filter, rotary dig wand, wash wand, work lights, full function remote, and CAN control system. Truck package includes back up camera and 20ton pintle hitch with hookups for air brake trailer. Toolboxes vary based on sales code selections.

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
Required Items/Features		
Base Unit		
VXT3001001	VXT300 HYDRO EXCAVATOR	\$ 237,049.28
Truck Accessories		
VXT3002901	TRUCK ACCESSORIES, FET REQUIRED	\$ 32,793.28
Wireless Remote Control		
VXT3004870	HANDHELD FULL FUNCTION REMOTE	\$ 2,042.56
VXT3004871	BELLY PACK FULL FUNCTION REMOTE WITH DISPLAY	\$ 5,910.32
Reverse Flow		
VXT3001090	OPTION, NO REVERSE FLOW, VXT300	\$ N/C
VXT3001091	REVERSE FLOW	\$ 7,066.80
Water Heater		
VXT3004830	NO WATER HEATER, INCLUDES 54IN VERTICAL TOOLBOX	\$ N/C
VXT3004832	WATER HEATER, 420,000BTU	\$ 13,411.48
Non-Required Items/Features		
Optional Item/Features		
VXT3004001	PTO DRIVEN 180CFM AIR COMPRESSOR, 110PSI	\$ 29,908.32
VXT3004885	AIR SPADE TOOL FOR AIR COMPRESSOR SYSTEM	\$ 2,704.00
VXT3004900	WINTER PACKAGE, WATER LINE HEAT TRACE	\$ 5,195.84
VXT3004901	WINTER PACKAGE, CABINET AND REAR VALVE HEATERS (DOES NOT INCLUDE VXT3004900)	\$ 6,704.88
Extended Warranty		
VXT300PL2	2 YR PARTS & LABOR WARRANTY BASE COV NO MAINT	\$ 11,655.28
VXT300PL3	3 YR PARTS & LABOR WARRANTY BASE COV NO MAINT	\$ 17,584.32
VXT300PO2	2 YR PARTS ONLY WARRANTY BASE COV NO MAINT	\$ 6,539.79
VXT300PO3	3 YR PARTS ONLY WARRANTY BASE COV NO MAINT	\$ 10,900.00
Language Manual Kit Features		
Language Manual Kit Options		
(Includes operator's manual, maintenance manual, cabled operator's manual and video if applicable)		
VXT300SP1	VXT300 SPANISH MANUALS-REV 1ST ED-S/N 101-	\$ 125.00

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 or an independent third-party alliance supplier, as applicable.

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

MHC Kenworth – Des Moines, Iowa

Kenworth Truck for VXT300 Hydro Excavator

Distributed by: MHC Kenworth of Des Moines

4111 Delaware Avenue

Des Moines, IA 620-9412

Attn: James Gjerde

Mobile: 515-290-0630

Email: James.Gjerde@mhc.com

www.mhc.com

ORDERED AS PART OF VXT300 FROM VERMEER CORPORATION**Invoices direct from MHC to Vermeer dealer (except Canada)****Payment required from Vermeer dealer to MHC prior to release of MSO****KENWORTH TRUCKS OFFERED FOR SALE ONLY WITHIN NORTH AMERICA**

<u>Sales Code</u>	<u>Description</u>	<u>Sales Price</u>
Q684480	TRUCK - KENWORTH T480, 68,000 LB GVWR, TANDEM REAR AXLE WITH LIFT AXLE (Paccar PX-9 engine 350 hp, Allison RDS 3000 transmission, Chelsea 870 PTO, standard work cab)	SEE REGIONAL SALES MANAGER FOR PRICING
Q684880	TRUCK - KENWORTH T880, 68,620 LB GVWR, TANDEM REAR AXLE WITH LIFT AXLE (Paccar PX-9 engine 350 hp, Allison RDS 3000 transmission, Chelsea 870 PTO, standard work cab)	SEE REGIONAL SALES MANAGER FOR PRICING
9960003	ONE COLOR NON-STANDARD PAINT COLOR	N/C

*All Trucks are exposed to Federal Excise Tax – it is the responsibility of the End Seller to collect from the End User if applicable**All Trucks are sold at a 2.5% trade discount*

This Price Sheet Supersedes All Previously Published MHC Price Sheets**Prices Subject to Change Without Notice****All Prices F.O.B. Pella, Iowa**

All Roads Trucks – Baltimore, Maryland

Kenworth Truck for VXT300 Hydro Excavator

Distributed by: All Roads Trucks LLC
 8540 Pulaski Highway
 Baltimore, Maryland 21237
 Attn: John Brice
 Mobile: 410-353-3444
 Email: jbrice@kenworthmidatlantic.com
 www.allroadstrucks.com

