



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA
MAY 20, 2024

723 S. Lewis Street, Room 1122B
Stillwater, OK 74074
5:30 PM

Chair Will Joyce, Vice Chair Amy Dzialowski, Trustees Christie Hawkins, Kevin Clark,
& Tim Hardin

1. Call Meeting to Order

2. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Trustees will take action on these items collectively with a single vote. The requested action is indicated for each item listed. Should a Trustee elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Trustee or the General Manager may simply ask the Chair to remove an item from the consent docket prior to action by the Trustees and no action will be taken on the removed item at this meeting.

a.	Approve May 8, 2024 special meeting minutes		
b.	Approve Sierra Container Group Agreement Extension	SUA-24-25	Matt Faulkner

3. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Trustees at a regularly scheduled meeting on any item of business listed on the meeting agenda provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

4. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the Trustees. The Trustees may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision, or amendment.

5. Questions and Inquiries

6. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Trustees, General Manager or General Counsel. Items of City business that may require discussion or action, including a vote or series of votes, are listed below

7. Adjourn

On May 16, 2024 at 4:15 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED MAY 7, 2024, AT 11:45 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
SPECIAL MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
MAY 8, 2024**

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR AMY DZIALOWSKI
TRUSTEES CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:33 p.m.

2. CONSENT DOCKET

- a. Approve regular meeting minutes from April 15, 2024
- b. Approve budget amendment for electric service improvements to Block 34
- c. Approve Wartsila Master Service Agreement Amendment Six
- d. Approve the purchase of a Caterpillar 310 Hydraulic Excavator with attachments, via Oklahoma State Contract SW-192 pricing, from Warren Cat, and approve budget amendment appropriating funds in an amount not to exceed \$197,831, which includes a 10% contingency.

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

3. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. RESOLUTIONS

- a. Resolution No. SUA-2024-3: A resolution authorizing and approving the submission of a grant application for Fiscal Year 2022 Community Grant Funds administered by the United States Environmental Protection Agency (EPA) for the Stillwater Utilities Authority Wastewater Project and authorizing the Chair or Vice-Chair to execute any related grant agreements or documents

City Attorney Kimberly Carnley reported that this is a resolution for EPA Community Grant Funds for eligible water infrastructure projects. SUA has identified an eligible clean water project. The project is

West College Sewer and Manhole Rehabilitation Clean Water Project. The estimated total project costs are \$5,000,000 and the estimated EPA grant funds contribution is \$5,000,000. The SUA has received a waiver of any required local match funds. Approval of this resolution will authorize SUA to submit the grant application.

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE CLARK TO ADOPT RESOLUTION NO. SUA-2024-3 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- b. Resolution No. SUA-2024-4: A resolution authorizing and approving the submission of a Grant Application for Fiscal Year 2022 Community Grant Funds administered by the United States Environmental Protection Agency (EPA) for the Stillwater Utilities Authority Drinking Water Project and authorizing the Chair or Vice-Chair to execute any related grant agreements or documents

City Attorney Kimberly Carnley reported that this resolution is also for EPA Community Grant Funds eligible for water infrastructure projects. This resolution is for an identified drinking water project that would be for the Construction of a New Chemical Building 02 at the Stillwater Water Treatment Plant. The estimated total project costs are \$5,000,000 and the estimated EPA grant funds contribution is \$5,000,000. The SUA has received a waiver of any required local match funds. Approval of this resolution will authorize SUA to submit the grant application.

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO ADOPT RESOLUTION NO. SUA-2024-4 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

6. QUESTIONS & INQUIRIES

None.

7. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.
- b. Miscellaneous items from the General Manager: No report.
- c. Miscellaneous items from Trustees: No report.
 - i) Discussion about scheduling items for upcoming meetings

8. ADJOURN

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE CLARK TO ADJOURN THE MAY 8, 2024 SPECIAL MEETING OF THE STILLWATER UTILITIES AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The May 8, 2024 special meeting of the Stillwater Utilities Authority adjourned at 6:36 p.m.

**WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY**

**TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY**

DRAFT

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: MAY 20, 2024**

Agenda Item:	2.b. SUA-24-25
Previous/Related Action:	Minutes - SUA 080122 Minutes - SUA 060523
Background/Issue:	The Waste Management Department provides residential waste and recycling poly-carts to residents within the City of Stillwater and the surrounding areas. Due to wear of existing poly-carts, and the addition of new residential development the purchase of new poly-carts is required annually. On August 1, 2022 the City of Stillwater entered a contract with Sierra Container Group for the purchase of new poly-carts. The contract allows for three additional one-year terms with the execution of an extension agreement prior to the end of the existing contract. On June 5, 2023 the City of Stillwater entered into the first of three extension agreements.
Proposal/Solution:	Sierra Container Group has agreed to extend the contract for an additional year with no changes to the original bid for FY 25.
Financial Source/Impact:	The FY 25 Waste Management budget includes \$150,000 in funds for the purchase of residential poly-carts.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends that the Trustees authorize the second extension agreement with Sierra Container Group and authorize expenditures up to \$150,000 for the purchase of new poly-carts.
Prepared By:	Matt Faulkner, Waste Mgmt. Dir.
Reviewed By:	Matt Faulkner Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, General Manager

Attachments

1. SUA.Minutes.08.01.2022
2. SUA.minutes.06.05.2023
3. For reference original Sierra Container Group Bid Packet
4. For reference Sierra Container Group Ext #1 2023
5. EXT # 2 of Purchase Agreement Sierra Container Group to sign

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED JULY 29, 2022 AT 8:30 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
AUGUST 1, 2022**

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR ALANE ZANNOTTI
TRUSTEES AMY DZIALOWSKI AND KEVIN CLARK
ABSENT: TRUSTEE CHRISTIE HAWKINS

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 5:55 p.m.

2. CONSENT DOCKET

- a. Approve regular meeting minutes of July 18, 2022

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE DZIALOWSKI TO APPROVE THE
CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, CLARK-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

3. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. GENERAL ORDERS

- a. Approve bid award to Sierra Container Group for the purchase of new residential poly-carts and
authorize expenditures up to \$150,000

Waste Management Director Chris Knight reported that Waste Management currently provides residential waste and recycling services through the placement of poly-carts to approximately 15,000 residential customers in the City of Stillwater and the surrounding area. Due to the normal wear and tear and growth in the residential waste and recycling collection service, a number of new poly-carts are required. He stated bids were solicited and four bids were received. The bid submitted by Sierra Container Group met all the technical specifications and was the most responsible bidder.

