



**STILLWATER PUBLIC SCHOOLS**  
**STILLWATER BOARD OF EDUCATION**

**PREPARED BY:** Mrs. Kristie Newby, MBA, CFE, Chief Financial Officer  
**APPROVED BY:** Dr. Janet Vinson, Acting Superintendent  
**DATE:** Jun 10, 2025

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**AGENDA ITEM:**

Finance Department FY 2025-2026 Contracts, Proposals, Agreements, and Bids:

Finance:

1. Affinity Marketing (Arvest Bank Affinity Agreement)
2. Arbiter Sports (Pay system for Athletic Refs, Umps, etc.)
3. CCOSA (District Services)
4. Coca-Cola (District Beverage Contract)
5. Hilltop Securities (Bond Arbitrage Rebate Compliance)
6. Municipal Finance Services (Bond Services)
7. OSIG Proposal (Property/Liability Insurance)
8. Rosenstein, Fist, and Ringold (Legal Services)
9. SPEF Contract (Use of Facility Agreement)
10. Sylogist (Accounting System)
11. The Public Finance Law Group (Bond Legal Counsel Services)
12. Tyler Technologies (Accounting Software)

Nutrition:

1. Bussell's Pest Control (Nutrition Pest Control)
2. CNP Renewal Agreement (Annual Nutrition Agreement)
3. Cybersoft Renewal Quote (Nutrition Software)
4. EcoLab (Chemicals and Cleaners)
5. Great Plains Coca-Cola Proposal (Coke products for Secondary)
6. Hiland Dairy Bid (Milk and Dairy)
7. Klement Proposal (Frozen Treats for Secondary)
8. ODAFF (Grant for Local Produce)
9. SFSP Agreement (Summer Food Service)
10. US Foods Bid (Groceries, Small Equipment, and Cleaning Supplies)

**BOARD ACTION REQUESTED:**

Motion to Approve the Renewal of Existing or Revised Contracts, Proposals, Agreements, and Bids for FY 2025-2026

**BACKGROUND INFORMATION:**

Oklahoma statutes require public schools to annually approve all new contact and renew any ongoing and long-term contracts.

**Renewal Contracts & Agreements for Finance:**

<b><u>Contract</u></b>	<b><u>Term</u></b>	<b><u>Funding Source</u></b>	<b><u>Dates of Contract</u></b>
Affinity Marketing	Annual	N/A	July 1, 2025 – June 30, 2026
Arbiter Sports	Annual	Activities	July 1, 2025 – June 30, 2026
CCOSA	Annual	General	July 1, 2025 – June 30, 2026
Coca-Cola	2 of 5	N/A	July 1, 2025 – June 30, 2026
Hilltop Securities	(Renewed) 1 of 5	Bond	July 1, 2025 – June 30, 2026

<b><u>Contract</u></b>	<b><u>Term</u></b>	<b><u>Funding Source</u></b>	<b><u>Dates of Contract</u></b>
Municipal Finance Services	Annual	Bond	July 1, 2025 – June 30, 2026
OSIG	Annual	General	July 1, 2025 – June 30, 2026
Rosenstein, Fist, & Ringold	Annual	General	July 1, 2025 – June 30, 2026
SPEF	Annual	N/A	July 1, 2025 – June 30, 2026
Sylogist	Annual	General	July 1, 2025 – June 30, 2026
The Public Finance Law Group	Annual	Bond	July 1, 2025 – June 30, 2026
Tyler Technologies	Annual	General	July 1, 2025 – Jan 31, 2026

**Renewal Contracts & Agreements for Nutrition:**

<b><u>Contract</u></b>	<b><u>Term</u></b>	<b><u>Funding Source</u></b>	<b><u>Dates of Contract</u></b>
Bussell's Pest Control	Annual	Nutrition	July 1, 2025 – June 30, 2026
CNP Agreement	Annual	N/A	July 1, 2025 – June 30, 2026
Cybersoft	Annual	Nutrition	July 1, 2025 – June 30, 2026
EcoLab	Annual	Nutrition	July 1, 2025 – June 30, 2026
Great Plains Coca-Cola	Annual	Nutrition	July 1, 2025 – June 30, 2026
Hiland Dairy	2 of 5	Nutrition	July 1, 2025 – June 30, 2026
Klement (Renewed)	1 of 5	Nutrition	July 1, 2025 – June 30, 2026
ODAFF	Annual	Nutrition	July 1, 2025 – June 30, 2026
SFSP Agreement	Annual	N/A	July 1, 2025 – June 30, 2026
US Foods (Renewed)	1 of 5	Nutrition	July 1, 2025 – June 30, 2026

## **AFFINITY MARKETING AGREEMENT**

This Affinity Marketing Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between ARVEST BANK, Fayetteville, Arkansas (“Arvest”), and \_\_\_\_\_ (“Endorser”), with reference to the following:

WHEREAS, Arvest desires to market and promote the use of its VISA debit cards (collectively, the “Cards”) to its current and prospective customers using Endorser’s name, trademarks, service marks and logo (collectively, the “Marks”) upon the terms and conditions set forth herein; and

WHEREAS, Endorser desires to have its Marks identified on the Cards pursuant to the terms of this Agreement (each, an “Affinity Card,” and collectively, the “Affinity Cards”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Marketing of Affinity Cards. Throughout the Term (as hereinafter defined), Arvest and Endorser shall cooperate to develop advertising, marketing strategies and materials to promote the use of the Affinity Cards. In connection therewith, Arvest may, from time to time, present to Endorser promotional and solicitation strategies. Endorser shall provide to Arvest the artwork to be included on the Affinity Cards. Prior to use, Arvest and Endorser must mutually approve in writing or via email, confirmed receipt, (a) the promotional and solicitation strategies and the artwork, and (b) all advertising and marketing materials relating to the Affinity Cards, which approvals shall not be unreasonably withheld or delayed. Endorser shall not independently undertake any marketing of the Affinity Cards without Arvest’s prior written consent.

2. Marks. For the duration of the Term, Endorser hereby grants to Arvest a non-transferable, non-exclusive and royalty-free license to use the Marks on its Cards and in its advertising and marketing materials promoting use of the Affinity Cards as contemplated in this Agreement. Arvest shall have the non-exclusive right to utilize the Marks in connection with debit cards during the Term. Endorser represents and warrants that (a) it is the owner of the Marks, (b) has authority to grant the license extended hereunder, and (c) the Marks do not infringe the rights of any third party. Endorser will deliver the Marks to Arvest within fifteen (15) days after execution of this Agreement. Nothing in this Agreement shall confer upon Arvest a proprietary interest of any kind in or to the Marks, other than the right to use the Marks in accordance with the terms and conditions of this Agreement.

3. Records. Endorser understands that Arvest shall not disclose to Endorser, and Endorser shall not have access to, any non-public, non-published customer information or other privacy protected data, which information shall remain confidential in all respects. Further, the terms of this Agreement and any proposal, financial information and/or proprietary information provided by or on behalf of one party to the other party are confidential. Such confidential information will not be disclosed by the recipient thereof to any other person or entity, except as permitted under this Agreement, as required by operation of law or as mutually agreed in writing.

4. Cardholders. Arvest will issue Affinity Cards to prospective customers based upon Arvest's customary practices and shall make all decisions and bear all risk with respect to each customer's account(s). Arvest shall be identified as the issuer of each Affinity Card and have the sole and **exclusive** right to make all determinations with respect to the terms and features and issuance of the Affinity Cards.

5. Term. The initial term of this Agreement shall begin on the Effective Date and continue for a period of twelve (12) months thereafter (the "Initial Term"). This Agreement shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless either party delivers to the other party written notice, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, of its election not to extend this Agreement beyond the then-scheduled expiration date. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Notwithstanding the foregoing, if there is a material default by either party under this Agreement, and such default shall continue for a period of fifteen (15) days after written notice thereof from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement upon at least fifteen (15) days' additional written notice.

Upon the expiration or termination of this Agreement, (a) Arvest shall discontinue use of the Marks; provided, however, that Arvest shall not be required to invalidate any Affinity Card issued during the Term prior to such Affinity Card's normal expiration or termination date, and (b) for a period of one (1) year following such expiration or termination, Endorser agrees that it shall not, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a debit card to any persons who are holders of the Affinity Cards.

6. Condition. This Agreement is expressly made conditional upon Arvest's receipt of written approval of the transactions contemplated herein and the design of the Affinity Cards from VISA U.S.A. Inc. If approval is not obtained within thirty (30) days after the execution of this Agreement, this Agreement shall automatically terminate without further action by either party, and each party shall be released from its obligations hereunder.

7. Indemnity. Endorser shall defend, indemnify and hold Arvest and its affiliates harmless from and against any and all claims, losses, liability, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation or violation of **any** third party's patents, copyrights, trade secret rights, trademarks or other intellectual property or proprietary rights of any nature in any jurisdiction, resulting from the use of the Marks or other materials produced hereunder. The respective rights and obligations of the parties under this section shall survive termination of this Agreement.

8. Other Affinity Programs. Endorser acknowledges that Arvest is, and shall remain during the Term, the issuer of Cards through this and other affinity programs which may be in competition with the Affinity Cards contemplated hereunder. Endorser acknowledges that the other programs may contain benefits and terms that are different from those offered under this Agreement.

9. Miscellaneous.

9.1 Assignment. Neither party may transfer or assign its rights or delegate its duties under this Agreement without the prior written consent of the other; provided, however, that Arvest may assign any of its rights and obligations hereunder to an affiliate or successor if such affiliate or successor assumes, either expressly or by operation by law, all of Arvest's obligations hereunder.

9.2 Notices. Notices or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) when delivered in person, (b) one (1) business day after being sent by nationally recognized overnight courier, charges prepaid, (c) four (4) business days after being mailed, postage prepaid, by registered or certified mail, or (d) when sent by email, with confirmed receipt, in each case addressed as follows:

(a) If to Arvest:

Arvest Bank  
Contract Filing  
202 S. Goad Springs Rd  
Lowell, AR 72745  
Email: contractfilinggroup@arvest.com

(b) If to Endorser:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_

or to such other address as any party may from time to time designate by notice given to the other party in the manner provided herein. Courtesy or informational notices may be delivered by email only.

9.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

9.4 Amendment; Waiver. This Agreement may be amended only by a written agreement signed by the parties hereto. A waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

9.5 Binding Effect. This Agreement shall be binding upon all parties and their respective successors and permitted assigns.

9.6 Severability. If any provision of this Agreement as applied to any party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

9.7 Counterparts; Electronic Transmission. This Agreement may be executed in counterparts, each of which will be deemed an original. An electronic transmission of a signed counterpart of this Agreement shall be sufficient to bind the party or parties whose signature(s) appear thereon.

9.8 No Agency. The parties are independent contractors. Nothing in this Agreement creates any agency, partnership, employment, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

9.9 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and there are no agreements, understandings, specific restrictions, warranties or representations relating to such subject matter between the parties other than those set forth herein.

EXECUTED as of the day and year first above written.

ARVEST:

**ARVEST BANK**



Name:

Title:

ENDORSER:

Organization:



Name:

Title:



### Subscription Order Form

Company Address	9815 S Monroe St, STE 204 Sandy, Utah 84070 United States	Quote Number	00685487
Created Date	5/12/2025	Contract Length	1 Year
Prepared By	Devin McCarthy	Start Date	7/1/2025
Email	devin.mccarthy@arbitersports.com	End Date	6/30/2026
Billing Schedule	One-Time		

### Customer Billing

Account Name	Stillwater High School	Primary Contact	Tracy Sodowsky
Billing Contact	Tracy Sodowsky	Primary Email	tsodowsky@stillwaterschools.com
Billing Email	<a href="mailto:tsodowsky@stillwaterschools.com">tsodowsky@stillwaterschools.com</a>	Primary Title	Athletic Administrative Assistant
Billing Phone	(405) 533-6338	Primary Phone	(405) 533-6338
Bill To	1224 North Husband Street Stillwater, Oklahoma 74075-3630 United States	Address	1224 North Husband Street Stillwater, Oklahoma 74075-3630 United States

### Subscriptions & Services

Product	Quantity	Sales Price	Total Price
300- (YEAR 1) ArbiterPay	1.00	\$1,955.00	\$1,955.00

### Year 1

Year 1 Start Date	7/1/2025	Year 1 Total	\$1,955.00
Year 1 End Date	6/30/2026	Year 1 Payment Due	7/31/2025

### Contract Total

Subtotal	\$1,955.00
Total Discount	\$0.00
Grand Total	\$1,955.00

### Terms & Conditions

Standard Conditions:

1. This Subscription Order Form is governed by ArbiterSports website's standard Terms and Conditions ("Terms and Conditions") <https://www.arbitersports.com/terms-and-conditions/>, if Customer is subscribing to ArbiterPay, by ArbiterSports' standard Payor Agreement for ArbiterPay Users (the "ArbiterPay Agreement") <https://www.arbitersports.com/payor-agreement> (if applicable), each incorporated herein by reference.
2. In the event of any conflict or inconsistency between the Special Instructions or Standard Conditions of this Subscription Order Form and any provisions of the Terms and Conditions or the ArbiterPay Agreement, this Subscription Order Form shall govern and control.
3. Notwithstanding any provision of the Terms and Condition or the ArbiterPay Agreement, upon a material breach by ArbiterSports which is not cured within 30 days following receipt of written notice, Customer may terminate its subscription and receive the prorated amount paid by



Customer for the applicable year.

4. The Terms and Conditions and the ArbiterPay Agreement (if applicable), together with this Subscription Order Form, represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.

5. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.

6. CUSTOMER MUST PROVIDE ARBITERSPORTS WITH VALID AUTOMATED PAYMENT INFORMATION AS A CONDITION TO RECEIVE OR USE THE SERVICES. BY PROVIDING ARBITERSPORTS WITH AUTOMATED PAYMENT INFORMATION, CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S PAYMENT ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER. CUSTOMER IS RESPONSIBLE FOR AND AGREES TO UPDATE ARBITERSPORTS WITH ANY CHANGES TO CUSTOMER'S BILLING AND/OR AUTOMATED PAYMENT INFORMATION (E.G., NEW OR UPDATED CREDIT CARD, CREDIT CARD EXPIRATION DATE OR OTHER PAYMENT BANK ACCOUNT INFORMATION).

7. CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S ARBITERSPORTS ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER.

8. UNLESS CUSTOMER NOTIFIES ARBITERSPORTS IN WRITING (INCLUDING VIA THE ABOVE ARBITERSPORTS EMAIL ADDRESS) 10 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION, CUSTOMER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TERM EQUAL TO THE LENGTH OF THE ORIGINAL TERM (FOR EXAMPLE, A TWO-YEAR TERM WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TWO-YEAR TERM). IF ARBITERSPORTS INCREASES THE ANNUAL SUBSCRIPTION PRICE FOR ANY SERVICES, ARBITERSPORTS WILL NOTIFY CUSTOMER IN WRITING (INCLUDING VIA THE ABOVE CUSTOMER EMAIL ADDRESS) OF SUCH INCREASE AT LEAST 30 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION. IN THE EVENT CUSTOMER DOES NOT TERMINATE, THE RENEWAL WILL BE AT THE INCREASED PRICES.

9. I hereby authorize ArbiterSports, LLC to initiate a withdrawal from my account within ArbiterPay to pay for services as indicated. I also authorize ArbiterSports, LLC to make deposits to this account in the event that an entry is made in error. I agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice at least 10 days prior to the payment being collected.

**Customer to Complete:**

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form? Please fill in **YES** or **NO** here:

**Acknowledgment and Acceptance of Terms**

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

<b>Accepted By (Legal Entity):</b>	<b>Accepted By (Legal Entity):</b> ArbiterSports, LLC
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b> John Hopkins
<b>Title:</b>	<b>Title:</b> Chief Financial Officer (CFO)
<b>Date:</b>	<b>Date:</b>



**CCOSA**

The Cooperative Council for  
Oklahoma School Administration

2901 North Lincoln Boulevard  
Oklahoma City, OK 73105  
405-524-1191 office  
405-524-1196 fax  
www.ccosa.org

**CCOSA’s District Level Services (DLS) Program**  
**(Agreement 2025-2026)**

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and Stillwater School District No. 16 of Payne County, Oklahoma (District) concerning the District’s participation in **CCOSA’s District Level Services Program** (Program) for the fiscal year ending June 30, 2026.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2023-24 ADM for your district.

**P.O. CALCULATION GRID**

County Name: Payne

County Number: 60

District Name: Stillwater

District Number: I-16

**P.O. CALCULATION GRID**

<u>ADM</u>	<u>COST</u>
25,000 plus	\$ 4,000
10,000 to 24,999	\$ 3,000
5,000 to 9,999	\$ 2,500
1,500 to 4,999	\$ 2,000
500 to 1,499	\$ 1,800
499 or less	\$ 1,500

<b>ADM (2023-24)</b>	<b>TOTAL COST</b>
<b>5776</b>	<b>\$2,500</b>

Purchase Order Number: \_\_\_\_\_

Purchase Order Amount: \$2,500

\*\*Please attach a copy of the purchase order when submitting completed forms\*\*



## Superintendent Certification of Participation

I certify that on the 10th day of June 2025, the Board of Education of Stillwater Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The Stillwater Board of Education has encumbered \$ 2,500 for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of **advisory services** to designated administrators with Stillwater Public Schools.

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

The District understands that CCOSA’s District Level Services Program emphasizes assistance in areas that help to create high-quality schools based on the research in *For the People* and seven areas that create a quality system: Culture and Climate; Learning; Teaching, and Assessment; Expanded Learning Opportunities; Governance, Leadership, and Accountability; Human Capital Development; Physical Resources; and Financial Resources.

If consultation and/or professional learning is in the school district, the school district would agree to pay travel expenses that would not be a part of this agreement.

The District understands that CCOSA and/or its partners will be unable to provide assistance in some areas and with some issues. The District understands that, in those situations, CCOSA and/or its partners may recommend that the District seek advice, assistance, and services beyond those offered by this Program, which may cause the District to incur expenses that are not covered by this Program. **This Program is ADVISORY ONLY and CCOSA and/or its partners do not warrant or guarantee any specific outcome related to the advisory services provided. CCOSA reserves the right to refuse participation to school districts and to remove school districts from participation in the Program.**

The term of this Agreement begins on the date it is approved by the District’s Board of Education and ends on June 30, 2026. Either the District or CCOSA may terminate this Agreement upon notice in writing to the other party. However, a delay in contract approval could result in your district missing valued services and workshops!



## CCOSA’s District Level Services (DLS) Program

### Designated Administrator Contact Form 2025-2026

While all of your district leaders have full access by phone, email, or in person, we need you to designate district administrators who serve as your main contacts to share information from CCOSA and its partners. **These designated administrators will need to commit to forwarding Professional Learning opportunities to your other district and/or school team members to ensure that all of your leaders get maximum benefit from the program.** Districts with an ADM of 10,000 and above may designate three district administrators. The District may include additional school personnel at no additional cost in conference calls, on-site visits, and training sessions.

<b>Designated Administrators</b>	
<small>(based upon each district’s size in ADM for the 2023-24 school year)</small>	
<u>ADM</u>	<u># of eligible administrators</u>
10,000 +	3
1 to 9,999	2

<u>ADMINISTRATOR</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
*		

\*only if ADM exceeds 10,000

**Please send a copy of the completed forms to Jen Knight ([jennifer@ccosa.org](mailto:jennifer@ccosa.org)) or fax to 405.524.1196 (ATTN: Jen Knight). Keep one copy for your records.**

AUG 13 2024

MINUTES

**BEVERAGE PROVIDER AGREEMENT**

This agreement (the "**Agreement**") is made by and between Coca-Cola Southwest Beverages LLC, a Delaware limited liability company ("**Beverage Provider**"), and the Independent School District No. 16 of Payne County, Oklahoma a/k/a Stillwater Public Schools having its principal place of business at 314 S Lewis Ave Stillwater, OK 74074 ("**District**").

**WITNESSETH:**

WHEREAS, Beverage Provider is dedicated to being responsive to local school needs and to improving the communities in which it does business, including by supporting youth development and education, and District has requested a variety of beverages for the use of students, faculty and staff;

WHEREAS, District is vested with the appropriate authority and wishes to grant to Beverage Provider the exclusive beverage availability rights described herein with respect to all schools in the Stillwater Independent School District ("**Schools**") and with respect to all other facilities owned or operated by the District.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. Definitions.

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Approved Cups" means disposable cups approved by Beverage Provider from time to time as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Beverage Provider from time to time, all of which shall prominently bear the trademark(s) of Products (as herein defined) on all of the cup surface.

(c) "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

(d) "*Campus*" means the entire premises of each and every School and facility owned or operated by District either now or in the future, including without limitation, all elementary, middle, high, post-secondary and alternative schools, athletic facilities, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined terms "Schools" and "Stadium" are included within the collective term "Campus."

(e) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(f) "Concessionaire" means any third party providing services under contract with District on Campus or to Team that directly or indirectly relates to the service of Beverages.

(g) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked by Beverage Provider.

(h) "Stadium" shall mean the Stillwater Public Schools Football Stadium, which is located at 1224 N Husband St Stillwater, OK 74075 and all other stadiums within the Campus including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(i) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

## 2. Term.

Beverage Provider shall have the rights provided herein for a term of Five (5) years, beginning July 1, 2024 ("Term"), unless mutually extended by written Agreement of the parties or unless sooner terminated as provided herein. After the end of the first full Agreement Year of the Term, District shall have the right to terminate this Agreement, for any reason, by giving Beverage Provider written notice sixty (60) days prior to the anniversary date of this Agreement each year of the Term. Additionally, effective at the end of each full Agreement Year, either party shall have the right to terminate this Agreement, with or without cause, by giving the other party sixty (60) days advance written notice. In the event of such early termination, the provisions of Section 10 below regarding repayment shall apply.

## 3. Consideration.

In order to advance the educational mission of the District, to benefit the District, its students and educators, to support school wellness efforts and in exchange for the rights granted to Beverage Provider hereunder, Beverage Provider agrees to provide the following funding, programs and other support described below. The parties intend that the use of funding will be focused on some or all of the following:

- Academic enrichment and scholarships
- Improvement of technology at the Schools
- Additional or improved educational materials
- School and Campus improvements
- Student extra-curricular activities
- Educator and Student reward and recognition programs
- Physical fitness and nutrition education programs
- Teaching kids to consume a balanced diet and be physically active

(a) Sponsorship Funding. Beverage Provider agrees to pay District an aggregate of Fifteen Thousand Dollars (\$15,000) for the entire Term (the "**Sponsorship Funding**"). The Sponsorship Funding will be in equal annual installments of Three Thousand (\$3,000). The first installment will be paid within sixty (60) days of the date that this Agreement is fully executed and subsequent payments shall be due on the anniversary date. The Sponsorship Funding shall be deemed earned evenly on a monthly basis over the Agreement Year in which they are paid.

(b) Rebates. Beverage Provider will pay District a rebate of Three Dollars (\$3.00) for each standard physical case (i.e. 24 units) of 20oz Sparkling, 20oz Dasani Water, 20oz Smartwater, 20oz Powerade and 16oz BodyArmor Products purchased and paid for by the District for sale on the Campus during the Term (Rebates). The Rebates shall be paid quarterly in arrears, within Sixty (60) days after the end of each applicable quarter in with the Rebate was earned and will be based on Beverage Provider's case sales records. Rebates shall not be earned for sales of Products through Beverage Provider's full service vending machines.

(c) Commissions. Beverage Provider shall pay the District commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

Package	Vend Rate	Commission
		Rate
20oz Sparkling	\$2.25	15%
20 oz PET - Dasani	\$2.25	10%
20 oz PET - Powerade	\$2.25	15%
12 oz PET - Body Armor	\$2.00	10%
20 oz PET - Smartwater	\$2.50	10%
15.5 oz PET - Topo Chico	\$2.25	10%
18.5 oz PET - Gold Peak	\$2.50	10%
16 oz Can - Monster Brands	\$3.50	10%

Beverage Provider may at any time decrease commissions by more than that percentage in the event of a substantial increase of a material component of Beverage Provider's cost of goods, manufacture or delivery. Beverage Provider shall notify District thirty (30) days in advance prior to the date any such substantial commission decrease takes effect. The annual commission decrease shall occur automatically.

Commissions are paid based upon cash collected, after deducting legally imposed taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any.

Commissions shall not be payable on any sales from vending machines not filled or serviced by Beverage Provider. Vend prices and packages shall be in effect for the current Agreement Year. There will be a vend rate increase of twenty-five cents (\$.25) in Agreement Year 3 and Agreement Year 5. In addition, Beverage Provider may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods, or to implement cash discounts. Commissions will be paid in arrears, on or about the 20th of each month with an accounting of all sales and monies.

(d) Other Consideration: Beverage Provider shall provide the following to the District:

- (i) Powerade Equipment. Each Agreement Year during the Term, Beverage Provider shall provide District with athletic equipment, including but not limited to, coolers, squeeze bottles and towels. The approximate annual retail value of athletic equipment will not exceed Five Hundred Dollars (\$500.00) in retail value for each Agreement Year, as determined in good faith by Beverage Provider.
- (ii) Complimentary Product. Each Agreement Year during the Term, Bottler shall provide District, upon District's request, complimentary Product of Beverage Provider's choosing, with an estimated retail value of up to One Thousand Dollars (\$1,000), as determined in good faith by Beverage Provider. In the event District does not request all complimentary Product by the end of each Agreement Year,

any remaining complimentary Product shall be retained by Beverage Provider with no further obligation to District.

- (iii) Marketing Fund. Each Agreement Year during the Term, Beverage Provider will establish a marketing fund in the maximum amount of Five Hundred Dollars (\$500) to be used to support promotional and marketing activities to promote the sale of Products at the concession locations on Campus (the "Marketing Fund"). Beverage Provider will hold, manage and administer this Marketing Fund. Any amounts remaining unused at the end of any such Agreement Years shall be retained by Beverage Provider with no further obligation to District.

#### 4. Grant of Beverage Availability and Beverage Merchandising Rights.

District hereby grants to Beverage Provider the following exclusive Beverage availability and merchandising rights:

(a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus. District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus. District agrees that District and all other persons serving Beverages on Campus, including without limitation Concessionaires, food service vendors, teams, and booster clubs, shall purchase all (100%) of their requirements for Products, Approved Cups and carbon dioxide from Beverage Provider. In particular, District shall cause each School administration to do the following:

- (i) Offer a selection of Beverage Provider's Products to comply with the following standard Beverage guidelines (the "Guidelines") at the Schools indicated below:

First, the Standards:

##### Elementary:

- bottled water, including carbonated (no size limit)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (8 oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (9 fl oz or less)
- No caffeine, except for trace amounts of naturally occurring.

##### Middle:

- same as elementary, except serving sizes for milk and 100% juice/diluted juice increase to 12 ounces
- No caffeine, except for trace amounts of naturally occurring.

##### High:

- plain bottled water, including carbonated (no size limited)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (12 fl oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (12 fl oz or less)
- Diet beverages up to 20 fl oz (defined as those that are labeled to contain less than 5 calories per 8 fl oz, or less than or equal to 10 calories per 20 fl oz)
- Mid-calorie beverages that are 40 calories or less per 8 fl oz, capped at 60 calories in a 12 fl oz portion size

- Caffeine Permitted

Products offered at the Schools in compliance with the Guidelines shown above shall be available during the regular and extended school day and at all locations in the Schools, except where not permitted by federal or state regulations. The extended school day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare/latchkey programs. District represents and warrants that current federal and state regulations permit the sale of Beverages in Schools at least in accordance with the above Guidelines;

(ii) Obtain Beverage vending services from Beverage Provider, which shall have the exclusive right to provide Beverage vending on Campus;

(iii) Offer juice Products, juice-containing Products and other Products in cafeteria lines of all Schools, if such Products meet state, and federal nutrition and procurement regulations and the above Guidelines;

(iv) Permit Beverage Provider to place a minimum of Six (6) Beverage vending machines and Sixteen (16) Beverage Coolers for Concessions in mutually agreed upon locations as required to meet Beverage availability needs on Campus;

(v) Permit Beverage Provider to place vending machines in all athletic facilities operated by the District, including the Stadium;

(vi) Except as otherwise limited by this Agreement, cause Products to be hawked in stands in Approved Cups and plastic bottles at all sporting events and during all events when any items of any make or description are hawked on the Campus.

(b) Beverage Merchandising Rights. Beverage Provider shall have the exclusive right to merchandise Beverages on Campus including the following specific rights:

(i) Trademarks for Products shall be prominently listed on the menu boards of all food refreshment outlets on Campus;

(ii) District shall ensure that all post-mix Beverages served or pre-mix Beverages served, sold or dispensed at concessions and for Team use (including Beverages sold, served or made available in locker rooms, sidelines and players' benches) shall be served in Approved Cups.

##### 5. Signage for Products.

Beverage Provider shall be entitled to signage locations as selected by Beverage Provider at the Schools and athletic facilities, including but not limited to advertising panels located on the Scoreboard. Such signage shall meet Beverage Provider's reasonable specifications as to design, construction, and general appearance. The location, size and appearance of any sign are subject to District approval, not to be unreasonably withheld. Without the express written consent of Beverage Provider, Beverage Provider's signage on the Campus shall not be altered, obscured in any way or draped at any time or for any reason by any person or entity, including any broadcaster. District shall maintain the Scoreboard, all signs and other promotional materials for Products in good order and repair. All lighted signs and panels promoting Products (including lighted concession advertising) shall be fully illuminated at all events on the Campus for

which any signs are illuminated. Beverage Provider shall have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Beverage Provider's cost and discretion, subject to District approval of content, not to be unreasonably withheld.

6. Competitive Products. During the entire Term and any renewal or extension thereof:

(a) No Competitive Products may be sold, dispensed or served anywhere on the Campus.

(b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus, including locker rooms, sidelines and players benches.

(c) No agreement or relationship will be entered into or maintained by District pursuant to which Competitive Products are associated in any manner with the Campus, Schools, Stadium, Teams and/or events at the Stadium in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Competitive Products and Campus, Schools, Stadium, Teams and/or events at the Stadium.

7. Pricing. During Agreement Year one, Beverage Provider agrees to offer District the pricing as set forth in **Exhibit A**. Such prices shall remain in effect until June 30, 2025. Thereafter, such prices will be subject to an annual increase of no more than Five percent (5%) over the previous Agreement Year's price, except in the event of an increase of a component of Beverage Provider's cost of goods, manufacture or delivery or increases in taxes, deposits and other government related fees, in which case Beverage Provider may increase prices to cover such increased costs. Annual price increases shall occur automatically on July 1<sup>st</sup>.

8. Concessionaires. If, during the Term, District elects to contract with a Concessionaire, District will cause Concessionaire to purchase from Beverage Provider all requirements for Products, Approved Cups, lids and carbon dioxide, as applicable. Such purchases will be made at prices and on terms set forth in Beverage Provider's existing agreement with such Concessionaire, if any. If no agreement exists between Concessionaire and Beverage Provider, such purchases will be made at prices and on terms set forth in this Agreement. District acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to District or a Concessionaire if such Concessionaire has an existing agreement with Beverage Provider. If such Concessionaire requires Beverage Provider to pay Concessionaire funding or to provide Products pursuant to prices under the separate agreement with Concessionaire, then District agrees that Beverage Provider may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Beverage Provider to District.

9. Equipment and Service.

(a) During the Term, Beverage Provider will loan to District all Beverage dispensing equipment ("**Equipment**") which is reasonably required in Beverage Provider's discretion to dispense Products at the Campus. District represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and District agrees to indemnify and hold harmless Beverage Provider from any damages arising out of defective electrical services.

