



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Mrs. Kristie Newby, MBA, CFE, Chief Financial Officer
APPROVED BY: Tyler Bridges, Superintendent
DATE: Jun 23, 2026

AGENDA ITEM:

Finance Department FY 2026-2027 Contracts, Proposals, Agreements, and Bids:

Finance:

1. Affinity Marketing (Arvest Bank Affinity Agreement)
2. CCOSA (District Services)
3. Hilltop Securities (Bond Arbitrage Rebate Compliance)
4. Municipal Finance Services (Bond Services)
5. OSIG Proposal (Property/Liability Insurance)
6. Rosenstein, Fist, and Ringold (Legal Services)
7. SPEF Contract (Use of Facility Agreement)
8. The Public Finance Law Group (Bond Legal Counsel Services)

Nutrition:

1. Hiland Dairy Bid (Milk and Dairy)
2. 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 2026-2027

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:

<u>Contract</u>	<u>Term</u>	<u>Funding Source</u>	<u>Dates of Contract</u>
Affinity Marketing	Annual	N/A	July 1, 2026 – June 30, 2027
CCOSA	Annual	General	July 1, 2026 – June 30, 2027
Hilltop Securities	2 of 5	Bond	July 1, 2026 – June 30, 2027
Municipal Finance Services	Annual	Bond	July 1, 2026 – June 30, 2027
OSIG	Annual	General	July 1, 2026 – June 30, 2027
Rosenstein, Fist, & Ringold	Annual	General	July 1, 2026 – June 30, 2027
SPEF	Annual	N/A	July 1, 2026 – June 30, 2027
The Public Finance Law Group	Annual	Bond	July 1, 2026 – June 30, 2027

Renewal Contracts & Agreements for Nutrition:

<u>Contract</u>	<u>Term</u>	<u>Funding Source</u>	<u>Dates of Contract</u>
Hiland Dairy	3 of 5	Nutrition	July 1, 2026 – June 30, 2027
US Foods(Updated Pricing)	2 of 5	Nutrition	July 1, 2026 – June 30, 2027

Affinity Marketing Agreement

Agreement with Affinity Marketing Group that allows Stillwater Public Schools to use the Arvest credit card, in exchange Arvest desires to market and promote the use of its VISA debit cards to its current and prospective customers using Endorsers name, trademarks, service marks and logo. The Arvest cards are used for on-the-spot purchases (after an approved purchase order), such as Walmart, hotels and travel, local shops, etc. There is no fee to use this service, so there is no funding source. This is an annual agreement with Affinity Marketing Group. This option agreement is for the period beginning July 1, 2026 and ending June 30, 2027. (No change in the agreement)

Hilltop Securities

Agreement for Arbitrage Rebate Compliance Services. This agreement provides services to have rebate calculations performed on applicable bond issues to meet federal regulations. The annual fee is \$1,400. This agreement is for a five-year period beginning July 1, 2025 and ending June 30, 2030 with annual ratification by the board of education. This agreement is the 2nd of 5 years. (No change in contract)

Municipal Finance Services, Inc.

Agreement with Municipal Finance Services, Inc. to provide services in the role of Bond Financial Advisor for the period of July 1, 2026 through June 30, 2027. Compensation for General Obligation Bonds (not paying off lease purchase) under the 2017 Election Authorization shall be ½ of 1% of Par amount of bonds sold with a minimum of \$17,500. In addition, a fixed amount of \$2,500 to cover expenses incurred as part of the transactions will be paid. Compensation for Continuing Disclosure Assistance is \$3,500.00 annually. Fees are contingent sale of bonds during the fiscal year. (No financial change from previous year)

OSIG

We are recommending no change to our current insurance provider, Oklahoma School Insurance Group (OSIG), for FY 2026-2027. The attached quote of \$1,391,428 is \$60,480 lower than last year's total premium. A detailed comparison between the 2025–2026 OSIG Proposal and the 2026–2027 OSIG Renewal reveals several major shifts, primarily consisting of a significant premium reduction, structure changes to liability caps, and adjusted binding deadlines. Here are the major differences between the two documents:

1. Pricing and Premium Reductions

Despite inflationary trends, the total annual cost for the district's insurance decreased by \$60,480 for the 2026–2027 school year.

- Total Annual Premium: Decreased from \$1,451,908 in 2025–2026 to \$1,391,428 in 2026–2027.
- Property Coverage Cost: Decreased by \$66,820 (from \$1,283,446 down to \$1,216,626).

- Boiler & Machinery: Decreased from \$6,104 to \$4,979.

2. Increases in Core Liability Premiums

While the overall package price dropped, the premiums for specific liability categories experienced notable standard updates:

- General Liability: Increased from \$37,502 to \$42,050.
- Auto Liability: Increased from \$49,986 to \$56,065.
- Educators Legal: Increased from \$37,504 to \$42,049.
- Auto Physical Damage: Increased from \$12,562 to \$14,406.