ORDERED AS PART OF VXT300 FROM VERMEER CORPORATION

Invoices direct from All Roads to Vermeer dealer (except Canada) Payment required from Vermeer dealer to All Roads prior to release of MSO

KENWORTH TRUCKS OFFERED FOR SALE ONLY WITHIN NORTH AMERICA

<u>Sales Code</u>	<u>Description</u>	<u>Sales Price</u>
A684480	TRUCK - KENWORTH T480, 68,000 LB GVWR, TANDEM REAR AXLE WITH LIFT AXLE (Paccar PX-9 engine 350 hp, Allison RDS 3000 transmission, Chelsea 870 PTO, standard work cab)	SEE REGIONAL SALES MANAGER FOR PRICING
A684880	TRUCK - KENWORTH T880, 68,620 LB GVWR, TANDEM REAR AXLE WITH LIFT AXLE (Paccar PX-9 engine 350 hp, Allison RDS 3000 transmission, Chelsea 870 PTO, standard work cab)	SEE REGIONAL SALES MANAGER FOR PRICING
9960008	KENWORTH, ONE COLOR NON-STANDARD PAINT COLOR	N/C

All Trucks are exposed to Federal Excise Tax – it is the responsibility of the End Seller to collect from the End User if applicable

All Trucks are sold at a 2.5% trade discount

This Price Sheet Supersedes All Previously Published All Roads Price
 Sheets Prices Subject to Change Without Notice
 All Prices F.O.B. Pella, Iowa

Bruckner's Truck & Equipment Sales- Amarillo, TX

Mack Truck for VXT300 Hydro Excavator

Distributed by: Bruckner's Truck & Equipment Sales

9471 E. Interstate 40

Amarillo, TX 79118

Attn: Robbie Kurzon

Mobile: 702-373-2866

Email: Robbie.kurzon@brucknertruck.com

www.brucknertruck.com

ORDERED AS PART OF VXT300 FROM VERMEER CORPORATION**Invoices direct from Bruckner to Vermeer dealer (except Canada) Payment required from Vermeer dealer to Bruckner prior to release of MSO****MACK TRUCKS OFFERED FOR SALE ONLY WITHIN NORTH AMERICA**

<u>Sales Code</u>	<u>Description</u>	<u>Sales Price</u>
M684880	TRUCK - MACK GRANITE 64BR, 68,000 LB GVWR, TANDEM REAR AXLE WITH LIFT AXLE (Mack MP7 engine 355 hp, Allison RDS 3000 transmission, Chelsea 870 PTO, standard work cab)	SEE REGIONAL SALES MANAGER FOR PRICING
9960009	MACK, ONE COLOR NON-STANDARD PAINT COLOR	N/C

*All Trucks are exposed to Federal Excise Tax – it is the responsibility of the End Seller to collect from the End User if applicable**All Trucks are sold at a 2.5% trade discount*

This Price Sheet Supersedes All Previously Published All Roads Price
Sheets Prices Subject to Change Without Notice
All Prices F.O.B. Pella, Iowa

VXT600 G2**USD**

Truck mounted vacuum excavator. Standard features include 6400 CFM free air Jurop blower 27 inHg max vacuum, 10gpm 3000psi water pump, hydraulic powered 8in boom with 23ft reach, two 6ft extensions, one 6" 5ft dig tool, one 8" 5ft dig tool, in-tank washdown system, 75ft air operated water hose, ball float mechanical spoil tank shut down, detergent injection system, auto antifreeze, 3 stage filtration using cyclonic separation and 2 micron washable filter, QuickDig nozzle and lance, wash wand, work lights, and CAN control system. Truck package includes back up camera and 6 ton receiver hitch with hookups for air brake trailer.

<u>Sales Code</u>	<u>Description</u>	<u>USD</u>	<u>List Price</u>
Required Items/Features			
Base Unit			
VXT600G21024	VXT600 GEN II HYDRO EXCAVATOR	\$	427,997.00
Truck Accessories			
VXT600G21101	TRUCK ACCESSORIES, FET REQUIRED	\$	19,997.00
Wireless Remote Control			
VXT600G21201	HAND HELD REMOTE	\$	2,042.56
Water Pump			
VXT600G21810	10 GPM WATER PUMP	\$	N/C
VXT600G21820	19.4 GPM WATER PUMP	\$	11,997.00
Non-Required Items/Features			
Optional Item/Features			
VXT600G21402	OPTION, WATER HEATER	\$	13,411.48
VXT600G21410	ASSEMBLY, WINTER PACKAGE, VXT600 (HEATED WATER LINES, CABINETS, REAR VALVE)	\$	7,997.00
VXT600G23301	OPTION, VIBRATOR, VXT600	\$	4,997.00
VXT600G23901	REPLACEMENT AIR FILTER MOUNTED IN CABINET	\$	1,197.00
Confidence Plus Features			
Confidence Plus Features			
Confidence Plus extended service contracts provide additional coverage beyond the standard 12-month, 1000-hour limit set by the Industrial Standard Limited Warranty Policy. Both Confidence Plus Premium and Planned Maintenance Packages cover initial and all major maintenance intervals up to the chosen hour limit. All Confidence Plus packages are available at a 10% trade discount.			
VXT600G2CP129910	CP PREM 12 MOS, UNLIMITED HRS - 1000 HRS MAINT	\$	27,639.00
VXT600G2CP249910	CP PREM 24 MOS, UNLIMITED HRS - 1000 HRS MAINT	\$	37,406.00
VXT600G2PL1210	CP BASE 12 MOS, 1000 HRS - NO MAINT	\$	24,418.00
VXT600G2PL2420	CP BASE 24 MOS, 2000 HRS - NO MAINT	\$	34,185.00
VXT600G2PM10	CP PLANNED MAINT PKG 1000 HRS	\$	4,601.00

