



State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
ELEVATE UAS LLC
RESULTING FROM SOLICITATION NO. 0900000312**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Elevate UAS LLC (“Elevate”) in connection with Solicitation 0900000312 (“Solicitation”) and is effective 11/19, 2018.

Recitals

Whereas, the State issued a Solicitation for proposals to provide unmanned aerial vehicle (UAVs), unmanned ground vehicles (UGVs) and unmanned underwater vehicles (UUVs) with the option of both remote operation and autonomous operation, and additionally, a drones as a service (DaaS) solution;

Whereas, the State and Elevate have negotiated the final terms under which Elevate will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Elevate as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. the Service Level Agreement as contained in Attachment A to this Addendum; and
- ii. the Elevate UAS Service Request Form as contained in Attachment B to this Addendum.

- 2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

State of Oklahoma

By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 11/27/18

Elevate UAS LLC

By: 

Name: **Emma Smith**

Title: **Owner**

Date: **November 19, 2018**

**ATTACHMENT A TO ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
ELEVATE UAS LLC RESULTING FROM
SOLICITATION NO. 0900000312**

**Service Level Agreement (SLA)
for *The State of Oklahoma*
by
Elevate UAS LLC**

Effective Date: 5-31-2018

Document Owner:	Elevate UAS LLC
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Version

Version	Date	Description	Author
1.0	5-31-2018	Service Level Agreement	Emma Smith

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Elevate UAS LLC	Service Provider		5-31-2018
State of Oklahoma Office of Management and Enterprise Services	Customer		

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between *Elevate UAS LLC* and The State of Oklahoma for the provisioning of Drones as a Service and Data Processing Services (Bands 4 & 5) to support and sustain The State of Oklahoma.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services listed under Bands 4 & 5 as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Bands 4 & 5 service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for Bands 4 & 5 service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider(s): Elevate UAS LLC (“Provider”)

Customer(s): The State of Oklahoma Office of Management and Enterprise Services (“Customer”)

Periodic Review

This Agreement is valid from the effective date of the Addendum and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (Emma Smith) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. Emma Smith will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Emma Smith

Review Period: Yearly (12 months)

Previous Review Date: 05-31-2018

Next Review Date: 05-31-2019

4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

4.1 Service Scope

The following Services are covered by this Agreement;

4.1.1 Drones as a Service (Band 4)

- Email, telephone, video conference and in person support
- Expertise in planning and scheduling Band 4 services
- Requesting airspace authorization
- All necessary personnel and equipment required to provide Band 4 services

4.1.2 Data Processing Services (Band 5)

- Email, telephone and video conference support
- Secure data transferring services
- Data processing services
- Secure data storage services

4.2 Customer Requirements

The State of Oklahoma responsibilities and/or requirements in support of this Agreement include:

- Payment for all services at the agreed rate and interval
- Clear communication about expectations and deliverable items
- Reasonable availability of representative(s) when resolving a service related incident or request
- Follow all customer requirements listed in Solicitation 0900000312

4.3 Service Provider Requirements

Elevate UAS responsibilities and/or requirements in support of this Agreement include:

- Prompt response times to all forms of communication
- Reliable timetables for services to be rendered
- Appropriate notification to Customer for all scheduled service operations
- Follow all service provider requirements listed in Solicitation 0900000312

4.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders and amended in this SLA.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.1 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Data acquisition, flight planning, and airspace authorization support : 9:00 A.M. to 5:00 P.M. Monday – Friday
- Certified remote pilot availability is preferred to be scheduled between 9:00 A.M. to 5:00 P.M. Monday – Friday. However, if projects and/or events need to be scheduled outside of regular office hours, a certified remote pilot can be made available 24/7/365 (additional costs may apply).
- Telephone support : 9:00 A.M. to 5:00 P.M. Monday – Friday
 - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- Onsite assistance guaranteed within 72 hours during the business week

5.2 Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 24 hours for issues classified as **Medium** priority.
- Within 2 working days for issues classified as **Low** priority.