3. Change to Excess Liability Limit and Structure

The framework for supplementary liability changed drastically between the two terms:

- 2025 Contract Framework: Specified an "Excess Liability" tier costing \$24,804. (The primary text highlights a \$4,000,000 per occurrence limit) .
- 2026 Contract Framework: Modifies this line item explicitly to "Excess Liability Limit 3,000,000" at a decreased standalone rate of \$15,253, adding a subsection explicitly detailing "Excess Liability Options" (such as a \$1 Million Excess alternative).

4. Administrative Binding Deadlines

OSIG gave the school district more time to formalize and submit board approval for the newer term:

- 2025 Contract: Required the signed Board of Education resolution to be submitted by June 27, 2025.
- 2026 Contract: Pushed the deadline back to the final day of the fiscal year, requiring submission by June 30, 2026.

5. Added Pool Resources & Partnerships

The 2026 contract front page notes structural expansion of the program, with pool membership growing from 539 to 541 school districts. Additionally, the 2026 program highlights new or expanded technology vendors included in the plan's risk services:

- Vector Solutions replaced generic "online training" verbiage.

Helix Intel and On Site Appraisal Services were formally introduced as explicitly outlined program inclusions on the proposal overview.

Legal Services with Rosenstein, Fist & Ringold, Inc.

Letter of engagement for FY 2025-2026 for legal services rendered by law firm on an "as needed" basis. Monthly statements will be provided for legal services. Services range from Paralegals - \$125hr; Law Clerks \$110hr; Practicing Attorney's range from \$170-\$325hr depending on years of experience.

Stillwater Public Education Foundation (SPEF)

Oklahoma law permits the District to provide space in a District building or on District property to a foundation for office or business purposes in exchange for the financial benefits provided to the District by the foundation *if approved by the Board of Education and made part of the minutes of the meeting of the Board*. On July 15, 2008, a motion was passed by a vote of the board to allow the Stillwater Public School District to provide office space on school district property to the Stillwater Public Education Foundation (SPEF) as per HB

2935. At that time, it was deemed to only be necessary as a one-time procedural issue and there was no memorandum of understanding or documentation outside of the July 15, 2008 board minutes to record this agreement. The vote in 2008 may technically meet the letter of the law, but based on legal recommendation and the practice of other districts, it would be better to have a memorandum of understanding approved annually by the school board. This approval is for July 1, 2026 to June 30, 2027.

Public Finance Law Group, PLLC

Agreement with Public Finance Law Group, PLLC to provide services in the role of Bond Counsel for the period of July 1, 2026 through June 30, 2027, with an automatic annual renewal with board ratification. Compensation for General Obligation Bonds (not paying off lease purchase) under the 2017 Election Authorization shall be $\frac{1}{2}$ of 1% of Par amount of bonds sold with a minimum of \$17,500 for each bond transaction. General Obligation Bonds (paying off lease purchase transaction) Issued under 2017 Election Authority and Lease Purchase transactions associated with 2017 Election Authorization projects shall be $\frac{1}{2}$ of 1% of Par amount with a minimum of \$17,500 for each series of bonds. In addition, a fixed amount of \$2,500 to cover expenses incurred as part of the transactions will be paid. Fees are contingent upon the sale of bonds during the fiscal year. (No financial change from last year)

Hiland Dairy

Milk and Dairy for student breakfast and lunches. This is a five (5) year bid with the ability to opt-out annually. This agreement will be for year 3 of 5, starting July 1, 2026 and ending June 30, 2027.

Premier/Omnia Partners (USFOODS)

Group Purchasing Organization in partnership with US Foods. This agreement provides us with groceries, small equipment, and disposables to be able to feed and support students. This is a five (5) year bid with the ability to opt-out annually. This agreement will be for year 2 of 5, starting July 1, 2026 and ending June 30, 2027. (The fixed fee per case has increased \$0.09 from the previous year)

AFFINITY MARKETING AGREEMENT

This Affinity Marketing Agreement (the “Agreement”) is made and entered into as of July 1, 2026 (the “Effective Date”), by and between ARVEST BANK, Fayetteville, Arkansas (“Arvest”), and Stillwater Public Schools (“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: Dr. Gay Washington
Address: 314 S. Lewis St City: Stillwater
State: OK Zip: 74074
Email: spsfinance@stillwaterschools.com

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



Jill Rawls

Name: **Jill Rawls**

Title: **EVP, Sales Manager**

ENDORSER:

Organization: **Stillwater Public Schools**



Name: **Gay Washington**

Title: **Board President**



CCOSA’s District Level Services (DLS) Program
(Agreement 2026-2027)

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, 2027.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2025-26 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

ADM (2025-26)	TOTAL COST
5538	\$2,500

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 23rd day of June 2026, 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: Leadership and Governance; Culture and Climate; Mentoring and Coaching; Teaching and Learning; Assessing and Using Data for Learning; 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, 2027. 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 2026-2027

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.