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 or an independent third-party alliance supplier, as applicable.

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

All Roads Trucks – Baltimore, Maryland

Kenworth Truck for VXT600 G2 Hydro Excavator

Distributed by: All Roads Trucks LLC
8540 Pulaski Highway
Baltimore, Maryland 21237
Attn: Jim Reaves
Mobile: (803) 983-1819
Email: JReaves@allroads.com
www.allroadstrucks.com

ORDERED AS PART OF VXT600 G2 FROM VERMEER CORPORATION

**Invoices direct from All Roads to Vermeer dealer. Payment required from
Vermeer dealer to All Roads prior to release of MSO**

KENWORTH TRUCKS OFFERED FOR SALE ONLY WITHIN NORTH AMERICA

<u>Description</u>	<u>Sales Price</u>
TRUCK - KENWORTH T880, 86,000 LB GVWR, TANDEM REAR AXLE WITH (2) LIFT AXLES (Paccar MX-13 engine 510 hp, Allison RDS 4500 transmission, standard work cab)	SEE REGIONAL SALES MANAGER FOR PRICING
KENWORTH, ONE COLOR NON-STANDARD PAINT COLOR	N/C

All Trucks are exposed to Federal Excise Tax – it is the responsibility of the End Seller to collect from the End User if applicable

This Price Sheet Supersedes All Previously Published Price Sheets
Prices Subject to Change Without Notice

MHC Kenworth – Des Moines, Iowa

Kenworth Truck for VXT600 G2 Hydro Excavator

Distributed by: MHC Kenworth of Des Moines
 4111 Delaware Avenue
 Des Moines, IA 620-9412
 Attn: James Gjerde
 Mobile: 515-290-0630
 Email: James.Gjerde@mhc.com
 www.mhc.com

ORDERED AS PART OF VXT600 G2 FROM VERMEER CORPORATION

**Invoices direct from MHC to Vermeer dealer. Payment required from
 Vermeer dealer to MHC prior to release of MSO**

KENWORTH TRUCKS OFFERED FOR SALE ONLY WITHIN NORTH AMERICA

<u>Description</u>	<u>Sales Price</u>
TRUCK - KENWORTH T880, 86,000 LB GVWR, TANDEM REAR AXLE WITH (2) LIFT AXLES (Paccar MX-13 engine 510 hp, Allison RDS 4500 transmission, standard work cab)	SEE REGIONAL SALES MANAGER FOR PRICING
ONE COLOR NON-STANDARD PAINT COLOR	N/C

All Trucks are exposed to Federal Excise Tax – it is the responsibility of the End Seller to collect from the End User if applicable

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 Prices Subject to Change Without Notice

Exhibit#2- Price sheet B

Sewer Inspection Equipment

(Examples: Complete Camera systems, tractor, crawler, controllers, cable reels, pulleys, and all accessories and options necessary for inspection of sewers)

*****Vendor can provide a pricing list instead of this form.*****

YOU WILL NOT BE CONSIDERED RESPONSIVE IF YOU JUST FILL IN A BRAND AND "ALL MODELS". You must fill in Brand, Model Makes and Numbers and prices.

BRAND	MODEL (Standard base unit)	Percentage off discount OFF PARTS _____ %	BASE PRICE
Vermeer	Not Available		

Attachments/Accessories: _____ % Multiple Unit discount _____ % Parts _____ %

Options: _____ % Extended Warranty offered? ___Yes ___No. Attach information for the extended warranty.

Installation Charge: _____ Hourly labor rate: _____

Financing of Lease Purchase interest rate _____ %

Special Notes:

Vermeer Manufacturing currently does not offer this type equipment.

Section Ten

Offer of Value-Added Products or Services

Vermeer Great Plains offers value-added products and ongoing support, such as extended warranty, on-site operation and safety training, industry insight, support, and machine application guidance upon request. Many of these are free of charge, but pricing available on request.