MOTION BY TRUSTEE DZIALOWSKI, SECOND BY TRUSTEE CLARK TO AWARD THE BID TO SIERRA CONTAINER GROUP AND AUTHORIZE EXPENDITURES UP TO \$150,000 FOR THE PURCHASE OF NEW RESIDENTIAL POLY-CARTS.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, CLARK-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

- b. Approve bid award to Rolloffs USA for the purchase of new commercial dumpsters and authorize expenditures up to \$100,000

Waste Management Director Chris Knight reported that Waste Management currently provides commercial waste through the placement of dumpsters to approximately 1,000 commercial customers in the City of Stillwater and the surrounding area. Due to the normal wear and tear on the existing dumpster inventory, a number of new dumpsters are required. Mr. Knight stated that bids were solicited with one bid being received. That bid was submitted by Rolloffs USA and it met all the technical specifications and was the most responsible bidder.

MOTION BY TRUSTEE CLARK, SECOND BY VICE CHAIR ZANNOTTI TO AWARD THE BID FOR THE PURCHASE OF NEW COMMERCIAL DUMPSTERS TO ROLLOFFS USA AND AUTHORIZE EXPENDITURES UP TO \$100,000.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, CLARK-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

- c. Approve award of the 32nd Avenue waterline replacement and add alternate bid to Danny Wick Excavating in the amount of \$720,000; authorize the general manager to execute the construction contract and associated documents; and authorize \$831,000 in construction expenditures, which includes construction, testing, and approximately 15% in contingency

Director of City Engineering Monty Karns reported that a 6" diameter asbestos pipe (ACP) waterline along 32nd Avenue has experienced more than 20 leaks over the past three years. The City previously replaced the ACP waterline west of this location; however, the waterline continues to be problematic. He stated that City engineering staff performed in-house design for a 6-inch PVC waterline to replace the remaining 5,000 feet of ACP waterline along 32nd Avenue. An additional alternate alignment to both abandon the SH-177 waterline crossing at 32nd Avenue and eliminate a dead-end north of 32nd Avenue was designed and included in the bid. Bids were solicited with two bids being received. Mr. Karns stated that separate from the bidding process, the City requested a bid through the State of Oklahoma Job Order Contracting System (JOC). City staff reviewed the bid packages and found Danny Wick Excavating to be the lowest responsible bidder.

MOTION BY TRUSTEE DZIALOWSKI, SECOND BY TRUSTEE CLARK TO AWARD THE 32ND AVENUE WATERLINE REPLACEMENT AND ADD ALTERNATE BID TO DANNY WICK EXCAVATING IN THE AMOUNT OF \$720,000; AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT AND ASSOCIATED DOCUMENTS; AND AUTHORIZE \$831,000 IN CONSTRUCTION EXPENDITURES, WHICH INCLUDES CONSTRUCTION, TESTING, AND APPROXIMATELY 15% IN CONTINGENCY.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, CLARK-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

6. RESOLUTIONS

- a. Resolution No. SUA-2022-7: A resolution authorizing the transfer of certain reserve funds to the Stillwater Economic Development Authority; ratifying all actions taken by the chairman to transfer certain reserve funds; approving and authorizing the chairman or vice chairman of the Authority to approve, finalize, execute, modify and/or deliver the necessary or appropriate documents to accomplish the transfer of certain reserve funds

Deputy City Manager Melissa Reames reported that on May 15, 2022, City Council and SEDA Trustees authorized City staff to go ahead and secure a loan so the City could advance money to the USA Rare Earth Economic Development Project. Staff was able to accomplish this task and some of the requirements of this transaction is that \$7 million dollars will need to be borrowed from the SUA Reserve Fund. That money will be loaned to SEDA to purchase the CD that will secure the line of credit with Great Plains Bank. This resolution is to solidify the transfer of funds from one municipal trust to another.

MOTION BY TRUSTEE DZIALOWSKI, SECOND BY VICE CHAIR ZANNOTTI TO ADOPT RESOLUTION NO. SUA-2022-7 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, CLARK-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

7. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.
- b. Miscellaneous items from the General Manager: No report.
- c. Miscellaneous items from Trustees: No report.
 - i) Discussion about scheduling items for upcoming meetings

8. QUESTIONS & INQUIRIES

None.

9. ADJOURN

MOTION BY TRUSTEE DZIALOWSKI, SECOND BY TRUSTEE CLARK TO ADJOURN THE AUGUST 1, 2022 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, CLARK-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

The August 1, 2022 regular meeting of the Stillwater Utilities Authority adjourned at 6:07 p.m.



WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY



TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED MAY 31, 2023 AT 11:55 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 5, 2023**

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR AMY DZIALOWSKI
TRUSTEES CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 7:21 p.m.

2. CONSENT DOCKET

- a. Approve regular meeting minutes of May 1, 2023
- b. Authorize FY24 expenditures for maintenance services or equipment parts up to \$300,000 from Wartsila for the three 18V50SG engine/generators at Stillwater Energy Center and approve budget amendment appropriating \$300,000 from the Electric Rate Stabilization fund
- c. Approve FY24 software license and support agreement with Futura Systems, Inc. in an amount not to exceed \$66,509 and authorize the Interim General Manager to sign the related documents
- d. Authorize the extension agreement with Sierra Container Group for FY24 and expenditures up to \$150,000 for the purchase of new poly-carts for Waste Management

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

3. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. GENERAL ORDERS

None

6. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.

- b. Miscellaneous items from the General Manager: No report.
- c. Miscellaneous items from Trustees: No report.
 - i) Discussion about scheduling items for upcoming meetings

7. QUESTIONS & INQUIRIES

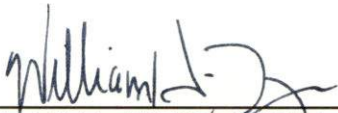
None.