Designated Administrators (based upon each district’s size in ADM for the 2025-26 school year)	
<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>
Tyler Bridges	405-707-5043	tbridges@stillwaterschools.com
Angela Rhoades	405-533-6330	arhoades@stillwaterschools.com
*Austin Hula	405-533-6322	ahula@stillwaterschools.com

*only if ADM exceeds 10,000

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

**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.

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

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 28, 2026

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. 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, 2027, 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, 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.

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: Kristie Newby, 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 9, 2026, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: Jon Wolff
Jon Wolff, 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

Terry Davidson,
Chairman
Finance Director:
Comanche Schools

Dr. John Cox,
Treasurer
Superintendent:
Peggs Schools

Sherry Durkee,
Vice Chairman
Superintendent:
Sand Springs Schools

Shelley Free
Secretary
Superintendent:
Kiamichi Technology Center

Jeremy Hogan,
Member
Superintendent:
Collinsville Schools

Jeff Daugherty,
Member
Superintendent:
Merritt Schools

Jason Lindley,
Member
Superintendent:
Hartshorne Schools

Laura Sprouse,
Member
Select Actuarial Services

Steve Moyer,
Member
Shelter Insurance

Executive Director

Rick Thomas

May 27, 2026

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

RE: Membership Proposal Effective 7/1/2026

Dear Bridges, Tyler:

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

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 541 school districts are members of OSIG. Our membership is strong and committed.

OSIG's financial position is excellent. No other Oklahoma school insurance program can provide you with this security. 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.

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

For the 2026-2027 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 6/30/2026 in order to bind coverage effective 7/1/2026. **Coverage will not be bound if resolution letter is not received by June 30, 2026**

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

- Enhanced Property and Liability Coverage
- Cyber Liability, Crime, Pollution, Deadly Weapons Protection
- Loss Control Site Surveys/Safety Inspections
- Vector Solutions online training platform
- On Site Appraisal Service
- StopIt Anonymous Incident Reporting mobile and web app
- Helix Intel

Sincerely,
OSIG Program Administration
Cc: BancFirst Insurance Services, Inc.

Stillwater Public Schools
314 S. Lewis
Stillwater, OK 74074

This is not an invoice.

Breakdown of Insurance Cost

Annual Premium Breakdown	
Property:	\$1,216,626
Boiler & Machinery:	\$4,979
Auto Physical Damage:	\$14,406
General Liability:	\$42,050
Auto Liability:	\$56,065
Educators Legal:	\$42,049
Excess Liability Limit 3,000,000	\$15,253
<hr/>	
Total Annual:	\$1,391,428

Excess Liability Options

\$1 Million Excess

Coverage: \$6,573
 Total Proposal: \$1,382,748

\$2 Million Excess

Coverage: \$11,086
 Total Proposal: \$1,387,261

\$3 Million Excess

Coverage: \$15,253
 Total Proposal: \$1,391,428

A 25% minimum earned premium applies.

Agent's Commission = %

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

Year	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Total Values	\$278,574,333	\$290,499,807	\$374,779,257	\$366,505,449	\$373,589,056	\$374,482,221
Premium	\$688,491	\$853,883	\$1,005,582	\$1,485,809	\$1,588,235	\$1,424,880

Number of Claims	Insurance Cost Paid to OSIG (With Endorsements)	Incurred Claims	Loss Ratio
69	\$7,075,108	\$4,240,714	60%

Your losses are considered in the calculation of the cost of your insurance. Your dedication to maintaining your property and providing safe campuses 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 full pay or three (3) payment plan option is available.

Full Pay			Three Pay		
Installment #1	Total Amount	Due 7/1/2026	Installment #1	1/3 of Total	Due 7/1/2026
			Installment #2	1/3 of Total	Due 8/1/2026
			Installment #3	1/3 of Total	Due 9/1/2026

Coverages

OSIG provides a full range of property and liability coverages with the exception of workers compensation.

Property

- Full Replacement Cost— except roofs over 15 years old and Autos, Contractors Equipment and DRO 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 \$2,000,000,000
- 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 aquired 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
- \$10,000 Terrorism deductible per occurrence
- \$50,000 Flood, earthquake and pollution
- \$1,000 Boiler/machinery deductible per occurrence

General Liability

- \$2,000,000 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/PTOs included for coverage if funds flow through school's books

School Board Legal Liability

- Claims-made form
- \$2,000,000 limit per occurrence (subject to the Governmental Tort Claims Act)
- Errors and Omissions Liability including Educational Errors and Omissions sd
- 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

- \$2,000,000 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 Information 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
- CRIME
 - \$75,000 Annual Aggregate for Fraudulent Instruction
 - \$75,000 Annual Aggregate for 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 Cryptojacking
- \$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.

Excess Liability

- Excess Primary Limits \$3,000,000
- Follow Form Underlying - Excluding Employers Liability.