(b) District agrees (i) it will execute documents evidencing Beverage Provider's ownership of the Equipment, (ii) upon request of Beverage Provider, District will execute Beverage Provider's Equipment Placement Agreement ("**BPEPA**"), however, if any of the terms of the BPEPA are in conflict with the terms of this Agreement, this Agreement will control, (iii) the Equipment may not be removed from the

Campus without Beverage Provider's written consent, (iv) District will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Beverage Provider for the Equipment, and (v) District will be responsible to Beverage Provider for any loss or damage to the Equipment, reasonable wear and tear excepted.

(c) Beverage Provider will provide District with reasonable, free service to its Equipment. All equipment service will be provided during normal business hours. Beverage Provider shall not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Beverage Provider. Beverage Provider shall not be liable for damages of any kind arising out of delays in rendering service.

10. Repayment of Funding. In the event of termination during the Term for any reason, District agrees to repay Beverage Provider pursuant to the terms of **Exhibit B** and not to claim that any of the amounts in **Exhibit B** constitute a penalty and to pay a pro rata refund of the costs of refurbishing and installing the Equipment. The parties further agree that, in the event of termination of the Agreement prior to the end of the Term, the District will pay any costs of court, attorneys' fees or related expenses incurred by Beverage Provider to enforce the terms of this Agreement.

11. Remedies for Loss of Rights.

(a) In addition to any other legal or equitable remedy, District will have the right to terminate this Agreement upon forty-five (45) days prior written notice to Beverage Provider at any time if:

(i) Beverage Provider fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in this Section 11(a); or

(ii) Beverage Provider breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 11(a).

(b) In addition to any other legal or equitable remedy, Beverage Provider will have the right to terminate this Agreement upon forty-five (45) days prior written notice to District at any time if:

(i) District breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 11(b); or

(ii) District's right to convey the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of one hundred twenty (120) days or more.

(c) Upon termination of this Agreement for any reason, except as set forth in Section 11(a), District shall pay to Beverage Provider the repayment terms set forth in **Exhibit B** and a pro rata refund of the costs of refurbishing and installing the Equipment.

(d) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Beverage Provider may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of District.

(e) If (i) any of the rights granted to Beverage Provider herein are materially restricted or limited during the Term or (ii) if there is a closing of any material component of the Campus, or (iii) a Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season, (iv) the average daily census for students on Campus for in-person classes, which District will report to Beverage Provider no later than thirty (30) days after the end of each semester, declines below 90% of the average on Campus, in-person enrollment from Fall 2019, (v) the standard school year is shortened; or (vi) government or other regulation limits or prohibits the availability of Beverages as outlined in Section 4; (whether or not due to a cause beyond the reasonable control of District including a strike or other work stoppage), then in addition to any other remedies available to Beverage Provider, Beverage Provider may elect, at its option, to adjust the Sponsorship Funding to be paid to District for the then remaining portion of the Term (and District shall pay to Beverage Provider as required by **Exhibit B** and a pro rata refund of the costs of refurbishing and installing the Equipment), or to extend the Term of this Agreement, to reflect the diminution of the value of rights granted hereunder to Beverage Provider. In the event Beverage Provider elects to exercise its right to such adjustment and refund, District may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Beverage Provider of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Beverage Provider may exercise the right of termination described in Section 11(b) above.

(f) Beverage Provider shall have the right to withhold and not pay further Sponsorship Funding or any other amounts which may become payable to District pursuant to this Agreement if: (i) District has failed to perform its obligations hereunder, (ii) Beverage Provider's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

12. Notices. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Beverage Provider:

Coca-Cola Southwest Beverages LLC  
600 N May Ave  
Oklahoma City, OK 73107  
Attention: Hector Amaya

with a copy to:

Coca-Cola Southwest Beverages LLC  
Two Lincoln Centre  
5420 Lyndon B. Johnson Freeway, Suite 800  
Dallas, TX 75240  
Attention: General Counsel

If to District:

Stillwater Public Schools  
314 S Lewis Ave  
Stillwater, OK 74074  
Attention: Superintendent

## TERMS AND CONDITIONS

### Representations, Warranties and Covenants

(a) Representations, Warranties and Covenants of District. District represents, warrants and covenants to Beverage Provider as follows:

(i) District Authority. District has full power and authority to enter into this Agreement and to grant and convey to Beverage Provider the rights set forth herein.

(ii) District Binding Obligation. All necessary approvals for the execution, delivery and performance of this Agreement by District have been obtained, and this Agreement has been duly executed and delivered by District and constitutes the legal and binding obligation of District enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. District has not entered into, and during the Term of this Agreement, will not enter into (a) any other agreements (including agreements with any broadcaster or any other Beverage providers of the Campus, Schools, Stadium and/or the Teams) which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising that are inconsistent with the rights granted to Beverage Provider pursuant to this Agreement, including any agreements with Concessionaires or third party food service operators, vending companies, boosters, parents and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food (including agreements with broadcasters or other Beverage Providers of the Campus, Schools, Stadium and/or the Teams). District further covenants that it will require compliance with the relevant provisions of this Agreement by third party food service operators, vending companies, Concessionaires, boosters, parent and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food on the Campus, or which sponsor events on the Campus.

(b) Representations and Warranties and Covenants of Beverage Provider. Beverage Provider hereby represents, warrants and covenants as follows:

(i) Authority. Beverage Provider has full power and authority to enter into and perform this Agreement.

(ii) Binding Agreement. All necessary approvals for the execution, delivery and performance of this Agreement by Beverage Provider, have been obtained, and this Agreement has been duly executed and delivered by Beverage Provider, and constitutes the legal and binding obligation of Beverage Provider, enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. Beverage Provider has not entered into and during the Term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

© General. Each of the parties hereto agree that the representations, warranties and covenants contained herein shall survive the execution and delivery, and if appropriate the termination, of this Agreement.

Assignment. District may not assign this Agreement without the prior written consent of Beverage Provider. Beverage Provider may assign all or part of its rights and obligations under this Agreement to any licensed bottler of The Coca-Cola Company ("Company"), Company or any of Company's subsidiaries.

Claims. In no event will Beverage Provider accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement ("Claims") more than one (1) year from the date of invoice or the date of funding or consideration, as applicable. In order to present Claims within forty-five (45) days of the date of invoice, commission report, check or other applicable documentation, District shall provide Beverage Provider a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. In order to present Claims later than forty-five (45) days from the date of invoice (but not more than one (1) year from the date of invoice), District shall provide to the Beverage Provider a request as specified above, and, in addition, submit true copies of any check remittances, and any other relevant documentation showing proof of Claim. Beverage Provider will review each Claim in good faith and provide responses to each properly-made Claim. Beverage Provider will work directly with the District to resolve any Claims or audit issues, but will not interact with third-party auditors or contractors. Any audits requested by District shall take place during normal business hours and shall be conducted at Beverage Provider's place of business.

Modifications. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Agreement may be amended only in writing signed by each of the parties hereto.

Relationship of Parties. The parties are acting herein as independent contractors and independent employees. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

Retention of Rights. District shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company, nor shall this Agreement give District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Applicable Law. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

Jury Waiver. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

Captions. The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

Entire Agreement. This Agreement shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, Agreements, promises or statements, either oral or written, by and between either party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date last below written.

**Beverage Provider:**

By: Kimberly Adler  
Kimberly Adler (Aug 1, 2024 16:09 CDT)

Printed Name: Kimberly Adler

Title: Director Food Service & On-Premise

Date: 08/01/2024

**District:**

By: Marshall A Baker

Printed Name: Marshall Baker

Title: Board President

Date: 8-13-24

## EXHIBIT A

### Pricing Schedule\*

Package	Units Per	Price Y1
20 oz PET - KO CSD	24	\$34.32
20 oz PET - Dasani	24	\$22.80
20 oz PET - Smartwater	24	\$33.60
20 oz PET - Powerade	24	\$30.48
16 oz PET - BodyArmor	12	\$20.16
18.5 oz PET - Gold Peak	12	\$21.82
23 oz CAN - Peace Tea	12	\$13.68
20 oz PET - Vitaminwater	12	\$19.32
14 oz PET - YUP	12	\$19.56
14 oz PET - Core Power	12	\$33.48
16 oz Can - Monster Brands	24	\$42.72

\*All prices are exclusive of taxes, deposits, handling fees and recycling fees.

## EXHIBIT B

### Repayment Terms

In the event of termination during any Agreement Year of the Term, District shall pay the following to Beverage Provider:

Month in which termination occurs during any Agreement Year	Amount due Beverage Provider
first month of any Agreement Year	\$3,000.00
second month	\$2,750.00
third month	\$2,500.00
fourth month	\$2,250.00
fifth month	\$2,000.00
sixth month	\$1,750.00
seventh month	\$1,500.00
eighth month	\$1,250.00
Ninth month	\$1,000.00
Tenth month	\$750.00
eleventh month	\$500.00
twelfth month	\$250.00

These figures assume that the Agreement Year payment has been made for the Agreement Year in question. If no payment has been made, nothing shall be payable to Beverage Provider pursuant to this Exhibit B.

# Stillwater Public Schools Coca-Cola Contract for Signature 07-24-24

Final Audit Report

2024-08-01

Created:	2024-07-31
By:	Beatriz Rodriguez (rodriguezbeatriz@cocacolaswb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5od5sSqUBs_wJHbjBINiAg-WQ399YW2d

## "Stillwater Public Schools Coca-Cola Contract for Signature 07-24-24" History

-  Document created by Beatriz Rodriguez (rodriguezbeatriz@cocacolaswb.com)  
2024-07-31 - 3:33:42 PM GMT
-  Document emailed to kimberly.adler@cocacolaswb.com for signature  
2024-07-31 - 3:33:47 PM GMT
-  Email viewed by kimberly.adler@cocacolaswb.com  
2024-08-01 - 9:09:13 PM GMT
-  Signer kimberly.adler@cocacolaswb.com entered name at signing as Kimberly Adler  
2024-08-01 - 9:09:48 PM GMT
-  Document e-signed by Kimberly Adler (kimberly.adler@cocacolaswb.com)  
Signature Date: 2024-08-01 - 9:09:50 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-01 - 9:09:50 PM GMT



**AGREEMENT FOR  
ARBITRAGE REBATE COMPLIANCE SERVICES  
BETWEEN  
INDEPENDENT SCHOOL DISTRICT NUMBER 16, PAYNE COUNTY, OKLAHOMA  
(STILLWATER BOARD OF EDUCATION)  
(Hereinafter Referred to as the “ISSUER”)  
AND  
HILLTOP SECURITIES ASSET MANAGEMENT, LLC  
(Hereinafter Referred to as “HSAM”)**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the “*Obligations*” or “*Bonds*”), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the “*Arbitrage Amount*”) from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the “*Code*”). For purposes of this Agreement, the term “Arbitrage Amount” includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

If it is accepted by the Issuer, this shall become the agreement (the “*Agreement*”) between the Issuer and HSAM and will become effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

**Covenants of Hilltop Securities Asset Management**

2. HSAM agrees to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. HSAM agrees to perform the following duties in connection with providing arbitrage rebate compliance services:
  - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
  - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
  - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain Issuer records and work product pursuant to its own internal document retention policy.

## **Covenants of the Issuer**

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
  - a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.
  - b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
  - c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of the Initial Agreement with the Issuer, even if the error is discovered after the date of HSAM's engagement.

## **No Coordination with Private Activity Regulations**

6. The purpose of HSAM's engagement is to determine the Arbitrage Amount pursuant to Section 148(f)(2) of the Code. Sections 141-147 of the Code and the related Treasury Regulations set forth requirements with respect to the amount of obligation proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of obligation proceeds for purposes of computing the Arbitrage Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Obligations.
7. For purposes of calculating the Arbitrage Amount, our calculations assume that the allocation of the expenditures of Obligation proceeds as provided to us are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of this engagement does not include procedures to analyze the private use limitations associated with the Obligations.

## **Obligations Issued Subsequent to Initial Agreement**

8. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
  - a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to HSAM

with regard to a particular Obligation, HSAM shall have no obligation to provide any services hereunder with respect to such Obligation.

- b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

### **Effective Date of Agreement**

- 9. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement expires or is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer, provided that such records have not been destroyed pursuant to HSAM's internal document retention policy. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed, or performed.

### **Acceptance of Agreement**

- 10. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the receipt by the Issuer. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

### **Counterpart Signatures**

- 11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.

### **Governing Law**

- 12. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its principles of conflicts of laws.

### **Acceptance**

- 13. Acceptance will be indicated by returning one executed copy to HSAM. An electronic version is acceptable. HSAM will then execute the Agreement and return a fully executed electronic version of the Agreement to the Issuer.

Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By \_\_\_\_\_

Brian Helming, Managing Director

Date \_\_\_\_\_

**ISSUER'S ACCEPTANCE CLAUSE**

The above and foregoing is hereby in all things accepted and approved by:

\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Authorized Representative

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

**APPENDIX A - FEES**

The Obligations to be covered initially under this Agreement include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this Agreement shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM's fee for arbitrage rebate services is based upon a fixed Calculation Period fee per issue. The Calculation Period fee is charged based upon the number of Calculation Periods that proceeds exist subject to rebate from the delivery date of the issue to the Calculation Date.

HSAM's fees are payable upon delivery of the report. The first report will be made following one Calculation Period from the date of delivery of the Obligations and on each Calculation Date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Calculation Period shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this Agreement shall be based on the table below.

**Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, HSAM passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.**

<b>Description</b>	<b>FEE</b>
<b><i>ANNUAL CALCULATION PERIOD FEE</i></b>	<b>\$1,400</b>
<b><i>COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:</i></b>	
<ul style="list-style-type: none"> <li>• Commingled Funds Analysis &amp; Calculations</li> <li>• Spending Exception Analysis &amp; Calculations</li> <li>• Yield Restriction Analysis &amp; Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.)</li> <li>• Parity Reserve Fund Allocations</li> <li>• Transferred Proceeds Calculations</li> <li>• Universal Cap Calculations</li> <li>• Debt Service Fund Calculations (including earnings test when required)</li> <li>• Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment</li> <li>• Retention of Records Provided for Arbitrage Computations</li> <li>• IRS Audit Assistance</li> <li>• Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule</li> <li>• On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items</li> </ul>	<b>INCLUDED</b>
<b><i>OTHER SERVICES AVAILABLE:</i></b>	
<b>IRS Refund Request</b> – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	<b>\$3,000</b>

## EXPLANATION OF TERMS:

- a. **Bond Year:** A “Bond Year” is each 1-year period selected by the issuer. The first and last bond years may be short periods. If no bond year is selected, bonds years will end on each anniversary date of the issue and at final maturity.
- b. **Computation Date:** A “Computation Date” is a five bond year period no longer than five years after the issue date. Subsequent Computation Dates will be for a period not later than 5 years after the previous Computation Date and at final maturity of the issue.
- c. **Calculation Period:** A “Calculation Period” represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year periods thereafter. Therefore, if a calculation is required that covers more than one Calculation Period, the Calculation Period fee is multiplied by the number of periods contained in the calculation being performed. If a calculation includes a portion of a Calculation Period, i.e., if the calculation includes 1 ½ Calculation Periods, then the base fee will be multiplied by 1.5.
- d. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- e. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a “bond year” basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- f. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be “carved out” for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted “safe-harbor” methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. HSAM uses one of the applicable safe-harbor methods when doing these calculations.
- g. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the “Reserve Fund”) into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- h. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, “bona fide” (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer’s tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. HSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- i. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is “bona fide.” For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an “earnings test” be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.

- j. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to “transferred proceeds” calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially “adopts” the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.
- k. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it’s possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a “de-allocation” of proceeds may be required to comply with the limitation rules outlined in the regulations.
- l. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a “temporary period,” during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.

May 5, 2025

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the INDEPENDENT SCHOOL DISTRICT NUMBER 16, PAYNE COUNTY, OKLAHOMA (Stillwater Board of Education), Stillwater, Oklahoma (the “Client”).

The Client desires to engage MFSOK and agrees as follows:

### ***I. Scope of Services.***

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s new and outstanding debt obligations, including general obligation bonds and lease financings (the “Issues”). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

#### **A. New Issue and Refunding of Existing Client Issues**

1. Assist Client with bond planning that includes compliance with Oklahoma Constitutional Debt Cap and Client's mill levy target.
2. Evaluate options or alternatives with respect to the proposed new Issue.
3. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
4. Review recommendations made by other parties to the Client.
5. Assist Client in preparing a plan of finance.
6. Advise Client on structure, terms and timing of the proposed new Issue.
7. Prepare financing schedule.
8. Attend meetings as requested by the Client.
9. Assist the Client in preparation of their notices of sale, instructions to bidders, or official statements, as appropriate.
10. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
11. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
12. Coordinate closing of the new Issue with Client and other parties.
13. Review Client's Estimate of Needs to be submitted to County.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

**II. Compensation and Reimbursements**

- A. General Obligation Bonds. MFSOK shall be paid at the time of closing a fee calculated as follows:  
½ of 1% of the par amount of each series of bonds issued  
Minimum fee: \$17,500.00 for each series of bonds
- B. Lease Purchase Transactions. MFSOK shall be paid at the time of closing a fee calculated as follows:  
½ of 1% of the Lease Purchase Note Amount  
Minimum fee: \$17,500.00
- C. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.
- D. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.
- E. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

**III. Term and Termination**

- A. Term of Agreement. Unless otherwise terminated as provided herein, this Agreement shall be in force and effect for Fiscal Year Ending June 30, 2026, and may be renewed for successive fiscal years beginning July 1 and ending June 30 upon mutual consent of both parties.
- B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

***IV. Successors and Assigns***

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

***V. Municipal Advisor Registration and Acknowledgement***

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Within the MSRB website at [www.msrb.org](http://www.msrb.org), the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

***VI. Conflict of Interest Statement***

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

***VII. Legal Events and Disciplinary History***

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP

section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

### ***VIII. Fiduciary Duty***

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

#### Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
  - a. any advice provided to or on behalf of the Client;
  - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
  - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

#### Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

***IX. Recommendations***

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

***X. Record Retention***

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

***Notices***

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

**MFSOK:**

Municipal Finance Services, Inc.  
Attn: Jon Wolff, President  
P.O. Box 747  
Edmond, OK 73083-0747

**CLIENT:**

Independent School District Number 16  
Payne County, Oklahoma  
Attn: Michael Arnold, Chief Financial Officer  
314 South Lewis  
Stillwater, OK 74074

**Acceptance**

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on June 10, 2025, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: Jerica M. Dawson  
Jerica M. Dawson, Vice President

INDEPENDENT SCHOOL DISTRICT NUMBER 16  
PAYNE COUNTY, OKLAHOMA (STILLWATER  
BOARD OF EDUCATION)

By: \_\_\_\_\_  
Title: President, Board of Education

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education

(SEAL)

## Board of Directors

May 27, 2025

Terry Davidson,  
Chairman  
*Finance Director:*  
*Comanche Schools*

Tyler Bridges  
Stillwater Public Schools  
314 S. Lewis  
Stillwater, OK 74074

Sherry Durkee,  
Vice Chairman  
*Superintendent:*  
*Sand Springs*  
*Schools*

RE: Membership Proposal Effective 07/01/2025

Dr. John Cox,  
Treasurer  
*Superintendent:*  
*Peggs Schools*

Dear Tyler Bridges:

We are very pleased to provide you with the attached proposal for insurance coverages with Oklahoma Schools Insurance Group (OSIG).

Shelley Free,  
Secretary  
*Superintendent:*  
*Kiamichi Technology*  
*Center*

OSIG is not a conventional insurance program. We are a public entity in the state of Oklahoma formed by an Interlocal Agreement and made up of member public school districts. Our organization is non-profit, **member owned** and controlled by a board of your peers. Our sole mission is to serve our member schools. Our promise is to provide quality insurance coverage and superior service at stable pricing. We are pleased that 539 school districts are members of OSIG. Our membership is strong and committed.

Jeremy Hogan,  
Member  
*Superintendent:*  
*Collinsville Schools*

OSIG's financial position is excellent. Our organization is continuously growing, improving and looking for new ways to serve Oklahoma schools. The group purchasing power of OSIG and a non-profit structure provides competitive insurance rates even in tough financial times.

Jeff Daugherty,  
Member  
*Superintendent:*  
*Merritt Schools*

**Included in this proposal is information on OSIG's financial condition and summaries of enhanced coverages that only OSIG provides.**

Jason Lindley,  
Member  
*Superintendent:*  
*Hartshorne Schools*

For the 07/01/2025 to 7/1/2026 plan year, we are requiring the resolution to be signed by the member's Board of Education and returned to OSIG before close of business June 27, 2025 in order to bind coverage effective July 1, 2025. **Coverage will not be bound if resolution is not received by June 27, 2025.**

Laura Sprouse,  
Member  
*Select Actuarial*  
*Services*

Loss control, risk management services and specialized insurance coverages included in OSIG program are:

Steve Moyer,  
Member  
*Shelter Insurance*

- Enhanced Property and Liability Coverage
- Cyber Liability, Crime, Pollution, School Violent Acts Protection
- Online training in many different areas for your school employees
- Loss Control Site Surveys/Safety Inspections
- Member Only Risk Management Library at [osig.org](http://osig.org)
- StopIt Anonymous Incident Reporting mobile and web app

## Executive Director

Rick Thomas

Sincerely,  
OSIG Program Administration

Stillwater Public Schools  
 314 S. Lewis  
 Stillwater , OK 74074

This is not an invoice.

### Breakdown of Insurance Cost

Annual Premium Breakdown

Property:	\$1,283,446
Boiler & Machinery:	\$6,104
Auto Physical Dmg:	\$12,562
General Liability:	\$37,502
Auto Liability:	\$49,986
Educators Legal:	\$37,504
Excess Liability:	\$24,804
<b>Total Annual:</b>	<b>\$1,451,908</b>

A 25% minimum earned premium applies.

Your historical billed premiums, total insured values and loss information are shown in the charts below.

Year	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Total Values	\$277,784,149	\$278,574,333	\$290,499,807	\$374,779,257	\$366,505,449	\$373,589,056
Premium	\$585,111	\$688,491	\$853,883	\$1,005,582	\$1,495,942	\$1,586,400
Distribution	\$24,048	\$0	\$0	\$0	\$0	\$0

Number of Claims:	Insurance Cost Paid to OSIG (incl Endts):	Incurred Claims:	Loss Ratio:
76	\$6,207,111	\$5,246,044	84.52%

Your losses are considered in the calculation of the cost of your insurance. Your dedication to maintaining your property and providing safe campuses for your students and community will result in savings in the cost of your insurance.

### Payment Terms

Payment of the insurance cost is due the effective date of your coverage. **A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available.** A three (3) payment plan option is available.

- Installment #1    1/3 of total    due 7/1/25
- Installment #2    1/3 of total    due 8/1/25
- Installment #3    1/3 of total    due 9/1/25

## Coverages

OSIG provides a full range of property and liability coverages with the exception of workers compensation. Crime and Cyber Liability coverages are included in pool limits.

### Property

- Full Replacement Cost - Except Roofs over 15 years old and Autos, Contractors Equipment & Debris Removal Only adjusted at ACV or buildings designated as ACV or \*stated value
- No Coinsurance Clause
- Exclusion - Cosmetic loss to metal roof coverings caused by hail
- Real And Personal Property- Limit Per Occurrence \$1,500,000,000
- Building - Margin Clause 125% of scheduled limits per statement of value
- Business Personal Property - blanket coverage per statement of values including:
  - Electronic Data Processing Equipment, and Media
  - Accounts Receivable
  - Valuable Papers
  - Fine Arts
  - Miscellaneous Property
  - Miscellaneous Unnamed / Undescribed Property
  - Builder's Risk
    - \*Note All Builder's Risk projects must be reported to OSIG - Frame projects are subject to approval
  - Outdoor Property - covered all perils
  - Extra Expense
  - Business Income including Rental Income and Tuition Income
  - Ordinance or Law including Increased Cost of Construction and Demolition
  - Contractor's Equipment Coverage
  - Debris Removal Coverage
  - Covered Property In Transit
  - Personal Property of Others/Officers/Employees
  - Off Premises Services Interruption including Extra Expense
  - Vehicle Damage
- Newly Acquired Property Coverage - newly acquired property should be reported to OSIG within 30 days of acquisition \$25,000,000
- Earthquake, Volcanic Eruption- Aggregate Any One Policy Year \$10,000,000
- Flood- Aggregate Any One Policy Year \$25,000,000  
\*Note Flood Zones A and V are excluded
- Terrorism \$500,000,000
- Pollution Liability included
- Boiler And Machinery Coverage- Any One Occurrence \$200,000,000

Please refer to the attached property and automobile schedules for your school district's limits of insurance for Building, Contents, Extra Expense, Miscellaneous Property, EDP, Earthquake, Flood and Automobile Physical Damage coverage.

### Deductibles Optional increased deductible quotations are available upon request.

- \$100,000 Property Deductible Per Occurrence
- \$100,000 Property Deductible Per Occurrence- Windstorm / Hail
- \$1,000 Boiler / Machinery Deductible per Occurrence
- \$10,000 Terrorism Deductible Per Occurrence
- \$50,000 Flood, Earthquake and Pollution

## General Liability

- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury, Property Damage And Personal / Advertising Injury
- Premises / Operations And Products / Completed Operations
- Miscellaneous Medical Professional to Include School Nurses, Student Nurses, Counselors and Allied Health Programs
- Insureds Include District, Board Members, Employees, Student Teachers, And Volunteers
- No Exclusions for Corporal Punishment or Sexual Misconduct
- No Deductible
- PTA/PTO's included for coverage if funds flow through school's books.

## School Board Legal Liability

- Claims-Made Form
- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Errors And Omissions Liability including Educational Errors And Omissions
- Employment Practices Liability
- Insureds Include District, Board Members, Employees, Student Teachers, and Volunteers
- \*Unlimited Prior Acts / No retroactive date included
- \$25,000 legal costs for IEP administrative hearings
- \$5,000 Deductible
- \*Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

## Employee Benefit Liability

- Claims Made Form
- Unlimited Prior Acts / No retroactive date included
- \*Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

## Automobile Liability

- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury And Property Damage
- Includes Hired and Non-Owned Exposures
- Insureds Include District, Board Members, Employees, Student Teachers, and Volunteers
- Coverage included for garage liability and garage keepers legal liability.
- \$1,000 Auto Property Damage Deductible
- No charge for vehicles added/deleted during the policy term. Vehicle changes must be reported to OSIG.

## Oklahoma Uninsured Motorist Coverage

- \$25,000 per covered party
- \$50,000 per accident

## Automobile Physical Damage

- Actual Cash Value
- \$1,000 Deductible
- Vehicle additions / deletions / changes must be reported to OSIG

- No charge for vehicles added/deleted during the policy term.
- Please refer to the attached schedule of vehicles.

## Crime

- \$10,000 Limit Per Occurrence / Per District
- Employee Dishonesty
- Premises Money And Securities
- Transit Money And Securities
- \$1,000 Deductible

## Cyber Liability

- Claims-Made Form
- Retro date - first effective date with OSIG
- Liability
  - \$2,000,000 Annual Aggregate Limit for Data and Network Liability
  - \$2,000,000 Annual Aggregate for Regulatory Defense and Penalties
  - \$2,000,000 Annual Aggregate for Payment Card Liability and Costs
  - \$2,000,000 Annual Aggregate for Media Liability
- Breach Response Cost
  - \$500,000 Annual Aggregate for Breach Response Cost
- First Party
  - \$750,000 Annual Aggregate for Cyber Extortion Loss
  - \$750,000 Annual Aggregate for Data Recovery Costs
  - \$750,000 Annual Aggregate for Business Interruption Resulting in Security Breach
  - \$500,000 Annual Aggregate for Business Interruption Resulting in System Failure
  - \$750,000 Annual Aggregate for Dependent Business Interruption Resulting in Security Breach
  - \$100,000 Annual Aggregate for Dependent Business Interruption Resulting in System Failure
- eCRIME
  - \$75,000 Annual Aggregate for Fraudulent Instruction
  - \$75,000 Annual Aggregate for Funds Transfer Fraud
  - \$75,000 Annual Aggregate for Telephone Fraud
- Coverage Endorsements
  - \$100,000 Annual Aggregate for Reputation Loss
  - \$50,000 Annual Aggregate for Claims Preparation Costs for Reputation Loss Claims Only
  - \$100,000 Annual Aggregate for Computer Hardware Replacement Costs
  - \$100,000 Annual Aggregate for Invoice Manipulation
  - \$25,000 Annual Aggregate for Cryptjacking
- \$10,000 Deductible

## Excess Cyber Coverage

- \$2,000,000 limit
- \$5,000,000 annual aggregate

**\* Note, to access full first-party and full liability limits of the Cyber and Excess Cyber coverages, members must have:**

- Multi-Factor Authentication (MFA) for all remote access
- Enterprise-wide Endpoint Protection Platform (EPP)
- Without these controls, first-party sublimits are reduced to \$100,000 per coverage, and liability limits for Data Network, Regulatory Defense, Payment Card, and Media Liability are reduced to \$1,000,000 per member.

## Deadly Weapon Protection

- Claims Made Form
- \$500,000 Limit Per Occurrence
- \$2,500,000 Annual Aggregate
- \$10,000 Deductible
- Must notify OSIG within 90 days of receiving notice of a covered accident

## Excess Liability

- Excess Primary Limits \$4,000,000
- Follow Form Underlying - Excluding Employers Liability

Note: Per Occurrence Limits are shared limits except as otherwise indicated.

This coverage form is an outline of the coverages provided through OSIG. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual plan language.

