

**Participating Addendum Number: SW0240**

for

**Fire Trucks and Fire Apparatus**

**Administered by Sourcewell**

between

**Oshkosh Corporation**

and

**State of Oklahoma by and through the Office of Management and Enterprise Services**

**(OK SW Contract No. SW0240)**

This Participating Addendum is entered into by the State of Oklahoma by and through the Office of Management and Enterprise Services ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in SOURCEWELL Master Agreement No. 113021, executed by Contractor and the State of Minnesota ("Lead State") for Fire Trucks and Fire Apparatus ("Master Agreement"). Participating Entity hereby adopts the Master Agreement in part, solely for the purpose of processing Orders via one third party supplier, **Conrad Fire Equipment, Inc.** ("Third Party"), and shall not be bound by the full scope of the Agreement for any other purposes.:

**Contractor Name:** Oshkosh Corporation.

**Contractor Address:** 1917 Four Wheel Dr., Oshkosh, WI 54902

**PARTICIPATING ADDENDUM CONTACTS:**

**Contractor's** contact for this Participating Addendum is:

Contact: Carol Frank

Title: Contract Administrator

Email: [cfrank@piercemfg.com](mailto:cfrank@piercemfg.com)

Phone: 920-832-3218

**Participating Entity's** contact for this Participating Addendum is:

Contact: Lizzie Lopez

Title: Administrative Assistant

Email: [lizzie.lopez@omes.ok.gov](mailto:lizzie.lopez@omes.ok.gov)

Phone: 405-522-3020

**Third Party** contact for this Participating Addendum is:

Contact: Sal Monteleone

Title: President

Email: [salm@conradfire.com](mailto:salm@conradfire.com)

Phone: 913-780-5521

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- I. **TERM.** This Participating Addendum is effective as of the date of the last signature below, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify SOURCEWELL to initiate outreach to the appropriate parties.
- III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** Only one dealer identified on Contractor's SOURCEWELL webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum—**Conrad Fire Equipment, Inc.** Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- V. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number, a Statewide contract number on an Order.

Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and

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Between **Oklahoma** and **Oshkosh Corp.**



payment of administrative fees to SOURCEWELL and Participating Entity. The Participating Entity's purchasing terms shall apply to Third Party and must be negotiated directly with them.

**VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

- a. Third Party will be solely responsible for any state reporting requirements and administrative fees associated with any Orders from this Participating Addendum.

**VII. FEDERAL FUNDING REQUIREMENTS.**

- a. To be negotiated at the ordering level with Third Party.

**VIII. NOTICE.** Any notice required herein shall be sent to the following:

For Third Party:

Contact: Sal Monteleone

Title: President

Email: [salm@conradfire.com](mailto:salm@conradfire.com)

Phone: 913-780-5521

For Participating Entity:

Contact: Lizzie Lopez

Title: Administrative Assistant

Email: [lizzie.lopez@omes.ok.gov](mailto:lizzie.lopez@omes.ok.gov)

Phone: 405-522-3020

**IX. SUBMISSION OF PARTICIPATING ADDENDUM TO SOURCEWELL.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to SOURCEWELL. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the SOURCEWELL website.



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The undersigned for each Party represent and warrant that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Participating Addendum.

**OSHKOSH CORPORATION:**

Signed by:  
Signature: Michael E. Pack  
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Name: Michael E. Pack

Title: EVP and President, Oshkosh Vocational

Date: 6/5/2025

**STATE OF OKLAHOMA**

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

Signature: Amanda L. Otis  
Amanda Otis (May 1, 2025 15:23 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: May 1, 2025

**CONRAD FIRE INC.:**Signature: Sal Monteleone

Name: Sal Monteleone

Title: VP

Date: May 6, 2025