Deadly Weapon Protection Coverage

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

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

Location	Occupied As	Valuation Type	Building Value	Contents Value
1211 N Boomer Rd	HS Fieldhouse (ID: 20)	Replacement Cost	\$16,338,737	\$2,065,886
1211 N Washington	Will Rogers Elementary (ID: 10)	Replacement Cost	\$24,877,978	\$3,146,885
1224 N Husband	Performing Arts Center (ID:17)	Replacement Cost	\$25,611,026	\$3,467,881
1301 N Boomer Rd	Multi Purpose Building	Replacement Cost	\$1,463,705	\$229,140
1400 N Husband	Wrestling Gym (ID: 13)	Replacement Cost	\$1,568,204	\$260,104
1401 N Boomer Rd	Artificial Turf @ Football field	Replacement Cost	\$1,258,537	\$0
1401 N Boomer Rd	Lights & Poles @ Pioneer Stadium	Replacement Cost	\$857,045	\$0
1401 N Boomer Rd	Multipurpose Facility-Track System	Replacement Cost	\$784,796	\$78,480
1401 N Boomer Rd	Pioneer Stadium (ID: 16)	Replacement Cost	\$14,809,096	\$5,798,107
1402 E Sunrise	Skyline Elementary (ID: 6)	Replacement Cost	\$20,388,029	\$2,441,807
1440 N Husband	Football & Cheer Locker Room (ID: 15)	Debris Removal Only	\$2,538,642	\$418,486
148 N Dury	Greenhouse (ID: 35) (No Contents)	Replacement Cost	\$144,441	\$0
148 N Dury	Husbandry/Show Barn (ID: 37)	Replacement Cost	\$1,631,215	\$163,122
148 N Dury	Vo-Ag Classrooms (ID: 36)	Replacement Cost	\$611,751	\$61,175
148 N Dury	Vo-Ag Facility (ID: 34)	Replacement Cost	\$4,678,475	\$467,848
1900 N. Skyline	Football Bleachers	Replacement Cost	\$88,880	\$0
1900 N. Skyline	Football Lights & Poles	Replacement Cost	\$123,801	\$0
1900 N. Skyline	Junior High (ID: 4)	Replacement Cost	\$33,750,401	\$3,375,040
1900 N. Skyline	Junior High Field House (ID: 5)	Replacement Cost	\$1,211,755	\$202,632
1900 N. Skyline	Track & Field Improvements & Aux Structures	Replacement Cost	\$2,380,685	\$241,441

201 W. Richmond	Richmond Elementary Building (ID: 8)	Replacement Cost	\$13,414,928	\$1,373,206
215 E. 12th St	Lincoln Academy (ID: 2)	Replacement Cost	\$4,970,879	\$825,993
2200 S Sangre Road	Middle School (ID: 3)	Replacement Cost	\$32,954,408	\$3,295,441
2200 S Sangre Road	Middle School Gym	Replacement Cost	\$2,446,351	\$320,854
2500 S Sangre Rd	Sangre Ridge Elementary School (ID: 7)	Replacement Cost	\$21,988,226	\$2,198,822
308 W Franklin	Virtual Academy / Auxiliary Building	Replacement Cost	\$1,000,000	\$100,000
310 S Drury	DRO-Science Classrooms/Nature Trail (ID: 23) (No Contents)	Replacement Cost	\$20,600	\$0
314 S. Lewis	Administration Center (ID: 1)	Replacement Cost	\$5,137,122	\$513,713
400 S Drury	Highland Park Elementary (ID: 24)	Replacement Cost	\$26,645,564	\$3,487,098
410 W Franklin	High School Main Building (ID: 18)	Replacement Cost	\$63,000,000	\$6,300,000
5005 N Perkins Road	Maintenance, Technology, & Transportation Dept (ID: 38)	Replacement Cost	\$5,773,437	\$807,127
5005-5021 N Perkins Rd	Maintenance, Technology, & Transportation Dept (ID: 12)	Replacement Cost	\$5,545,829	\$643,004
502 S Kings St	Playground (2)	Replacement Cost	\$431,697	\$0
502 S Kings St	Westwood Elementary (ID: 11)	Replacement Cost	\$23,612,724	\$2,361,273
800 E Alcott	Infield Synthetic Turf	Replacement Cost	\$792,014	\$0
800 E Alcott	Infield Synthetic Turf Softball	Replacement Cost	\$319,294	\$0
808 E Alcott	Baseball Field Lights & Poles	Replacement Cost	\$123,801	\$0
808 E Alcott	Restroom/Dressing Rooms	Replacement Cost	\$158,714	\$32,211
808 E Alcott	Softball Field Lights & Poles	Replacement Cost	\$477,405	\$0
Total			\$363,930,193	\$44,676,776