## Property Schedule

Report Printed: 05/27/2025 07:30 pm

### Stillwater Public Schools

Location	Occupied As	Bldg Value	Contents Val
1211 N Washington	Fence	\$61,050	\$0
1211 N Washington	Flagpole	\$3,851	\$0
1211 N Washington	Marquee Sign	\$7,395	\$0
1211 N Washington	Playground	\$53,931	\$0
1211 N Washington	S/B 45 lights	\$66,950	\$0
1211 N Washington	Will Rogers Elementary (ID: 10)	\$24,153,377	\$3,055,228
1224 N Husband	Artificial Turf @ Football field	\$1,221,881	
1224 N Husband	City Gym (ID: 21)	\$6,449,455	\$644,946
1224 N Husband	DRO-HS-Art Building (ID: 22)	\$50,000	\$0
1224 N Husband	DRO-Portable Building	\$8,000	\$0
1224 N Husband	DRO-Portable Building	\$8,000	\$0
1224 N Husband	Football & Cheer Locker Room (ID: 15)	\$2,464,701	\$406,297
1224 N Husband	Gym (West) (ID: 14)	\$2,054,773	\$339,338
1224 N Husband	High School Main Building (ID: 18)	\$29,617,386	\$4,181,201
1224 N Husband	HS Fieldhouse (ID: 20)	\$15,862,851	\$2,005,715
1224 N Husband	Lights & Poles @ Pioneer Stadium	\$832,083	
1224 N Husband	Multi Purpose Building	\$1,421,073	\$222,466
1224 N Husband	Multipurpose Facility-Track System	\$761,938	\$76,194
1224 N Husband	Parking Lot Lights	\$92,451	
1224 N Husband	Performing Arts Center (ID:17)	\$24,865,074	\$3,366,875
1224 N Husband	Pioneer Stadium (ID: 16)	\$14,377,763	\$5,629,230
1224 N Husband	Pioneer Stadium Fencing	\$72,903	\$0
1224 N Husband	Wrestling Gym (ID: 13)	\$1,522,528	\$252,528
1402 E Sunrise	Fence	\$14,792	
1402 E Sunrise	Light Poles	\$12,940	
1402 E Sunrise	Marquee Sign	\$8,552	
1402 E Sunrise	Playground	\$53,931	
1402 E Sunrise	Skyline Elementary (ID: 6)	\$19,794,203	\$2,370,686
148 N Dury	Greenhouse (ID: 35) (No Contents)	\$140,234	\$0
148 N Dury	Husbandry/Show Barn (ID: 37)	\$1,583,704	\$158,371
148 N Dury	Vo-Ag Classrooms (ID: 36)	\$593,933	\$59,393
148 N Dury	Vo-Ag Facility (ID: 34)	\$4,542,209	\$454,221
1900 N. Skyline	Concession Stand	\$110,316	\$9,559
1900 N. Skyline	Football Bleachers	\$86,291	
1900 N. Skyline	Football Lights & Poles	\$120,195	
1900 N. Skyline	Football Scoreboard	\$9,165	
1900 N. Skyline	Junior High (ID: 4)	\$32,767,380	\$3,276,738
1900 N. Skyline	Junior High Field House (ID: 5)	\$1,176,461	\$196,730
1900 N. Skyline	Marquee Sign	\$7,401	
1900 N. Skyline	Track & Field Improvements & Aux Structures	\$2,311,345	\$234,409
201 W. Richmond	Fence	\$14,792	
201 W. Richmond	Flagpole	\$3,851	
201 W. Richmond	Light Poles	\$9,245	
201 W. Richmond	Marquee Sign	\$7,395	
201 W. Richmond	Playground	\$127,462	
201 W. Richmond	Richmond Elementary Building (ID: 8)	\$13,024,202	\$1,333,210
201 W. Richmond	Shade Shelter (2)	\$7,356	
215 E. 12th St	Fence	\$18,493	
215 E. 12th St	Lincoln Academy (ID: 2)	\$4,826,096	\$801,935
215 E. 12th St	Lincoln Academy Flag Pole	\$3,037	\$0
2200 S Sangre Road	Flagpole	\$3,851	
2200 S Sangre Road	Light Poles	\$36,982	

# Stillwater Public Schools

Location	Occupied As	Bldg Value	Contents Val
2200 S Sangre Road	Marquee Sign	\$7,395	
2200 S Sangre Road	Middle School (ID: 3)	\$31,994,571	\$3,199,457
2200 S Sangre Road	Middle School Gym	\$2,375,098	\$311,509
2500 S Sangre Rd	Baseball Backstop	\$5,392	
2500 S Sangre Rd	Fence	\$14,792	
2500 S Sangre Rd	Flagpole	\$3,851	
2500 S Sangre Rd	Gazebo	\$4,622	
2500 S Sangre Rd	Light Poles	\$9,245	
2500 S Sangre Rd	Marquee Sign	\$7,395	
2500 S Sangre Rd	Playground Turf & Equipment	\$103,000	
2500 S Sangre Rd	Sangre Ridge Elementary School (ID: 7)	\$21,347,792	\$2,134,779
310 S Drury	DRO-Science Classrooms/Nature Trail (ID: 23) (No Contents)	\$20,000	\$0
314 S. Lewis	Administration Center (ID: 1)	\$4,987,497	\$498,750
314 S. Lewis	Flagpole	\$3,851	
314 S. Lewis	Parking Lot Lights (8)	\$32,544	
400 S Drury	Highland Park Elementary (ID: 24)	\$25,869,480	\$3,385,532
400 S Drury	Flagpole	\$2,821	
400 S Drury	Parking Lot Lights (19)	\$33,844	
400 S Drury	Playground (2)	\$63,457	
410 W Franklin	Liability Only	\$0	\$0
5005 N Perkins Roa	Maintenance, Technology, & Transportation Dept (ID: 38)	\$5,605,279	\$783,618
5005-5021 N Perkin	Flagpole	\$2,821	
5005-5021 N Perkin	Maintenance, Technology, & Transportation Dept (ID: 12)	\$5,384,300	\$624,276
5005-5021 N Perkin	Parking Lot Lights (4)	\$6,768	
502 S Kings St	Fence	\$9,245	
502 S Kings St	Flagpole	\$3,851	
502 S Kings St	Marquee Sign	\$7,395	
502 S Kings St	Open Pavillion (2)	\$27,890	
502 S Kings St	Playground (2)	\$419,123	\$0
502 S Kings St	Westwood Elementary (ID: 11)	\$22,924,975	\$2,292,498
800 E Alcott	Infield Synthetic Turf	\$768,946	\$0
800 E Alcott	Infield Synthetic Turf Softball	\$309,994	\$0
802 E Alcott	Entry Gate	\$5,787	\$0
802 E Alcott	Fencing	\$17,358	\$0
808 E Alcott	Baseball Field Bleachers	\$29,280	
808 E Alcott	Baseball Field Lights & Poles	\$120,195	
808 E Alcott	Baseball Field Scoreboard	\$27,737	
808 E Alcott	Dugouts w/Fencing	\$77,043	
808 E Alcott	Fence	\$73,708	
808 E Alcott	Press Box	\$77,043	\$15,633
808 E Alcott	Restroom/Dressing Rooms	\$154,091	\$31,273
808 E Alcott	Restrooms/Press Box	\$18,490	\$3,274
808 E Alcott	Scoreboard	\$23,114	
808 E Alcott	Softball Field Bleachers	\$23,144	
808 E Alcott	Softball Field Lights & Poles	\$463,500	
808 E Alcott	Softball Field Scoreboard	\$18,493	
N. Boomer & W. Fra	308 Franklin (ID: 9) (Liability Only)	\$0	\$0
		<u>\$330,931,445</u>	<u>\$42,355,869</u>

Floater Limi \$2,717,400  
 EDP Limit: \$2,000,000  
 Extra Expense Limit \$1,000,000

Auto Values: \$3,709,766  
 Total Values: \$382,714,480

## Auto Schedule

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### Stillwater Public Schools

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
1	2007	International	School Bus	65	4DRBUAFN37B485444	\$25,000
2	2007	International	School Bus	65	4DRBUAFN87B485441	\$25,000
3	2007	International	School Bus	65	4DRBUAFN67B485440	\$25,000
4	2006	Bluebird	School Bus	46	1BABNBKA16F235728	\$30,000
5	2007	Chevy	Truck		3GCEC14V37G165426	\$5,000
6	2007	Chevy	Truck		3GCEC14V57G163807	\$5,000
7	2007	Chevy	Truck		3GCEC14V57G163158	\$5,000
8	2007	Chevy	Cargo Van	4	1GCFG15T271113807	\$5,000
9	2007	Chevy	Truck		1GCHC24U27E126814	\$5,000
10	2007	Chevy	Truck		1GCHC24U77E128199	\$5,000
11	2007	Chevy	Truck		1GBJC34U67E130473	\$5,000
12	2008	Ford	Expedition	8	1FMFK155X8LA51171	\$5,000
13	2009	International	School Bus	65	4DRBUSKN29B696908	\$25,000
14	2013	Chevy	Impala		2G1WF5E37D1157648	\$5,000
15	2013	Ford	Expedition	8	1FMJK1F5XDEF09220	\$12,000
16	2009	International	School Bus	16	4DRAPSKK49B696904	\$25,000
17	2014	Ford	E150 Cargo Van	4	1FTNE1EW5EDA03941	\$15,000
18	2014	Ford	E150 Cargo Van	4	1FTNE1EW7EDA03942	\$15,000
19	2014	Ford	Expedition	8	1FMJK1F50EEF07610	\$14,600
20	2014	Ford	Expedition	8	1FMJK1F52EEF07611	\$14,600
21	2014	Ford	F250		1FT7W2A61EEA60732	\$20,000
22	2014	Ford	F250		1FT7WZA61EEA60733	\$20,000
23	2014	International	School Bus	16	4DRNZSKK7EB348715	\$40,000
24	2014	Dodge	Caravan	8	2C4RDGBG5ER181155	\$9,475
25	2014	International	School Bus	65	4DRBUSKN6EB015840	\$40,000
26	2014	International	School Bus	65	4DRBUSKN8EB015841	\$40,000
27	2014	International	School Bus	65	4DRBUSKNXEB015842	\$40,000
28	2013	Ford	F150		1FTMF1CM2DKF98901	\$15,000
29	1997	Semi	Trailer		1KKVE5123VL108600	\$10,000
30	2016	Ford	F250 Truck		1FT8W3D65GEA59706	\$24,000
31	2016	Ford	F250 Truck		1FT7W2B62GEA59705	\$30,000
32	2016	Bluebird	School Bus	65	1BAKFCA5GF323727	\$75,000
33	2016	Bluebird	School Bus	65	1BAKFCA3GF323726	\$75,000
34	2016	Bluebird	School Bus	65	1BAKFCA1CF323725	\$75,000
35	2016	Ford	Cargo Van	4	1FTYR2YM3GKA01492	\$21,000
36	2016	Bluebird	School Bus	46	1BABNBKA1GF32D1959	\$146,000
37	2017	Bluebird	Bus	53	1BAKCCPAXHF326746	\$100,000
38	2016	Ford	Expedition		1FMJK1FT8GEF08912	\$22,000
39	2016	Ford	Truck		1FTMF1C83GKR59249	\$20,000
40	2016	Chevy	Mini Bus	18	1GB6GUBG1G1193369	\$60,000
41	2018	Bluebird	Bus	65	1BAKFCA4JF336976	\$83,000
42	2018	Bluebird	Bus	65	1BAKFCA2JF336975	\$83,000
43	2018	Bluebird	Bus	65	1BAKFCSAOKF34669	\$79,000
44	2018	Bluebird	Bus	65	1BAKFCSA7KF346670	\$79,000
45	2018	Chevy	Silverado Truck		1GCNCNEH6JZ119709	\$21,000
46	2018	Chevy	Silverado Truck		1GCNCNEH8JZ120327	\$21,000
47	2018	Chevy	Silverado Truck		1GCNCNEH5JZ118969	\$21,000
48	2018	Ford	Cargo Van	4	1FTBW3UM8JKA32741	\$32,000
49	2016	Ford	Transit Van	8	NM0GS9F76G1239345	\$21,000
50	2018	Ford	Expedition		1FMJK1FT6JEA25829	\$30,661
51	2018	Ford	Expedition		1FMJK1FT2JEA25830	\$30,661
52	2019	Ford	F250 Pickup		1FTTW2BT5KEC35175	\$39,000

# Stillwater Public Schools

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
53	2019	Thomas	Bus	77	4UZABRFC7KCJZ4026	\$81,870
54	2020	Bluebird	Bus	65	1BAKFCSA7LF363521	\$80,388
55	2021	Bluebird	Bus	65	1BAKFCSA9MF370536	\$87,188
56	2021	Bluebird	Bus	65	1BAKFCSA0MF370537	\$87,188
57	2020	Chevy	Minitour Lift Bus	18	1HA6GUBG3LN005106	\$63,313
58	2021	Bluebird	Bus	71	1BAKGCSA8MF377183	\$89,839
59	2021	Chevy	Silverado		1GB3WRE70MF238556	\$32,000
60	2022	Bluebird	Bus	46	1BABNB6A1NF381992	\$164,867
61	2021	Ford	Expedition		1FMJU1HT1MEA59396	\$44,907
62	2021	Chevy	Silverado Pickup		1GCRWAEH8MZ415174	\$26,629
63	2023	International	Bus	65	4DRBUC8N7PB457820	\$89,175
64	2023	International	Bus	65	4DRBUC8N9PB457821	\$89,175
65	2023	International	Bus	65	4DRBUC8N0PB457822	\$89,175
66	2023	International	Bus	65	4DRBUC827PB457823	\$89,175
67	2022	Chevy	Silverado w/lift gate		1GCOWLE77NF229463	\$31,192
68	2004	International	Bus	5	4DRBRABN84B966468	\$30,000
69	1995	Jackson	16' Flat Bed Trailer		1J9FS629S1033535	\$5,000
70	2008	Gooseneck	Trailer		5TNLG202481000390	\$5,000
71	2006	4 Star	Aluminum Stock Trailer		4FKPG202060026856	\$5,000
72	2018	Fellin	18' Tilt Bed Car Hauler Tr		5FTEH1621E1001372	\$5,000
73	2009	Oilinghouse	82"X18' 2-axle CH trailer		1Z9BF182291088782	\$5,000
74	2023	Chevy	Silverado 1500		1GCRAAED9PZ138129	\$37,613
75	2023	Chevy	Silverado		1GCRAAED4PZ123618	\$36,978
76	2023	Chevy	Traverse		1GNERHKW5PJ173312	\$42,924
77	2024	International	Bus	65	4DRBUC8N0RB625445	\$96,726
78	2024	International	Bus	65	4DRBUC8N4RB625447	\$96,726
79	2024	International	Bus	65	4DRBUC8N2RB625446	\$96,726
80	2024	Thomas	Bus	23	4UZABPFC4RCUG5439	\$104,139
81	2018	International	Box Truck	2	1HTMMMML7JH096460	\$45,000
82	2026	Bluebird	Bus	65	1BAKFCSA5TF814462	\$128,928
83	2026	Bluebird	Bus	65	1BAKFCSA7TF814463	\$128,928

Total Value of All Autos for Stillwater Public Schools: \$3,709,766

## Overview

### Background

The Oklahoma Schools Insurance Group (OSIG) is a public entity of the State of Oklahoma, formed as an Interlocal Agreement in accordance with 74 O.S. 1004(f), for the purpose of joining together a group of Oklahoma public school districts. OSIG allows member districts to more efficiently and more economically obtain and manage their insurance programs.

OSIG obtained approval to operate from the Oklahoma Attorney General on June 28, 2001. Effective July 1, 2002, OSIG began full operation by providing its member districts with **broad insurance coverage through "A" rated insurance carriers and professional risk management services**. Over the past 23 years, OSIG's membership has grown to 539 and the program insures more than \$30 Billion in school property across Oklahoma.

### Structure

OSIG is a non-profit, member-owned, public entity program whose management is completely controlled by a Board of your peers.

*"The mission of Oklahoma Schools Insurance Group (OSIG) is to provide quality, cost effective risk management products and services to member schools".*

The group purchases reinsurance from "A" rated carriers. OSIG's reinsurance providers are long term partners and committed to OSIG and Oklahoma schools.

OSIG has contracted with Risk Program Administrators in Tulsa to administer the program. RPA is one of the largest insurance brokers in the world and manages programs similar to OSIG across the country.

It is important to know that the insurance coverage provided by OSIG was specifically tailored to meet the needs of Oklahoma schools. The coverage is what you need to protect your schools' property, your students, and patrons.

Losses are a part of life. Only OSIG has the collective strength and staying power to provide the protections you need. By remaining together as a group, OSIG will be able to continue to provide you with the quality, fair-priced insurance, risk management and the added value services you need to protect your schools' assets, your board, your staff and most importantly your children.

## Financial Strength

OSIG is financially strong and we have the funds (cash) we need to pay your claims. OSIG has returned more than \$9 million to our members over the years as distributions. Surplus at year ended 6/30/24 was more than \$7.8 million and our assets were more than \$39 million.

We believe in complete transparency. We submit to an annual financial audit each year end and share the operating results at our annual members meeting held each year.

The financial condition of an insurance interlocal should be of utmost importance to you when choosing an insurance partner for your district.

<i>Statement of Net Assets</i>	
<i>As of 6/30/24</i>	
Cash	\$ 28,499,096
Other Assets	\$ 11,453,895
<b>Total Assets</b>	<b>\$ 39,952,991</b>
<hr/>	
<b>Total Liabilities</b>	<b>\$ 32,096,253</b>
<b>Total Net Assets/Surplus</b>	<b>\$ 7,856,738</b>

## Important Plan Information

It is important to understand that OSIG is not an insurance company, but rather a non-profit, cooperative risk management program owned and directed by Oklahoma Schools. Its mission is to reduce insurance costs and stabilize rates by aggregating purchasing power with an intense focus on controlling member losses. When losses are controlled, OSIG's member schools retain the underwriting profit and investment income thereby increasing fund reserves for future years. OSIG purchases per occurrence and liability aggregate protection for its member schools. The per occurrence insurance protects member schools up to \$1,500,000,000 for property losses and \$1,000,000 for liability claims in each and every occurrence subject to a \$10M annual aggregate limit. The aggregate insurance protection is purchased in the unlikely event that sum total of all OSIG losses are significantly more than actuarially projected. Additional excess liability limits are available for members requiring higher limits.

This proposal is an outline of the coverages proposed by insurers based on the information provided by your school district. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. Please refer to the plan document for the details.

## Actuarial Review

An independent actuary has been retained by OSIG to make projections as to anticipated claims and losses the program should expect on an annual basis. The OSIG actuary has relied on the historical loss experience and exposures provided to OSIG by the member **school districts to make projections of OSIG's expected losses. OSIG adequately funds to,** or in excess of, the expected loss projections through member contributions (insurance cost) and our own surplus.

Membership contributions are used to buy insurance, pay administrative expenses, and fund for members' claims. Similar successful programs throughout the country for schools and municipalities are protected using the same insurance structure as OSIG has deployed. As with any insurance mechanism, OSIG does not guarantee full funding in the event unimaginable losses would materialize that are many times greater than what is indicated by past history. The OSIG board is charged with developing a plan to address under funding in this unlikely event.

## Procedure to Renew Coverage

Notify your agent of your acceptance of this insurance renewal proposal. Your agent will advise the OSIG administrative staff in writing that you wish to renew the insurance coverage.

The signed Resolution by the member's Board of Education and return to OSIG in order to bind coverage effective 07/01/2025.

## Payment Terms

Payment of the insurance cost is due the effective date of your coverage. A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available. A three (3) payment plan option is available.

Installment #1	1/3 of total	due 7/1/25
Installment #2	1/3 of total	due 8/1/25
Installment #3	1/3 of total	due 9/1/25

A 25% minimum earned premium applies.

## Risk Management And Loss Control Tools

Onsite Safety Inspections

Onsite Appraisals

StopIt Anonymous Incident Reporting Mobile App & Web App

Risk Management focused website [www.osig.org](http://www.osig.org)

Vector Solutions - Professional Development Training Platform:

Free of charge to all members of OSIG

Online 24/7 access to training

Training modules include:

- Child Sexual Abuse Prevention Training
- School Bus Driver Training
- Safety & Compliance Training

Beazley & Lodestone Cyber Portal

Helix Intel

HSB Water & Temperature Monitoring Devices - Pilot Program

## Resolution of Stillwater Public Schools to Join Oklahoma Schools Insurance Group

**Whereas, Oklahoma Schools Insurance Group** (“OSIG”) is an Oklahoma interlocal formed in accordance with Oklahoma law to enable Oklahoma School Districts to cooperate with each other to procure insurance services, benefits and insure against losses and possible liabilities in the most cost effective manner; and

**Whereas, Stillwater Public Schools** is an Oklahoma public school district (“the District”); and

**Whereas,** OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2025-2026 plan year; and

**Whereas,** the quotation is acceptable to the District;

**Now, therefore be it resolved,** that the District hereby joins OSIG as a Member;

**Be it further resolved,** that so long as the District remains as a Member, the District shall comply with OSIG’s bylaws, the Plan Document and OSIG claim reporting procedures; and

**Be it further resolved,** that by the adoption and signing of this resolution, Stillwater Public Schools understands and agrees that school district members are responsible for their own loss experience and will not be singly responsible for other members’ losses.

**Date:** \_\_\_\_\_

**Stillwater Public Schools By:**

**Attest:**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Clerk, Board of Education

# ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.  
JERRY L. ZIMMERMAN  
FREDERICK J. HEGENBART  
ERIC P. NELSON  
JOHN E. PRIDY  
KENT B. RAINEY  
ERIC D. WADE  
SAMANTHIA S. MARSHALL  
ADAM S. BREIPOHL  
ERIC D. JANZEN  
MARK S. RAINS  
JANA R. BURK  
ALISON A. PARKER

ADAM T. HEAVIN  
NATHAN R. FLOYD  
GREGORY D. LOEFFLER  
MORGAN E. RINNER

PARK CENTRE  
525 SOUTH MAIN, SUITE 700  
TULSA, OKLAHOMA 74103-4508  
(918) 585-9211

FACSIMILE  
(918) 583-5617

INTERNET WEB SITE:  
[www.rfrlaw.com](http://www.rfrlaw.com)

C.H. ROSENSTEIN (1898-1990)  
HENRY L. FIST (1898-1976)  
DAVID L. FIST (1931-2008)  
A.F. RINGOLD (1931-2021)  
BRYAN K. DRUMMOND (1967-2024)

OF COUNSEL

LINDSEY E. ALBERS  
RHIANNON K. THORESON

May 7, 2025

## VIA ELECTRONIC MAIL

Tyler Bridges, Superintendent  
Stillwater Public Schools  
[tbridges@stillwaterschools.com](mailto:tbridges@stillwaterschools.com)

**Re: RFR Engagement Letter 2025-2026**

Dear Mr. Bridges:

This letter is intended to establish the terms and conditions of this firm's representation of Stillwater Independent School District No. 16 of Payne County, Oklahoma ("District"). This agreement must be approved by the Board pursuant to an agenda item at a duly called meeting of the Board.

Legal services rendered by this law firm are on an "as needed" basis and encompass work requested to be performed by the Superintendent or the Board of Education. A schedule of the current billing rates of our shareholders, associates, legal assistants, law clerks and interns is attached. This schedule is subject to change from time to time when the firm implements a general change of rates of its education clients, or to reflect additional experience or expertise gained by the firm's professional staff. In addition, newly hired professional staff may be added. The billing rates for new professionals will be set based upon their experience. The firm will provide an updated schedule of billing rates upon request at any time.

The firm will provide the District a monthly statement for legal services rendered which will fully set out what services were provided and how much time was spent performing them. In addition, you will be provided with a monthly statement of cash advanced on behalf of the District. This will include funds expended on the District's behalf for copying, Westlaw computer time, travel expenses and the like.

From time to time, it may be possible for an associate of this firm to provide part of the legal services needed by the District. Since associate time is billed at a lower hourly rate than mine, such may represent a lower expense to the District. Of course, I will monitor all work performed by associates.

Tyler Bridges, Superintendent  
Stillwater Public Schools  
May 7, 2025  
Page 2

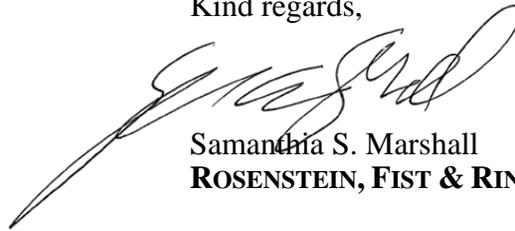
On or about the 15<sup>th</sup> of each month, the District will receive an invoice for services rendered the previous month along with a statement of cash advanced. If you have any questions regarding any invoice which you receive, please call it to my attention immediately.

I trust that the above will be to your satisfaction. If this is the case and following approval by the Board, I would ask that the person designated by the Board execute this copy of the letter and return it to me for our file. Another copy with my original signature should be maintained for the District's file.

This agreement may be terminated at any time without cause by either party upon written notice to the other. The right to terminate is subject to our ability to withdraw from the representation with permission of the court, where applicable. This agreement shall be deemed renewed on July 1 of each year unless one of the parties advises the other on or before June 30 that it wishes to withhold ratification and/or to terminate the Agreement.

If you have any questions regarding the above or wish to discuss the terms further, please do not hesitate to contact me.

Kind regards,



Samantha S. Marshall  
**ROSENSTEIN, FIST & RINGOLD**

SSM/cnw  
Enclosures: 2025 RFR Rate Sheet

cc: Ron McElliott ([rncelliott@stillwaterschools.com](mailto:rncelliott@stillwaterschools.com))

The Board of Education, having considered and approved the terms of this engagement letter, directs the President and Clerk to execute this document on behalf of the District.

Entered into by the District this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Clerk



ROSENSTEIN FIST & RINGOLD

**Governmental  
2025 Billing Rates  
Effective January 1, 2025**

Years of Practice as Attorney:

30+ Years	\$325
25-29 Years	\$295
20-24 Years	\$285
15-19 Years	\$270
10-14 Years	\$230
6-9 Years	\$195
3-5 Years	\$180
0-2 Years	\$170
Law Clerks	\$110
Paralegals	\$125

Billing rates may increase on July 1 of each subsequent year to adjust for inflation as determined by the previous year's Social Security Cost of Living Adjustment. Any increases will be made in \$5.00 per hour increments rounded to the nearest \$5.00.



ROSENSTEIN FIST & RINGOLD

**Schedule of Reimbursed Expenses**

Telephone - Long Distance	Free (no charge)
Facsimile - Incoming	Free (no charge)
Facsimile - Outgoing	\$1.00 per page for local calls and \$2.00 per page for long distance calls (all other long distance charges are waived)
Travel	At actual cost (mileage billed at IRS approved rates)
Delivery-Postage	At actual cost
Photocopying	.20 cents per page
Secretarial Overtime	Only upon request of client and then only at actual cost
Cash Advances	At actual cost up to \$500; expenditures over \$500 are sent directly to client for payment
Computer Assisted Research (Westlaw)	At actual cost

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE STILLWATER PUBLIC EDUCATION FOUNDATION AND  
THE STILLWATER PUBLIC SCHOOL DISTRICT

STILLWATER PUBLIC EDUCATION FOUNDATION referred to as "SPEF", a private nonprofit corporation operated for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, and between Independent School District #16 of Payne County, Oklahoma (STILLWATER PUBLIC SCHOOLS) referred to as "District", hereby enter into the following agreement:

WHEREAS, SPEF is a non-profit organization with the singular purpose of advancing education, and to further other charitable and school activity purposes, in the field of public education as pertaining to the Stillwater Public School System, Stillwater, Oklahoma; and,

WHEREAS, SPEF has agreed to provide grants and gifts to benefit the District's student programs, students and staff, and desires to continue to do so; and

WHEREAS, The District, through its Board of Education, is authorized to enter into agreements to provide support to the SPEF's efforts in consideration for such grants and gifts; and

WHEREAS, Oklahoma law permits the District to provide space in a District building or on District property to SPEF for office or business purposes in exchange for the financial benefits provided to the District by SPEF if approved by the Board of Education and made part of the minutes of the meeting of the Board; and

WHEREAS, The District deems that SPEF's gifts and grants are of tremendous benefit to the District's student experience and the mission to champion the academic and personal growth for every student, and further deems that such efforts by SPEF are more than adequate consideration for the District's support of SPEF's efforts through the use of District facility space; and

NOW, THEREFORE, in consideration of the recitals, mutual agreements, covenants, and conditions contained herein, the parties enter into this agreement to facilitate SPEF's efforts to raise funds to benefit the District:

- I. The District agrees to:
  - a. Allow the use of office space, basic furniture, and a telephone in a District facility to house the SPEF employee responsible for fundraising activities and such other property as may not be needed for direct District uses but can be of assistance in facilitating SPEF fundraising activities.
  - b. SPEF may also buy its own equipment and install the same within its office space, subject to approval by the District's Chief Financial Officer. Computer and printer technology requirements shall be coordinated with the District.

- II. In return for the services to be provided by the District, SPEF agrees to:
  - a. Remain an active organization which has the purpose of financially and otherwise aiding the educational efforts of the district and increasing its efforts to raise funds to benefit the District;
  - b. Coordinate SPEF activities within the District;
  - c. Provide the District access to Foundation financial records;
  - d. Recognize that District supervision over Foundation activities conducted on District premises is required by law.
  
- III. Term of Agreement
  - a. The term of this agreement shall commence on July 1, 2025, and continue through June 30, 2026, at which time it may be renewed by mutual consent and ratification of the parties in one-fiscal year increments.

Agreed to by:

By: \_\_\_\_\_  
Roberta Douglas  
President, Stillwater Board of Education

By: \_\_\_\_\_  
Emily Lewis  
Executive Director, Stillwater Public Education Foundation



# Software Service Order Agreement

Term of Agreement: 2025-2026 Fiscal Year

**Customer:** STILLWATER PUBLIC SCHOOLS

**Addr:** 314 S LEWIS ST  
STILLWATER OK 74074

**October Membership:** 5969

SYLOGISTED, INC.

**Addr:** 908 EAST 35TH STREET  
SHAWNEE, OK 74804

**Phone:** (800)749-5691 **Email:** accounts@sylogist.com

## Re-Occurring Fiscal Year Charges

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$13,848.08
Payroll	NA
- Usage Fee Included In Appropriated Funds	
Treasurer	\$2,745.74
Activity Funds	\$1,372.87
Personnel	\$2,745.74
Purchase Requisition	\$2,745.74
Fixed Assets	NA
Document Management	NA
Time & Talent	NA
Accounting Query Designer	NA

**Total 2025-2026 Fiscal Year Charges:** \$23,458.17

### Terms and Conditions

- The software charge includes phone support for one (1) designated contact per application, excluding Document Management. Additional contacts can be added at an additional cost. SylogistEd, Inc. shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. SylogistEd, Inc. shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$1000.00 per day from 9:30 a.m. through 3:30 p.m. CST and round-trip mileage at the current IRS mileage rate. Additional time is \$165.00 per hour.
- For each renewal, the fees may, at SylogistEd's discretion, increase by an amount not to exceed 5%, no more than one time per annum.
- Customer agrees that SylogistEd, Inc. shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- This agreement shall be governed by the Laws of the State of Oklahoma.

### Software as a Service

1. Definitions.
  - (a) Application means the software and other material used by SylogistEd, Inc. to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
  - (b) Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
  - (c) Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
  - (d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
  - (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
  - (f) Privacy Policy and Terms of Service means the SylogistEd, Inc. Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
  - (g) Service shall have the meaning set forth in the SylogistEd, Inc. Privacy Policy and Terms of Service.
  - (h) Service Order Agreement means the Software Service Order Agreement delivered by SylogistEd, Inc. to Customer which sets forth the service and fees for the current fiscal year.
  - (i) Usage Data means any data that SylogistEd, Inc. collects or generates during the performance of the Service, including non-confidential elements of Customer Data.
2. Service.
  - (a) SylogistEd, Inc. Obligations. SylogistEd, Inc. hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service; and (iv) to notify customer promptly of any such unauthorized access to, or use of, the Service that SylogistEd, Inc. becomes aware of (provided SylogistEd, Inc. is not required to actively monitor the Customer's account access).
  - (b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify SylogistEd, Inc. promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require SylogistEd, Inc. to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii) to accurately represent Customer's use of the Service and data obtained from the Service.
3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and SylogistEd, Inc. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
4. Access to the Service, Attribution, and Charges.
  - (a) Customer Accounts. Customer must provide SylogistEd, Inc. with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
  - (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
5. Availability, Maintenance, and Technical Support.
  - (a) Availability & Maintenance. SylogistEd, Inc. will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
  - (b) Technical Support. Unless otherwise provided in the Service Order Agreement, SylogistEd, Inc. will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. SylogistEd, Inc. will provide software as part of the Service that will allow the Customer to share data with third-party applications.
  - (a) It is understood and agreed that SylogistEd, Inc. is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.
  - (b) It is understood and agreed that SylogistEd, Inc. is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall SylogistEd, Inc. be deemed to be a direct or indirect transferor of information/data to any third party. SylogistEd, Inc. is only providing software that will allow the Customer to share data with third-party applications.
  - (c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
  - (d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance

Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, SylogistEd, Inc. for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that SylogistEd, Inc. could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.

(a) SylogistEd, Inc. Intellectual Property. SylogistEd, Inc. and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no SylogistEd, Inc. Intellectual Property Rights are granted to Customer.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants SylogistEd, Inc. a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by SylogistEd, Inc. and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.

(d) Derivatives and Compilations of Usage Data. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.

8. Privacy and Personal Information. (a) SylogistEd, Inc.'s Privacy Policy. SylogistEd, Inc.'s Privacy Policy and Terms of Service, made a part hereof, is available at <https://www.sylogist.com/privacy-policy>.

9. Term; Termination.

(a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or SylogistEd, Inc.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges.

SylogistEd, Inc. may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.

(c) Breach. SylogistEd, Inc. may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of SylogistEd, Inc.'s notice to Customer.

10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."

(a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to SylogistEd, Inc. or its third-party licensor (as appropriate), and SylogistEd, Inc. hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information").

Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

(b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

(c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight



courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from SylogistEd, Inc. to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

- 12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
- 13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
- 14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. SylogistEd, Inc. reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By: Grant McLarnon

Date Prepared: 3/28/2025

Accepted By (please circle one): Superintendent / Board President

Signature: \_\_\_\_\_

Date Accepted: \_\_\_\_\_



t 405.235.3413 • f 405.235.2807  
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

## **AGREEMENT FOR BOND COUNSEL SERVICES**

### **INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA GENERAL OBLIGATION BONDS AND/OR LEASE REVENUE OBLIGATIONS**

THIS AGREEMENT is entered into as of June 10, 2025, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), and INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA (the “District”), a political subdivision of the State of Oklahoma, as follows:

#### RECITALS

WHEREAS, the District desires to continue its engagement of PFLG as bond counsel in connection with the financing of certain capital projects authorized at an election held by the District on February 14, 2023 (the “2023 Election”), along with related costs (collectively, the “Project”); and

WHEREAS, to finance all or a portion of the costs of the Project, the District intends to issue one or more series of its General Obligation Bonds as may be authorized pursuant to the 2023 Election (collectively, the “Bonds”); and

WHEREAS, the District further acknowledges its intent to participate in a transaction or series of transactions whereby the District, or a public trust on behalf of the District, issues lease purchase obligations (the “Lease Purchase Obligations”) to construct portions of the Project, which obligations will be retired with the proceeds of the Bonds based upon the acquisition of all or distinct portions of the Project being acquired by the District; and

WHEREAS, the issuance of Bonds and Lease Purchase Obligations shall be referred to collectively as the “Financing Plan”; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by District as described in this Agreement.

#### AGREEMENTS

##### **1. Scope of Services.**

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the District:

- (1) Consultation with representatives of the District, including the Superintendent, the District's Legal Counsel (as defined herein), the Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Financing Plan.
- (2) Furnish full directions of all steps necessary to be taken by the District in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of Bonds and/or for the issuance of the Lease Purchase Obligations by the District or a public trust on behalf of the District.
- (3) Provide and furnish forms, outlines of procedure, resolutions or ordinances necessary for the issuance of such Bonds and/or the Lease Purchase Obligations (collectively, the "Financing Documents").
- (4) Review of documentation with respect to any letter of credit or bond insurance policy provided in connection with the Financing, if any.
- (5) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request, and assistance to the District staff in preparation of such explanations or presentations to the governing body of the District as they may request.
- (6) Preparation of final closing papers to be executed by the District required to effect delivery of each series of Bonds and/or Lease Purchase Obligations and coordination of the Bond and/or Lease Purchase Obligation closings, including seeking the approval of each series of Bonds by the Attorney General of the State of Oklahoma.
- (7) In connection with the closing of any series of Bonds, to furnish at least three (3) transcripts of the entire proceedings, one of which shall be filed with the Attorney General of Oklahoma, one of which shall be filed with the Clerk of the District, and one of which shall accompany the Bonds.
- (8) Rendering of bond counsel's customary final legal opinion on the validity of the Bonds and/or the Lease Purchase Obligations and, with respect to any tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the District acknowledge that the District shall be represented by the District's attorney (also referred to as "Legal Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Legal Counsel to the extent requested by the District or its Legal Counsel.

PFLG and the District further acknowledge that the District shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert.

Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the District specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the District is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the District hereby advises PFLG that the District is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the District has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the District.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, the District, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds and/or Lease Purchase Obligations, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the District's Official Statement and/or any Continuing Disclosure Undertakings for any Bonds and/or Lease Purchase Obligations, including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to any Bonds and/or Lease Purchase Obligations. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Bonds and/or Lease Purchase Obligations and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds and/or Lease Purchase Obligations, proceeds of any financing, or the Project after issuance of the Bonds and/or Lease Purchase Obligations.

## **2. Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the District, PFLG shall be paid a fixed fee at the time of issuance of the Bonds and/or Lease Purchase Obligations as follows:

- (i) General Obligation Bonds Issued Under the 2023 Election Authorization. One half of one percent (0.5%) of the par amount of each series of Bonds issued, subject to a minimum fee of \$17,500.00, for each series of Bonds issued pursuant to the 2023 Election authorization.

- (ii) Lease Purchase Transactions associated with the 2023 Election Authorized Projects. One half of one percent (0.5%) of the par amount of each series of Lease Purchase Obligations issued, subject to a minimum fee of \$17,500.00, for each series of Lease Purchase Obligations issued pursuant to the 2023 Election authorization.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution in connection with each series of Bonds and/or Lease Purchase Obligations, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with each series of Bonds and/or Lease Purchase Obligations shall be paid directly by the District, but if paid by PFLG on behalf of the District, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by the District at the time of issuance of the Bonds and/or Lease Purchase Obligations. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and/or Lease Purchase Obligations and shall be entirely contingent upon issuance of the Bonds and/or Lease Purchase Obligations.

D. *Term of Engagement.* This Agreement shall remain in full force and effect through and including June 30, 2026, and shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year until such time as all of the Bonds authorized in the 2023 Election shall be issued or this Agreement shall be otherwise terminated as provided herein.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds and/or Lease Purchase Obligations; provided that the District shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds and/or Lease Purchase Obligations or the District.

### **3. Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of bonds, notes, or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that

represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds and/or Lease Purchase Obligations, PFLG will act as special counsel to the District with respect to issuance of the Bonds and/or Lease Purchase Obligations; i.e., PFLG will assist the District's Legal Counsel in representing District but only with respect to validity of the Bonds and/or Lease Purchase Obligations and the Financing Documents, and the tax status of interest on the Bonds and/or Lease Purchase Obligations, in a manner not inconsistent with the role of bond counsel described above.

The District acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Financing Plan or the Project or that may be involved with or adverse to the District in this or some other matter. PFLG agrees not to represent any such entity in connection with the Financing Plan, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the District specifically consents to any and all such relationships.

#### **4. Limitation of Rights to Parties; Successor and Assigns.**

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the District except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The District may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds and/or Lease Purchase Obligations (if not the District). The District shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the District in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of the District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

#### **5. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

**6. Notices.**

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC  
5657 N. Classen Boulevard, Suite 100  
Oklahoma City, OK 73118  
Attention: Allan A. Brooks or Nathan D. Ellis

DISTRICT:

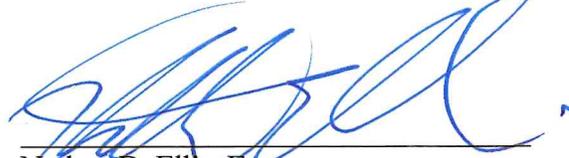
Independent School District No. 16 of Payne County, Oklahoma  
314 South Lewis  
Stillwater, OK 74074  
Attention: Superintendent

[Remainder of Page Left Blank Intentionally]

The District and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

**THE PUBLIC FINANCE LAW GROUP PLLC**

By:

  
\_\_\_\_\_  
Nathan D. Ellis, Esq.

**INDEPENDENT SCHOOL DISTRICT NO. 16  
OF PAYNE COUNTY, OKLAHOMA**

By:

\_\_\_\_\_  
Title: President, Board of Education  
Date: June 10, 2025

(SEAL)

ATTEST:

By:

\_\_\_\_\_  
Clerk, Board of Education



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the Stillwater School District 16, Oklahoma.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you

perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the

NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
  
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement commences January 1, 2023 and, unless earlier terminated as set forth below, ends June 30, 2025. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH**

**IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the

remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the

absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated “quarantined” environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler’s, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

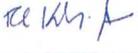
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Statement of Work

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: 

Name: Rob Kennedy-Jensen

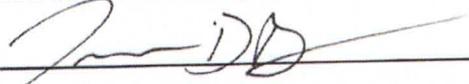
Title: Group General Counsel

Date: December 15, 2022

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Stillwater School District 16, OK

By: 

Name: Tim Riley

Title: President

Date: 12-13-22

Address for Notices:

Stillwater School District 16  
314 South Lewis Street  
Stillwater, OK 74074  
Attention: Michael Arnold





## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:  
 Quote Expiration:  
 Quote Name:

Exhibit A  
 Dana Roberson  
 12/30/22  
 SaaS

**Sales Quotation For:**

Stillwater School District 16  
 314 S Lewis St  
 Stillwater OK 74074-3500  
 Michael Arnold  
 marnold@stillwaterschools.com  
 Phone: +1 (405) 533-6300

Student Count:6,233 / Cost Center:0

**Tyler SaaS**

Description	Unit Price	Discount	Annual
Content Manager			
Content Manager Enterprise	\$ 9,112	\$ 911	\$ 8,201
School ERP Pro powered by Infinite Visions			
Accounting	\$ 68,864	\$ 6,886	\$ 61,978
Applicant Tracking Interface	\$ 1,100	\$ 110	\$ 990
Employee Reimbursement Module	\$ 2,774	\$ 277	\$ 2,497
Human Resources	\$ 11,378	\$ 1,138	\$ 10,240
Info-Link	\$ 2,115	\$ 212	\$ 1,903
Online Shopping	\$ 2,542	\$ 254	\$ 2,288
Substitute Calling System Leave Interface	\$ 2,115	\$ 212	\$ 1,903
Timecard Interface	\$ 2,774	\$ 277	\$ 2,497
Warehouse	\$ 9,483	\$ 948	\$ 8,535
<b>Term # of Years:</b>	<b>3</b>		
<b>TOTAL:</b>	<b>\$ 112,257</b>	<b>\$ 11,225</b>	<b>\$ 101,032</b>

**Services**

Description	Quantity	Price	Extended Price	Maintenance
<b>School ERP Pro powered by Infinite Visions</b>				
Implementation	468	\$ 145	\$ 67,860	\$ 0
Conversions	40	\$ 145	\$ 5,800	\$ 0
Platform Review	8	\$ 145	\$ 1,160	\$ 0
Project Management	92	\$ 170	\$ 15,640	\$ 0
<b>Content Manager</b>				
Enterprise Services	24	\$ 145	\$ 3,480	\$ 0
Enterprise Training	48	\$ 145	\$ 6,960	\$ 0
<b>TOTAL:</b>			<b>\$ 100,900</b>	<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software		\$ 101,032
Total Annual		\$ 0
Total Tyler Services	\$ 100,900	\$ 0
<b>Summary Total</b>	<b>\$ 100,900</b>	<b>\$ 101,032</b>
<b>Contract Total</b>	<b>\$ 201,932</b>	

**Comments**

All services quoted herein are assumed to be delivered remote unless otherwise stated.

SaaS includes up to 200GB of storage. Should additional storage be needed, it may be purchased at the current yearly storage rate in 200GB increments.

Content Manager (Enterprise) - Full document scanning, imaging, indexing and archival.

iVisions Employee Reimbursements - Online processing of employee expense reimbursements.

Human Resources - Employee demographics, certificates, evaluations, contract printing, salary negotiations, and user-defined fields for sorting, selecting and printing.

InfoLink - Provides a point-and-click interface to link tables for report writing.

Online Applicant Tracking Interface - Integration with 3rd party applicant tracking system.

Substitute Calling System (Leave) Interface - Interface with 3rd party timecard system (employee leave taken).

Timecard Systems Interface - Integration with 3rd party timecard system.

Warehouse - Online catalog, ordering, restocking, order filing with back order capability and barcode interface for inventory (with separate purchase of Barcode Interface Module).

Accounting - General Ledger - Budgeting, Check Manager, Purchase Card, Bank Reconciliation, Revenue Accounting; Procurement & Payables; Payroll; User Security & Administration; iVisions Web Suite; Financial State Reporting

Electronic Shopping Interface - Provides an interface to web purchasing.



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees applicable to the initial term are indicated in the Investment Summary. For the avoidance of doubt, your first payment of SaaS Fees shall be prorated for the period starting 1/1/23 and ending 6/30/23. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Statement of Work**

# Stillwater Public Schools I-16

SOW from Tyler Technologies, Inc.

**12/13/2022**

Presented to:  
Michael Arnold  
314 S. Lewis Street  
Stillwater, OK 74074

Contact:  
Dana Roberson  
Email: [Dana.Roberson@TylerTech.com](mailto:Dana.Roberson@TylerTech.com)  
5101 Tennyson Parkway, Plano, TX 75024

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Stillwater Public Schools (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.3 Methodology

This is accomplished by the Stillwater Public Schools and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Stillwater Public Schools’ complexity and organizational needs.



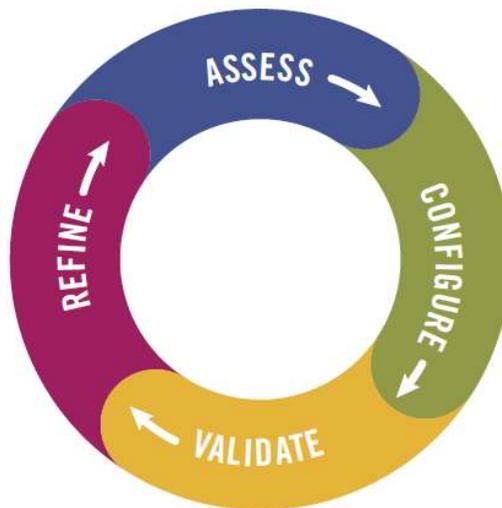
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Stillwater Public Schools and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Stillwater Public Schools and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Stillwater Public Schools' business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



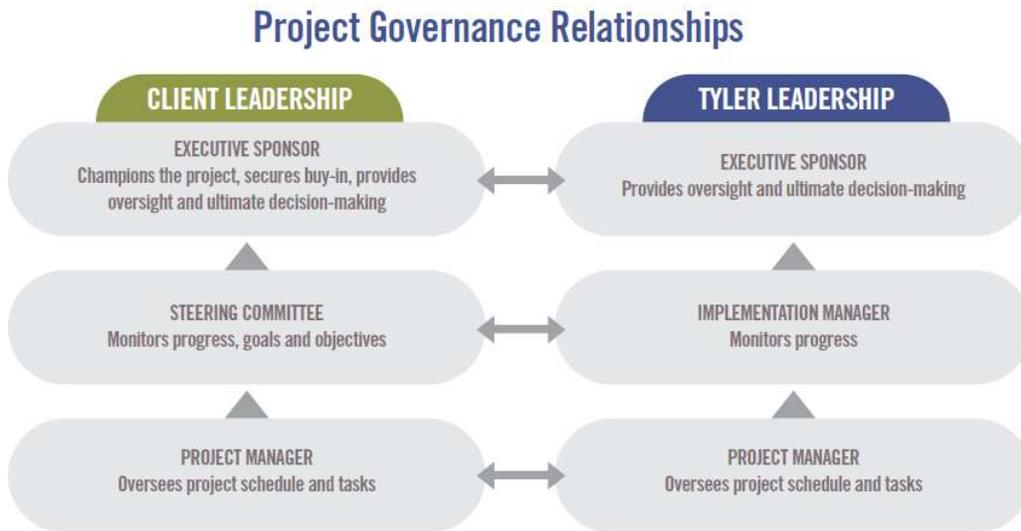
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Stillwater Public Schools collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Stillwater Public Schools Steering Committee become the escalation points to triage responses prior to escalation to the Stillwater Public Schools and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Stillwater Public Schools and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Stillwater Public Schools; for example, the Stillwater Public Schools may decide it

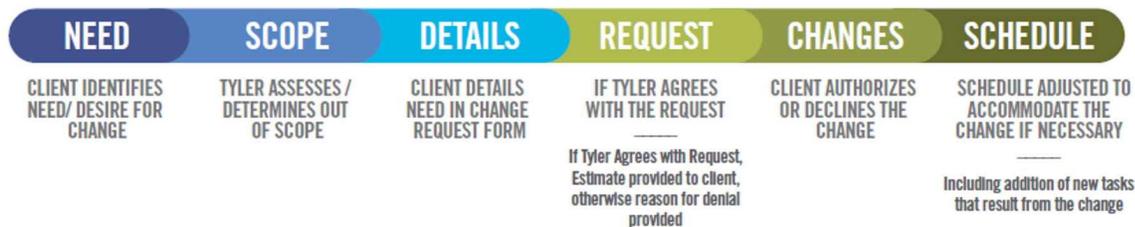


no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Stillwater Public Schools, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Stillwater Public Schools will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Stillwater Public Schools). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Stillwater Public Schools office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Stillwater Public Schools will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Stillwater Public Schools feedback and approval on Project deliverables will be critical to the success of the Project. The Stillwater Public Schools project manager will strive to gain deliverable and decision approvals from all authorized Stillwater Public Schools representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Stillwater Public Schools department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Stillwater Public Schools shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Stillwater Public Schools does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Stillwater Public Schools does not agree the Deliverable or Control Point meets requirements, the Stillwater Public Schools shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Stillwater Public Schools shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Stillwater Public Schools does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Stillwater Public Schools and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Stillwater Public Schools, but are roles defined within the Project. It is common for individual resources on both the Tyler and Stillwater Public Schools project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Stillwater Public Schools 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Stillwater Public Schools 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Stillwater Public Schools management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Stillwater Public Schools, the Tyler Project Manager provides regular updates to the Stillwater Public Schools Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Stillwater Public Schools project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Stillwater Public Schools project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Stillwater Public Schools and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Stillwater Public Schools any items that may impact the outcomes of the Project.
- Collaborates with the Stillwater Public Schools 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Stillwater Public Schools 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Stillwater Public Schools and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Stillwater Public Schools through software validation process following configuration.
- Assists during Go-Live process and provides support until the Stillwater Public Schools transitions to Client Services.
- Facilitates training sessions and discussions with the Stillwater Public Schools and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

## 5.2 Stillwater Public Schools Roles & Responsibilities

Stillwater Public Schools resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Stillwater Public Schools Executive Sponsor

The Stillwater Public Schools executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Stillwater Public Schools steering committee, project manager(s), and functional leads to make critical business decisions for the Stillwater Public Schools.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Stillwater Public Schools Steering Committee

The Stillwater Public Schools steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Stillwater Public Schools project manager and Project through participation in regular internal meetings. The Stillwater Public Schools steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Stillwater Public Schools steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Stillwater Public Schools Policies
  - Needs of other client projects



### 5.2.3 Stillwater Public Schools Project Manager

The Stillwater Public Schools shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Stillwater Public Schools Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Stillwater Public Schools project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Stillwater Public Schools project manager(s) are responsible for reporting to the Stillwater Public Schools steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Stillwater Public Schools project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Stillwater Public Schools and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Stillwater Public Schools staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Stillwater Public Schools resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Stillwater Public Schools technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Stillwater Public Schools Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Stillwater Public Schools project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Stillwater Public Schools resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 Stillwater Public Schools Power Users

- Participate in project activities as required by the project team and project manager(s).



- Provide subject matter expertise on the Stillwater Public Schools business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Stillwater Public Schools staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Stillwater Public Schools End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Stillwater Public Schools Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Stillwater Public Schools third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Stillwater Public Schools' legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 Stillwater Public Schools Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Stillwater Public Schools' software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Stillwater Public Schools and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.



## 5.2.8 Stillwater Public Schools Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



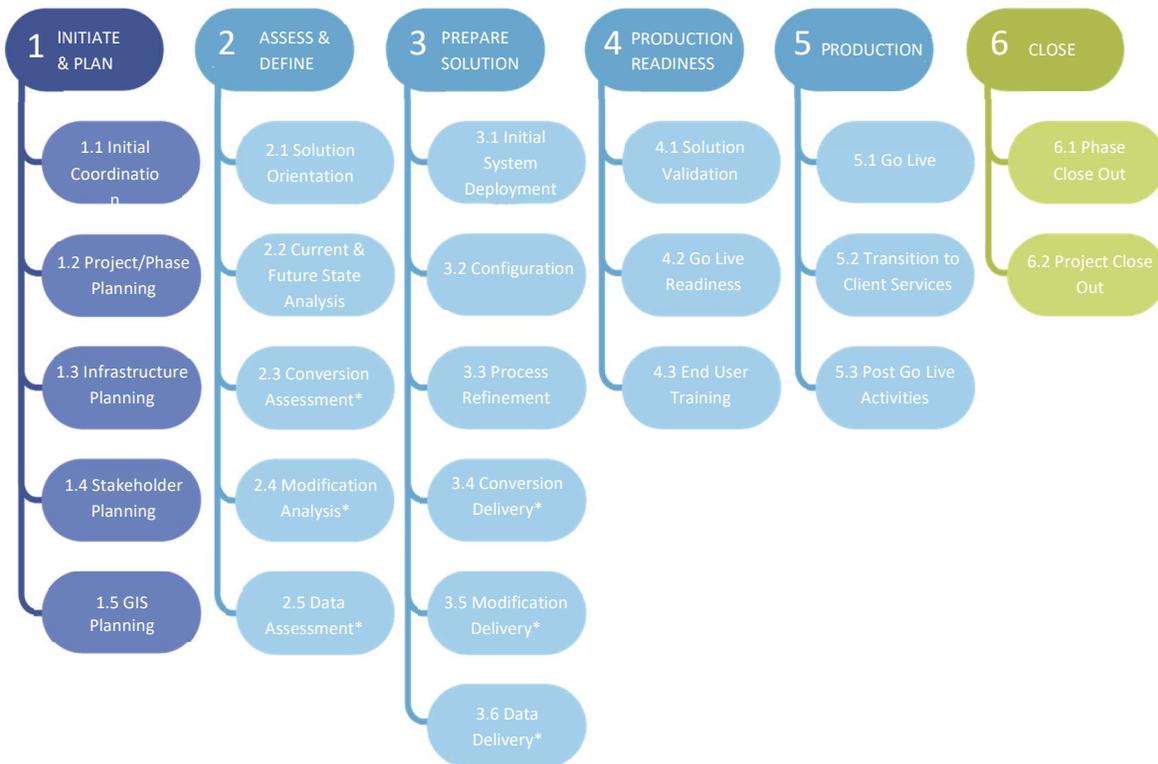
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Stillwater Public Schools.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Stillwater Public Schools with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The Stillwater Public Schools gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Stillwater Public Schools' team. During this step, Tyler will work with the Stillwater Public Schools to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Stillwater Public Schools project team.

STAGE 1	Initial Coordination																
	Tyler								Stillwater Public Schools								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Stillwater Public Schools project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Stillwater Public Schools		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						





RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	Stillwater Public Schools provides acceptance of schedule based on resource availability, project budget, and goals.

**Work package assumptions:**

- Stillwater Public Schools has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Stillwater Public Schools to install License Software. The Stillwater Public Schools is responsible for the installation and setup of all peripheral devices.

**Objectives:**

- Ensure the Stillwater Public Schools’ infrastructure meets Tyler’s application requirements.
- Ensure the Stillwater Public Schools’ infrastructure is scheduled to be in place and available for use on time.

<b>STAGE 1</b>	<b>Infrastructure Planning</b>
----------------	--------------------------------



	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

\*if applicable, please review the contract/investment summary for details

Inputs	Initial Infrastructure Requirements and Design Document
--------	---

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements and Design Document	Delivery of Document
	Infrastructure Audit	System Passes Audit Criteria

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Stillwater Public Schools Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Stillwater Public Schools team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting	
	Tyler	Stillwater Public Schools



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	I	A	R	I	I				I	I	C		I				
		I	C						A		R		C				
	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None

**6.1.5 Intentionally left blank.**

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Stillwater Public Schools
- Stakeholder meeting complete



## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Stillwater Public Schools business processes. This information will be used to identify and define business processes utilized with Tyler software. The Stillwater Public Schools collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Stillwater Public Schools team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Stillwater Public Schools team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Stillwater Public Schools for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Stillwater Public Schools and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state



configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Stillwater Public Schools will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Stillwater Public Schools’ responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Stillwater Public Schools current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document



**Work package assumptions:**

- Stillwater Public Schools attendees possess sufficient knowledge and authority to make future state decisions.
- The Stillwater Public Schools is responsible for any documentation of current state business processes.
- The Stillwater Public Schools can effectively communicate current state processes.

**6.2.3 Conversion Assessment**

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Stillwater Public Schools								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Stillwater Public Schools Source data
	Stillwater Public Schools Source data Documentation (if available)

	Acceptance Criteria [only] for Deliverables
--	---



Outputs / Deliverables	Data Conversion Plan built/updated	Stillwater Public Schools Acceptance of Data Conversion Plan, if Applicable
------------------------	------------------------------------	---

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Stillwater Public Schools representatives to identify business rules before writing the conversion.
- Stillwater Public Schools subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Stillwater Public Schools against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- The Stillwater Public Schools can access the software.



STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Stillwater Public Schools Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Stillwater Public Schools Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

**Work package assumptions:**

- The most current available version of the Tyler Licensed Software will be installed.
- The Stillwater Public Schools will provide network access for Tyler modules, printers, and Internet access to all applicable Stillwater Public Schools and Tyler Project staff.

**6.3.2 Configuration**

The purpose of Configuration is to prepare the software product for validation.



Tyler staff collaborates with the Stillwater Public Schools to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Stillwater Public Schools collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate the Stillwater Public Schools Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Stillwater Public Schools								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Stillwater Public Schools configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Configured System	

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. The Stillwater Public Schools is responsible for making decisions when multiple options are available.



### 6.3.3 Process Refinement

Tyler will educate the Stillwater Public Schools users on how to execute processes in the system to prepare them for the validation of the software. The Stillwater Public Schools collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that the Stillwater Public Schools understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A	R	C	I	C				
Test configuration			I	C						A	R		C				
Refine configuration (Stillwater Public Schools Responsible)			I	C						A	R		C				
Refine configuration (Tyler Responsible)			A	R						I	I		I				
Validate interface process and results			I	C			C			A	R		C				C
Update Stillwater Public Schools-specific process documentation (if applicable)			I	C						A	R		C				
Updates to Solution Validation testing plan			C	C						A	R		C				C

Inputs	Initial Configuration
--------	-----------------------



	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Updated solution validation test plan	
Completed Stillwater Public Schools-specific process documentation (completed by Stillwater Public Schools)	

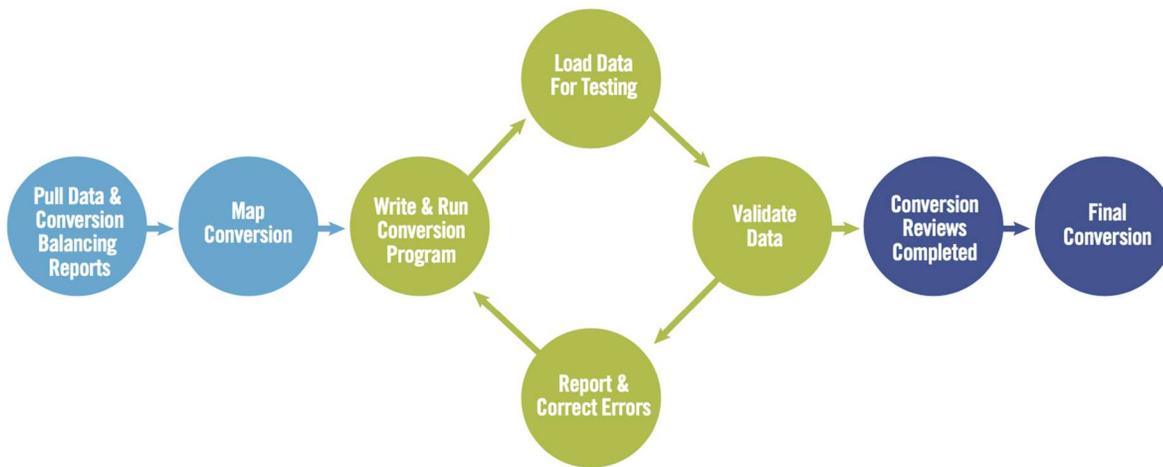
**Work package assumptions:**

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the Stillwater Public Schools’ data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Stillwater Public Schools will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Stillwater Public Schools to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



**Objectives:**

- Data is ready for production (Conversion).

<b>STAGE 3</b>	<b>Data Delivery &amp; Conversion</b>	
	Tyler	Stillwater Public Schools



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads	
	Provide data crosswalks/code mapping tool			A	C	R					I	I		I				
	Populate data crosswalks/code mapping tool			I	C	C					A	R		C				
	Iterations: Conversion Development			A	C	R					I							I
	Iterations: Deliver converted data			A		R		I			I							I
	Iterations: Proof/Review data and reconcile to source system			C	C	C					A	R		C				C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

**Work package assumptions:**

- The Stillwater Public Schools will provide a single file layout per source system as identified in the investment summary.
- The Stillwater Public Schools subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Stillwater Public Schools project team will be responsible for completing the code mapping activity, with assistance from Tyler.



### 6.3.5 Intentionally left blank.

### 6.3.6 Intentionally left blank.

### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Stillwater Public Schools team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Stillwater Public Schools to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Stillwater Public Schools verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Stillwater Public Schools organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Stillwater Public Schools



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Solution Validation Report	Stillwater Public Schools updates report with testing results

**Work package assumptions:**

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

**6.4.2 Go-Live Readiness**

Tyler and the Stillwater Public Schools will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Stillwater Public Schools has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Stillwater Public Schools will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

<b>STAGE 4</b>	<b>Go-Live Readiness</b>
----------------	--------------------------



	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Stillwater Public Schools

**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop Stillwater Public Schools specific business process documentation. Stillwater Public Schools-led training labs using Stillwater Public Schools specific business process documentation if created by the Stillwater Public Schools can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**



- End users are trained on how to use the software prior to go-live.
- The Stillwater Public Schools is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Stillwater Public Schools-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Stillwater Public Schools signoff that training was delivered

#### Work package assumptions:

- The Stillwater Public Schools project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Stillwater Public Schools as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Stillwater Public Schools departments.
- The Stillwater Public Schools will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

#### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.



- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Stillwater Public Schools will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Stillwater Public Schools to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Stillwater Public Schools and Tyler will complete work assigned to prepare for Go-Live.

The Stillwater Public Schools provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Stillwater Public Schools manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Stillwater Public Schools during Go-Live activities. The Stillwater Public Schools transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- Stillwater Public Schools data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Data is available in production environment	Stillwater Public Schools confirms data is available in production environment

**Work package assumptions:**

- The Stillwater Public Schools will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Stillwater Public Schools business processes required for Go-Live are fully documented and tested.
- The Stillwater Public Schools Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Stillwater Public Schools Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Stillwater Public Schools teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

**6.5.2 Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Stillwater Public Schools onto the Tyler Client Services team, who provides the Stillwater Public Schools with assistance following Go-Live, officially transitioning the Stillwater Public Schools to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.



- Confirm proper knowledge transfer to the Stillwater Public Schools teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Stillwater Public Schools								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Stillwater Public Schools to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Stillwater Public Schools



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Stillwater Public Schools transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



## 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Stillwater Public Schools for systems implemented in the Phase.

### Objectives:

- Agreement from Tyler and the Stillwater Public Schools teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Stillwater Public Schools									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Stillwater Public Schools
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Stillwater Public Schools may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Stillwater Public Schools teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Stillwater Public Schools								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Stillwater Public Schools and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Post Project Report	Stillwater Public Schools acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**



- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the Stillwater Public Schools will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Stillwater Public Schools Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Stillwater Public Schools project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Stillwater Public Schools is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Stillwater Public Schools to make process changes.
- The Stillwater Public Schools is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Stillwater Public Schools is responsible for managing Organizational Change. Impacted Stillwater Public Schools resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An



important part of change is ensuring that impacted Stillwater Public Schools resources understand the value of the change, and why they are being asked to change.

### 7.3 Resources and Scheduling

- Stillwater Public Schools resources will participate in scheduled activities as assigned in the Project Schedule.
- The Stillwater Public Schools team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Stillwater Public Schools will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Stillwater Public Schools will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Stillwater Public Schools makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Stillwater Public Schools will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Stillwater Public Schools will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

### 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Stillwater Public Schools is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Stillwater Public Schools representatives to identify business rules before writing the conversion. The Stillwater Public Schools must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Stillwater Public Schools will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Stillwater Public Schools Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.