8. ADJOURN

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE CLARK TO ADJOURN THE JUNE 5, 2023 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The June 25, 2023 regular meeting of the Stillwater Utilities Authority adjourned at 7:21 p.m.



WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY



TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM #2 PURCHASE AGREEMENT
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**FORM #2
 PURCHASE AGREEMENT
 [7 Pages]**

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be rejected. This form constitutes your offer and if accepted by the City of Stillwater will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

This PURCHASE AGREEMENT is between the CITY OF STILLWATER, a municipal corporation, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, Stillwater has approved certain specifications and advertised for or solicited Bids on the following goods or services:

**Poly Cart Containers
 SUA Bid #03-22/23**

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to Stillwater, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. DOCUMENTS COMPRISING THE AGREEMENT.

The Bid Packet includes the Notice of Invitation for Bid; Summary Sheet; Form #1 – Bidder Information Sheet; Form #2 – Purchase Agreement; Form #3 – Interest Affidavit; Form #4 – Non-Collusion Affidavit; Form #5 – Affidavit of Claimant; Form #6 – Acknowledgement of Receipt of Addenda/Amendments; Form #7 – Business Relationship Affidavit; Instructions, Terms & Conditions for Bidders; Special Requirements; Technical Specifications; Exhibit A - Bid Form; and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet.

2. PURCHASE AND SALE.

Seller agrees to sell Stillwater the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. Stillwater agrees to pay Seller the price set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to Stillwater, (ii) the Stillwater's

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM #2 PURCHASE AGREEMENT
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acceptance thereof, and (iii) Seller's submission and Stillwater's approval of a verified claim of the amount due. Stillwater shall not pay any late charges or fees.

3. APPROXIMATE QUANTITIES.

Stillwater does not guarantee a specific quantity. On all items which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Seller. Payment on the unit price items will be based on the actual number of units ordered after award.

4. IRREVOCABLE OFFER.

Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless the Stillwater's Mayor executes this Agreement accepting Seller's Bid. No Stillwater officer, employee or agent except the Mayor has the authority to award contracts or legally obligate the Stillwater to any contract. Seller shall not provide any Goods and/or Services to Stillwater pursuant to this Agreement before this Agreement is executed by Stillwater. If Seller provides any Goods and/or Services to Stillwater before this Agreement is executed by Stillwater, such Goods and/or Services are provided at Seller's risk and Stillwater shall have no obligation to pay for any such Goods and/or Services.

5. TERM.

The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor and terminating one year from that date. Stillwater in its sole discretion may offer Seller an opportunity to renew this Agreement for three (3) additional one (1) year terms. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by Stillwater of the Goods and/or Services set forth in this Agreement is subject to Stillwater's needs and to Stillwater's annual appropriation of sufficient funds in Stillwater's fiscal year (July 1st to June 30th) in which such Goods and/or Services is purchased. In the event Stillwater does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by Stillwater.

6. WARRANTIES.

Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that that Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by Stillwater, whichever is later, or **as specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

7. WARRANTY REMEDIES.

Stillwater shall notify Seller if any Goods and/or Services fail to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Good and/or Services shall be determined by Stillwater to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by Stillwater, then Stillwater at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM #2 PURCHASE AGREEMENT
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8. SELLER BEARS RISK.

The risk of loss or damage shall be borne by the Seller at all times until the Acceptance of the Goods or Services by Stillwater.

9. NO INDEMNIFICATION BY CITY.

Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Seller shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled.

10. INDEMNIFICATION BY SELLER.

Seller agrees to save Stillwater and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Seller, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from Seller in connection with the Goods and/or Services to be provided or performed hereunder. Seller agrees to indemnify, defend, and save harmless Stillwater and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

11. NO INSURANCE BY CITY OF STILLWATER.

If Stillwater is leasing Goods herein, Stillwater shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. Stillwater is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

12. NO CONFIDENTIALITY.

Seller understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.

13. NON-RESPONSIVE BIDS.

Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if Stillwater accepts Seller's Bid and awards a contract to Seller based on such Bid, Stillwater shall not be bound to any exceptions, changes, or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by Stillwater in writing will be void and of no force and effect.

14. COMPLIANCE WITH LAWS.

Seller shall be responsible for complying with all applicable federal, state and local laws, regulations, and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement 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.

15. TERMINATION.

Stillwater, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of the Stillwater. If this Agreement is so terminated, Stillwater shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. Stillwater's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

16. PRICE CHANGES.

The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Seller is bound by prices submitted on its Bid Form.

17. RIGHT TO AUDIT.

The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Seller is required to retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of this Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

18. NOTICE.

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or depositing in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller: Sierra Container Group - Attn: Andrew Moore

6160 SW Highway 200 Suite 110

Ocala, FL 34476

ii. To Stillwater: City Clerk
City of Stillwater
723 S. Lewis / P.O. Box 1449
Stillwater, OK 74076-1449

19. RELATIONSHIP OF PARTIES.

The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Stillwater under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the Stillwater for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the Stillwater for its employees. The Seller shall be solely liable for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have the right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM #2 PURCHASE AGREEMENT
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20. THIRD PARTIES.

This Agreement is between Stillwater and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.

21. TIME OF ESSENCE.

Stillwater and Seller agree that time is deemed to be of the essence with respect to this Agreement.

22. BINDING EFFECT.

This Agreement shall be binding upon Stillwater and Seller and their respective successors, heirs, legal representatives and permitted assigns.

23. HEADINGS.

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

24. SEVERABILITY PROVISIONS.

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

25. GOVERNING LAW AND VENUE.

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.

26. NO WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

27. ENTIRE AGREEMENT / NO ASSIGNMENT.

This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by Stillwater and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without Stillwater's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

28. MULTIPLE COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

29. INTERPRETIVE MATTERS AND DEFINITIONS.

The following interpretive matters shall be applicable to this Agreement:

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM #2 PURCHASE AGREEMENT
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- i. Unless the context otherwise requires:
 - (a) All references to Sections are to Sections of this Agreement;
 - (b) Each term defined in this Agreement has the meaning assigned to it;
 - (c) "Or" is disjunctive but not necessarily exclusive;
 - (d) Words in a singular include the plural and vice versa.
 - (e) All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- ii. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- iii. Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- iv. The word "including" means "including, without limitation" and does not limit the preceding words or terms;
- v. All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.