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

Auto Schedule

Vehicle Number	Year	Make	Model	Capacity	VIN	Value
3092-000001	1995	Jackson	16' Flat Bed Trailer		1J9FS629S1033535	\$5,000
3092-000002	2018	Fellin	18' Tilt Bed Car Hauler Trailer		5FTEH1621E1001372	\$5,000
3092-000003	2009	Oilinghouse	82"X18' 2-axle CH trailer		1Z9BF182291088782	\$5,000
3092-000004	2006	4 Star	Aluminum Stock Trailer		4FKPG202060026856	\$5,000
3092-000005	2018	International	Box Truck	2	1HTMMMLL7JH096460	\$45,000
3092-000006	2017	Bluebird	24 Passenger Bus	24	1BAKCCPAXHF326746	\$100,000
3092-000007	2018	Bluebird	Vision 65 Passenger Bus	65	1BAKFCPA4JF336976	\$83,000
3092-000008	2018	Bluebird	Vision 65 Passenger Bus	65	1BAKFCA2JF336975	\$83,000
3092-000009	2018	Bluebird	Vision 65 Passenger Bus	65	1BAKFCSAOKF34669	\$79,000
3092-000010	2018	Bluebird	Vision 65 Passenger Bus	65	1BAKFCSA7KF346670	\$79,000
3092-000011	2019	Thomas	Bus	71	4UZABRFC7KCJZ4026	\$81,870
3092-000012	2020	Bluebird	Bus	65	1BAKFCSA7LF363521	\$80,388
3092-000013	2021	Bluebird	Bus	65	1BAKFCSA9MF370536	\$87,188
3092-000014	2021	Bluebird	Bus	65	1BAKFCSA0MF370537	\$87,188
3092-000015	2021	Bluebird	Bus	71	1BAKGCSA8MF377183	\$89,839
3092-000016	2022	Bluebird	Bus	46	1BABNB6A1NF381992	\$164,867
3092-000017	2023	International	Bus	65	4DRBUC8N7PB457820	\$89,175
3092-000018	2023	International	Bus	65	4DRBUC8N9PB457821	\$89,175
3092-000019	2023	International	Bus	65	4DRBUC8N0PB457822	\$89,175
3092-000020	2023	International	Bus	65	4DRBUC827PB457823	\$89,175
3092-000021	2004	International	CESB Bus	5	4DRBRABN84B966468	\$25,000
3092-000022	2024	International	Bus	65	4DRBUC8N0RB625445	\$96,726
3092-000023	2024	International	Bus	65	4DRBUC8N4RB625447	\$96,726
3092-000024	2024	International	Bus	65	4DRBUC8N2RB625446	\$96,726
3092-000025	2024	Thomas	Bus	23	4UZABPFC4RCUG5439	\$104,139
3092-000026	2026	Bluebird	Bus	65	1BAKFCSA5TF814462	\$128,928
3092-000027	2026	Bluebird	Bus	65	1BAKFCSA7TF814463	\$128,928
3092-000028	2014	Dodge	Caravan	8	2C4RDGBG5ER181155	\$9,475
3092-000030	2016	Ford	Cargo Van	4	1FTYR2YM3GKA01492	\$21,000
3092-000031	2018	Ford	Cargo Van	4	1FTBW3UM8JKA32741	\$32,000
3092-000034	2008	Ford	Expedition	8	1FMFK155X8LA51171	\$5,000
3092-000035	2013	Ford	Expedition	8	1FMJK1F5XDEF09220	\$12,000
3092-000036	2014	Ford	Expedition	8	1FMJK1F50EEF07610	\$14,600
3092-000037	2014	Ford	Expedition	8	1FMJK1F52EEF07611	\$14,600
3092-000038	2016	Ford	Expedition		1FMJK1FT8GEF08912	\$22,000
3092-000039	2018	Ford	Expedition		1FMJK1FT6JEA25829	\$30,661
3092-000040	2018	Ford	Expedition		1FMJK1FT2JEA25830	\$30,661
3092-000041	2021	Ford	Expedition		1FMJU1HT1MEA59396	\$44,907
3092-000042	2013	Ford	F150		1FTMF1CM2DKF98901	\$15,000
3092-000043	2014	Ford	F250		1FT7W2A61EEA60732	\$20,000
3092-000044	2014	Ford	F250		1FT7WZA61EEA60733	\$20,000
3092-000045	2019	Ford	F250 Pickup		1FTTW2BT5KEC35175	\$39,000
3092-000046	2016	Ford	F250 Truck		1FT8W3D65GEA59706	\$24,000
3092-000047	2016	Ford	F250 Truck		1FT7W2B62GEA59705	\$30,000
3092-000048	2013	Chevy	Impala		2G1WF5E37D1157648	\$5,000
3092-000049	2016	Chevy	Mini Bus	18	1GB6GUBG1G1193369	\$60,000
3092-000050	2020	Chevy	Minitour Lift Bus	18	1HA6GUBG3LN005106	\$63,313