- The Stillwater Public Schools is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- The Stillwater Public Schools will provide dedicated space for Tyler staff to work with Stillwater Public Schools resources for both on-site and remote sessions. If Phases overlap, Stillwater Public Schools will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Stillwater Public Schools will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 Content Manager Conversion Summary

#### 9.1.1 Content Manager – Standard

- Up to to be determined records
- Up to to be determined document type(s)
- All visible fields configured for Tyler Content Manager Enterprise installations or the standard fields that exist for Tyler Content Manager Core installations
- Images and Attachments as described below
- Lookups are imported with the assistance of the consultant
- Conversion from Two Systems
  - Data from MAS WenGage & PowerSchool Talent Ed
  - Images from MAS WenGage & PowerSchool Talent Ed

### 9.2 School ERP Pro Conversion Summary

#### 9.2.1 General Ledger

- Full Chart of Accounts Listing, Descriptions, and Corresponding Account Types
- Element (Segment) Values and Descriptions

#### 9.2.2 Purchasing & Accounts Payable

- Vendor master information, address, primary contact
- 1099 balances provided by the Stillwater Public Schools for current calendar year (if mid-calendar year go-live)

#### 9.2.3 Payroll & Human Resources

- Basic employee information – employee master, address, primary contact, standard dates (i.e., hire, birth, leave, termination), standard phones (i.e., work, home, cell)
- Direct Deposit Bank Information
- Federal and State Tax Withholding Information

#### 9.2.4 Human Resources Only

- Employee Certificates
- Employee Degrees
- Employee Courses
- Employee Endorsements
- Employee Miscellaneous Tracking (a function in School ERP Pro that allows you to create your own tracking items by employee – fields available are description, date, checkbox, and comments)
- Employee Emergency Contacts



## 9.2.5 Warehouse Inventory

- Inventory items, item locations and item vendors
- Available Stock Levels (can be re-imported just prior to go-live)



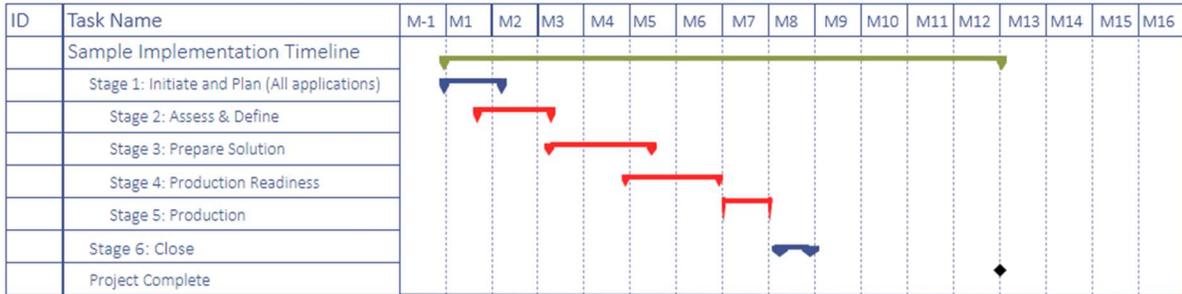
## 10. Additional Appendices

10.1 Intentionally left blank.



# 11. Project Timeline

## 11.1 School ERP Pro Timeline

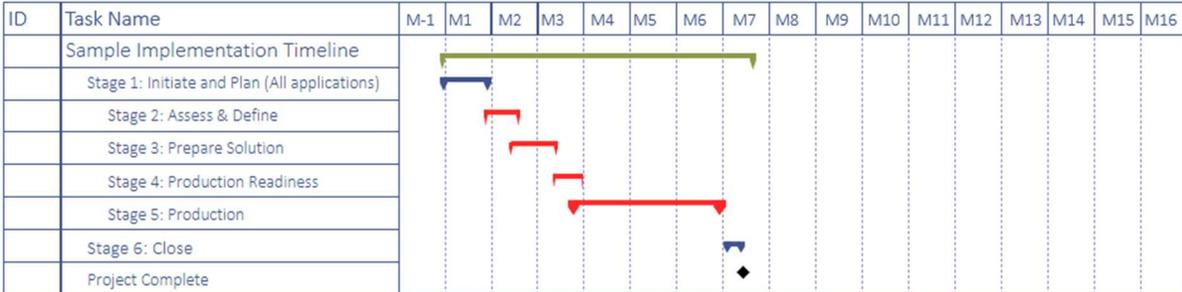


# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



## 11.2 Tyler Content Manager Enterprise Timeline



# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.





**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# THIS IS NOT AN INVOICE PROFORMA

**Empowering people who serve the public®**

**Questions**

Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Company	Order No.	Date	Page
025	210827	05/12/2025	1 of 2



To: STILLWATER SCHOOL DISTRICT 16  
 ATTN: MICHAEL ARNOLD  
 314 SOUTH LEWIS STREET  
 STILLWATER, OK 74074  
 United States

Ship To: STILLWATER SCHOOL DISTRICT 16  
 ATTN: MICHAEL ARNOLD  
 314 SOUTH LEWIS STREET  
 STILLWATER, OK 74074  
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 6150		Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Stillwater SD 16, OK					
15/Dec/2022	1 Renewal: Warehouse <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	5,227.69	5,227.69
15/Dec/2022	2 Renewal: Content Manager Enterprise <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	5,023.11	5,023.11
15/Dec/2022	3 Renewal: Accounting <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	37,961.53	37,961.53
15/Dec/2022	4 Renewal: Applicant Tracking Interface <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	606.38	606.38
15/Dec/2022	5 Renewal: Employee Reimbursement Module <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	1,529.41	1,529.41
15/Dec/2022	6 Renewal: Human Resources <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	6,272.00	6,272.00
15/Dec/2022	7 Renewal: Info-Link <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	1,165.59	1,165.59
15/Dec/2022	8 Renewal: Online Shopping <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	1,401.40	1,401.40



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**Empowering people who serve the public®**

Company	Order No.	Date	Page
025	210827	05/12/2025	2 of 2

**Questions**

Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
15/Dec/2022	9 Renewal: Substitute Calling System Leave Interface <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	1,165.59	1,165.59
15/Dec/2022	10 Renewal: Timecard Interface <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	1,529.41	1,529.41
10/Aug/2023	11 Renewal: Substitute Calling System Time Worked Interface - Subscription <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	1,846.69	1,846.69
10/Aug/2023	12 Renewal: Grant/Project Tracking - Subscription <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	1,452.24	1,452.24
20/Sep/2023	13 Renewal: Additional Database (AP, GL & Content Manager Only) <b>Cycle Start: 07/01/2025, End: 01/31/2026; Term: 7 months</b>	1	EA	618.63	618.63

Does not include any applicable taxes

Order Total: 65,799.67

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

Bussell Pest Control LLC.  
5620 N. Washington  
Stillwater Ok, 74075  
405-533-5399 or cell 405-269-5392

NAME Stillwater Public Schools / Child Nutrition  
ADDRESS 5021 N. Perkins Rd.  
CITY Stillwater STATE OK ZIP 74074  
PHONE 405-533-6445 Krista Neal

INITIAL SERVICE PLAN July 1, 2025 through June 30, 2026  
INITIAL SERVICE PLAN PRICE \$ 425.00 a Month, \$ 38.63 per Location.  
PAYMENT TERMS Payment every month after work completed.

Effective from the initial service plan date though the initial plan period, Bussell Pest Control LLC. shall determine and provide the appropriate treatment to identified premises for, gnats and other flying insects , ants, earwigs, roaches, spiders, crickets, millipedes, centipedes, rats, mice, pill bugs, silverfish and scorpions once an infestation is discovered. Bussell Pest Control LLC. will inspect and provide general pest applications once a month for the plan period.

Control for Bed bugs, carpenter ants, termites, lice or mites are NOT INCLUDED with this contract, but will treat for additional cost to the customer.

The initial term of this contract is for one year, and continue until terminated by either party. Customer agrees to make the premises available for said service.

Services to be included, Kitchens, Cafeterias, Cafeteria restrooms, storage areas of food, at all locations and High School room #157 and Office, Stillwater Junior High School room #108, and Child Nutrition Warehouse.

See Attachment A for list and address...

Cost of each Location, is \$38.63 per month for 11 locations or \$425.00 a month.

Chemicals used:

Talstar P for general pest control around all baseboards and around all equipment in all the locations in the agreement.

For Roaches will use Maxforce FC Magnum Roach Gel, if normal spray does not get rid of infestation.

For Ants will use Gourmet Ant Gel, if normal spray does not get rid of infestation.

Mice, glue boards and Locked Bait stations using Confrac all weather blocks.

Bussell Pest Control!

Customer or Authorized Agent



Date

Date

5/18/25

**Stillwater Public Schools Nutrition Services  
Request for Proposals  
Pest Control**

Stillwater Public Schools Nutrition Services is requesting proposals for pest control. The areas of treatment are kitchens, cafeterias, cafeteria restrooms, storage areas, Junior High School room #108, High School room #157 and office, and Nutrition Services warehouse.

Service to include:

- The use of a low odor, high residual, liquid chemical for roaches, ants, silverfish, crickets, fleas, spiders, snakes and flying pests
- Bait stations and glue traps for rats and mice

Chemicals used for treatment must comply with all local, state and federal codes, and be approved by Stillwater Public Schools.

Service is to be performed once a month at a designated time at each site. Service shall be performed during the hours when children are not in the area. The time for treatment must be arranged with the Nutrition Services Manager at each site. The pest control company shall also make on site contact with the Nutrition Services Manager to make sure of no challenges in food service areas. The pest control company shall also notify the Nutrition Services Site Manager when service has been performed.

All responders must be state licensed and bonded for pest control. Bidders must enclose a Certificate of Insurance and a Non-Collusion Affidavit. Bidders must supply SDS sheets on all chemicals used in any of the buildings.

General Conditions

1. CODE COMPLIANCE:

The contractor shall comply with all local, state, and federal codes. In the event of code conflict, the most stringent code shall apply.

2. SAFETY:

The contractor shall at all times perform his work in a safe manner and observe all safety rules as outlined by OSHA and the Oklahoma Department of Labor. The contractor shall furnish and only use equipment suitable for the intended task and within the safe operating limits of that equipment. The contractor shall not use and immediately remove from the job site any equipment that is worn, frayed, broken and/or damaged that would constitute a safety hazard.

The proposal should provide a detailed response or explanation of the following items:

- Term of the agreement
- Specific services performed (i.e. site visits, chemicals used)
- Guarantees
- Cost
- Billing
- References
- Other

Vendors who fail to respond after having been invited to Bid for three Bid openings will be deleted from the vendor list.

All proposals and required forms are due at the Nutrition Services office, 5005 N. Perkins Road, Stillwater, OK 74075 by 10:30 am April 10, 2025. Submit all materials in a sealed envelope marked "Sealed Pest Control Proposal", or email to nutrition@stillwaterschools with the subject line, "Pest Control Proposal".

SPS will inform respondents of the selection decision or after June 11, 2025.

Contract will be awarded based on length of agreement, thoroughness of services performed, cost, billing, and recommendation from references.

Thank you,

Krista Neal, MS, RD, LD, SNS  
Director of Nutrition Services  
Stillwater Public Schools  
5005 N Perkins Road  
Stillwater, OK 74075  
405-533-6445  
kneal@stillwaterschools.com

Attachments:

- Attachment A- Designated Building Sites Requiring Pest Control
- Attachment B- Business Felony Conviction Statement, MUST BE RETURNED
- Attachment C- Certification Statement, MUST BE RETURNED

Attachment A

**Schools and Addresses of Stillwater Public Schools**

Nutrition Services  
Nutrition Services Warehouse  
5005 North Perkins Road  
Stillwater, OK 74075

Sangre Ridge Elementary  
Cafeteria and Kitchen  
2500 South Sangre Road  
Stillwater, OK 74074

Westwood Elementary  
Cafeteria and Kitchen  
502 South Kings Highway  
Stillwater, OK 74074

Richmond Elementary  
Cafeteria and Kitchen  
201 West Richmond Road  
Stillwater, OK 74075

Stillwater Junior High School  
Cafeteria and Kitchen, Room #108  
1900 North Skyline  
Stillwater, OK 74075

Lincoln Academy  
Cafeteria and Kitchen  
215 East 12<sup>th</sup>  
Stillwater, OK 74074

Highland Park Elementary  
Cafeteria and Kitchen  
400 S Drury  
Stillwater, OK 74074

Skyline Elementary  
Cafeteria and Kitchen  
1402 East Sunrise  
Stillwater, OK 74075

Will Rogers Elementary  
Cafeteria and Kitchen  
1211 North Washington  
Stillwater, OK 74075

Stillwater Middle School  
Cafeteria and Kitchen  
2200 South Sangre Road  
Stillwater, OK 74075

Stillwater High School  
Cafeteria and Kitchen, Room #157 and #157 Office  
1224 North Husband  
Stillwater, OK 74075

Attachment B-

**Business Felony Conviction Statement**

**Stillwater Public Schools**

Bussell Pest Control LLC has entered into a contract dated 4-3-25 with  
(Company/Name)

STILLWATER PUBLIC SCHOOLS. The undersigned is a principal of the company and/or is authorized to execute and deliver this statement for and on behalf of the company. No employee of the company who has worked on or is working on school premises during normal school hours has been convicted in this state, the United States, or another state of:

(i) any sex offense subject to the Sex Offenders Registration Act in this state or similar of another state or the Federal Sex Offender Registration provisions; or (ii) any unpardoned felony sex offense within the last ten (10) years; except that the foregoing does not apply to volunteers, persons performing community service hours under court order, or persons performing community service under a supervised work release program, except that persons performing community service hours or services under work release have not been allowed to work on school premises at any time after having been convicted of any sex offense subject to the Sex Offenders Registration Act of this state, similar law of any other state, or Federal Sex Offender Registration provisions.

The undersigned is personally familiar with the facts stated above and makes the statement of the undersigned's personal knowledge.

Kyle S. Bussell  
Signature of Company Representative

4-3-25  
Dated

Kyle S. Bussell  
Printed Name of Company Representative

Attachment C:

**Certification Statement**

I as the below named representative do hereby certify that I have read and thoroughly understand the bid requirements and specifications and that this bid proposal meets such criteria. I further certify that all deliveries will be made as requested and that all unit prices have been checked for accuracy and correctness. As such these prices will be honored without any change or escalation for the duration of the bid except that price adjustment may be allowed as so stated in the specifications.

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporations, firm, partnership, or individual has not prepared this bid under collusion with any other bidder, and that the contents of this bid as to prices, terms, conditions, of said bid have not been communicated by the undersigned nor by any employee of agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name: Bussell Pest Control LLC  
Address: 5620 N Washington  
City, State, Zip: Stillwater OK 74075  
Representative Signature: Kyle Bussell  
Representative Name: Kyle S. Bussell  
Date: 4-3-25

## CNP National School Lunch Program Renewal Agreement

### SFA Information

STILLWATER  
314 South Lewis Street  
Stillwater, OK 74074  
(405) 533-6300

Contact Person:

Directions:

### School Food Authority/School Data

1.

Superintendent

Last Name

First Name

2.

Food Service Director

Last Name

First Name

3.

Estimated Number of Days Food Service will Operate

Total Number of Eating Sites

(Data compiled from Site Applications)

Total Number of Kitchen Units

(Data compiled from Site Applications)

4.

Number of Food Service Personnel

(Data compiled from Site Applications)

### Participation in Programs

5.

Program	Sites Participating
National School Lunch Program	10
School Breakfast Program	2
Severe Need Breakfast Program	8
Special Milk Program	0
After School Snack Program	10
Fresh Fruit and Vegetable Program	0

Seamless Summer Option	0
Provision 2	0
Provision 3	0
Community Eligibility	3
CACFP	0
SFSP	7

(Data compiled from Site Applications)

### School Food Authority Options

5.

SPECIAL MILK PROGRAM ONLY: Note: For school districts applying for the SMP: The benefits of the SMP are extended to sites that do not participate in another federally assisted food service program authorized under the Child Nutrition Act or the National School Lunch Act. In addition, sites with a meal service may offer SMP to preprimary and split-session kindergarten children who do not have access to the meal service. Within the SMP, three program choices exist. Select the program you wish to implement.

6.

I agree to follow the provisions.  
See Certification below regarding the meaning and implications of the electronic signature that is represented by checking this box.

#### AGREEMENT PROVISIONS

- [Attestation of Compliance with Meal Patterns](#)
- [Permanent Agreement](#)
- [Permanent Application INTERACTIVE](#)
- [Permanent Application SY](#)
- [Permanent Policy Statement 2025](#)

### Certification

7.

The completed Certificate of Authority/Authorized User Form with original signatures represents the individual(s) assigned as Authorized Representative(s) for Child Nutrition Programs. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

2. **fax:**  
(833) 256-1665 or (202) 690-7442; or

3. **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

Save

Print Form

Submitted By KRISTA K NEAL    Date Submitted 7/25/2024 12:47:43 PM

Home Page

SFA

Checklist



# RENEWAL QUOTE

**CUSTOMER:**

Stillwater Public Schools  
Attn: Krista Neal  
Phone: 405-533-6445  
kneal@stillwaterschools.com

**CONTACT:**

Jill Boe  
PrimerEdge  
4422 Cypress Creek Parkway  
Suite 400  
Houston, TX 77068-3416  
  
Main: 281.453.8628  
Jill.boe@cybersoft.net

**PROPOSAL DATE:**

April 7, 2025

**SERVING YOU SO YOU CAN SERVE THEM**



## Pricing

### 25-26 SOFTWARE

Product Description	Unit Price (\$)	Quantity	Extended Price (\$)
PrimeroEdge Subscription - Central Office Software Annual Subscription License -2025/2026 School Year	\$995.00	1	\$995.00
PrimeroEdge Subscription – Ultra Software Annual Subscription Licenses – 2025/2026 School Year	\$1,195.00	10	\$11,950.00
PrimeroEdge Subscription – SchoolCafe Eligibility Applications Software Annual Subscription Licenses - 2025/2026 School Year	\$125.00	10	\$1,250.00
PrimeroEdge Subscription – SchoolCafe Menus and Nutrition Software Annual Subscription Licenses - 2025/2026 School Year	\$195.00	10	\$1,950.00
PrimeroEdge Subscription – Central Warehouse Software Annual Subscription License- 2025/2026 School Year	\$695.00	1	\$695.00
PrimeroEdge Subscription – SchoolCafe TV Menu Boards Software Annual Subscription License- 2025/2026 School Year	195.00	1	\$195.00
<b>**Annual Subscription Total:</b>			<b>\$17,035.00</b>

**Grand Total: \$17,035.00**

\*\*Annual Subscription includes use of the PrimeroEdge software, toll-free phone support, remote assistance, updates, and hosting.



1 Ecolab Place  
St. Paul MN 55102 USA

**DATE:** 4/3/2025  
**TO:** **Stillwater Public Schools**  
**FROM:** Ecolab Government Sales  
**Subject:** **Price Increase – 7/1/2025 for Stillwater Public Schools**

As we navigate increased costs and continue to provide comprehensive support to our customers through innovative products, technologies, and brand protection support, we must extend a portion of this to our customers.

We will continue to remain diligent in supporting **Stillwater Public Schools** and look forward to our continued partnership.

Below is a brief outline contributing to this communication and necessary adjustment.

- Ecolab's List Price (CPL) Increase by 6.0% on 01/01/2025
- Increases in Raw Materials, Freight, Packaging, Regulatory and Equipment Costs.
- Impact of newly implemented tariffs

Based on this information, we need to implement a **5.0%** increase in the case price of our products, effective **July 1, 2025**.

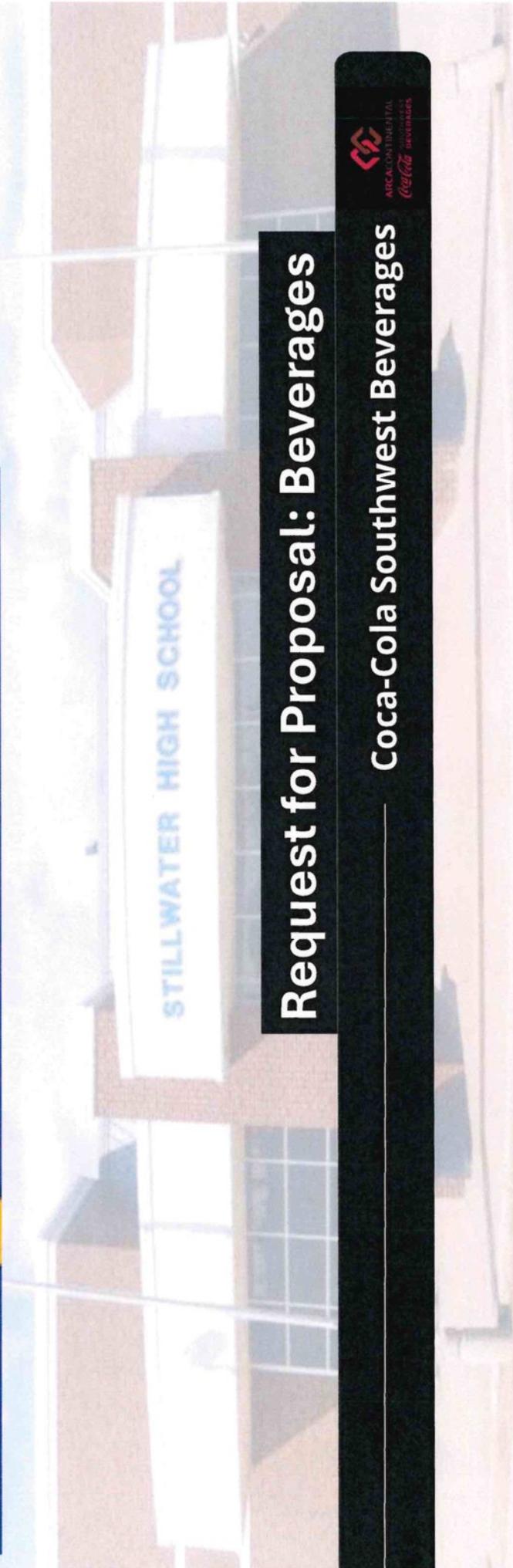
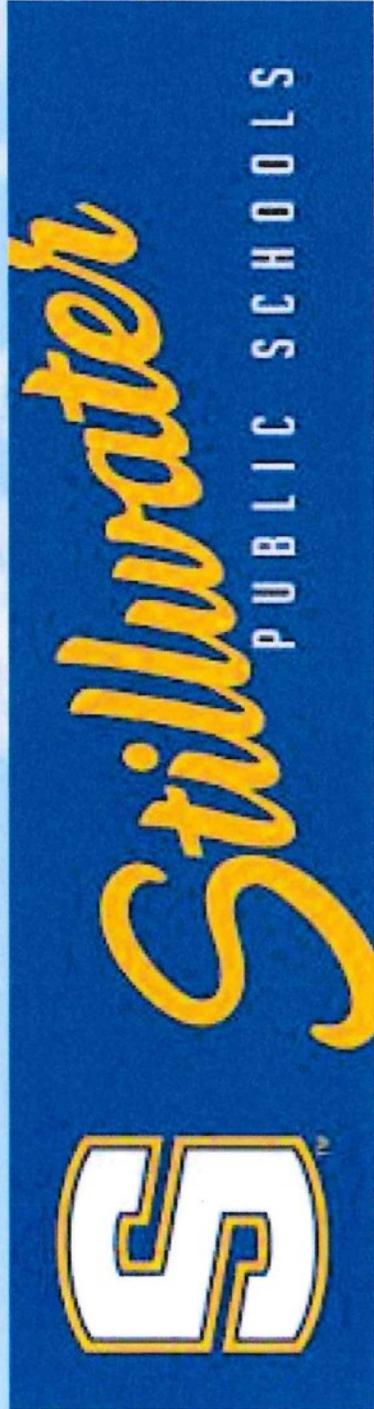
Thank you for your business and continued partnership as we push beyond these high-pressure circumstances.

**ECOLAB Government Sales**

**Ben Zuniga**  
**Bid Contracts Manager**

**Stillwater Public Schools (Oklahoma)**  
**2025-2026 Cleaning Supplies Renewal**  
**Ecolab Bid Products and Pricing effective 7/1/25-6/30/26**

Ecolab Product Code	Bid Item Description	Ecolab Product and Pack Size	Prev 12M Usage	End User Case Price	Extended Price
6101419	Anti-Microbial Liquid Hand Soap	ADV AB CLEAN SMOOTH 4X1 GAL	1 cases*	\$82.32	\$82.32
6114559	All-Purpose Cleaner	OASIS 137 ORANGE FRC2.5GL	9 jugs*	\$52.49	\$472.41
6101205	Sanitizer	NEUT DISINFECT CLNR 2.5GL	8 jugs*	\$71.22	\$569.76
6100284	Multi-Purpose Degreaser	GREASELIFT RTU 6-32OZ	8 cases*	\$52.23	\$261.15
6112971	Concentrated Liquid Pot and Pan Detergent	PANTASTIC 5GL	31 pails*	\$77.29	\$2,395.99
6102046	Germicidal Detergent	SP S&S CLNR SANT 1-2.5 GAL	33 jugs*	\$144.07	\$4,754.31
6101131	Lime Remover Chemicals	LIME-A-WAY 4-1 GL	14 cases*	\$43.31	\$606.34
6101955	Laundry Detergent	HS LND DET PK - 2-60-0.7 OZ	7 cases*	\$64.45	\$451.15
6112740	Dish Machine	SUPER TRUMP 4-1GL	7 cases*	\$56.83	\$397.81
6059323	Medicated Hand Cream/Lotion	REV SKIN LOTION FF 12/540ML	5 cases**	\$70.50	\$63.76



**Request for Proposal: Beverages**

**Coca-Cola Southwest Beverages**





# Introduction

Coca-Cola Southwest Beverages is excited at the opportunity to share with you our team's commitment to **Stillwater Public Schools**. We trust that our proposal will clearly demonstrate our ability to meet the needs of all **Stillwater Public Schools** stakeholders, most importantly, your students, faculty and staff, fans and guests.

As we hope this response clearly demonstrates we have the category knowledge, the products, and the team of experts that can help your beverage business thrive. All of this makes Coca-Cola Southwest Beverages the right partner for your beverage needs.

Coca-Cola Southwest Beverages as a whole, and the team of people that will support your institution, are passionate about the power of education and its importance in shaping the future of our local, national, and global communities. You can be assured that we bring the full resources of Coca-Cola Southwest Beverages to bear in support of your institution.

We welcome feedback so that we can build the best possible partnership with **Stillwater Public Schools**. If you have any questions about our offer or if there is any additional information that we can provide to support your decision-making process, please don't hesitate to contact us.

**Chris Sheehan**

Account Executive

Coca Cola Southwest Beverages

Phone: 405-205-9406

Email: [christopher.sheehan@cocacolaswb.com](mailto:christopher.sheehan@cocacolaswb.com)





SUPPORTING  
ACADEMIC  
EXCELLENCE

# YOUR MOST VALUED PARTNER



## Meet YOUR Dedicated CCSWB Team



**Robert Sweeney**  
Vice President of Sales



**Kimberly Adler**  
Director, Food Service and On Premise



**Hector Amaya**  
Area Director of Sales & Operations



**Todd Mason**  
Sales Center Manager



**Chris Sheehan**  
Account Executive FSOP



**Jennifer Rice**  
District Sales Manager

## Our Parent Company

About Arca Continental  
Our parent company, Arca Continental, is headquartered in Monterrey, Mexico. It is Latin America's second-largest Coca-Cola bottler and the owner of leading snack brands Wise® and Deep River Snacks® in the U.S.

Operating in Northern and Western Mexico, Ecuador, Peru, Northern Argentina, and the Southwestern U.S., Arca Continental employs over 50,000 talented and diverse team members.

## ABOUT CCSWB

Coca-Cola Southwest Beverages, a company of Arca Continental, is one of the largest Coca-Cola bottlers in the United States. Based in Dallas, we provide 31 million of our friends and neighbors with their favorite Coca-Cola brand beverages in Texas and parts of Oklahoma, New Mexico and Arkansas.

From sparkling soft drinks and waters to teas, coffees, and juices, our "Total Beverage Company" guarantees that whatever our customers crave, we deliver.

## serving 5 countries across America



Your Local Coca-Cola Southwest  
Beverages  
Distribution Center  
Located in  
**Stillwater, Ok**

## CONTACT US

844.561.2653

[www.cocacolaswb.com](http://www.cocacolaswb.com)

Two Lincoln Centre  
520 LBJ Freeway  
Suite 800  
Dallas, TX 75240



SUPPORTING  
ACADEMIC  
EXCELLENCE

# Coca-Cola Is a Total Beverage Company that Meets the Evolving Needs of Your Students \*



No/Low Calorie

LESS THAN 40 CALORIES/SERVING



Products shown are not a comprehensive catalog. For a complete list of Coca-Cola USDA compliant products, please visit <https://www.cokesolutions.com/tools-and-resources/operations/operations/usda-compliant-catalog.html>. \* All products are subject to availability.





# Exhibit A Pricing for Child Nutrition

Pricing offered from July 1, 2025 through June 30, 2026

Product	Size	Est Annual		Proposed Price Per Case	Proposed Price Each	Estimate of Annual Price	Pack Size	Coca-Cola Brand
		Units	Cases					
Lemon Lime Soda	20oz	144	6	\$26.41	\$1.10	\$158.45	24	Sprite Zero
Cola No Calorie	20oz	168	7	\$26.41	\$1.10	\$184.85	24	Diet Coke and Coke Zero
Cherry Cola No Calorie	20oz	192	8	\$26.41	\$1.10	\$211.26	24	Cherry Coke Zero
Orange Soda No Calorie	20oz	72	3	\$26.41	\$1.10	\$79.22	24	Fanta Orange Zero
Pepper Cola No Calorie	20oz	192	8	\$26.41	\$1.10	\$211.26	24	Diet Dr Pepper and Dr Pepper Zero
Sports Drink No Calorie	20oz	288	12	\$22.35	\$0.93	\$268.25	24	Powerade
Water	16.9oz	5256	219	\$7.96	\$0.33	\$1,743.02	24	Dasani Water
Water with Sports Cap	23.7oz	2952	123	\$38.98	\$1.62	\$4,794.05	24	Smartwater
Flavored Water No Calorie	23.7oz	624	26	\$38.98	\$1.62	\$1,013.38	24	Smartwater
Apple Juice	100z	912	38	\$19.20	\$0.80	\$729.77	24	Minute Maid Juice
Orange Juice	100z	336	14	\$19.20	\$0.80	\$268.86	24	Minute Maid Juice
		11,136	464			\$9,662.37		



Classified - Confidential



# Attachments B & C, Brand Nutrition Values: [www.coca-colacompany.com/brands](http://www.coca-colacompany.com/brands)

## Attachment B

### Business Felony Conviction Statement

#### Stillwater Public Schools

Coca-Cola Southwest Beverages \_\_\_\_\_ has entered into a contract dated \_\_\_\_\_ with \_\_\_\_\_ (Company/Name)

**STILLWATER PUBLIC SCHOOLS.** The undersigned is a principal of the company and/or is authorized to execute and deliver this statement for and on behalf of the company. No employee of the company who has worked on or is working on school premises during normal school hours has been convicted in this state, the United States, or another state of: (i) any sex offense subject to the Sex Offenders Registration Act in this state or similar of another state or the Federal Sex Offender Registration provisions; or (ii) any unpardoned felony sex offense within the last ten (10) years; except that the foregoing does not apply to volunteers, persons performing community service hours under court order, or persons performing community service under a supervised work release program, except that persons performing community service hours or services under work release have not been allowed to work on school premises at any time after having been convicted of any sex offense subject to the Sex Offenders Registration Act of this state, similar law of any other state, or Federal Sex Offender Registration provisions.

The undersigned is personally familiar with the facts stated above and makes the statement of the undersigned's personal knowledge.

