



State of Oklahoma
Office of Management and Enterprise Services

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

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to RespondAir UAS LLC (“RespondAir”) in connection with Solicitation 0900000312 (“Solicitation”) and is effective March 14, 2019.

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 RespondAir have negotiated the final terms under which RespondAir 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 RespondAir 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. revisions to the service level agreement as contained in Attachment A to this Addendum;
- ii. revisions to the price/cost volume document as contained in Attachment B to this Addendum;

- iii. the hosting agreement as contained in Attachment C to this Addendum;
- iv. the DaaS Project Scope Form as contained in Attachment D to this Addendum; and
- v. the Purchase Order Form as contained in Attachment E 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: 3-15-19

RespondAir UAS LLC

By: _____

Name: Gabriel A. Graveline

Title: CEO

Date: 03/14/19



RespondAir UAS LLC

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

SERVICE LEVEL AGREEMENT

Drones as a Service (DaaS)

BETWEEN

RespondAir UAS LLC

AND

State of Oklahoma

Office of Management and Enterprise Services (OMES)



Revision History

Revision #	Date	Author	Comment
1.0	05/31/2018	Jill Jones	Original Document – RespondAir UAS LLC DaaS for State of Oklahoma Proposal, reviewed by Gabe Graveline and Mitch Drummond

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1.

2. Parties and Timeline

This service level agreement is between the RespondAir and OMES **05/31/2018 to 12/31/2019**.

- This service level agreement is effective as of the date of the signatures below. RespondAir and OMES shall review the service level agreement at least yearly to determine if any modifications or amendments are needed to reflect the RespondAir’s services and the requirements of OMES.
- The purpose of this service level agreement is to document the service delivery of RespondAir to OMES or the particular State of Oklahoma department requesting services. RespondAir shall deliver the services set forth in this document. OMES shall pay for the services covered by this Agreement in accordance with billing and payment terms that have been agreed upon by the RespondAir and OMES and outlined in the contract.

3. Service Areas

RespondAir will provide the following Drones as a Service (DaaS), unmanned aerial systems, robotics and related services to OMES, per the proposal submitted for OMES Solicitation 0900000312 on May 31, 2018:

Service	Description	Examples
Drones as a Service (DaaS) Aerial Imagery and Related Functions	Provide certified and trained pilots to operate required unmanned aerial systems and camera equipment for collection of data or performance of related services according to contract specifications.	<ul style="list-style-type: none"> • Certified UAS Pilot • Certified Visual Observer • UAS Data Processor • Certified NIMS UAS Pilot • Crime Scene Investigator • Expert Witness • Hazmat Specialist
Specialty Missions	Provide certified and trained pilots for specialty missions such as emergency response, search and rescue, disaster recovery, robotics, or crime scene recording.	<ul style="list-style-type: none"> • Aerial Reconnaissance for Situational Awareness in Emergency Response (aerial photos and video) • Individual Incident Search and Rescue • Disaster recovery with specialized equipment • Hazardous Materials Inspections: disaster recovery and emergency response • Disaster Planning: map high impact buildings, target hazards for response preparedness and pre-incident planning



Service Level Agreement

		<ul style="list-style-type: none"> • First Responder Robotics: disaster recovery for major disasters and hazmat incidents • Crime Scene Recording, Reconstruction and Visualization: aerial and ground robotics
Drones as a Service (DaaS) Equipment	Provide required equipment for meeting specific contract deliverables for data collection and other DaaS projects.	<ul style="list-style-type: none"> • Aerial Photography/Videography at various resolutions required • Thermal Imaging Photography for inspections • Dual Thermal Imaging Photography and Video with RGB • Aerial Light Detection and Ranging (LIDAR) Mapping • Aerial Inspection with Gas Sensor: leak detection, produce readings by locations • Aerial Radiological Monitoring: radiation sensor to produce readings by location • Aerial Multispectral Sensor: soil density and other agricultural applications • Emergency Response: drone deployment with drop mechanism
Post-Processing Data	Provide qualified data processing specialists to prepare and edit deliverables according to file types and data requirements of the contract.	<ul style="list-style-type: none"> • Utilize software applications such as Drone Deploy, Pix4D, Agisoft, Datsumate, Virtual Surveyor, Propellor Aero, Scopito and Esri tools • Produce specific annotated maps and reports, 2D and 3D maps, elevation maps, etc. • Perform specific functions such as advanced photostitching, mapping ground control points, etc. • Produce deliverables in specific file format required by the contract

Pricing Assumptions:

The above service areas correspond to the pricing areas of RespondAir’s proposal to OMES for Solicitation 0900000312 and include the following assumptions:

- RespondAir will review the mission requirements and determine the appropriate technology required to meet the task. RespondAir will provide OMES and/or the state entity with a proposal and cost estimate listing the required labor, total hours, and equipment recommended for each mission.