3092-000052	2007	International	School Bus	65	4DRBUAFN87B485441	\$25,000
3092-000056	2009	International	School Bus	65	4DRBUSKN29B696908	\$25,000
3092-000058	2014	International	School Bus	16	4DRNZSKK7EB348715	\$40,000
3092-000059	2014	International	Vision 65 Passenger Bus	65	4DRBUSKN6EB015840	\$40,000
3092-000060	2014	International	Vision 65 Passenger Bus	65	4DRBUSKN8EB015841	\$40,000
3092-000061	2014	International	Vision 65 Passenger Bus	65	4DRBUSKNXEB015842	\$40,000
3092-000062	2016	Bluebird	School Bus	65	1BAKFCPA5GF323727	\$75,000
3092-000063	2016	Bluebird	School Bus	65	1BAKFCPA3GF323726	\$75,000
3092-000064	2016	Bluebird	School Bus	65	1BAKFCPA1CF323725	\$75,000
3092-000065	2016	Bluebird	School Bus	46	1BABNBCA1GF321959	\$146,000
3092-000066	2021	Chevy	Silverado		1GB3WRE70MF238556	\$32,000
3092-000067	2023	Chevy	Silverado		1GCRAAED4PZ123618	\$36,978
3092-000068	2023	Chevy	Silverado 1500		1GCRAAED9PZ138129	\$37,613
3092-000069	2021	Chevy	Silverado Pickup		1GCRWAEH8MZ415174	\$26,629
3092-000070	2018	Chevy	Silverado Truck		1GCNCNEH6JZ119709	\$21,000
3092-000071	2018	Chevy	Silverado Truck		1GCNCNEH8JZ120327	\$21,000
3092-000072	2018	Chevy	Silverado Truck		1GCNCNEH5JZ118969	\$21,000
3092-000073	2022	Chevy	Silverado w/lift gate		1GC0WLE77NF229463	\$31,192
3092-000074	1997	Semi	Trailer		1KKVE5123VL108600	\$10,000
3092-000075	2008	Gooseneck	Trailer		5TNLG202481000390	\$5,000
3092-000076	2016	Ford	Transit Van	8	NM0GS9F76G1239345	\$21,000
3092-000077	2023	Chevy	Traverse		1GNERHKW5PJ173312	\$42,924
3092-000078	2007	Chevy	Truck		3GCEC14V37G165426	\$5,000
3092-000080	2007	Chevy	Truck		3GCEC14V57G163158	\$5,000
3092-000082	2007	Chevy	Truck		1GCHC24U77E128199	\$5,000
3092-000084	2016	Ford	Truck		1FTMF1C83GKR59249	\$20,000
3092-000085	2026	Thomas	Bus	46	1T7Y84E23T1240982	\$211,319
3092-000086	2026	Thomas	Bus	46	1T7Y84E21T1240981	\$211,319
3092-000087	2025	Ford	F250		1FT7W2BT3SED58456	\$63,412
3092-000088	2026	Ford	Collins Activity Bus		1FDEE3FN1TDD02398	\$107,830
3092-000089	2026	Ford	Collins Activity Bus		1FDEE3FN7TDD02275	\$107,830
3092-000090	2025	Ford	Escape		1FMCU0GN1SUB59149	\$26,508
3092-000091	2025	Chevy	Equinox		3GNAXHEG6SL319503	\$29,110
3092-000092	2025	Chevy	Equinox		3GNAXHEG6SL319551	\$29,110
3092-000093	2025	Chevy	Equinox		3GNAXHEG1SL319778	\$29,110
3092-000094	2014	Ford	E150 Cargo Van		1FTNE1EW7EDA03942	\$15,000
3092-000095	2025	Ford	Expedition		1FMJK1H82SEA68042	\$58,641
3092-000096	2026	International	Bus	65	4DRGVMMN7TB190882	\$132,866
3092-000097	2026	International	Lift Bus Model 3000	23	4DRGVMMN2TB190885	\$137,876
3092-000098	2027	International	Bus	65	4DRGVMMN0VB120997	\$135,163
3092-000099	2026	Ford	Expedition		1FMJK1H83TEA09132	\$61,159
Total:						\$4,906,019

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 will allow 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 24 years, OSIG's membership has grown to 541 and the program insures more than \$32 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 insurance and reinsurance from "A"-rated carriers. OSIG's insurance 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 school's 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 and risk management** services you need to protect your school's 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 6/30/2025 was more than \$21 million and our assets were more than \$105 million.

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

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

Statement of Net Assets	
As of 06/30/2025	
Cash	\$67,503,673
Other Assets	\$37,632,794
Total Assets	\$105,136,467
Total Liabilities	\$83,166,312
Total Net Assets/Surplus	\$21,970,155

We urge you to obtain and review audited financial statements from every insurance provider that may offer your school district a quote. Financial statements are required by law and can be obtained at ok.gov/oid. Click on Interlocals under the Quick Links section of the homepage. Your school's auditor can help in analyzing the statements.

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 \$2,000,000,000 for property losses and \$2,000,000 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 should be returned to OSIG before June 30, 2026 in order to bind coverage effective 7/1/2026.