Signature of Company Representative \_\_\_\_\_  
Chris Sheehan  
Printed Name of Company Representative

04/30/25  
Dated

## Attachment C:

### Certification Statement

I as the below named representative do hereby certify that I have read and thoroughly understand the bid requirements and specifications and that this bid proposal meets such criteria. I further certify that all deliveries will be made as requested and that all unit prices have been checked for accuracy and correctness. As such these prices will be honored without any change or escalation for the duration of the bid except that price adjustment may be allowed as so stated in the specifications

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporations, firm, partnership, or individual has not prepared this bid under collusion with any other bidder, and that the contents of this bid as to prices, terms, conditions, of said bid have not been communicated by the undersigned nor by any employee of agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name: Coca-Cola Southwest Beverages  
Address: 4705 S Perkins Rd  
City, State, Zip: Stillwater, OK, 74074  
Representative Signature:   
Representative Name: Chris Sheehan  
Date: 04/30/25

Accounts Payable/Accounts Receivable Mailing and Contact Information:  
Contact Person  
Billing Address  
Phone Number  
E-mail: \_\_\_\_\_

**Stillwater ISD will use the current payment process in place**

# Thank you!



ARCA CONTINENTAL  
SOUTHWEST  
*Coca-Cola*  
BEVERAGES

SUPPORTING  
ACADEMIC  
EXCELLENCE



March 27, 2024

Stillwater Public Schools  
Child Nutrition – Krista Neal  
5021 Noth Perkins Road  
Stillwater, OK 74075

To Whom It May Concern:

Hiland Dairy would like to submit the attached, revised prices for the 2024-2025 school year.

This is an escalating/de-escalating bid based on the March 1, 2024 Federal Milk Marketing Order for class 1 skim and Class 1 butterfat. Please see attached clause for monthly cost adjustment factors.

Please feel free to call if you have any questions.

We look forward to hearing from you on the outcome of the bid.

Sincerely,

B.J. Howard  
Hiland Dairy Foods Company

Locally Made. Naturally Delicious.

1100 Thunderbird Rd., P.O. Box 219, Chandler. OK 74834

**HilandDairy.com**

## Attachment A: Technical Proposal

1. Provide a brief overview of your company. The company statistics at a glance should include the company name, name of the parent company (if applicable), date the company was established, company structure (public, private), key competencies, product capability, and publically available future plans. Hiland Dairy began in 1938 in Springfield, Missouri and is currently part of the Prairie Farms group of companies as a joint venture partnership of Prairie Farms and Dairy Farmers of America. The Prairie Farms and Hiland Footprint encompasses the entire middle part of the country and combined is the second largest dairy manufacturer in the country. The combined revenue of both organizations is over 4 billion dollars.
2. Provide detailed information on how you would manage this account.  
Direct School Delivery
3. Can SPS order electronically, including using web-based catalogs or product information?  
Not at this time
4. Can you provide reporting including invoicing and usage?  
Yes
5. Indicate your "normal" business hours.  
Monday thru Friday 8am- 5pm
6. Where are the majority of your dairy farms located?  
Oklahoma/Kansas
7. Where is dairy processed and packaged?  
Norman, Oklahoma
8. How many units are in a case?  
50/Milk 75/Juice 27/Aseptic
9. How many grams of added sugar are in flavored varieties?  
No more than 10 grams
10. Are prices firm until at least August 31, 2024?  
NO
11. Will products be refrigerated or shelf-stable?  
Yes, Both
12. If refrigerated,
  - a. Products must be delivered daily to each school site (addresses in Attachment D).  
Products must be delivered between 6:00 am -10:30 am, or 1:00 pm -2:30 pm.
  - b. Are you able to comply with these requirements? Yes
  - c. If you are unable to comply with any part of the requirements, please indicate the problem, the reasons you are unable to comply, and outline any alternative(s) that you propose. N/A
  - d. How often are prices changed? Monthly
  - e. If we are not in school what is the best plan for us to get a milk delivery?  
We generally work with food service director to deliver
13. If shelf-stable,
  - a. What is the minimum order quantity? 27 Units
  - b. What is the minimum ship quantity for the price quoted? 1 case
  - c. How often do prices change? Monthly
  - d. What is the shelf life from the time of delivery? 45 days
14. What type of packaging is used? Square carton, bottle, Tetrapak, etc.  
Square paper carton
15. Are straws needed to consume the milk? If so, are straws provided?  
Straws are not needed
16. Do you supply any other units such as 12-ounce bottles?  
Pints/ 16oz bottles
17. Do you provide any refrigeration equipment?  
NO

18. Explain your policy regarding special inventory requests, including, but not limited to, volume requirements and slot availability. Notify Dairy 3 days before
19. How do you ensure the product is delivered safely and on time?  
We follow company policy
20. What is the best way for SPS to contact you with questions or concerns? Who is the best point of contact for SPS? Nick Morris is Ponca City branch manager and can be reached by phone or email
21. Are any purchasing incentives offered? Explain in detail the incentives offered.  
No
22. Accounts Payable/Accounts Receivable Mailing and Contact Information:  
 Contact Person: Hiland Dairy Foods- Wichita Div  
 Billing Address: PO Box 843148, Kansas City, MO 64184  
 Phone Number: 316-267-4221  
 E-mail: lshellito@hilanddairy.com

22. Contact Information and Acknowledgement

I as the below-named representative do hereby certify that I have read and thoroughly understand the proposal requirements and specifications and that this proposal meets such criteria. I further certify that all deliveries will be made as requested and that all unit prices have been checked for accuracy and correctness. As such, these prices will be honored without any change or escalation for the duration of the proposal except that price adjustment may be allowed as so stated in the specifications.

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership, or individual has not prepared this proposal under collusion with any other vendor, and that the contents of this proposal as to prices, terms, conditions, of the said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

Please provide contact information for the person primarily responsible for preparing/submitting the RFP response:

Legal name of company: Hiland Dairy Foods Co  
 Business name if different: \_\_\_\_\_  
 Contact name: BJ Howard  
 Address: 1100 Thunderbird RD  
 City, State, Zip Chandler, OK 74834  
 Phone: 405-258-3100 e-mail: bjhoward@hilanddairy.com

The undersigned acknowledges that he/she has completed this RFP response independently and without assistance from any Stillwater Public Schools consultant, and certifies that he/she is authorized to act on behalf of the company whose legal name is listed above for obligating said company to this response and the resulting provision of products/services for the period indicated in this response. Unless noted above, all requirements can be met.

*BJ Howard* 3-27-24  
 Signature of Authorized Person Date

BJ Howard  
 Printed Name of Authorized Person

**Attachment B**

**It is not necessary to provide pricing on all the items shown to be considered for a purchasing agreement. Providing pricing on only specific items will NOT exclude you from the process.**

<b>Product</b>	<b>Description</b>	<b>Proposed Price Per Each</b>	<b>Estimated Usage</b>	<b>Extended Price</b>
½ pint non-fat chocolate milk	9178-Hpt choc skim	.42	486,000	
½ pint non-fat 1% flavored milk	30352-Hpt Straw 1%	.40	32,400	
½ pint plain low-fat milk	9173-Hpt Skim	.4050	180,000	
½ pint lactose-free low-fat or fat-free milk. Specify variety and plain or flavored	35244-Hpt 1% lactose-free	.77		
1-gallon plain low-fat milk	1413- Gallon Skim 1346-Gallon 1% 1201-Gallon 2%	5.40 5.45 5.59		
Other products offered	35246-Hpt Aseptic 1% 35245-Hpt Aseptic Choc 1%	.65 .65		
Other products offered	9224-5Lb Sour Cream	10.00		
Other products offered	5762-5Lb sc cottage cheese 5763-5lb LF cottage cheese	12.00 12.00		

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## 2024-2025 MILK BID

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### STILLWATER PUBLIC SCHOOLS

#### CHILD NUTRITION

**5021 N PERKINS RD**

**STILLWATER, OK 74075**

**405-533-6300**

Prod #	Item Description	Price
9175	1/2 Pint chocolate 1% Milk	0.4000
9178	1/2 Pint Choc Skim	0.4200
9171	1/2 Pint 1%	0.4000
9173	1/2 Pint Skim	0.4050
30352	1/2 Pint Strawberry 1%	0.4000
35246	1/2 Pint 1% Aseptic	0.6500
35245	1/2 Pint Choc 1% Aseptic	0.6500
35244	1/2 Pint Lactose Free 1%	0.7700
24363	4oz Cherry Apple Juice	0.2850
9504	4oz Apple Juice	0.2800
9508	4oz Orange Juice	0.3000
5763	5# Cottage Cheese Low Fat	12.0000
5762	5# Cottage Cheese Small Curd	12.0000
9224	5# Sour Cream	10.0000
1413	Gallon Skim Milk	5.4000
1346	Gallon 1% Milk	5.4500
1201	Gallon 2% Milk	5.5900



## **Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)**

The pricing quoted is based on **March's 2024** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$ .00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1<sup>st</sup> day of the month following the price announcement.

Locally Made. Naturally Delicious.

1100 Thunderbird Rd., P.O. Box 219, Chandler. OK 74834

**HilandDairy.com**

**Attachment C- Compliance Form**

Business Felony Conviction Statement

Stillwater Public Schools

HiLand Dairy Foods has entered into an agreement contract dated 07/02/24 with  
(Company/Name)

STILLWATER PUBLIC SCHOOLS. The undersigned is a principal of the company and/or is authorized to execute and deliver this statement for and on behalf of the company. No employee of the company who has worked on or is working on school premises during normal school hours has been convicted in this state, the United States, or another state of (i) any sex offense subject to the Sex Offenders Registration Act in this state or similar of another state or the Federal Sex Offender Registration provisions; or (ii) any unpardoned felony sex offense within the last ten (10) years; except that the foregoing does not apply to volunteers, persons performing community service hours under court order, or persons performing community service under a supervised work release program, except that persons performing community service hours or services under work release have not been allowed to work on school premises at any time after having been convicted of any sex offense subject to the Sex Offenders Registration Act of this state, similar law of any other state, or Federal Sex Offender Registration provisions.

The undersigned is personally familiar with the facts stated above and makes the statement of the undersigned's knowledge.

*Dellita Lounk* 03/27/2024  
Signature of Company Representative Dated

*DJ Howard*  
Printed Name of Company Representative



**Stillwater Public Schools**  
SCHOOL NUTRITION SERVICES  
5005 North Perkins Road  
Stillwater, Oklahoma 74075  
405-533-6445

**Stillwater Public Schools Frozen Treats**  
Request for Proposals for School Year 2025-2026  
Due Thursday, **9:00 A.M. CST May 1, 2025**

Stillwater Public Schools (hereafter known as SPS) Nutrition Services Department is requesting proposals from qualified suppliers to provide frozen treats for SPS for the 2025-2026 school year. This Request for Proposals applies only to the frozen treat items listed or proposed. **All items must meet Smart Snacks in Schools guidelines.**

The award will be given to the company submitting the best responsive and responsible proposal satisfying the requirements and offering the best overall value for Stillwater Public Schools.

The Board of Education reserves the right to reject any or all proposals and to terminate the agreement at any time if the vendor fails, neglects or refuses to comply with the terms of the agreement. Responding vendors will be notified of the awardee upon final approval by the Stillwater Board of Education on or after May 14, 2025.

Buy American Provision: Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S.1760) to require School Food Authorities participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the United States to purchase for those programs, to the maximum extent practicable, domestic United States Department of Agriculture (USDA) Foods or products. For purposes of this provision, the term domestic food commodity or product means agricultural USDA Foods produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States SUBSTANTIALLY using agricultural USDA Foods that are produced in the United States. The Conference Report accompanying Public Law 105-336 makes it clear that the term SUBSTANTIALLY means that over 51 percent of the processed food comes from American-produced products. (SD-24-2016)

The United States Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by USDA. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html)>, or at any USDA office, or call 866-632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to USDA by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250- 9410, by fax 202-690-7442, or e-mail at <[program.intake@usda.gov](mailto:program.intake@usda.gov)>.

Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339 or 800-845-6136 (Spanish).  
USDA is an equal opportunity provider and employer.



1) Invitation

- a) You are cordially extended an invitation to submit proposals for frozen treats Stillwater Public Schools Nutrition Services for the 2025-2026 school year.
- b) Proposals due no later than 9:00 A.M. CST May 1, 2025.
- c) Proposed prices will be available to school related organizations only through the Nutrition Services Department regardless of time and other activities on school property for the agreement period.
- d) Agreement Period: July 1, 2025 – June 30, 2026
- e) Proposal Opening: May 1, 2025, 9:00 a.m. CST
- f) Address: Stillwater Public Schools  
Nutrition Services  
5005 North Perkins  
Stillwater, Oklahoma 74075
- g) Contact Person: Krista Neal, MS, RD, LD, SNS  
Director of Nutrition Services  
405-533-6445  
[kneal@stillwaterschools.com](mailto:kneal@stillwaterschools.com)

2) General Information

- a) The purpose of this solicitation is to obtain, evaluate and award, through a competitive process, one (1) frozen treat supplier who can furnish and deliver frozen treats directly to two Stillwater Public Schools dining facilities as necessary to maintain an adequate supply of fresh product at each of the cafeterias.
- b) The supplier must provide merchandising freezers.
- c) Stillwater Public Schools serves frozen treats to 1,800 students in two schools.
- d) Stillwater High School may be added as a third site. SHS serves approximately 225 students per lunch.
- e) The period of performance for goods and services subject to this solicitation and any resulting contract shall be for one complete school year from July 1, 2025 through June 30, 2026.
- f) Estimated dollars spent on frozen treats per year for Stillwater Public Schools is approximately \$9,000.
- g) Where it may serve SPS's best interest, SPS reserves the right to spot purchase some similar products from other sources.
- h) Each vendor is responsible for examining the proposal information, instructions, special provisions, specifications, forms, proposal form, and all other terms and conditions contained herein prior to submitting a proposal. Failure to examine any portion of this solicitation, or any errors made in the preparation of your response, shall be at your own risk.
- i) Vendor agreement for frozen treats will be separate from any other vendor agreements

3) Deliveries will be made to the following sites:

- a) Stillwater High School- **if participating**



1224 N Husband  
Stillwater, OK 74075

b) Stillwater Junior High School  
1900 N Skyline  
Stillwater, OK 74075

c) Stillwater Middle School  
2200 S Sangre Road  
Stillwater, OK 74074

4) Terms and Conditions

- a) This agreement may be bid and awarded on a line-item basis or by item/groups of items, whichever is in the best interest of SPS.
- b) Any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition.
- c) Proposals must include all required forms.
- d) By submitting a proposal, the vendor acknowledges and will honor the Terms and Conditions. Any attachments produced by the vendor and submitted with this proposal will become part of this proposal. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
- e) Proposals may be rejected unless the above procedures are followed. SPS reserves the right to reject any and all proposals if it is in the best interest of the district to do so.

5) Buy American Provision

- a) By submitting and signing this proposal/bid, the vendor hereby acknowledges and certifies that his/her company complies with the Buy American Provisions of Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S.C. 1760) that the food furnished to the school district(s) is a domestic food commodity or product and is SUBSTANTIALLY produced and processed in the United States. For the purpose of compliance with this requirement SUBSTANTIALLY shall mean over 51% of the processed food come from American-produced products.
- b) If the vendor is unable to certify compliance with Buy American Provision, the vendor shall so state such in his/her response and provide an explanation as to why it cannot certify compliance.

6) Smart Snacks in Schools

- a) All products must meet the Smart Snacks in Schools guidelines.
- b) <https://www.fns.usda.gov/tn/guide-smart-snacks-school>
- c) Nutrition labels for each product must be included in the proposal.

7) Award Criteria

- a) Proposals will be evaluated according to the following general criteria. However, SPS reserves the right to use other granular information, data, and references provided in the proposer's response and/or plant visits and other evaluation factors deemed to be in SPS's best interest to evaluate and award this proposal.



Evaluation factors	Points
Pricing and responsiveness: fixed case pricing, fixed fee per case pricing, other pricing criteria, duration of firm pricing; escalation calculation methods	51
Supplier's qualifications: size, capacity, service capabilities, plant/facility, personnel, insurance, other related factors	15
Supplier's references & past performance	17
Supplier's safety, health and sanitation programs, practices, awards, performance, and evaluation site visits	17
Total	100

- b) Vendors who do not provide merchandising freezers will not be considered.
- c) The District reserves the right to use any or all of the following factors in determining whether a vendor is considered to be qualified and responsible.
- 1) The ability, capacity and skill of the vendor to perform the agreement or provide the service requested.
  - 2) Whether the vendor can perform the agreement or provide the service promptly or within the time specified, without delay or interference;
  - 3) The character, integrity, reputation, judgment, experience and efficiency of the vendor;
  - 4) The quality of performance of previous agreements or services;
  - 5) The previous and existing compliance by the vendor with laws and ordinances relating to the agreement or service;
  - 6) The sufficiency of the financial resources and ability of the vendor to perform the agreement or provide the service;
  - 7) Cost/delivered price
  - 8) The quality, availability and adaptability of the equipment and parts.
  - 9) Discounts and incentives (e.g., quick payment, volume)
  - 10) Value-added services (e.g. reporting, inventory management)
- d) Award of an agreement is not a guarantee that all items in the quantities specified on the proposal will be ordered. Orders will be placed and confirmed throughout the school year by means of a purchase order and vendor order.
- e) Upon notification of a price increase by an awarded vendor, SPS reserves the right to reject the price increase, evaluate the next lowest responsive vendor or issue a new RFP.
- f) Projected award date will be on or after May 14, 2025. Purchase orders issued against awarded agreements may be issued on or after July 1, 2025.
- 8) Requirements and Pricing
- a) Amounts needed for each item are estimates only and are not guaranteed. Estimated usage is in Attachment A.
  - b) The cost established with the initial proposal must be firm until August 31, 2025. Preference will be given to vendors who propose firm prices for the duration of the agreement.
  - c) There shall be no storage charges for any items stocked by the Vendor. Substitutions made for "out of stock" items are acceptable only with District approval and priced at or below the proposed price of the original items.



- d) No items requested shall include any state or federal excise tax. The tax exemption certificate will be furnished upon request.
  - e) As the agreement commences, pricing may be requested for new items.
  - f) The Vendor shall pass on to the District all promotional allowances, discounts, and manufacturer's rebates in the form of lower prices. The Vendor shall also keep the District informed of any rebates that could be redeemed by the District and provide tracking information on usage so that the District may take full advantage of all available rebates and free goods offers.
- 9) Term of Agreement
- a) The initial term shall be from July 1, 2025 to June 30, 2026.
  - b) This agreement may be extended annually for an additional four (4) years upon mutual ratification by the parties.
- 10) Proposal Instructions
- a) It is not necessary to provide pricing on all the items shown to be considered for a purchasing agreement. Providing pricing on only specific items will NOT exclude you from the process.
  - b) When evaluating proposals, data will not be manipulated. **Ensure bid units are correct.**
  - c) All proposals and required forms are due at the Nutrition Services office, 5005 N. Perkins Road, Stillwater, OK 74075 by 9:00 am May 1, 2025. Submit all materials in a sealed envelope marked "Frozen Treats Proposal", or email to [nutrition@stillwaterschools](mailto:nutrition@stillwaterschools) with the subject line, "Frozen Treats Proposal".
  - d) The proposal must include
    - 1) Attachment A: price quotes
    - 2) Attachment B: Business Felony Conviction Statement
    - 3) Attachment C: Certification Statement
    - 4) Nutrition label for any products proposed.



## Attachment A

	Estimated Annual Individual Units	Proposed Price	Estimated Annual Price
Fat Free Yogurt Flavored Cup 66g	2543	\$14.82/0.82 Case/Unit	\$2104.44
Chocolate Sundae Cup 52g	1380	\$26.75/0.56 Case/Unit	\$775.75
Strawberry Dessert Cup 52g	900	\$26.75/0.56 Case/Unit	\$508.25
Vanilla Dessert Cup 52g	660	\$26.75/0.56 Case/Unit	\$374.50
Vanilla Sandwich 65g	2850	\$18.99/0.79 Case/Unit	\$2259.81
Cookies and Cream Sandwich 65g	3510	\$18.99/0.79 Case/Unit	\$2791.53
Chocolate Ice Cream Bar 68g	4950	\$22.80/0.63 Case/Unit	\$3146.40
Strawberry Ice Cream Bar 68g	3960	\$22.80/0.63 Case/Unit	\$2508.00
Fudge Bar 68g	1935	\$17.33/0.48 Case/Unit	\$935.82
Flavored Cone 73g	2580	\$19.98/0.83 Case/Unit	\$2157.84
Cookies and Cream Cone 62g	3840	\$19.98/0.83 Case/Unit	\$3196.80



<b>Attachment A</b>	Quantity Per Case	Estimated Units to Cases	Cases Rounded	Estimated Annual Individual Units	Case price	Unit price	Proposed Price	Estimated Annual Price
Fat Free Yogurt Flavored Cup 66g	18	141.2777778	142	2543	14.82	0.82	14.82/0.82	2104.44
Chocolate Sundae Cup 52g	48	28.75	29	1380	26.75	0.56	26.75/0.56	775.75
Strawberry Dessert Cup 52g	48	18.75	19	900	26.75	0.56	26.75/0.56	508.25
Vanilla Dessert Cup 52g	48	13.75	14	660	26.75	0.56	26.75/0.56	374.5
Vanilla Sandwich 65g	24	118.75	119	2850	18.99	0.79	18.99/0.79	2259.81
Cookies and Cream Sandwich 65g	24	146.25	147	3510	18.99	0.79	18.99/0.79	2791.53
Chocolate Ice Cream Bar 68g	36	137.5	138	4950	22.8	0.63	22.80/0.63	3146.4
Strawberry Ice Cream Bar 68g	36	110	110	3960	22.8	0.63	22.80/0.63	2508
Fudge Bar 68g	36	53.75	54	1935	17.33	0.48	17.33/0.48	935.82
Flavored Cone 73g	24	107.5	108	2580	19.98	0.83	19.98/0.83	2157.84
Cookies and Cream Cone 62g	24	160	160	3840	19.98	0.83	19.98/0.83	3196.8



Attachment B

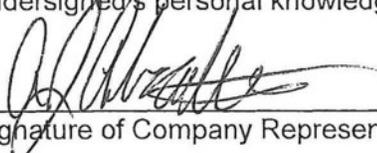
**Business Felony Conviction Statement**

**Stillwater Public Schools**

Klement Distribution, Inc. has entered into a contract dated 4/11/2025 with  
(Company/Name)

STILLWATER PUBLIC SCHOOLS. The undersigned is a principal of the company and/or is authorized to execute and deliver this statement for and on behalf of the company. No employee of the company who has worked on or is working on school premises during normal school hours has been convicted in this state, the United States, or another state of: (i) any sex offense subject to the Sex Offenders Registration Act in this state or similar of another state or the Federal Sex Offender Registration provisions; or (ii) any unpardoned felony sex offense within the last ten (10) years; except that the foregoing does not apply to volunteers, persons performing community service hours under court order, or persons performing community service under a supervised work release program, except that persons performing community service hours or services under work release have not been allowed to work on school premises at any time after having been convicted of any sex offense subject to the Sex Offenders Registration Act of this state, similar law of any other state, or Federal Sex Offender Registration provisions.

The undersigned is personally familiar with the facts stated above and makes the statement of the undersigned's personal knowledge.

  
\_\_\_\_\_  
Signature of Company Representative

4/11/2025  
\_\_\_\_\_  
Dated

AJ Abrantes  
\_\_\_\_\_  
Printed Name of Company Representative



Attachment C:

**Certification Statement**

I as the below named representative do hereby certify that I have read and thoroughly understand the bid requirements and specifications and that this bid proposal meets such criteria. I further certify that all deliveries will be made as requested and that all unit prices have been checked for accuracy and correctness. As such these prices will be honored without any change or escalation for the duration of the bid except that price adjustment may be allowed as so stated in the specifications.

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporations, firm, partnership, or individual has not prepared this bid under collusion with any other bidder, and that the contents of this bid as to prices, terms, conditions, of said bid have not been communicated by the undersigned nor by any employee of agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name: Klement Distribution, Inc.  
Address: 3271 Hwy 287 S  
City, State, Zip: Decatur, TX 76234  
Representative Signature:   
Representative Name: AJ Abrantes  
Date: 4/11/2025

Accounts Payable/Accounts Receivable Mailing and Contact Information:

Contact Person: Juanita Keel  
Billing Address: PO Box 505, Decatur, TX 76234  
Phone Number: 940-627-1773  
E-mail: juanita.keel@klementdistribution.com





# KLEMENT DISTRIBUTION INC. STANDARD K-12



Prices Effective July 1, 2025

SY 2025-2026

Brand	Item Number	Product	Quantity Per Case	Ounces	Wholesale Price	Unit Price
<b>Stick Bars</b>						
Hershey's	24682-31000	Polar Blast Fruit Punch Bar	36	2.25 oz.	\$17.33	\$0.48
Hershey's	24682-31152	Fudge-O Bar	36	2 oz.	\$17.33	\$0.48
Hershey's	24682-31150	Chocolate Scooter Bar	36	2.75 oz.	\$22.80	\$0.63
Hershey's	24682-31151	Strawberry Scooter Bar	36	2.75 oz.	\$22.80	\$0.63
Rich's	0-75455-86010-3	Orange Cream Pop Bar	24	2.5 oz.	\$12.20	\$0.51
Rich's	0-75455-86265-7	Savagely Sour Blue Raspberry Bar	24	2.5 oz.	\$12.20	\$0.51
Rich's	0-75455-86266-4	Savagely Sour Cherry Bar	24	2.5 oz.	\$12.20	\$0.51
Rich's	0-75455-86270-1	Cool Watermelon Bar	24	2.5 oz.	\$12.20	\$0.51
<b>Fruit Bars</b>						
Hershey's	24682-31234	Tropi-Kool Fruit Bar - Strawberry	24	4 oz.	\$40.19	\$1.67
Hershey's	24682-31232	Tropi-Kool Fruit Bars - Mango	24	4 oz.	\$40.19	\$1.67
<b>Ice Cream Sandwiches</b>						
Hershey's	24682-31319	Reduced Fat Vanilla Ice Cream Sandwich	24	4 oz.	\$18.99	\$0.79
Hershey's	24682-31355	Reduced Fat Cookies & Cream Ice Cream Sandwich	24	4 oz.	\$18.99	\$0.79
Hershey's	24682-31357	Low Fat Panda Party Sandwich	24	4 oz.	\$18.99	\$0.79
Hershey's	24682-31352	Mighty Mini Ice Cream Sandwich	48	2.5 oz.	\$23.72	\$0.49
Rich's	0-75455-44030-5	LF Vanilla Sandwich	24	4 oz.	\$14.88	\$0.62
Rich's	0-75455-44100-5	LF Cookie and Cream Sandwich	24	4 oz.	\$14.88	\$0.62
<b>Ice Cream Cones</b>						
Hershey's	24682-31303	Crazy Cone	24	4 oz.	\$19.98	\$0.83
Hershey's	24682-31306	Low Fat Cookies & Cream Cone	24	4 oz.	\$19.98	\$0.83
Hershey's	24682-31307	Vanilla Chocolate Twist Cone	24	4 oz.	\$19.98	\$0.83
Rich's	0-75455-42200-4	LF Crumbled Cookie Cone	24	4 oz.	\$16.67	\$0.69
Rich's	0-75455-42400-8	LF Birthday Cake Cone	24	4 oz.	\$16.67	\$0.69
<b>Push-Up Pop</b>						
Hershey's	24682-40001	Sillytubes Wild Monster Melon - 1/4 Cup Fruit Serving	24	2.75 oz.	\$24.00	\$1.00
Rich's	0-75455-42570-8	Polar Pole - Cherry	24	2.75 oz.	\$16.56	\$0.69
<b>Juice Rush Cups - 100% Fruit Juice - 1/2 Cup Fruit Serving on the Tray</b>						
Hershey's	24682-31700	Juice Rush Cherry Blue Raspberry	80	4.4 oz.	\$50.67	\$0.63
Hershey's	24682-31702	Juice Rush Strawberry Mango	80	4.4 oz.	\$50.67	\$0.63
<b>Twister Cups</b>						
Hershey's	24682-50245	No Fat Twister Cups Cotton Candy Yogurt	18	3.75 oz.	\$14.82	\$0.82
Rich's	0-75455-40140-5	Sour Cyclone	24	3.75 oz.	\$16.49	\$0.69
<b>3 oz. Plastic Dessert Cups</b>						
Hershey's	24682-31662	Low Fat Chocolate Sundae Plastic Dessert Cup	48	3 oz.	\$26.75	\$0.56
Hershey's	24682-31663	Low Fat Strawberry Sundae Plastic Dessert Cup	48	3 oz.	\$26.75	\$0.56
Hershey's	24682-31669	Low Fat Vanilla Plastic Dessert Cup	48	3 oz.	\$26.75	\$0.56
<b>4 oz. Foam Dessert Cups</b>						
Hershey's	24682-31480	Lemon Sherbet Cup	24	4 oz.	\$12.17	\$0.51
Hershey's	24682-31490	Orange Sherbet Cup	24	4 oz.	\$12.17	\$0.51
Hershey's	24682-31500	Raspberry Sherbet Cup	24	4 oz.	\$12.17	\$0.51
Hershey's	24682-31570	No Fat Vanilla Yogurt Dessert Cup	24	4 oz.	\$13.68	\$0.57
<b>ALL WELLNESS PRODUCTS HAVE BEEN APPROVED BY THE USDA AS SMART SNACK ITEMS</b>						

Klement Distrib Klement Distribution

3271 US HWY 2: 3271 US HWY 287 S Decatur, TX 76234

Phone: 940-627 Phone: 940-627-1773 · Fax: 940-627-0227

**CONFIDENTIAL**

**PREMIUM**

**KLEMENT**  
DISTRIBUTION INC.  
STANDARD K-12



Prices Effective July 1, 2025

SY 2025-2026

Item Number	Product	Quantity Per Case	Wholesale Price	Unit Price
<b>Bulk Ice Cream Products</b>				
	Premium Bulk Flavors - 3 Gallon Cans	1	\$44.05	\$44.05
	Yogurt Bulk	1	\$44.05	\$44.05
	Sherbet / Sorbet Bulk	1	\$44.05	\$44.05
	Premium Gold Bulk Flavors - 3 Gallon Cans	1	\$49.95	\$49.95
	Reduced Fat / No Sugar Added Bulk	1	\$49.95	\$49.95
	Oatmazing Bulk	1	\$70.38	\$70.38
<b>Stick Bars</b>				
24682-31208	Strawberry Shortcake - 4 oz.	24	\$47.19	\$1.97
24682-31211	Banana Pudding - 4 oz.	24	\$47.19	\$1.97
24682-31207	Chocolate Éclair - 4 oz.	24	\$47.19	\$1.97
<b>Fruit Bars</b>				
24682-31234	Strawberry Tropi-Kool Fruit Bar - 4 oz.	24	\$40.19	\$1.67
24682-31232	Mango Tropi-Kool Fruit Bar - 4 oz.	24	\$40.19	\$1.67
24682-31231	Coconut Tropi-Kool Fruit Bar - 4 oz.	24	\$40.19	\$1.67
<b>Sandwiches</b>				
24682-31341	Giant Vanilla Sandwich - 6 oz.	24	\$45.00	\$1.88
24682-31329	Giant Andes Mint Sandwich - 6 oz.	24	\$45.00	\$1.88
24682-31280	Polar Bear Round Sandwich - Chocolate Chip - 4.5 oz.	24	\$63.42	\$2.64
24682-31285	Polar Bear Round Sandwich - Cookies & Cream - 4.5 oz.	24	\$63.42	\$2.64
<b>6 oz. Cups</b>				
24682-31261	Vanilla Cup - 6 oz.	12	\$28.80	\$2.40
24682-31262	Chocolate Cup - 6 oz.	12	\$28.80	\$2.40
24682-31267	Cookies and Cream Cup - 6 oz.	12	\$28.80	\$2.40
24682-31268	Cotton Candy Cup - 6 oz.	12	\$28.80	\$2.40
24682-31269	Midnight Caramel River - 6 oz.	12	\$28.80	\$2.40
24682-31333	Chocolate Sundae Cup - 6 oz.	12	\$28.80	\$2.40
24682-31334	Strawberry Sundae Cup - 6 oz.	12	\$28.80	\$2.40
24682-31336	Dulce De Leche Cup - 6 oz.	12	\$28.80	\$2.40
<b>Cones</b>				
24682-31305	Moose Tracks Cone - 6 oz.	12	\$31.56	\$2.63
24682-31312	Incredible Cone - 6 oz.	12	\$31.56	\$2.63
24682-31302	P. Nutty Cone - 4 oz.	24	\$31.56	\$1.32
<b>Pints</b>				
	Premium HIC Pints	6	\$19.80	\$3.30
<b>M&amp;M Mars</b>				
47677-48248	SNICKER'S Ice Cream Bar Impulse 2.8 oz. - 2/24ct	48	\$95.31	\$1.99
47677-47420	TWIX Ice Cream Bar Impulse 3 oz. - 2/24ct	48	\$95.31	\$1.99
<b>Cakes</b>				
24682-06015	13x9 Large Sheet Cake	3	\$112.87	\$37.62

PRODUCTS OF HERSHEY CREAMERY CO. - NOT AFFILIATED WITH HERSHEY'S CHOCOLATE

Klement Distribution  
3271 US HWY 287 S Decatur, TX 76234  
Phone: 940-627-1773 · Fax: 940-627-0227

**CONFIDENTIAL**



# Purchase Order

Dispatch via Print

**Department of Agriculture**  
 OK DEPT OF AGRICULTURE FOOD & FORESTRY  
 ADMINISTRATIVE SERVICES  
 2800 N LINCOLN BLVD  
 OKLAHOMA CITY OK 731054298

Supplier: 0000077090  
 STILLWATER PUBLIC SCHOOLS  
 314 S LEWIS ST  
 STILLWATER OK 74074-3500

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
0409019796	02/25/2025		1
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>	
0 Days	Free on board at Destination	Common	
<b>Buyer</b>	<b>Phone/Email</b>	<b>Currency</b>	
Ashley Bender	405/522-1148	USD	

**Ship To:** OK DEPT OF AGRICULTURE, FOOD & FORESTRY  
 MARKET DEVELOPMENT SERVICES  
 PO BOX 528804  
 OKLAHOMA CITY OK 73152 8804

**Bill To:** OK DEPT OF AGRICULTURE, FOOD & FORESTRY  
 MARKET DEVELOPMENT SERVICES  
 PO BOX 528804  
 OKLAHOMA CITY OK 73152-8804

Tax Exempt? Y Tax Exempt ID: 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	84101501 / 1000013712	GRANT Federal Funding to Subdivisions, Federal Grants that pass through State Agency to State and Local Governments and Non-profit Organizations	1.0000	EA	25,000.0000	25,000.00	02/25/2025
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Funding for installation of approved Oklahoma Local Food for School Program Grant in accordance with attached contract.