30. EQUAL EMPLOYMENT OPPORTUNITY.

Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

31. AUTHORITY TO BIND.

The undersigned individual states that s/he has the authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.

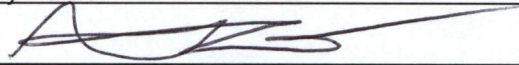
	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM #2 PURCHASE AGREEMENT
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IMPORTANT NOTE: This document **must** be signed by the proper person as set forth in Purchase Agreement, Paragraph 31. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: Sierra Container Group

Sign Here ▶



ATTEST:

Printed Name: Andrew Moore

Corporate Secretary

Title: Vice President

Date: July 6, 2022

<u>Sierra Container Group</u>	<u>6160 SW Highway 200 Suite 110</u>	<u>Ocala</u>	<u>FL</u>	<u>34476</u>
Company Name/Address [Please Print]	Address	City	State	Zip Code

<u>(706) 373 - 1897</u>	<u>() -</u>	<u>Andrew@Sierracontainer.com</u>
Telephone Number	Fax Number	Email Address

**STILLWATER UTILITIES AUTHORITY,
A public trust,**

ATTEST:

By: _____
William H. Joyce, Chairman

Date: _____

City Clerk

APPROVED:

Kimberly Carnley, General Counsel

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM # 3 INTEREST AFFIDAVIT
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FORM #3

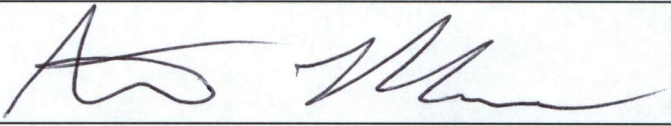
INTEREST AFFIDAVIT

STATE OF Oklahoma)

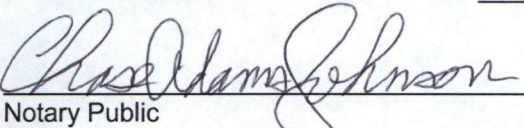
) ss.

COUNTY OF Payne)

I, Andrew Moore, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Stillwater either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officer and/or employees of the City of Stillwater own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: 
 Signature
 Printed Name: Andrew Moore
 Title: Vice President

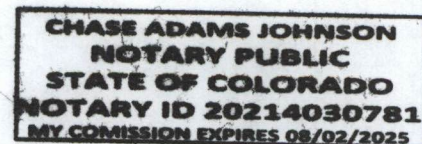
Subscribed and sworn to before me this 7th day of July, 20 22.


 Notary Public

My Commission Expires: 08-02-25

Notary Commission Number: 20214030781

County & State where Notarized: Arapahoe, Colorado



The Affidavit must be signed by an authorized agent and notarized

FORM #4
NON-COLLUSION AFFIDAVIT

(Required by Oklahoma Competitive Bidding Act, 61 O.S. § 138)

STATE OF Oklahoma)

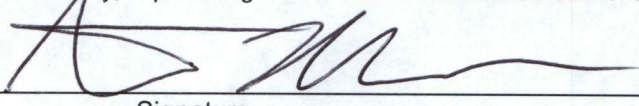
)ss.

COUNTY OF Payne)

I, Andrew Moore, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purpose of certifying facts pertaining to the existence of collusion among and between Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the Bid to which this statement relates, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in the restraint of freedom of competition by agreement to Bid or contract at a fixed price or to refrain from bidding or contracting,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract,

I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Stillwater any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

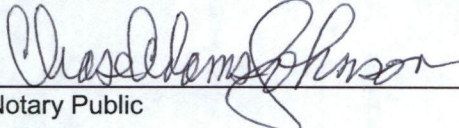
By: 

Signature

Printed Name: Andrew Moore

Title: Vice President

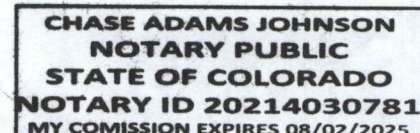
Subscribed and sworn to before me this 17th day of July, 2022.


Notary Public

My Commission Expires: 08-02-25

Notary Commission Number: 20214030781

County & State where Notarized: Arapahoe, Colorado



The Affidavit must be signed by an authorized agent and notarized



INVITATION FOR BID
SUA Bid #03-22/23
Poly Cart Containers
Issued: Saturday, June 25, 2022

FORM # 5
AFFIDAVIT OF
CLAIMANT

FORM #5
AFFIDAVIT OF CLAIMANT

STATE OF Oklahoma

COUNTY OF Payne)ss.

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Stillwater will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests, and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Stillwater or any public trust where the City of Stillwater is a beneficiary, of money or any other thing of value to obtain payment of the invoice of procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: Sierra Container Group

Remit to Address: 6160 SW Highway 200 Suite 110

City/State/Zip: Ocala, FL 34476

Print Name: Andrew Moore

Signature: [Signature]

Title: Vice President

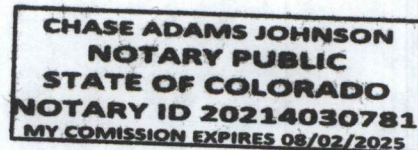
Subscribed and sworn to before me this 7th day of July, 2022.

[Signature]
Notary Public

My Commission Expires: 08-02-25

Notary Commission Number: 20214030781

County & State where Notarized: Arapahoe, Colorado



The Affidavit must be signed by an authorized agent and notarized



INVITATION FOR BID
SUA Bid #03-22/23
Poly Cart Containers
Issued: Saturday, June 25, 2022

FORM # 6
ACKNOWLEDGEMENT OF
RECEIPT OF
ADDENDA/AMENDMENTS

FORM #6
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable)

Sign Here ▶

Printed Name: Andrew Moore

Title: Vice President

Date: July 5th, 2022



INVITATION FOR BID
SUA Bid #03-22/23
Poly Cart Containers
Issued: Saturday, June 25, 2022

FORM #7
BUSINESS
RELATIONSHIP
AFFIDAVIT

FORM #7
BUSINESS RELATIONSHIP AFFIDAVIT

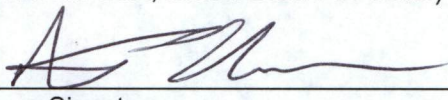
(Required by Oklahoma Competitive Bidding Act, 61 O.S. § 108)

I, Andrew Moore, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

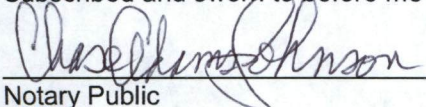
By: 

Signature

Printed Name: Andrew Moore

Title: Vice President

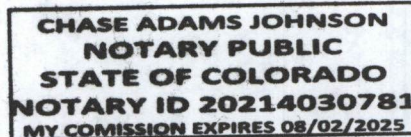
Subscribed and sworn to before me this 7th day of July, 2022.