Risk Management and Loss Control Tools

- On Site Safety Inspection
- Onsite Appraisals
- Stop It Anonymous Incident Reporting Mobile and Web App
- Risk Management focused website osig.org
- Vector Solutions – Professional Development Training Platform
- Beazley & Lodestone Cyber Portal
- Helix Intel
- HSB Water and Temperature Monitoring Devices (Pilot Program)

Contacts For Questions

Coverage Questions

Your Local Agent or:

Jennifer McKenzie

Risk Program Administrators
5314 S. Yale Avenue, Suite 900
Tulsa, OK 74135
Phone: 918-764-7137
Fax: 866-420-0695
Email: mailto:Jennifer_mckenzie@osigadmin.org

Eastern Oklahoma Schools (East of I-35)

Guy Griggs

Insurica
11 East Broadway
Sand Springs, OK 74063
Phone: 918-245-2558
Fax: 918-245-8553
Email: guy.griggs@insurica.com

General Program Questions

Rick Thomas

Executive Director
P.O. Box 3068
Tulsa, OK 74101
Phone: 918-688-1056
Fax: 866-420-0695
Email: osigdirector@gmail.com

OSIG Board Members

Terry Davidson – Chairman	Comanche Schools	580.439.2900
Sherry Durkee – Vice Chairman	Sand Springs Schools	918.246.1406
Dr. John Cox – Treasurer	Peggs Schools	918.598.3412
Shelley Free – Secretary	Kiamichi Technology Center	918.465.2323
Jeremy Hogan – Member	Collinsville Schools	918.371.2326
Jeff Daugherty – Member	Merritt Schools	580.225.5460
Jason Lindley – Member	Hartshorne Schools	918.297.2534
Laura Sprouse - Member	Select Actuarial Services	615-620-7584
Steve Moyer - Member	Shelter Insurance	918.396.3379

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 2026/2027 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

**Governmental
2026 Billing Rates
Effective July 1, 2026**

Years of Practice as Attorney:

30+ Years	\$345
25-29 Years	\$315
20-24 Years	\$305
15-19 Years	\$290
10-14 Years	\$245
6-9 Years	\$205
3-5 Years	\$195
0-2 Years	\$180
Law Clerks	\$120
Paralegals	\$175

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



ROSENSTEIN FIST & RINGOLD

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

Years of Practice as Attorney:

30+ Years	\$335
25-29 Years	\$305
20-24 Years	\$295
15-19 Years	\$280
10-14 Years	\$235
6-9 Years	\$200
3-5 Years	\$185
0-2 Years	\$175
Law Clerks	\$115
Paralegals	\$130

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

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
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
LINDSEY E. ALBERS
WHITNEY M. ESCHENHEIMER

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

FACSIMILE
(918) 583-5617

INTERNET WEB SITE:
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

FREDERICK J. HEGENBART

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

May 20, 2026

VIA ELECTRONIC MAIL

Tyler Bridges, Superintendent
Stillwater Public Schools
tbridges@stillwaterschools.com

Re: RFR Engagement Letter 2026-2027

Dear Mr. Bridges:

This letter is intended to establish the terms and conditions of this firm's representation of Independent School District No. 16 of Payne County, Oklahoma, commonly known as Stillwater Public Schools ("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.

May 20, 2026

Page 2

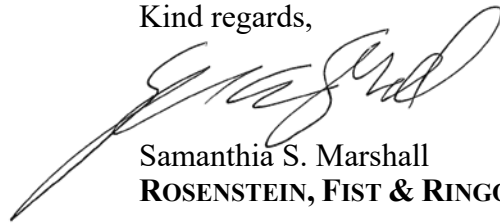
On or about the 15th of each month, the District will receive an invoice for services rendered the previous month along with a statement of cash advanced. If you have any questions regarding any invoice which you receive, please call it to my attention immediately.

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,



Samanthia S. Marshall
ROSENSTEIN, FIST & RINGOLD

SSM/cw

Enclosures: 2025 RFR Rate Sheet (Currently in effect)
2026 RFR Rate Sheet (Effective July 1, 2026)

cc: Ron McElliott (rmcelliot@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 _____, 2026.

President, Board of Education

Clerk

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, 2026, and continue through June 30, 2027, at which time it may be renewed by mutual consent and ratification of the parties in one-fiscal year increments.

Agreed to by:

By: _____
Dr. Gay Washington
President, Stillwater Board of Education

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



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 23, 2026, 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, 2027, 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:

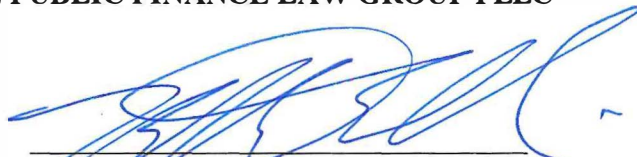
Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis
Stillwater, OK 74074
Attention: Superintendent

[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 23, 2026

(SEAL)

ATTEST:

By:

Clerk, Board of Education



Neal, Krista <kneal@stillwaterschools.com>

Re: **External Message Fwd: Stillwater Schools Purchasing Agreement**

Nick Morris <NMorris@hilanddairy.com>
To: "Neal, Krista" <kneal@stillwaterschools.com>

Wed, Apr 15, 2026 at 5:45 PM

Yes, this would be great thank you

Get [Outlook for iOS](#)

From: Neal, Krista <kneal@stillwaterschools.com>
Sent: Wednesday, April 15, 2026 2:17:43 PM
To: Nick Morris <NMorris@hilanddairy.com>
Subject: **External Message** Fwd: Stillwater Schools Purchasing Agreement

The most recent Request for Proposals for Stillwater Public Schools Nutrition Services included a provision to continue the purchasing agreement for up to 4 additional school years. SPS Nutrition Services wishes to continue the current purchasing agreement into School Year 2027, until June 30, 2027.