Total PO Amount 25,000.00

**COMMENTS:**

This contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in this contract

This contract shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

During the effective term of the Agreement, should funding be increased, reduced or limited, the Department may increase, reduce or limit the monies available pursuant to this Agreement via issuance of a change order.

Contract period date of award through June 30, 2026.

Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.

Vendor Contact: Krista Neal 405-533-6445

Agency Contact: Brady Womack 405-522-3752  
 Agency Reference: 5423, 19501, 45, 3100001, FY25, E0001

**Authorized Signature**

Daniel C. Ridings, Director of Administrative Services  
 Digitally signed by Daniel C. Ridings, Director of Administrative Services  
 Date: 2025.03.06 17:02:22 -06'00'

## **AGREEMENT**

### **BY AND BETWEEN**

**THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY**

### **AND**

**STILLWATER PUBLIC SCHOOL**

This Agreement by and between the Oklahoma Department of Agriculture, Food, and Forestry (Department), P.O. Box 528804, Oklahoma City, Oklahoma 73152-8804 and Stillwater Public School, 5005 N. Perkins, Stillwater, OK 74075, is accepted by both the Department and Stillwater Public School for the purpose of fulfilling the objectives and provisions of the Oklahoma Local Food for Schools Program (OKLFS) and pursuant to the OKLFS rules.

### **NAME OF PROJECT**

Oklahoma Local Food for Schools Program (OKLFS)

### **PURPOSE**

The Oklahoma Local Food for Schools Program is state funded. Stillwater Public School will utilize the grant money to purchase unprocessed or minimally processed food in accordance with the OKLFS Grant application submitted to and held on file by the Department.

### **AGREEMENT TERMS**

This Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) in state funds. Total funds available for this Agreement shall be disbursed in increments based upon compliance with the OKLFS program, and payable on a cost reimbursable basis pursuant to paid invoice/receipts submitted to ODAFF by Stillwater Public School. No expenditures shall be made pursuant to the Agreement until after receiving a copy of the purchase order. All invoices for monies pursuant to this Agreement shall contain only expenditures that occurred during the term of the Agreement. All reports, invoices, and correspondence regarding this Agreement shall include the purchase order number for the benefit of all parties.

### **DURATION**

This Agreement shall be valid and in effect only after it is signed, dated, and a purchase order issued (Effective Date) and shall conclude on June 30, 2026. This Agreement shall remain in effect until the expiration date, or until thirty (30) days after written notice has been given by either party of their intent and desire to terminate the Agreement.

### **TERMINATION AND AMENDMENTS**

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by authorized officials of the Department and Stillwater Public School. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party. Early termination of this Agreement shall require an amendment to this Agreement and may require reimbursement up to the Agreement amount. During the effective term of the Agreement should funding be increased, reduced or limited, the Department may increase, reduce or limit the monies available pursuant to this Agreement via issuance of a change order.

### **STILLWATER PUBLIC SCHOOL AGREES**

1. To purchase food that is unprocessed or minimally processed in Oklahoma and is grown or raised within the State of Oklahoma.
2. To purchase unprocessed or minimally processed food from the approved vendor list at [www.ag.ok.gov](http://www.ag.ok.gov) and submit three (3) bids for unprocessed or minimally processed food from the approved vendor list.
3. To submit invoices and proof of expenditure documentation not to exceed Twenty-Five Thousand Dollars (\$25,000.00) upon issuance of the purchase order by June 30, 2026. After June 30, 2026, funds will be released from the existing purchase order.
4. To provide the Department any information needed or requested to demonstrate the effectiveness of the program.
5. That a failure to comply with all of the terms and provisions of this Agreement shall result in a suspension of eligibility for all other Department loan or grant programs and participation in any Department promotional program until such time that all terms and provisions of this Agreement are completed.
6. To retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for two (2) years from the date that all issues arising out of the action are resolved.
7. To allow the State Auditor or any other auditor specified by the Department to conduct an examination of any and all pertinent records, including books, documents, papers, records, accounting procedures and practices, claims, and other data regardless of type whether in written form, computer data, or any other form filed or produced relating to Stillwater Public School's performance under this Agreement or any of its subcontractors engaged in the performance of or involving any transactions related to this Agreement.
8. And certifies that the school and all proposed subcontractors, whether known or unknown at the time this Agreement is executed or awarded, are in compliance with 25 O.S. § 1313 and participate

in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the Free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**DEPARTMENT AGREES**

1. To reimburse Stillwater Public School upon receipt of properly submitted paid invoices or receipts, an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) of OKLFS funds to support the designated Project.
2. To provide payment to Stillwater Public School within forty-five (45) days upon receiving a proper invoice.
3. To assign a purchase order to initiate the Project work to Stillwater Public School.

**COMPLIANCE**

This Agreement is made expressly subject to, and the parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all rules and regulations now existing or that may be promulgated in accordance with all laws applicable in any way to the performance of this Agreement including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

**SEVERABILITY**

If any provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement shall not be affected. Additionally, for each provision of this Agreement found illegal, invalid, or unenforceable the parties shall add as an amendment to this Agreement a valid and enforceable provision as similar as possible to the terms contained in the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

For: **STILLWATER PUBLIC SCHOOL**

For: **OKLAHOMA DEPARTMENT OF  
AGRICULTURE, FOOD, AND FORESTRY**

By: *Krista Neal, MS, RD, LD, SNS*

By: \_\_\_\_\_

Daniel C. Ridings,  
Director of  
Administrative Services

Digitally signed by Daniel C.  
Ridings, Director of  
Administrative Services  
Date: 2025.03.06 17:03:05 -06'00'

(Signature)

(Signature)

Krista Neal, Nutrition Services Director

(Printed Name and Title)

(Printed Name and Title)

Date: 02/21/2025

Date: \_\_\_\_\_

# OKLAHOMA STATE DEPARTMENT OF EDUCATION

## CHILD NUTRITION PROGRAMS (CNP)

### PERMANENT AGREEMENT

7 CFR 225.6(i)

### SUMMER FOOD SERVICE PROGRAM (SFSP)

In order to effect the purpose of Section 13 of the National School Lunch Act (42 U.S.C. 1761), as amended, and the regulations governing the Summer Food Service Program for Children issued under 7 CFR Part 225, referred to as the *Program*, the State Department of Education, hereinafter referred to as the *State Agency*, and the sponsor whose name and address appear at the end of this Agreement, covenant and agree as follows:

#### THE STATE AGENCY AGREES THAT IT SHALL:

1. Reimburse the sponsor in connection with meals served under the Program to children at site(s) for which Site Information Sheet(s) have been submitted and approved by the State Agency.
  - a. During the period covered by this Agreement, the amount of reimbursement for meals served shall not exceed an amount equal to the number of meals, by type, served to eligible children multiplied by the applicable rates of reimbursement.
2. Provide advance payments to the sponsor to assist in meeting program costs. Procedures for advance payments will be in accordance with Section 225.9(c) of the Program regulations.

#### THE SPONSOR AGREES THAT IT SHALL:

1. Operate a nonprofit food service during the period specified, as follows:
  - a. From May through September for children on school vacation.
  - b. At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
  - c. During the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause.
2. For school food authorities, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children. 7 CFR 225.6(i)(2).  
For all other sponsors, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children. 7 CFR 225.6(i)(3).
3. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program.

4. Issue a free meal policy statement in accordance with Section 225.6(c) of Program regulations.
5. Meet the training requirements for its administrative and site personnel as required under Section 225.15(d)(1) of Program regulations.
6. Claim reimbursement only for the type of meals specified in this agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type of meals specified in the agreement and served without charge to children who meet the Program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under §225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State agency.
7. Submit claims for reimbursement in accordance with procedures established by the State Agency and those stated in Section 225.9 of Program regulations.
8. In the storage, preparation, and service of food, maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
9. Accept and use, in quantities that may be efficiently utilized in the Program, such food that may be offered as a donation by the United States Department of Agriculture (USDA).
10. Have access to facilities necessary for storing, preparing, and serving food.
11. Maintain a financial management system as prescribed by the State Agency.
12. Maintain on file documentation of site visits and reviews in accordance with Section 225.15(d)(2) and (3).
13. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and location. These records shall be retained for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.
14. Maintain children on-site while meals are consumed.
15. Retain final financial and administrative responsibility of its Program.
16. Provide audits as outlined in Section 225.10 of Program regulations and in accordance with 2 CFR 200.501. Any sponsor who expends more than \$1,000,000 in total federal funds in the prior fiscal year will be asked to submit a Program-specific audit. If a sponsor fails to submit an organization-wide audit to the State Agency, their claim for reimbursement will not be processed.

## **THE STATE AGENCY AND SPONSOR MUTUALLY AGREE THAT:**

1. Summer Food Service Program sites may be deleted or added to this application as the need arises **PROVIDED**, however, that no site may be added until the State Agency issues written notice of approval.
2. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its benefit.
3. The terms used in this Agreement have the same meaning as set forth in Section 225.2 of Program regulations.
4. The Healthy, Hunger-Free Kids Act of 2010 requires that the agreement between the State agency and SFSP sponsor be permanent. This means that once the State agency and SFSP sponsor enter into an agreement, it does not need to be renewed. SFSP sponsors now operating under a permanent agreement must submit an annual budget for administrative costs that must be approved by the State agency.

It is important to understand that describing the agreement as “permanent” means only that the agreement has no predetermined expiration date. Under certain circumstances, these agreements may be amended or cancelled, and this feature of the agreement does not create contractual obligations beyond those described in the SFSP regulations.

## **RECORD-KEEPING REQUIREMENTS**

The sponsor must keep full and accurate records respecting its food service to serve as a basis for the claim for reimbursement and for audit and review purposes. Records must include the following:

1. Records that document eligibility for the Summer Food Service Program
2. Records that support the number of meals served to children
3. Records that support food service costs
4. Records that support administrative costs
5. Records to support funds accruing to the Program
6. Other records include: agreement with schools to furnish meals; contract with a food service management company; bid procedures used; records and inventories of USDA donated foods; monitor’s reports of site visits and reviews; records of training conducted; menu records; receipts, invoices, and bills for all rented or purchased items and services; bank statements and deposit slips; accounting ledgers; and sanitation and health reports.

Additionally, records that document eligibility for the SFSP such as the application to participate in the SFSP and the signed agreement with the State agency must be maintained.

**NONDISCRIMINATION**  
(FNS-113)

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and Food and Nutrition Service (FNS) directives or regulations issued pursuant to that Act and the regulations to the effect that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received federal financial assistance from the United State Department of Agriculture; and hereby gives assurance that it will immediately take any measures necessary to fulfill this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds, reimbursable expenditures, grants, or donations of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Program applicant by USDA. This includes any federal agreement, arrangement, or other contract that has one of its purposes the provision of cash assistance for the purpose of food and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of Program operation to review such records, books, and accounts as needed to ascertain compliance with nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the USDA.

I certify that the site(s) has been visited and the information is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of federal funds and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. The person or persons whose signature appear below are authorized to sign this assurance on the behalf of the Program applicant.

*The authorized representative, whose signature appears on the Certificate of Authority/Authorized User Form, certifies that all completed information is true and correct to the best of his or her knowledge. This person signs or electronically submits and accepts final responsibility for the monthly claim for reimbursement and receives all correspondence from the State Agency.*

Posted: March 5, 2025  
Proposals due: April 10, 2025

## Stillwater School Nutrition Services Prime Vendor RFP for School Year 2025-2026

### Public Notice

Stillwater Public Schools Nutrition Services issues this Request for Proposals (RFP) to procure a contract solution for a **PRIME VENDOR (for Nutrition Services Food and Related Supplies)**. Details of the RFP are available beginning March 5, 2025, continuing until April 10, 2025.

Proposals must be submitted in a sealed packet, clearly marked as Prime Vendor and dated with the Response closing date. **Proposals must include two separate sealed envelopes; one for the Technical Proposal and the other for the Pricing Proposal.** Each sealed envelope must be clearly marked indicating "Technical Proposal" or "Pricing Proposal". Proposals must be received by the Stillwater Public Schools (SPS) Nutrition Services office 5005 N Perkins, Stillwater, OK 74075 by April 10, 2025, at 10:00 a.m. Central Time. Any responses received after 10:00 pm (Central Time) on April 10, 2025, will not be considered.

Non-Kickback Affidavit must be submitted.

The vendor must comply with the Contract Work Hours and Safety Standards Act (CWHSSA), which is a United States federal law that covers hours and safety standards. The Act provides that employees receive no less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek.

This procurement utilizes the Request for Proposal method and, as such, award does not have to be made to the company submitting the lowest priced proposal. The award will be given to the company submitting the best responsive proposal satisfying the requirements of Stillwater Public Schools.

Questions must be in writing and directed to Krista Neal, Nutrition Services Director, by email at [kneal@stillwaterschools.com](mailto:kneal@stillwaterschools.com).

The Stillwater Public Schools Board of Education is under no obligation to accept any offer and reserves the right to reject any or all offers. This RFP is submitted as a legal offer and when awarded by the Board of Education constitutes a firm contract. The Board of Education reserves the right to terminate the contract at any time if the offeror fails, neglects or refuses to comply with the terms of the contract. Responding offerors will be notified of the awardee upon final approval by the Stillwater Board of Education.

Buy American Provision: Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S.1760) to require School Food Authorities participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the United States to purchase for those programs, to the maximum extent practicable, domestic United States Department of Agriculture (USDA) Foods or products. For purposes of this provision, the term domestic food commodity or product means agricultural USDA Foods produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States SUBSTANTIALLY using agricultural USDA Foods that are produced in the United States. The Conference Report accompanying Public Law 105-336 clarifies that the term SUBSTANTIALLY means that over 51 percent of processed food comes from American-produced products. (SD-24-2016)

Premier and US Foods observe the Buy American provision to the maximum extent practicable, requiring that the food delivered is of domestic origin and/or the product is substantially produced in the United States. Here, substantially means 51% or more of the processed food is from U.S. produced products.

If compliance cannot be certified, we will explain why with the Buy American provision. Non-compliance may include but not limited to when a product is not produced or manufactured in the U.S. in enough and/or reasonable quantities

of a satisfactory quality – or when competitive quotes, bids and proposals reveal the cost of a U.S. product is significantly higher than the foreign product.

Notwithstanding US Foods' efforts to abide with the Buy American provision, it remains your responsibility to monitor certification and compliance. You are responsible for including, when applicable, a "Buy American Clause" in product specifications, bid solicitations, requests for proposals (RFPs), purchase orders and other procurement documents.

The United States Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or any program or activity conducted or funded by USDA. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html)>, or any USDA office, or call 866-632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to USDA by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250- 9410, by fax at 202-690-7442, or email at <[program.intake@usda.gov](mailto:program.intake@usda.gov)>.

Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339 or 800-845-6136 (Spanish).  
USDA is an equal opportunity provider and employer.

US Foods with OMNIA Partners and Premier has read and understood [Public Notice](#).

## TERMS & CONDITIONS

1. Sealed proposals are due at the Stillwater School Nutrition Services Office 5005 N Perkins, Stillwater, Oklahoma. Offers received after the closing time stated in the proposal will not be considered.
2. Proposals must be sealed and clearly marked with the name of the vendor, and closing date of RFP.
3. The award will be made, on the basis of price and other factors, to the responsive and responsible firm whose response is most advantageous to SPS, after price and other factors have been considered.
4. Penciled offers will not be accepted. All corrections must be initialed.
5. Anti-Collusion Affidavit and Non-Kickback Affidavits must be submitted.
6. Items shall be proposed F.O.B. to SPS and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
7. All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your proposal and such documentation will be furnished to the vendor with the purchase order.
8. The vendor shall deliver merchandise/services as proposed. No deviations shall be made without prior approval of SPS Nutrition Services.
9. No interpretation will be addressed by the SPS Nutrition Services unless it is received at least seven (7) days prior to the scheduled closing time. Any and all such interpretations and supplemental instructions will be in the form of written addenda and will be sent to all prospective vendors if the competitive nature of the RFP is affected. An extension of the closing date may be made by SPS, if the situation warrants.
10. Proposals should reference the brand name/item number listed or its equivalent. If proposals are based on equivalent ("alternate") products, indicate on the response form the manufacturer's name and item number. The vendor must submit spec sheets for any proposed "alternates" or where the brand is not specified. Proof of equivalency is the responsibility of the vendor, but final determination of acceptable equivalency belongs to SPS. Proposals that do not comply with these requirements are subject to rejection.

11. All proposals submitted are subject to the purchasing policies and procedures established by the SPS Board of Education, these Terms and Conditions, and specifications listed herein – all of which are made a part of this RFP by reference. This RFP, any subsequent purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma.
12. This RFP is submitted as a legal offer, and any bid awarded by SPS Board of Education constitutes a firm contract.
13. This form must be completed with the corporate name of the responder and must be fully and properly executed by an authorized person and notarized with full knowledge and acceptance of all its provisions. Any contract award and subsequent payment will be made on the basis of responder's name as shown on the response. Oklahoma laws require each vendor submitting a response to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this response is invalid if the statement of non-collusion is not signed.
14. By submitting a response, the vendor acknowledges and will honor the Terms and Conditions. Any attachments produced by the responder and submitted with this proposal will become part of this proposal. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
15. PROPOSALS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. SPS RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.
16. If this contract will involve any labor on the campus of SPS, the vendor must provide insurance coverage as prescribed by the laws of the State of Oklahoma. The vendor will hold the District harmless and will assume all responsibility for personal injury and property damage occurring with the project. The awarded vendor is to ensure a copy of an Insurance Certificate showing coverage by Worker's Compensation and/or other Liability Insurance is on file with the District, or that s(he) is exempt from carrying such insurance, BEFORE work begins.

US Foods hereby agrees to indemnify, defend and hold harmless **Stillwater Public Schools** and each of, its directors, officers, agents, employees, representatives, successors and assigns, (collectively, "Indemnitees") from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorneys' fees) and judgments (collectively, "Loss") arising out of: (a) any damage or defect to any products that is caused by US Foods while such products were in the care, custody or control of USF, (b) any acts or omissions of USF and its employees and agents acting under its control or supervision, and (c) any breach of this Agreement or proposal by US Foods provided, however, that there shall be no right to indemnification hereunder for any Loss arising out of the acts or omissions of any Indemnitee.
17. If your company participates in a national purchasing cooperative, please contact SPS Nutrition Services information regarding the District's participation.
18. There shall be no storage charges for any items stocked by the Vendor. Substitutions made for "out of stock" items are acceptable only with District approval and priced at or below the proposed price of the original items.

There shall be no storage charges for any items stocked by US Foods. Our priority is to ensure the products you receive meet your requirements. Although we are not liable for price differences between products, our system is designed to prevent the delivery of unauthorized items to your facilities. US Foods' streamlined process begins with reserving product inventory 48 hours prior to delivery, aiming to eliminate any potential shortages. Where a product is found to be out of stock at this stage or during order confirmation, an alert will promptly notify you. To ensure that your operations continue seamlessly, we offer two distinct processes for product substitutions:

  - **Exception Management:** This option allows you to select a substitute product at the time of order confirmation or when alerted about an out-of-stock product. It provides you with the flexibility to make timely decisions.

- **Master List Management (MLM):** MLM offers a more proactive approach by enabling you to centrally manage your shopping lists. You have real-time visibility into stock statuses and the ability to exercise complete control over substitute options for all products. This means you can pre-select and prioritize up to 4 approved substitute options based on various factors such as cost, nutrition, brand, and more. The stock status for these substitutes is clearly displayed, allowing you to make well-informed choices ahead of time.

With these processes in place, we aim to provide you with a seamless ordering experience, ensuring that you receive the necessary products to maintain smooth operations at your facilities.

19. The Vendor shall keep the District informed of any rebates that could be redeemed by the District and provide tracking information on usage so that the District may take full advantage of all available rebates and free goods offers.

The Premier Foodservice Program with US Foods offers deviations, allowances, and contracted manufacturer agreement rebates (CMARs) through its portfolio of contracted manufacturer agreements (CMAs). Rebates and price adjustments negotiated at the time of contracting include the number of adjustments, factors required to change, and price caps for the 3-year agreement. This process is managed directly by Premier. Contract utilization can be tracked through US Foods Business Analytics.

Please see the attached exhibit: **Cost Plus Fixed-Fee-Per-Case.pdf**

20. Deliveries are to be made weekly to 5005 N Perkins, Stillwater, OK 74075.
- a. Deliveries will be made during normal operating hours of 6:30 am – 11:00 am .
  - b. A loading dock is available.
  - c. All products and invoices will be inspected and signed by a Nutrition Services employee at the time of delivery denoting correctness of delivery, unless otherwise noted.

Delivery day and windows will remain the same as a current US Foods customer.

US Foods' Proof of Delivery makes deliveries easy and efficient and saves you time by ensuring that you get invoiced for exactly what was delivered.

- Drivers scan each item to confirm accurate delivery
- Your invoice is instantly adjusted for missing, damaged or refused items
- Receive an accurate invoice at the time of delivery
- Save time tracking credit memos and reconciling invoices

Managing your busy day is challenging enough without spending time watching over deliveries or tracking down credits and invoice adjustments. US Foods is committed to making it easy, with POD technology that brings accuracy and efficiencies to your delivery door, to save you time and money.

- Instant, accurate invoice—Printed at time of delivery and retrievable online
- On-the-spot adjustments—You are invoiced for exactly what is delivered
- Faster receiving—Spend less time monitoring deliveries
- Transparent—Accurate invoice and electronic signature capture

21. Returns and Credits:

- a. Nutrition Services reserves the right to refuse and return any product, at the time of delivery or at the next delivery date, that is determined to be unacceptable. Returned items and cause of refusal will be denoted on the signed invoice.
- b. Unacceptable product includes, but is not limited to: not meeting specification, out of date, damaged, or pilfered.

- c. Vendor will replace refused product within a time frame not disruptive of planned usage. Time frame will be mutually determined on a case by case basis by Nutrition Services and the vendor.

**Return Policy:**

Customers may need to return products for various reasons, such as damage, defects, quality issues, wrong shipments, unwanted substitutions, expired products, or changes in preferences. To provide clarity and maintain product integrity, we have established specific guidelines for different product classes.

- Refrigerated ready to eat products and ice cream: At the time of delivery.
- Frozen (if never thawed) products, dry and non-food products: Next delivery day.
- Drop Shipped Products: See carrier instructions and use the return label on the box.
- Special Orders: No returns allowed.
- Refused Product: If a product is damaged, out-of-code date, incorrect, or unwanted, it can be refused at delivery, and credit will be issued. The driver will adjust the original invoice accordingly.

If a product pickup and return is necessary, customers should request a "PickUp" when placing their regular orders.

The following policy applies:

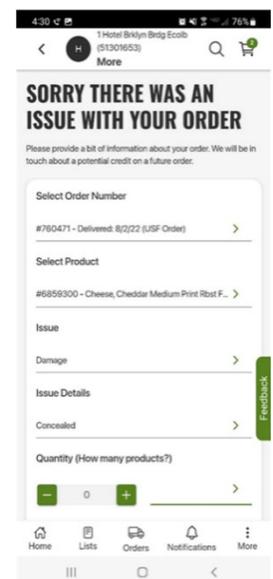
- Returned merchandise must be in resalable condition and packed in its original carton, unless authorized for quality inspection.
- Return requests because of quality problems require approval from US Foods. To submit credits, please email pictures of the yellow US Foods sticker, manufacturer code numbers on the box, and the product itself to US Foods Customer Service for approval.
- All returned items must have the original warehouse pick label affixed to them.
- Customers with large pallet drops and key drops must notify Customer Service via email within 24 hours of delivery regarding any product issues.
- All requests for returns of items must be reported within 14 days of receiving the merchandise.
- Returns are not accepted for merchandise made to order, imprinted items, or special order (non-stock) merchandise.
- Customers must adhere to the Criteria for Product to be Returned by Customers, Transportation procedures for Product

NEW to US Foods! Processing credits are now easier than ever and can be done from the convenience of your phone.

Steps to Request a Credit:

1. Gather Required Information:
  - a. Order Number
  - b. Product Number
2. Issue Type (e.g., damage, spoilage, wrong product, expired, or short delivery)
  - a. Quantity Involved
3. Include Photos (if applicable based on the issue type).
  - a. Submit the Credit Request:
  - b. Automatically generates a Service Request for tracking.

Returns, Driver Check-In procedures, and procedures for Product Returned by Customers Due to a Product Recall as outlined in the US Foods Good Manufacturing Practices. Please note that a pickup memo serves as a receipt of the returned product(s) and does not represent a credit.



22. Nutrition Services invoices are paid twice a month.
23. Either party may terminate this contract by notifying the other party in writing within thirty (30) days prior to the intended date of termination. Failure to comply in full with the terms of this contract will be considered cause for immediate cancellation.
24. Code of Conduct: No employee, officer, or agent of the District shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved.
25. Energy Policy and Conservation Act: The vendor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
26. Clean Air/Water Act: Vendor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act and the Federal Water Pollution Control Act as amended. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor must immediately notify the District of the receipt of any communication indicating that any of the Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. Contract Work Hours/Safety Standards Act: Vendor must comply with all applicable standards, orders, and requirements issued under 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
28. Protest Procedures: Any actual or prospective vendor who considers himself to have been aggrieved in connection with any solicitation, evaluation, or award of a contract by the District may formally protest by submitting in writing to the Business Office of the District specific identification of the statutory or regulatory provision alleged to be violated and a description of the specific action alleged to be in violation. If the protest is not resolved by mutual agreement, the District shall issue a written determination to the protesting party that includes the resolution of the protest. (SPS Policy #6350)

#### **EQUAL OPPORTUNITY STATEMENT**

Stillwater Public Schools, in compliance with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

US Foods with OMNIA Partners and Premier has read and understood [Terms and Conditions](#).

## Scope of Work

The goal of this Request for Proposal (RFP) is to establish a contract with a Vendor for the purchase and delivery of food and non-food items by Stillwater Public Schools Nutrition Services.

The contract shall include a complete and comprehensive program for orders, deliveries, fill-rate, pricing, invoicing, promotions and rebates, electronic data transmission, and evaluation programs. Stillwater Public Schools reserve the right to utilize a secondary vendor for food items if it is determined that it is in the best interest of the district to do so.

### Orders and Deliveries:

#### **US Foods Online Ordering Platform**

Still Water Public Schools will continue to have complete access to PremierFSDO.com (FSDO), an exclusive and user-friendly platform that enables easy management of operations and ordering of food, supplies, and services.

#### **Features:**

- Easy online ordering with a powerful and state-of-the-art marketplace. Access to market news, recipes, and services.
- Compatible with internet browsers and mobile applications with automatic upgrades at no extra cost.
- Instant email order confirmation and real-time inventory information. Product comparison and error prevention for seamless ordering.
- Personalized language options and intuitive search for ease of use. Customizable substitute suggestions for flexible purchasing.
- Access to invoices, payment history, and preparation for auto-substitution.
- Dedicated FSDO News Page for the latest releases, updates, events, resources, and Premier Foodservice Program training.

As a current customer of US Foods, delivery days and delivery windows will remain the same under the Premier Foodservice Program.

The **Proof of Delivery (POD)** from US Foods revolutionizes the delivery process with state-of-the-art technology that ensures an exact match between the items delivered to you and your invoice. POD makes deliveries easy and efficient and saves you time by ensuring that you get invoiced for exactly what was delivered.

- Drivers scan each item to confirm accurate delivery
- Your invoice is instantly adjusted for missing, damaged or refused items
- Receive an accurate invoice at the time of delivery
- Save time tracking credit memos and reconciling invoices

US Foods' corporate goal for on-time deliveries is 87%, and our current rate for Premier members is 87.44%.

As part of the Premier Foodservice Distribution Agreement, US Foods is committed to providing a 99% fill rate, inclusive of customer-approved substitutions, over one month. If the fill rates are found to be below 99% for one month, US Foods will develop action plans to identify and resolve the issues that are causing the deficiency.

***In our Value-added section below, you will find a list of programs and services designed to save you time and money. The robust offering of rebates and Incentives are detailed in our Executive Summary and below under Questions.***

Pricing proposals will be evaluated based on the lump sum of the Market Basket (see Attachment A).

Stillwater Public Schools' expectations are that the Vendor shall maintain a high quality program for warehousing and distribution, to assure that first-in first-out principles are used, product shelf life is monitored, products are free of damage, correct products and quantities are selected and delivered at the correct price, product discrepancies and complaints are resolved and corrective action is initiated, customer satisfaction is monitored, supplier, USDA and FDA initiated food recalls are promptly reported, and salvaged products are not used. It is critical to Stillwater Public Schools that an alliance is established with a Vendor who has a record of conforming to contractual requirements and schedules, a record of reasonable and cooperative behavior, commitment to customer satisfaction and an overall business-like concern for the interests and success of the customer. Proposals may include references from current Oklahoma school customers to help evaluate overall qualifications and customer satisfaction.