Notary Public

My Commission Expires: 08-02-25

Notary Commission Number: 20214030781

County & State where Notarized: Arapahoe, Colorado



The Affidavit must be signed by an authorized agent and notarized

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM-TC TERMS & CONDITIONS
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FORM #TC
INSTRUCTIONS, TERMS & CONDITIONS FOR BIDDERS

1. PURCHASING AUTHORITY.

City issues this Invitation for Bid pursuant to Stillwater City Charter, Art. IV, §4-1 and Stillwater City Code, Ch. 2, Art. VI, §2-608, the provisions of which are incorporated herein.

2. DEFINITIONS.

The following terms have the following meanings when used in the documents comprising this Bid Packet.

- A. **"Acceptance"** with respect to a Bid shall mean Stillwater's selection of a Bid and award of a contract to the Bidder/Contractor.
- B. **"Acceptance"** with respect to delivery of Goods and/or Services provided for under a Purchase Agreement shall mean Stillwater's written acknowledgement that Contractor has satisfactorily provided such Goods and/or Services as required.
- C. **"Addenda"** **"Addendum"** or **"Amendment(s)"** shall mean a calcification, revision, addition, or deletion to this Invitation for Bid by the City of Stillwater which shall become a part of the agreement between the parties.
- D. **"Authorized Agent"** means an agent who is legally authorized to bind the Bidder/Contractor under the law of the State in which Bidder/Contractor is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Bidder. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair, or board vice chair can sign; others can sign if they have and provide to the City (i) a corporate resolution giving them authority to bind the Contractor; and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if (s)he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of members indicating the authorization is still valid.

Entities organized in states other than Oklahoma must follow the law of the State in which they are organized.

- E. **"Bid"** means the Bidder's irrevocable offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Bidder chooses to submit to support the Bid.
- F. **"Bidder"** means the legal entity which submits a Bid for consideration by the City of Stillwater in accordance with the Invitation for Bid.
- G. **"Bid Packet"** consists of the following documents (1) Notice of Invitation for Bid; (2) Summary Sheet; (3) Form #1; (4) Proposed Agreement Form #2; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) Form #7; (10) Instructions, Terms & Conditions for Bidders; (11) Special Requirements; (12) Technical Specifications; and (13) Exhibit A Bid Form.

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM-TC TERMS & CONDITIONS
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- H. **"Bid Submission Date"** shall mean the last date by which the City of Stillwater will accept Bids under an Invitation for Bid.
- I. **"City"** shall mean the City of Stillwater, Oklahoma.
- J. **"Contractor"** shall mean the Bidder whose Bid the City of Stillwater selected and awarded a contract.
- K. **"Days"** shall mean calendar days unless specified otherwise.
- L. **"Primary Contractor"** shall mean the Contractor whose Bid the City of Stillwater selected as the principal supplier of the Goods and/or Services required under this Agreement.
- M. **"Procurement Manager/Project Manager"** shall mean the City's employee assigned by the City of Stillwater to serve as the contact person for Bidders/Contractors responding to Invitations for Bid or completing contracts herein.
- N. **"Purchasing Division or City Clerk's Office"** shall mean the City of Stillwater City Clerk, 723 S. Lewis St., Stillwater, Oklahoma, 74076.
- O. **"Secondary Contractor"** shall mean the Contractor whose Bid the City of Stillwater selected as a back-up supplier in the event that the Primary Contractor is unable to provide all the Goods and/or Services required.
- P. **"Unit Price"** shall mean an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- Q. **"You" or "Your"** shall mean the Bidder responding to this Invitation for Bid or the Contractor whose Bid the City of Stillwater selected and awarded a contract.
- R. **"Website"** shall mean the City of Stillwater's website: www.stillwater.org

3. QUESTIONS REGARDING INVITATION FOR BID.

Questions regarding any portion of this Invitation for Bid must be submitted in writing (sent by mail or email) to the Procurement Manager indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Conference, if required. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on the City of Stillwater. At the City's discretion, any information or clarification made to you may be communicated to other Bidders that notified the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation for Bid with anyone other than the Procurement Manager or City Clerk or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and any payments made refunded.

4. ORAL STATEMENTS.

No oral statements by any person shall modify or otherwise affect the provisions of this Invitation for Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by the City of Stillwater.

5. EXAMINATION BY BIDDERS.

You must examine the specifications, drawings, schedules, special instructions, and all documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.

6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM-TC TERMS & CONDITIONS
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The City of Stillwater may addend or amend its Invitations for Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by email) of any addenda or amendments to those Bidders who have responded to the Procurement Manager with their intent to respond to the Invitation for Bid. However, it is your responsibility to inquire about any addenda or amendments by signing and returning Form #6 – Acknowledgement of Receipt of Addenda/Amendments with your Bid. The City of Stillwater may reject any Bid that fails to acknowledge any addenda or amendments.

7. SPECIFICATIONS / DESCRIPTIVE TERMS / SUBSTITUTIONS.

Unless the term “no substitute” is used, references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model. This Invitation for Bid may make such referenced to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, the City of Stillwater may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to the City. In the case of existing contracts, you shall give the City thirty (30) days advance notice in writing of any such proposed changes or substitutions. The City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid may be considered non-responsive and the Bid rejected.

8. PRICE / DISCOUNTS.

Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.

9. NO INDEMNIFICATION OR ARBITRATION BY CITY.

Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Seller shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.

10. DELIVERY.

All prices quoted shall be based on delivery F.O.B. Stillwater, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Contractor to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.