- Pricing provided by RespondAir includes use of RespondAir's current equipment and software inventory, which are expected to cover most mission requirements. Specialty hardware or software required for specific projects will be priced separately and negotiated in good faith with OMES and the state entities.
- Travel expenses and incidentals will be charged at cost using approved mileage and per diem rates.

4. Reporting

The following processes will be used in order to manage the DaaS contract between RespondAir and OMES:

4.1. Monthly Status Report

RespondAir to provide OMES with a monthly status report that gives an overall summary of the following:

- Project status and progress
- On-going activities
- Completed tasks
- Action items

4.2. Monthly Review Meeting

Metrics will be tracked by RespondAir and discussed in a monthly or quarterly meeting as required by the project. This activity includes the following:

- Review of project work plan and timeline
- Review delivery of work products and deliverables
- Tracking unresolved issues on projects which impact the SLA
- Updating project progress and resolving critical issues
- Capturing issues and items needing escalation

4.3. Yearly Review Meeting

A yearly review meeting will include the following:

- The SLA will be reviewed with the managers involved and an amendment addendum will be created if required
- Review process will be through teleconference or face-to-face meeting session which will be booked in advance
- Review document prepared by RespondAir will include overall project status, issues list, reporting, and items that need adjustment within SLA (e.g. scope, metrics, etc.)
- SLA changes will be tracked by version number and date



4.4. Reporting Service Levels

Type	Measurement
Monthly Status Report	Delivered at monthly intervals and not less than two business days before scheduled review meeting
Yearly Status Report	Delivered at annual interval and not less than five business days before scheduled SLA review meeting

5. Delivery of Drones as a Service (DaaS)

Delivery of DaaS projects involves specific deliverables, aerial imagery, data collection and data processing related to clearly defined contract and user requirements. These requirements will be documented within the contract so that both RespondAir and OMES (or the specific department involved) will be in agreement regarding the project goals and objectives, timeline, work products, file formats, and related specifications such as resolution and specificity of the work products. All delivery of final products will be structured by RespondAir UAS to meet contract specifications and requirements.

5.1. Project Management

RespondAir is expected to manage all DaaS unmanned aerial or robotics services in a structured, organized, and cost-effective manner according to contract requirements. It is RespondAir’s goal to ensure that all project requirements are clearly defined within the contract and discussed with the appropriate management and staff, so that both RespondAir and OMES (or the specific department involved) will have a clear understanding of the project goals and objectives, timeline, work products, file formats, and related specifications such as resolution and specificity of the work products. RespondAir’s project management tasks include regular communication and periodic project status reports and updates to OMES management and staff.

5.2. Project Management Service Levels

Type	Measurement
Project Delivery	Determined by contract.
Project Budget for Hourly Projects	
Project Status Reports Completed and Submitted	
Documentation Updates	



5.3. Quality of Post-Processing Deliverables

RespondAir will apply appropriate process and practices in order to deliver high quality deliverables, including aerial photography, videography, photogrammetry and related imagery components to OMES (or the department involved in the project) containing as few defects as is practical, per contract specifications.

RespondAir will provide project deliverables according to the exact specificity, image quality and resolution requirements described and detailed in the contract. RespondAir will provide 24/7 phone support for post processing data and work products for all service performed and deliverables produced.

5.4. Post-Processing Deliverables: Quality Service Levels

Type	Measurement
Deliverable Files Produced and Delivered without Defect	Determined by contract.
Edits/Changes to Data Files Completed According to Project Schedule	
End User Satisfaction	

5.5. Emergency Escalation

RespondAir will utilize an internal Escalation Process for coverage in the case of an emergency that may impact performance or support. For RespondAir pilots and other personnel in the field, each person has an on-call backup. For field situations, RespondAir teams typically deploy in pairs which includes a pilot and a visual observer for redundancy of operations. All personnel have clearly defined emergency contacts. The RespondAir office manager tracks personnel in the field and is able to reach emergency contacts.