## **References**

### **Stillwater Public Schools**

Krista Neal, Nutrition Services Director

5005 N. Perkins Road

Stillwater, OK 74075

(405) 533-6445

### **Edmond Public Schools**

Kayla Steverson, Director of Child Nutrition

125 N. State Street

Edmond, OK 73003

(405) 340-2846

### **Moore Public Schools**

Tara Malbrough, CNO Director

615 South Tower Dr.

Moore, OK 73160

(405) 735-4032

US Foods takes food safety and food defense very seriously. We practice safe food handling during all phases when product is in our control. Our Food Safety and Quality Assurance Department monitors the implementation of US Foods food safety policies and procedures that comply with the U.S. Food and Drug Administration's (FDA) requirements. Our distribution center warehouse employees and drivers receive in-depth food safety and food defense training when hired and then again annually.

All US Foods Distribution Centers are Global Food Safety Initiative (GFSI) certified using the International Featured Standards (IFS) Logistics Standard. US Foods contracts with NSF International (NSF), a well-respected global auditing firm, to perform inspections at each of our facilities.

US Foods follows the FDA Food Safety and Modernization Act (FSMA) and has updated preventive controls and hazard analysis & critical control point (HACCP) programs in place. Each Distribution Center has Preventive Controls Qualified Individuals and HACCP trained employees on staff.

US Foods requires Exclusive Brand product (products bearing our label) manufacturers and all other manufacturers mandated by law to have a HACCP program and to submit an annual letter of compliance. Additionally, we require that all Exclusive Brand packers be GFSI certified.

US Foods facilities are registered with the FDA in compliance with the FDA's Public Health Security and Bioterrorism Preparedness and Response Act, and all registered facilities maintain the requisite records

identifying the immediate previous source and immediate subsequent recipient for all food products. Security of our facilities, trucks, and personnel is strictly maintained and periodically re-evaluated. US

Foods Distribution Centers have access control and other security programs in place. Incoming product is inspected for possible signs of tampering.

Protecting the health and safety of our customers and their customers is of the highest importance for all of us at US Foods. For additional information, please visit our website at [www.usfoods.com](http://www.usfoods.com).

While the purpose of this RFP is to establish an agreement with a Vendor to provide Stillwater Public Schools with a primary source of supply for regularly ordered food, the resulting agreement is not to be interpreted as an "exclusive" agreement with respect to all requirements for such products. It is anticipated that certain products or categories of products will be accepted or excluded from the

Agreement. A listing of specific exceptions would include, but not be limited to the following: ice cream and novelties, fresh milk and dairy products, bread, produce, vending items and non-food items. Stillwater Public Schools will not guarantee any purchase volume under any contract resulting from this RFP.

As a prime vendor, US Foods is committed to partnering with **Stillwater Public Schools** through the Premier Group Purchasing and Distribution Program. We define the prime vendor relationship as 80% of your annual food and supply spend. Please note that line item or Category Awards are not permissible under the Premier Program.

Stillwater Public Schools expect the Vendor to work in concert with all the participating staff to provide a high-quality dining program at competitive prices. With this goal in mind, the Vendor is expected to apprise Stillwater Public Schools and participating districts of opportunities to reduce cost and maintain high standards of food quality.

US Foods will continue to work with Still Water Public Schools to reduce costs and maintain standards. Through our relationship over the past 5 years Cindy has proactively communicated on manufacturer issues, daily reporting and bringing new items into stock. We have also began helping Still Water Public Schools engage with **Health-e Pro** as a Value-added service for menu planning and documentation to help save you time and money. We will continue to coordinate and host meetings/vendor shows on the memberships behalf to show new product ideas and collaborate.

US Foods and Premier leverage both their buying power and innovation to help you with your business and unique needs. Please see the list of Tools and Services available.

## **FOOD**

### **E-COMM**

Get complete control of your ordering with one simple, integrated platform.

### **MOBILE ORDERING**

With auto-save protecting your orders—even with your connection drops—and easy inventory tracking, you have control at your fingertips...anywhere and anytime.

### **MASTER LIST MANAGEMENT**

360° visibility and access gives you total control of your shopping lists and helps you make informed purchasing decisions across your entire network.

### **Trendview® 360**

Web-based analytical tool designed to assist our customers in taking control of foodservice costs. View weekly or monthly data to make timely decisions, enhance operations and maximize the value of their US Foods® purchasing program, available at no additional cost.

### **FOOD FANATICS CHEFS**

From introducing the latest products and innovations, to offering in-depth menu and recipe analysis, to consulting with operators on how to better your operation, Food Fanatics Chefs are here for you.

### **SCOOP**

Bringing 50-75 on-trend items to market every year across a range of categories, our exclusive product-innovation launch is all about food and fresh ideas designed to inspire your culinary vision.

## **FOOD FANATICS MAGAZINE**

This is where our Food Fanatics Chefs share their love of food through trends, recipes and ideas that inspire success.

## **CULINARY EQUIPMENT AND SUPPLIES**

Essential chef equipment supplies and best-in-class solutions that foodservice operators need to get more done in less time in the back of the house.

## **HUNGRY FOR BETTER**

Food can do remarkable things, like create change that unites us all and improves the state of our planet, people and communities. We are committed to working with our partners and suppliers to bring you the best and widest selection of products that are locally sourced, sustainable and promote well-being.

## **US FOODS DIRECT**

Tens of thousands of specialty products, shipped directly to you via FedEx and UPS. An entire, ever-expanding product assortment is available online and through our fully integrated mobile ordering platform.

## **SERVICES**

### **HEALTH-E PRO**

Premier's Meal Planner is menu planning software designed to take the mystery and complexity out of menu planning. It is approved by USDA for nutrient analyses in school meal programs and for use in certification of compliance with lunch meal requirements.

### **BETTER BUYS**

This is an integrated tool in our online ordering system, Premier FSDO, that provides real-time product conversion opportunities and savings.

### **PRODUCT SELECTION**

With Product Standardization, our US Foods representatives can review your purchases and identify opportunities where you can achieve more savings with your particular agreements. The higher the participation level in manufacturer agreements, the greater the savings.

### **MENU PROFIT PRO (MPP)**

It has never been easier to optimize your menu and improve your bottom line. MPP quickly calculates costs and margins and makes sure you are making the most of each item.

### **ALERTS**

Get important delivery or ordering information via email or push notifications on your mobile app, no matter where you are.

### **PINEAPPLE ACADEMY**

Improve operations while attracting and retaining employees through online training and career development opportunities from Pineapple Academy.

### **EXPANDSHARE**

By consistently onboarding and cross training your employees, you improve scheduling agility and retain better employees with career development opportunities.

### **INVENTORY CONTROL**

Identify high-cost products within your inventory and compare pricing of current inventories to past inventories to ensure cost efficiency.

### **ALWAYS SAFE**

100% Online food safety training that is an ANSI accredited provider of Online Food Protection Manager, Food Handler and Allergen Awareness courses.

### **PREMIER**

#### **CHILD NUTRITION SPECIALISTS**

Access exclusive resources and dietitians who specialize in menu planning, standardization and USDA compliance.

### **REGIONAL MEETINGS**

Learn of the newest contracts, latest trends and industry best practices while networking with your fellow foodservice professionals. Continuing education credits available. To learn more, click here:

<https://vimeo.com/usfoods/review/800947490/520968d79e>

### **CULINARY CLINICS**

A one-day culinary immersion designed to inspire and hone your skills in the kitchen with hands on-experience, guided by professional chefs. To learn more, click here:

<https://vimeo.com/usfoods/review/797740509/19207966aa>

### **BREAKTHROUGHS**

Attend this 3-day forum where 4,000 foodservice professionals and suppliers come together to share knowledge, network and learn the latest products and industry advances.

As the contract commences, pricing may be requested for new items. The Vendor may negotiate pricing with manufacturers on behalf of Stillwater Public Schools.

Submitted response is considered a legal offer and an award by the Stillwater Public Schools Board of Education constitutes a firm contract. Please reference "Terms and Conditions" attached. The fixed fees and availability of product must be guaranteed for the duration of the contract. **Amounts needed on each Market Basket item are estimates for evaluation purposes only and are not guaranteed.**

The fixed fee-per- case will be held firm for the term of each school year (July 1 through June 30). As a part of the renewal process, the fixed fee-per-case schedule will be reviewed annually and adjusted for key inflationary factors that affect the average case cost for K-12 participating members.

Please refer to the **Cost-Plus Fixed Fee** Document submitted with this proposal for more detail.

Your assistance and advice in clarification of our system and/or specifications is greatly appreciated. It is our hope you will continue to communicate trends in the market place so the goal of purchasing the right product at the right price for the greatest service to students is accomplished.

Premier and US Foods will help Still Water Public Schools stay up-to-date with the latest market intelligence through:

- Quarterly Business Review
- [www.usfoods.com](http://www.usfoods.com)
- Farmers Report
- US Foods Food Fanatics
- Premier FSDO News Page
- Premier Regional Meetings
- Premier Culinary Clinics
- Premier Breakthroughs
- Premier Viewpoint Newsletter

### **Proposal Schedule: (all times are Central Time)**

<b>RFP Issued</b>	March 5, 2025
<b>Deadline to Submit Proposal</b>	April 10, 2025 10:00 a.m.
<b>Award Announced</b>	May 14, 2025
<b>Contract Begins</b>	July 1, 2025

The initial term shall be from July 1, 2025, to June 30, 2026. This agreement will become effective upon signing by both parties. This agreement may be extended annually for an additional four (4) years upon mutual ratification by the parties.

US Foods with OMNIA Partners and Premier has read and understood [Proposal Schedule](#).

### **Estimated Quantities**

The quantities specified on the Market Basket, Attachment A, are representative of previous purchases and not a guarantee of future purchases.

If the actual annual purchases exceed a 33% increase in the amount of the estimated annual volume in the original RFP, Stillwater Public Schools will re-bid for the following year.

US Foods with OMNIA Partners and Premier has read and understood [Estimated Quantities](#).

### **Questions Regarding the RFP**

All questions of material relevance must be submitted in writing by email to Krista Neal, Nutrition Services Director by 3:00 p.m. CDT on April 7, 2025. Email address: [kneal@stillwaterschools.com](mailto:kneal@stillwaterschools.com). Responses to questions of material relevance will be issued to all potential vendors.

US Foods with OMNIA Partners and Premier has read and understood [Questions Regarding the RFP](#).

### **Pricing Information**

#### **A. Cost of Items**

The fixed fee structure established with the initial proposal may not change during the life of the contract. The fee structure shall remain firm for the duration of the contract on all products purchased through this agreement.

***The District is requesting pricing that includes the actual cost (actual cost to the Vendor)***

**of product plus a fixed fee for service per each case. The Vendor shall specify (on the attached “Attachment C -Fixed Fee / Case Schedule”) the fixed fee for service per case for each category of food and supplies not specifically listed on the market basket response sheets.** The fixed fee for service shall be a set flat-rate fee and not a percentage of the cost. The fixed fee for service shall include all associated costs, including, but not limited to, shipping, freight, storage, and fuel surcharges.

A market basket of items is attached with the proposal (see “Attachment A – Market Basket”). Pricing proposals will be evaluated based on the lump sum of the Market Basket. To evaluate pricing data, Vendors shall use “Vendor Costs” for the 2025-26 school year, beginning on July 1, 2025. For staple-type items, where School Year 2025-26 pricing is not available, vendors shall use “Vendor Costs” for the week of February 2, 2025.

**All price quotes must be submitted on the forms that accompany this RFP.**

As a valued Premier member, you benefit from our proven approach to sourcing and pricing—designed to provide pricing stability, cost protection, and reliable supply. Our comprehensive process ensures you can operate your child nutrition program with confidence, knowing you have access to high-quality products at the best total value.

### **Pricing Protection and Stability You Can Rely On**

- Long-Term Contracted Pricing for Predictability

Premier negotiates three-year agreements directly with leading food and supply manufacturers. These Contracted Manufacturer Agreements (CMAs) cover approximately 80% of the food and supplies our members purchase. These long-term partnerships help stabilize costs, protect against market volatility, and deliver ongoing savings year after year.

- Active Price Monitoring and Safeguards

We continuously monitor the marketplace and thoroughly review any supplier requests for price increases. No request is automatically approved; suppliers must provide clear data justifying any change. Additionally, if market conditions improve, we proactively work with suppliers to lower prices during the life of your agreement.

### **Flexible Pricing Strategies for Each Category**

- **Fixed Pricing:** For many products, we lock in pricing for a set period (monthly, quarterly, semi-annually, or annually), providing predictable costs and price protection.
- **Market-Based Pricing with Built-In Discounts:** For items affected by frequent market fluctuations, we negotiate manufacturer discounts upfront. These discounts are automatically applied to your invoices, ensuring competitive pricing regardless of market conditions.

### **The Value to You**

- Predictable, stable food costs
- Protection against unexpected price increases
- Opportunities for cost savings during the contract period
- Confidence in a transparent and ethical sourcing process
- Access to a robust, reliable supply chain

Premier’s sourcing and pricing strategy is designed to give you peace of mind—allowing you to focus on serving your students while we ensure you receive the best products at the most competitive prices.

The Vendor must guarantee that quoted items meet or exceed attached specifications by offering the Brand Name or “Equal To” for all items listed. To evaluate the quality of items offered, Vendor must submit specification sheets for any “alternate” items offered or where no brand/manufacturer is specified by the District. Stillwater Public Schools has sole authority in determining whether or not an item is an acceptable alternative.

No items requested shall include any state or federal excise tax. The tax exemption certificate will be furnished upon request. As the contract commences, pricing may be requested for new items. The Vendor may negotiate pricing with manufacturers on behalf of Stillwater Public Schools and the participating districts.

The **Premier Group Purchasing and Foodservice Distribution Program with US Foods** offers a **Cost-plus Fixed Fee Program**. Premier uses multiple pricing strategies (fixed, market) to provide both immediate and long-term price protection and predictability. Pricing is based on the volatility and composition of each product category, positively influencing product cost. **Fixed pricing is not guaranteed for all items. The fixed fee-per-case of \$3.13 is held firm for the term of each school year (July 1 through June 30).** As a part of the renewal process, the fixed fee-per-case schedule will be reviewed annually and adjusted for key inflationary factors that affect the average case cost for K-12 participating members.

Each location’s drop size performance will be identified quarterly. If a school actualizes a more advantageous fee-per-case opportunity for the previous quarter, a credit will be issued to the facility by the servicing US Foods distribution center.

The Market Basket provided with this RFP has been priced at the Fee-Per-Case of \$3.13 and Equipment and Supply products priced at a markup of 9.75%. Any additional locations coming on to the contract must qualify on their own merit outside of the parent tier.

**Premier’s K-12 Food Product & Distribution Program:**

Average Drop Size	Fixed Fee per Case 2025-2026 School Year
Less than \$2,499.99	\$3.13
2,500 - 2,999.99	\$2.95
3,000 - 3,999.99	\$2.87
4,000 - 5,499.99	\$2.80
5,500 - 6,999.99	\$2.76
7,000 - 10,999.99	\$2.63
11,000 - 15,999.99	\$2.59
16,000 and up	\$2.49

*The Fixed Fee-Per-Case schedule will be reviewed annually and adjusted for key inflationary factors that affect the Average Case Cost for K-12 Participating Members. Culinary Equipment & Supplies (CES) is a subsidiary of US Foods, which offers direct order and online purchasing of supplies and equipment.*

## B. Additional Cost Considerations

The district is interested in any additional incentives the Vendor may have to offer to decrease the cost of the foods it purchases. Vendors should offer only those items that they can supply to Stillwater Schools on a consistent basis. Stillwater Public Schools Board of Education will evaluate and award proposals on an item-by-item basis or in a manner that is most advantageous to the District.

**Included in the Executive Summary is a Value Summary with estimated earned incentives based off of estimated annual purchases. Here is an explanation of the incentives offered-** the Premier group purchasing program offers incentive opportunities on and above the cost off invoice:

### Premier Incentives and Rebates

**Participating Member Volume Incentive:** Participating Members will receive 0.12% of their total spend through US Foods which will be distributed quarterly via the Statement of Earned Incentives (Bank Statement).

**Earned Tier Adjustment:** All schools will be set up and charged the same fee-per-case. Based on the average drop size, a school may actualize a better fee-per-case tier for the previous quarter. Any credit earned will be paid by US Food in the form of a quarterly invoice credit.

**USF DIRECT Incentive:** Premier members will receive a credit of 1.5% on the cost of all products purchased through US Foods DIRECT. The credit on the account will equal the cost of DIRECT product (as seen on FSDO) less mark-up and freight multiplied by 1.5%. The credit will be issued monthly to individual customer accounts by US Foods. Tracking and verification provided by your US Foods Corporate team.

**US Foods Participation & Utilization Incentive (aka Direct Parent Incentive or DPI):** Members are eligible for an ongoing incentive of 1% that is to be paid semi-annually by US Foods. To be earned, members would need to meet or exceed prime vendor Participation with US Foods of 85% or more and a Premier CMA threshold of 60%. An affidavit is required for participation in this incentive.

**Contracted Manufacturer Agreement Rebates:** Based on contracted purchases, members may receive a quarterly contracted manufacturer agreement rebate payment paid one hundred percent (100%) by Premier. Premier contracted manufacturer rebates (CMAR) are negotiated by Premier on behalf of the membership and paid 100% to the purchasing member.

Quarterly rebates will vary and are determined by how many contracted items a member purchase during a specified period. These items are identifiable on the ordering website FoodserviceDirectOrder.com (FSDO) by the icon CMAR next to the product description. Detailed reporting is available through Premier on all CMARs collected and paid to each purchasing member.

**Quarterly rebates are paid by either check or ACH at the member's discretion.** Rebates are typically in arrears (approximately six (6) months) as both Premier and their manufacturer / vendor partners settle each financial quarter and then make rebate payments. Questions regarding rebate payments can be directed to Premier. Manufacturer rebates represent an extremely small amount of the total portfolio value as Premier focuses their negotiations with manufacturers on discounts and deviations to the manufacturers' cost resulting in a lower invoiced price to members rather than a rebated proposition that the member will have to wait a period of time to receive.

**Revenue Fee Share Program:** The revenue share agreement is based on Still Water Public Schools member utilization of the food contract and will be calculated at 30% of the net revenue collected by OMNIA Partners, Public Sector. This incentive is paid via ACH on a bi-annual basis. The annual Participant Rebate payment from OMNIA Partners shall include a remittance report detailing the calculation for the applicable Agreement-year Participant Rebate.

## C. Audit Rights

The District requires open, unannounced audit rights throughout the length of agreement. The District will audit only those materials associated with the District's pricing.

Upon 4 weeks' notice and no more frequently than once every 6 months, Premier may perform a price audit at the request of a member. The audit shall be limited to no more than 25 invoice items and must use documentation from Premier's pricing audit tool. Variances in price by a penny (\$0.01) or less, due to rounding, are acceptable from the calculated sell price and actual sell price and will not result in any additional audit(s) by the customer.

US Foods with OMNIA Partners and Premier has read and understood Pricing Information.

## Evaluation and Award

The award will be made, on the basis of price and other factors, to the responsive and responsible firm or individual whose response is most advantageous to the district, after price and other factors have been considered. Proposal evaluations will consider the following:

- Cost/Delivered Price 50 Points
- Ability to Provide Products and Meet Specifications 15 Points
- Service and Delivery 15 Points
- Discounts and Incentives (e.g., quick payment, p-card, volume) 5 Points
- Value-Added Services (e.g., reporting, inventory management) 5 Points
- Overall Qualifications, including past experience/history 10 Points

US Foods with OMNIA Partners and Premier has read and understood Evaluation and Award.

## Submission Checklist

Proposals must be submitted in a sealed packet, clearly marked as Prime Vendor and dated with the Response closing date. **Proposals must include two separate sealed envelopes; one for the Technical Proposal and the other for the Pricing Proposal.** Each sealed envelope must be clearly marked indicating "Technical Proposal" or "Pricing Proposal". Proposals must be received by the Stillwater Public Schools (SPS) Nutrition Services office 5005 N Perkins, Stillwater, OK 74075 by April 10, 2025, at 10:00 a.m. Central Time. Any responses received after 10:00 pm (Central Time) on April 10, 2025, will not be considered.

To ensure no typographical errors in evaluating cost, the vendor should email a digital copy of any or all documents on or after April 10, 2025 at 10:00 a.m. Documents should be emailed to [kneal@stillwaterschools.com](mailto:kneal@stillwaterschools.com).

Attachments must be included:

- Attachment A: Market Basket, a digital copy is available [here](#)
- Attachment B: Fixed Fee per Case Worksheet
- Attachment C: Business Felony Conviction Statement
- Attachment D: Certification Statement

**Attachment B - Fixed Fee per Case Schedule**

This fixed fee is the amount the District will pay above the actual cost to the Vendor. This will include all associated surcharges and costs, including, but not limited to, shipping, freight, storage, and fuel.

The District will consider proposed variations of the schedule listed below.

<b>PRODUCT CATEGORY</b>	<b>FIXED FEE / CASE</b>
Canned Fruits and Vegetables	\$3.13
Frozen Fruits and Vegetables	\$3.13
Dry Goods	\$3.13
Refrigerated Foods	\$3.13
Dairy	\$3.13
Frozen Center-of-Plate (Meat and Cheese)	\$3.13
Fresh Fruits and Vegetables	\$3.13
Condiments / Portion Control Items	\$3.13
Paper Goods / Disposables	\$3.13
Cleaning / Janitorial Supplies	\$3.13/9.75% for Equipment and Supplies
Chemicals	\$3.13

*The Fixed Fee-Per-Case schedule will be reviewed annually and adjusted for key inflationary factors that affect the Average Case Cost for K-12 Participating Members. Culinary Equipment & Supplies (CES) is a subsidiary of US Foods, which offers direct order and online purchasing of supplies and equipment.*

Attachment C- Business Felony Conviction Statement  
Stillwater Public Schools

**US Foods, Inc.** has entered into an agreement contract dated **4/10/2025** with (Company/Name)

STILLWATER PUBLIC SCHOOLS. The undersigned is a principal of the company and/or is authorized to execute and deliver this statement for and on behalf of the company. No employee of the company who has worked on or is working on school premises during normal school hours has been convicted in this state, the United States, or another state of (i) any sex offense subject to the Sex Offenders Registration Act in this state or similar of another state or the Federal Sex Offender Registration provisions; or (ii) any unpardoned felony sex offense within the last ten (10) years; except that the foregoing does not apply to volunteers, persons performing community service hours under court order, or persons performing community service under a supervised work release program, except that persons performing community service hours or services under work release have not been allowed to work on school premises at any time after having been convicted of any sex offense subject to the Sex Offenders Registration Act of this state, similar law of any other state, or Federal Sex Offender Registration provisions.

The undersigned is personally familiar with the facts stated above and makes the statement of the undersigned's knowledge.



Signature of Company Representative Dated

**Mischa Collins, VP National Sales Field Operations**

Printed Name of Company Representative

Attachment D: Certification Statement

I as the below-named representative do hereby certify that I have read and thoroughly understand the proposal requirements and specifications and that this proposal meets such criteria. I further certify that all deliveries will be made as requested and that all unit prices have been checked for accuracy and correctness. As such, these prices will be honored without any change or escalation for the duration of the proposal except that price adjustment may be allowed as so stated in the specifications.

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership, or individual has not prepared this proposal under collusion with any other vendor, and that the contents of this proposal as to prices, terms, conditions, of the said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

Company Name: **US Foods, Inc.**  
Address: **10211 N. I-35 Service Rd.**  
City, State, Zip: **Oklahoma City, OK 73131**  
Representative Signature:   
Representative Name: **Mischa Collins, VP National Sales Field Operations**  
Date: **4/10/2025**

Accounts Payable/Accounts Receivable Mailing and Contact Information:

Contact Person: **Cindy Carlton, Bid Account Manager**

Billing Address: **10211 N. I-35 Service Rd.**

Phone Number: **405.990.8435**

E-mail: [cindy.carlton@usfoods.com](mailto:cindy.carlton@usfoods.com)

Stillwater Attachment A Market Basket

Description	* Brand (or Spec)	Pack Size (Suggested)	Mfr Item Code	Estimated Annual Usage	Exact Match Currently Stocked? Yes or No	Pack Size (if different)	Brand (if different)	Description (if different)	Distributor Cost (NOI does not apply)	Fixed Fee per Case	Final Delivered Price to District	Extended Annual Cost
JUICE, VARIOUS 100% ASEPTIC W/ STRAW SHELF STABLE	Sun Cup	40/4.23 OZ		11,742								\$ -
MUFFIN, VARIOUS WHOLE GRAIN 2 OZ GRAIN EQUIVALENT IW FROZEN	SARA LEE FROZEN BAKERY	48/2 OZ		1,674								\$ -
BUN, HAMBURGER WHITE WHOLE-GRAIN RICH SLICED BAKED FROZEN 2GR EQUIVALENTS	MONOGRAM	8/24 EACH	15128510	144								\$ -
TRAY, FOAM FOOD 8.25X10.25 5 CMPT BLACK SCHOOL LUNCH	PACTIV	500 EA	YTHB05005GBX	92								\$ -
CRANBERRY, DRIED INFUSED FRUIT FLAVORED SWEETENED	CRAISINS	200/1.16 OZ		80								\$ -
DRESSING, RANCH BUTTERMILK SS CUP SHELF STABLE	TASTE PLEASERS GOURMET	100/1 OZ	716037229450	80								\$ -
JUICE, VARIOUS 100% SPARKLING CAN SHELF STABLE	THE SWITCH	24/7.5 OZ		80								\$ -
SAUCE, BBQ SS CUP	BULLS-EYE	100/1 OZ	19582397095	80								\$ -
TRAY, PAPER BOARD FOOD 3 LB CLAY COATED WHITE & RED PLAID	MONOGRAM	2/250 EA	795012	80								\$ -
YOGURT, STRAWBERRY BLENDED RBST FREE SS CUP REF	DANIMALS	48/4 OZ	73463	80								\$ -
WATER, PURIFIED PLASTIC BOTTLE TWIST CAP SHELF STABLE	THIRSTER	24/16.9 OZ	767514	72								\$ -
BEEF, PATTY GROUND W/ ONION 2.6 OZ ROUND CHILD-NUTRITION VPP COOKED FROZEN	ADVANCEPIERRE	100/2.6 OZ	10000013782	70								\$ -
FORK, MEDIUMWEIGHT BLACK POLYSTYRENE BULK DISPENSER REFILL PLASTIC	DIXIE ULTRA SMARTSTOCK	24/40 EA	SSF51	60								\$ -
SPOON, TEA MEDIUMWEIGHT BLACK POLYSTYRENE BULK REFILL PLASTIC	DIXIE ULTRA SMARTSTOCK	24/40 EA	SSS51	60								\$ -
TRAY, PAPER BOARD FOOD 1 LB CLAY COATED WHITE & RED PLAID	MONOGRAM	4/250 EA	795009	60								\$ -
CEREAL, WHOLE-GRAIN RICH SS BOWL <6G SUGAR/1 OZ SHELF STABLE	GENERAL MILLS SALES INC/POST CONSUMER BRANDS	96/1 OZ		56								\$ -
TRAY, PAPER BOARD FOOD 5 LB CLAY COATED WHITE & RED PLAID	MONOGRAM	2/250 EA	790544	56								\$ -
DRESSING, RANCH VARIOUS SS CUP REF	KEN'S	100/1.5 OZ		50								\$ -
JUICE, VARIOUS 100% PLASTIC BOTTLE SHELF STABLE	TROPICANA	24/10 OZ		48								\$ -
TORTILLA, FLOUR WHOLE WHEAT 10" PRESSED SHELF STABLE	LA BANDERITA	12/12 EA	2757	48								\$ -
CHIP, TORTILLA REDUCED FAT SS BAG	DORITOS	72/1 OZ		46								\$ -
CEREAL, WHOLE-GRAIN RICH SS CUP <6G SUGAR/1 OZ SHELF STABLE	GENERAL MILLS SALES INC/POST CONSUMER BRANDS	60/2 OZ		40								\$ -
CHEESE, MOZZARELLA STRING IW REF	LAND O' LAKES	168/1 OZ	59701000034500	40								\$ -
DONUT, YEAST RING WHOLE GRAIN 2.45 OZ PARFRIED BOX FROZEN	RICH'S	84/2.45 OZ	14839	40								\$ -
FORK, MEDIUMWEIGHT BLACK PLASTIC REFILL	DIXIE ULTRA SMARTSTOCK	24/40 EA	DUSSF5	40								\$ -
PINEAPPLE, TIDBIT IN JUICE BOWL IMPORTED PHILIPPINES	DOLE PACKAGED	36/4 OZ	419	40								\$ -
SANDWICH, SOY BUTTER & JELLY GRAPE CRUSTLESS WHOLE-GRAIN-RICH CHILD-NUTRITI	EZ JAMMERS	72/2.4 OZ	607	40								\$ -
SAUCE, MARINARA TOMATO SS CUP	HEINZ	60/2 OZ	10013000529300	40								\$ -
SPOON, TEA MEDIUMWEIGHT BLACK PLASTIC REFILL	DIXIE ULTRA SMARTSTOCK	24/40 EA	DUSST5	40								\$ -
PEACH, DICED IN JUICE SS PLASTIC CUP	DOLE PACKAGED	36/4 OZ	3073	38								\$ -
Bowl, FOAM 12 OZ WHITE	DART	20/50	12B32	36								\$ -
CEREAL, GLUTEN-FREE SS CUP SHELF STABLE	GENERAL MILLS SALES INC	60/20Z		36								\$ -
HONEY BUN, WHOLE-GRAIN-RICH GLAZED 2.75 OZ THAW & SERVE FROZEN IW GOODYBUN	SUPER BAKERY	80/2.75 OZ	6060	36								\$ -
MAYONNAISE, SS POUCH	HEINZ	200/12 GR	10013000531709	34								\$ -
BOWL, FOAM 6 OZ WHITE	DART	20/50 EA	6B20	32								\$ -
DRESSING, VARIOUS SS POUCH SHELF STABLE	KRAFT	60/1.5 OZ		32								\$ -
BREAD, WHITE WHOLE GRAIN 22" 24 SLICED 7/8" LOAF BAKED FROZEN PULLMAN	FLOWERS FOODS SPECIALTY GROUP	10/24 OZ	99835670	30								\$ -
CHICKEN, PATTY 3.49 OZ BREADED FRITTER WHOLE GRAIN WHITE & DARK MEAT CHILD-	TYSON	6/25/3.49 OZ	10703040928-DWO	30								\$ -
ORANGE, MANDARIN WHOLE IN JUICE SHELF STABLE SS PLASTIC CUP	DOLE PACKAGED	36/4 OZ	4208	30								\$ -
PEAR, DICED IN JUICE RANDOM SS PLASTIC CUP	DOLE PACKAGED	36/4 OZ	3019	30								\$ -
TRAY, PLASTIC FOOD 3.06X3.06X1.25 BLACK SQUARE	PAR-PAK	2500 EA	21929	30								\$ -
DONUT, CAKE RING WHOLE-GRAIN-RICH FORTIFIED 3 OZ COOKED IW FROZEN SUPER PLU	SUPER BAKERY	80/3 OZ	19000	26								\$ -
CHIP, POTATO KETTLE 40% LESS FAT SS BAG	KETTLE LAY'S	64/1.37 OZ		24								\$ -
CRACKER, WHOLE GRAIN CHEDDAR GOLDFISH SHAPED SS BAG	PEPPERIDGE FARM	300/.75 OZ	200140018105	24								\$ -
SAUSAGE, PORK PATTY 1.5 OZ 3.25" MILD COOKED CHILD-NUTRITION FROZEN BREAKFA	JIMMY DEAN	10 LB	10000025446	24								\$ -









PROPRIETARY AND CONFIDENTIAL

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