11. TAXES.

The City of Stillwater is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.

12. BID SUBMISSION.

The Bid Packet forms must be prepared in the name of the Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the “Bid Submission Date”). A Bid is an irrevocable offer and when accepted by the City of Stillwater (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.



INVITATION FOR BID
SUA Bid #03-22/23
Poly Cart Containers
Issued: Saturday, June 25, 2022

FORM-TC
TERMS &
CONDITIONS

- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED AND SUBMITTED WITH YOUR "EXHIBIT A" BID FORM. YOU MAY ATTACH, AFTER "EXHIBIT A", ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B. Sealed Bids may be either mailed or delivered, but must be received at:
- City of Stillwater – Office of the City Clerk
723 S. Lewis St. / PO Box 1449
Stillwater, OK 74076-1449
- C. Bids will be accepted at the above address from 8:00 AM to 5:00 PM (CST), Monday through Friday except for City holidays. City is not responsible for failure of Bids to be received by the City Clerk's Office prior to the due date and time. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.
- D. Late Bids will be **rejected**. The Procurement Manager, in his/her sole discretion, may make exceptions only for the following reasons:
- City Hall closed for business for part or all of the day on the date the response was due.
 - If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Procurement Manager.
- E. **City of Stillwater will NOT accept faxed Bids.** No exceptions.
- F. The City of Stillwater is not responsible for any of your costs in preparing the Bid response, attending a Pre-Bid Conference, if required, or any other costs you incur, regardless of whether the Bid is submitted, accepted, or rejected.
- G. All required Bid documents must be securely SEALED in a catalog envelope (i.e., 9 x 12 manila or white mailing envelope) and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder's name and address must also be clearly indicated on the envelope.
- H. If submitting multiple options to the Invitation for Bid, each will be separately considered separately requiring each response to be complete and accurate. Each option must be clearly marked as "Option 1 of 3", "Option 2 of 3", etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. At a minimum, there will be one (1) original, clearly labeled as such ("ORIGINAL") on the Bid Packet cover page, and two (2) copies, clearly labeled as such ("COPY") on the Bid Packet cover page.
- J. Multiple boxes or envelopes are permissible, but must not weigh more than fifty pounds (50 lbs.). Each box must be clearly labeled as instructed herein and numbered (i.e. "Box 1 of 3", "Box 2 of 3", etc.). The original must be in Box #1.
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections made to the Bids must be in initialed in ink.

13. BID REJECTION OR WITHDRAWAL.

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM-TC TERMS & CONDITIONS
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- A. The City of Stillwater may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City of Stillwater.**
- C. A Bid may be rejected if Bidder is currently in default to City of Stillwater or any other contract or has an outstanding indebtedness to the City of Stillwater of any kind.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

14. BID RESULTS.

A tabulation of Bids received will be made available on the City's website generally within five (5) working days after the Bid Opening Date. After a contract award is recommended by the Project Manager, a copy of the Bid summary will be available in the City Clerk's office. Bid results are not provided in response to telephone or email inquiries.

15. PURCHASE ORDER.

In the event the successful Bid is for an amount less than Fifty Thousand Dollars (\$50,000), and it is determined by the City of Stillwater to be in the best interest of the City, the City may in its sole discretion, issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms and conditions of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City of Stillwater and Bidder/Contractor.

16. CONTRACT AWARD.

If a contract is awarded, it will be awarded to the Bidder that the City of Stillwater determines is the lowest responsible Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder's qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with the City of Stillwater, and guarantees of materials and equipment, as applicable. A complete list of factors that are considered is set forth in the City of Stillwater Purchasing Manual. Unless otherwise noted, the City of Stillwater reserves the right to award a contract by item, one or more groups of items, or all items in the Bid, whichever is in the City's best interest.

17. IRS FORM W-9.

If the City of Stillwater selects your Bid and awards a contract to you, you will have ten (10) days from notification of award to provide the City of Stillwater with your complete IRS Form W-9.

18. NOTICE TO PROCEED.

If the City of Stillwater accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Procurement Manager or his/her representative. Receipt of a Purchase Order from the City of Stillwater is notice to proceed.

19. PAYMENTS.

Invoices must be emailed to: finance@stillwater.org. Payments will be made Net 30 days after receipt of a properly submitted invoice or the City of Stillwater's Acceptance of the Goods and/or Services, whichever is later, unless the City of Stillwater decides to take advantage of any prompt payment discount included in the Bid.

20. FORCE MAJEURE.

In no event shall City of Stillwater be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, or the declaration of a federal, state, or local emergency. In the event of a declared federal, state, or local emergency affecting Stillwater, Oklahoma, the City Manager shall have the unilateral right to suspend any or all services provided



INVITATION FOR BID
SUA Bid #03-22/23
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Issued: Saturday, June 25, 2022

FORM-TC
TERMS &
CONDITIONS

for under this Contract or to terminate this Contract without any liability whatsoever. In the event of termination, this Contract shall not be revived by the expiration of the declared emergency. In the event of suspension of any or all services during a time of declared emergency and upon expiration of said declared emergency, the parties may mutually agree in writing to resume services.

SPECIAL REQUIREMENTS

1. IRREVOCABLE OFFER PERIOD.

You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until **60 days** after the Bid Opening Date.

2. GENERAL LIABILITY / INDEMNIFICATION.

You shall hold the City of Stillwater harmless for any loss, damage or claims arising from or related to your performance of the Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. You agree to indemnify and hold the City of Stillwater harmless from claims, demands, causes of actions or suits of whatever nature arising out of the Goods and/or Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. LIENS.

No liens of any kind shall exist against property of the City of Stillwater. Bidder shall deliver all Goods to the City of Stillwater free and clear of liens. Delivery by Bidder to City of goods which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by the City as a result of the existence of such liens shall be paid to the City by returning such goods and reimburse the City for any payments made for such goods.