If this is unacceptable to you, please contact me. We will publish a new RFP.

If continuing the agreement is acceptable, and you do NOT need to update prices, please respond to this email, indicating prices will be honored for the next school year.

If continuing the agreement is acceptable, and you DO need to update prices, please respond and indicate you desire a change in pricing. If possible, include new prices. If you do wish to raise prices, SPS may decide to issue a new RFP.

Please respond as soon as possible.

If you have any questions, please contact me.



Krista
Neal, MS, RD, LD, SNS

Nutrition
Services Director
She/Her
SPS Nutrition

5005
N. Perkins
Stillwater,
Oklahoma 74075
405-533-6445
stillwaterschools.com

5/11/26, 5:06 PM

Stillwater Public Schools Mail - Re: ****External Message**** Fwd: Stillwater Schools Purchasing Agreement

This email may contain identifiable educational information subject to state and federal law protection. This information is intended for the use of the individual named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be punishable by law. If you have received this electronic transmission in error, please notify us.



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.

Product	Description	Proposed Price Per Each	Estimated Usage	Extended Price
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		

2024-2025 MILK BID

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 1st 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

Krista Neal, Child Nutrition Director

Cindy Carlton
Bid Account Manager
US Foods
10211 N. I-35 Service Road
Oklahoma City, OK 73131
RE: Annual Renewal of Contract Stillwater Public Schools RFP Prime Vendor -Nutrition Services

Dear Cindy Carlton,

The above-referenced contract between Stillwater Public Schools and US Foods is due to expire on June 30, 2026. This contract is eligible for four additional one-year renewal, per the signed agreement.

If you are interested in renewing this contract for an additional year, please complete the appropriate section below and return your response.

Thank you for your consideration in this matter. If you have any questions, please don't hesitate to contact me.

Sincerely,

Krista Neal
Child Nutrition Director
kneal@stillwaterschools.com
(405) 533-6445

Yes, I will renew at the same pricing

No, I will require an increase. **Please see attached Cost Proposal.**

Extension Agreement

The term of the extension agreement shall be for the period July 1,2026 through June 30,2027.

In consideration for goods and services performed under our agreement for CN Prime Vendor services, Stillwater Public Schools as a member of Campus Smart (RFP 25-15) agrees to pay the following amount:

Actual cost (actual cost to the Vendor) of product plus a fixed fee for service per each case as per the attached Fixed Fee per Case Schedule.

The terms of the original agreement will remain in full force and effect except as modified above.

The fixed fee-per-case of \$3.22 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.

Average Drop Size	Fixed Fee per Case 2026-2027 School Year
Less than \$2,499.99	\$3.22
2,500 - 2,999.99	\$3.04
3,000 - 3,999.99	\$2.96
4,000 - 5,499.99	\$2.89
5,500 - 6,999.99	\$2.85
7,000 - 10,999.99	\$2.72
11,000 - 15,999.99	\$2.68
16,000 and up	\$2.58

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.

Party of the First Part

Stillwater Public Schools
5021 N. Perkins
Stillwater, OK 74075

Party of the Second Part

US Foods, Inc.
10211 N. I-35 Service Rd.
Oklahoma City, OK 73131

Authorized Signature

Date: _____

Authorized Signature

Date: _____

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.

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>, 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>.

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:

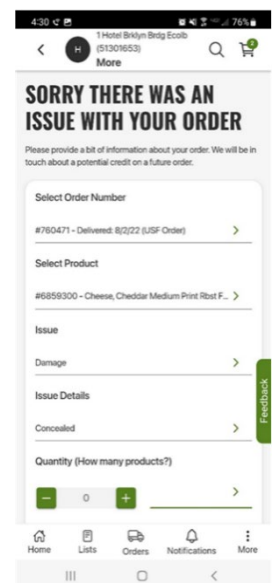
- Returned merchandise must be in resalable condition and packed in its original carton, unless authorized for quality inspection.
- Return requests because of quality problems require approval from US Foods. To submit credits, please email pictures of the yellow US Foods sticker, manufacturer code numbers 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.

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
- 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)

RFP Issued	March 5, 2025
Deadline to Submit Proposal	April 10, 2025 10:00 a.m.
Award Announced	May 14, 2025
Contract Begins	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. 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.

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.

PRODUCT CATEGORY	FIXED FEE / CASE
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

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	DUS5F5	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	DUS5T5	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								\$ -

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