5.3 Service Credits

If supplier is unable to meet the SLA performance standards, service credits will be offered to the customer in the following matrix.

Priority Response	Satisfied Response	Unsatisfied Response	Service Credit
High	90%	10%	2.5%
Medium	90%	10%	2.5%
Low	90%	10%	2.5%

If Elevate is unable to satisfy 90% of all responses with the customer on a per quarter basis, there will be a 2.5% service credit to services rendered to customer.

5.4 Performance Service Reports

After each correspondence, an email will be sent to document the conversation and inquire whether the issue was resolved and/or if the person who initiated contact is satisfied with Elevate's performance. A performance service report will be used to track satisfied and unsatisfied responses. Quarterly reports will be submitted to the customer managing this contract. See Appendix G for an example Performance Service Report. Note; the format of this report may change over the duration of this contract.

5.5 Unsatisfied Response Corrective Action

Upon receiving notice of an unsatisfied response or response time, Elevate will internally evaluate what the primary issues were that lead to an unsatisfactory response or response time. This process will start as an internal investigation, but will include a request from the project manager or customer who submitted an unsatisfied response claim, to document how such an event took place. Upon completion of this investigation a summary will be attached to the quarterly Performance Service Report and include how similar unsatisfied responses can be mitigated in the future.

ATTACHMENT B TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
ELEVATE UAS LLC
RESULTING FROM SOLICITATION NO. 0900000312

Elevate UAS Service Request Form

2018

Elevate UAS

6036 SW 18th Dr.
Portland, OR 97239
541-543-9018
Elevateuas.com
esmith@elevateuas.com

Project Description

Project Description:

Today's Date:

Priority Level (High, Medium or Low):

Point of Contact (name, phone, email):

Location of flight (N/A if no flight is requested):

Total Acreage:

UAS As A Service

Service	Description	UOM	Check (x) to Request Service	Desired Completion Date
RGB Image/Video	Collect RGB imagery or video	DAY		
Thermal IR Image/Video	Collect Thermal IR image or video	DAY		

Multispectral Image	Collect Multispectral Image	DAY		
LiDAR	Collect UAS-LiDAR	DAY		

Data Modeling / GIS Analysis Services				
Service	Description	UOM	Check (x) to Request Service	Desired Completion Date
RGB Image Processing	Generate orthomosaic, surface model, point cloud and contours	HR		
Thermal IR Processing	Generate orthomosaic, radiometric analysis on still imagery	HR		
LiDAR Processing	Point cloud classification, surface/terrain models, and contour	HR		
Multispectral Image Processing	Generate orthomosaic, reflectance, vegetation indices	HR		
GIS Analytics	Additional point cloud classification from imagery or LiDAR derived point clouds, compute change detection and volumetric calculations, web-map interface, any additional desirable deliverable item from remotely sensed data	HR		
Web-hosting	Generate web-map interface to review, access and download processed data on Elevate hosted website available on any browser	HR		
Data Storage	Secure, Redundant, and Accessible Data storage services	GB/YR		

Requested Deliverables / Requirements				
Item	Description	File Type*	Check (x) to Request Item	Comments**
Orthomosaic	True color photo mosaic of project site	tif		
Digital Surface Model	3D surface generated from point cloud, includes all surface features (vegetation, buildings, etc.)	tif		
Digital Terrain Model	3D surface generated from classified point cloud designed to be representative of ground surface (vegetation, buildings, etc. removed)	tif		
Point Cloud	Millions of 3D points, where each point has an X,Y,Z (and color if RGB) value	las		
Mesh	3D model generated from point cloud made up of polygons to represent project features	obj, fbx, pdf		
Contour	Vector file used to illustrate the topography of project site, can be set to custom interval (1' to 50')	shp, dxf, dwg		
Ground Control Points	Markers displayed across project site to georeference and scale all output data products	txt		

*Please specify in comments what file format you would like if different from the one listed

**Required Spatial Resolution of GCPs (if any), point cloud classification (remove vegetation, classify buildings, water, etc), any other comment to specify deliverables

State Entity

Elevate Authorizing Signature

Date

Date