4. INSURANCE.

If the box is checked "Yes," the following insurance is **required**:

☐ **YES** ☒ **NO**

Bidder and its subcontractors must obtain at Bidder's expense and keep in effect during the term of the Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Worker's Compensation insurance in the statutory limits required by law. The amounts set forth below are minimums, to the extent additional coverage is required it will be set forth in the contract. Amounts required by the contract shall govern.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 aggregate comprehensive
General Liability	\$1,000,000 per occurrence
Property Damage	\$25,000 per occurrence
Property Damage	\$1,000,000 aggregate
Auto Liability	\$125,000 each person for bodily injury
Auto Liability	\$25,000 each occurrence for property damage

The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as the City is not named as an additional insured in any amount in excess of said statutory liability limits.

BIDDER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM-SR SPECIAL REQUIREMENTS
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You will have ten (10) days after notification that your Bid was selected for contract award by the City of Stillwater to provide proof of such coverage by providing the Procurement Manager shown on the Summary Sheet of the Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- Contractor's Name
- Insurer's name and address
- Policy number
- Liability Coverage Amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Invitation for Bid number
- Insured or Additional Insured shall include the City of Stillwater and its officers, agents and employees

The Bidder shall not cause any required insurance policy to be cancelled or permit to lapse. It is the responsibility of the Bidder to notify the City of any change in coverage or insurer by providing the City with an updated Certificate of Insurance. Failure of Bidder to comply with the insurance requirements herein may be deemed a breach of the Agreement. Further, a Bidder who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new agreements.

5. BONDING.

If the box is checked "Yes," the Bond is **required**:

A. BID BOND

☐ YES ☒ NO

B. PERFORMANCE BOND

☐ YES ☒ NO

C. MAINTENANCE BOND

☐ YES ☒ NO

D. STATUTORY BOND

☐ YES ☒ NO

The required Bid Bond shall be made payable to the Owner ("City of Stillwater") for the sum of 5% of the Bidder's bid total (Total Bid shown on Exhibit A: Bid Form). Bid bond shall be in the form of certified funds; cashier's check or irrevocable letter of credit. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required bonds and insurance within the timeframes set forth in the Contract Documents then Owner may annul the award and the bid bond of that Bidder shall be forfeited.

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM-SR SPECIAL REQUIREMENTS
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6. CITY PURCHASING CARD.

Is the City of Stillwater purchasing card acceptable for payments? (The card is a Mastercard)

Bidder to Check Box and Initial if Bidder will accept City's purchasing card as a form of payment without any additional fees.

☒ **YES**

☐ **NO**

Bidder's Initials AM

7. REFERENCES.

If the box is checked "Yes," References are **required**:

☐ **YES**

☒ **NO**

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name:	City of Norman, OK
Contact Name:	Bret Scovill
Address:	3450 Jenkins Avenue Norman OK 73072
Phone Number:	405-434-3373
E-mail Address:	Bret.Scovill@normanok.gov
Nature of Relationship with Bidder:	Customer

Company Name:	City of Moore, OK
Contact Name:	Tony Mensah
Address:	512 NW 27th St. Moore, OK 73160
Phone Number:	405-837-3246
E-mail Address:	Tmensah@Cityofmoore.com
Nature of Relationship with Bidder:	Customer

Company Name:	City of Lawton, OK
Contact Name:	Jason Mansel
Address:	2100 SW 6th St. Lawton, OK 73501
Phone Number:	580-591-1376
E-mail Address:	JMansel@Lawtonok.gov
Nature of Relationship with Bidder:	Customer

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM TS TECHNICAL SPECIFICATIONS
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TECHNICAL SPECIFICATIONS

Manufacturing Processes and Materials: Each universal roll out cart shall consist of a body, lid, wheels, axle, and all necessary accessories for complete assembly. The plastic material and finished container must meet the minimum specifications herein.

Manufacturing Location: All cart bodies and lids must be manufactured in the United States.

ANSI Conformance: Containers proposed herein should meet or within comparable standards of requirements of ANSI Z2245.30 and ANSI Z2245.60. "Type B/Containers. If your carts are different, please provide information on your ANSI Conformance. The bidder must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "loading and unloading test for the carts" must clearly state that the required 520 dump cycles under the carts' full rated load were performed on both a semi-automated cart lifter and a fully automated grabber arm.

Interior Construction: The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped. The container must be a true vessel with no openings or holes.

Body Design: Wheels cannot be recessed inside the perimeter (or plan area) of the cart body. Wheels must sit outside of the perimeter of the body to act as a catch point during collection.

Body Color: Container body color shall be blue with white city logo hot stamp on both sides of the container body.

Container Lid: The container lid to be clearly embossed with raised letters with recycling logo to be supplied to vendor. Container lids shall be available in both black and yellow color.

Lift System: Each container shall be equipped with attachment points which make it compatible with standard semi-automated bar-locking lifters and fully automated arm lifters. The upper lift point must be integrally molded into the body of the container.

The lower bar must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of lifter attachment, and must be a 1: diameter galvanized free-floating steel bar or integrally molded plastic catch bar. The lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Containers with bolted-on lower bars are NOT acceptable.

Abrasion Protection: The containers must be reinforced in the area that contacts the ground with two molded-in wear strips.

Lid Attachment: Lid cannot be attached to the handle of the cart using screws, bolts, or fasteners.

Axle: The axle must be a minimum of 3/4" diameter, high strength steel fully supported by cart body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through the molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of container. There must also be four journals molded into the bottom of the container for the axle to slide through to ensure proper weight distribution of the contents of the cart. Axles attached by means of bolts or rivets are unacceptable.

95 Gallon Weight: Plastic resin weight of cart body and cart lid, excluding all components must be a minimum of 24.5 pounds for the cart body and 4 pounds for the lid.

CART BODY: 27 POUNDS

LID BODY: 5 POUNDS

	INVITATION FOR BID SUA Bid #03-22/23 Poly Cart Containers Issued: Saturday, June 25, 2022	FORM TS TECHNICAL SPECIFICATIONS
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65 Gallon Weight: Plastic resin weight of cart body and cart lid, excluding all components must be a minimum of 20.5 pounds for the cart body and 3.8 pounds for the lid.

CART BODY: 21 **POUNDS**

LID BODY: 4 **POUNDS**

35 Gallon Weight: Plastic resin weight of cart body and cart lid, excluding all components must be a minimum of 16.5 pounds for the cart body and 3.6 pounds for the lid.

CART BODY: 15 **POUNDS**

LID BODY: 3 **POUNDS**

Serial Numbers & Bar Codes: Each container must have a laser engraved serial number, bar code, and date of manufacturing on the front of the cart to prevent wiping off or fading.

Lid Handles: Lids must be molded with both palm up and palm down handles on the front and front corners for ease of opening and closing. There must be three distinct separate handle areas on the front of the lid.

Wheels: Wheels must be injection molded with a snap on feature to attach to the axle. As well as a quick release to allow for simple removal in under five seconds.

Warranty: The container lid, wheels, axle, and all necessary hardware must be covered by a minimum ten (10) year non-pro-rated warranty which includes freight. Any component parts, which fail in materials or workmanship to perform as, originally designed, shall be replaced at no charge.

Delivery: Containers are to be supplied fully assembled, except for axles and wheels, which will be assembled by the city.

Terms of Service: The bid proposal may be subject to negotiations or quantity reduction contingent on appropriated funds.

Bid Evaluation: The evaluations shall follow the "Best Value" procurement protocols.

WARRANTY AND CORRECTION PERIOD: The Contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of acceptance of the work by the City or within such longer period of time as may be prescribed by law.

Contractor agrees to guarantee all work under this contract for a period of ten year from the date of final acceptance by the owner. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the contract, as reasonably determined by the City, then the Contractor shall, when notified by the City, immediately place such guaranteed work in a condition satisfactory to the City.

TERMS & CONDITIONS: Supply of goods and/or performance of services are subject to the terms and conditions set forth in these bidding documents and the agreement (Form #2) provided herein. To the extent that Contractor's proposal, or estimates provided to perform work, provide for additional terms and conditions that may conflict with any provisions herein, the City of Stillwater terms and conditions shall govern and control.

EVALUATION CRITERIA

1. **Meets or exceeds the technical specification**
2. **Performance history**
3. **Total Cost**
4. **Warranty**



INVITATION FOR BID
SUA Bid #03-22/23
Poly Cart Containers
Issued: Saturday, June 25, 2022

**EXHIBIT A
BID FORM**

**EXHIBIT A
BID FORM**

Price per Poly Cart

95 Gallon Weight

\$59.30 + Market Freight

65 Gallon Weight

\$54.30 + Market Freight

35 Gallon Weight

\$51.25 + Market Freight

Bidder's Company Name: Sierra Container Group

Authorized Signature Here ▶

Printed Name: Andrew Moore

**EXTENSION #1 OF PURCHASE AGREEMENT
SIERRA CONTAINER GROUP**

THIS AGREEMENT is made and entered into on this 11th day of May, 2023 by and between the City of Stillwater, Oklahoma, a municipal corporation, and Sierra Container Group, a Florida Limited Liability Partnership.

WITNESSETH

WHEREAS, the City of Stillwater ("Stillwater") and Sierra Container Group ("Sierra") entered into a written Purchase Agreement for poly cart containers on or about the 7th day of July, 2022; and

WHEREAS, Paragraph 5 of said Agreement provides that the parties may extend the term of the Agreement for an additional one-year term through the execution of an extension agreement ("Extension Agreement").

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, Stillwater and Sierra agree:

1. Term of Agreement. The parties agree to extend the Purchase Agreement dated July 7, 2022 for an additional one-year term beginning July 1, 2023 and ending June 30, 2024.

2. Effect of Contract Provisions. All provisions contained within the Agreement dated July 7, 2022 shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

SIERRA CONTAINER GROUP

As Moore

Name Vice President
Title

State of ~~Oklahoma~~ Colorado) ss
County of ~~Payne~~ Arapahoe

Subscribed and sworn to me before this 17 day of May, 2023 by Andrew Moore, Sierra Container Group.

Alex Farmer

Notary Public

(seal)
My Commission Expires: 03/04/2026
My Commission Number: 20224008974

ALEX FARMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224008974
MY COMMISSION EXPIRES 03/04/2026



ATTEST

Teresa Kadavy
Teresa Kadavy, City Clerk

CITY OF STILLWATER
A Municipal Corporation

William H. Joyce
William H. Joyce, Mayor

**EXTENSION #2 OF PURCHASE AGREEMENT
SIERRA CONTAINER GROUP**

THIS AGREEMENT is made and entered into on this 4th day of May, 2024 by and between the City of Stillwater, Oklahoma, a municipal corporation, and Sierra Container Group, a Florida Limited Liability Partnership.

WITNESSETH

WHEREAS, the City of Stillwater ("Stillwater") and Sierra Container Group ("Sierra") entered into a written Purchase Agreement for poly cart containers on or about the 7th day of July, 2022; and

WHEREAS, Stillwater and Sierra executed Extension #1 of the Purchase Agreement on or about May 11, 2023; and

WHEREAS, Paragraph 5 of said Agreement provides that the parties may extend the term of the Agreement for three (3) additional one (1) year terms through the execution of an extension agreement ("Extension Agreement").

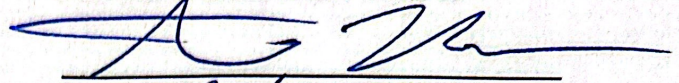
NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, Stillwater and Sierra agree:

1. Term of Agreement. The parties agree to extend the Purchase Agreement dated July 7, 2022 for an additional one-year term beginning July 1, 2024 and ending June 30, 2025.

2. Effect of Contract Provisions. All provisions contained within the Agreement dated July 7, 2022 shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

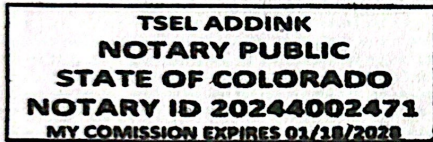
SIERRA CONTAINER GROUP

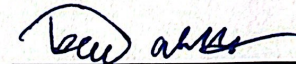


Name Andrew Moore
Title VICE PRESIDENT

State of Colorado)
) ss
County of Arapahoe)

Subscribed and sworn to me before this 4th day of May, 2024 by Andrew Moore, Sierra Container Group.




Notary Public

(seal)
My Commission Expires: 01/18/28
My Commission Number: 20244002471

CITY OF STILLWATER
A Municipal Corporation

William H. Joyce, Mayor

(seal)
ATTEST:

Teresa Kadavy, City Clerk