RespondAir teams follow standard safety procedures in any scene or situation deemed to be hazardous, which is treated as an active incident or where hazardous materials are involved. The standard process is “Two In/Two Out”, based on rapid intervention team procedures, which means two individuals enter the scene only if two others are outside to provide support. This is standard RespondAir procedure for any active incident, rescue, interior firefighting or any scene deemed to be hazardous.

5.6. Functionality Enhancements

Functionality enhancements are additional requirements beyond the scope of the contract for additional deliverables, functions, file types or other components which may arise during the project. Examples include increasing specificity or resolution required for photographic or video imagery,



additional file types, enhanced editing of deliverables, or flight missions beyond those specified in the contract.

Functional enhancements can be requested by OMES or proposed by RespondAir. OMES will prioritize the order in which enhancements are performed and will provide detailed, updated pricing quotes for any additional services requested outside of contract specifications. Any additional functional requirements will be clearly communicated and documented as part of the regular reporting and status process, and agreed by both RespondAir and OMES prior to performance and delivery of additional service enhancements.

6. Emergency Response (Specialized Services)

As required, RespondAir is prepared to mobilize and provide emergency response services to OMES or specific departments, including availability for teams to respond within contract service levels to disaster, emergency, and crime scene situations. Typical specialized response tasks include:

- Aerial reconnaissance for situational awareness during the emergency
- Utilization of aerial photos and video on scene during the emergency event
- Search and rescue for individual events
- Disaster recovery with specialized equipment
- Hazardous material recovery and monitoring during the emergency
- First responder robotics during major disasters and hazardous material events
- Crime scene recording, reconstruction and visualization using unmanned aerial systems and ground robotics
- Expert witnesses

For emergency/disaster response and crime scene services, RespondAir will develop response procedures, point of contact, and timelines to meet basic emergency and disaster requirements, which may be changed or enhanced depending on the situation. During the emergency, OMES will be able to contact RespondAir to request services and deploy RespondAir teams depending on the needs of the situation.

RespondAir will provide phone and email contact information for deployment teams and team leads. RespondAir offers 24/7 365 availability for technical support related to data outputs and processing.

7. User Support and Problem Correction

The following procedures will be used to respond to problems that are received by RespondAir. A problem is defined as an unplanned event which adversely affects aerial data collection, data processing or other project deliverables.

RespondAir has responsibility to determine appropriate response to data issues and resolution times. RespondAir will provide 24/7 phone support for post processing data and work products for all service



Service Level Agreement

performed and deliverables produced. Response and resolution times are measured from when the issue is received by RespondAir. Continuous effort will be applied until the problem is resolved.

RespondAir will communicate the problem status on a regular basis with the end user or management until the issue is resolved. Issue details will be tracked and documented on monthly reports. Specific details required for deliverables and issue resolution will be clearly outlined in any contract document to match specifications and requirements of the project.



8.

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APPENDIX A – Specific Functions Quoted in Pricing Proposal

Unmanned Aerial Systems - Drones as a Service	
Solicitation 0900000312	
Submitted by:	
RespondAir UAS LLC	
Price Schedule - Drones as a Service	
Quoted as List Price, Percent Off List and OMES Price	
Service	Description
Standard Labor	
Certified UAS Pilot	Hourly labor rate covering flight time and post processing for certified UAS pilot
Certified Visual Observer	Hourly labor rate covering flight time and post processing for certified visual observer
UAS Data Processor	Hourly labor rate covering flight time and post processing for UAS data processor
Certified NIMS UAS Pilot	Hourly labor rate covering flight time and post processing for certified NIMS UAS pilot
Crime Scene Investigator	Hourly labor rate covering flight time and post processing for crime scene investigator
Expert Witness	Hourly labor rate covering flight time and post processing for expert witness
Hazmat Specialist	Hourly labor rate covering flight time and post processing for hazmat specialist
Specialty Mission Labor	
Aerial Reconnaissance for Situational Awareness in Emergency Response (aerial photos and video)	Hourly rate for situational awareness missions
Individual Incident - Search & Rescue	Hourly rate for search & rescue missions
Disaster Recovery with specialized equipment - spotlights, loud speakers	Hourly rate for disaster recovery
Hazardous Material Inspections - disaster recovery/emergency response	Hourly rate for hazardous material inspections
Disaster Planning - map high impact buildings, target hazards for response preparedness and pre-incident planning	Hourly rate for disaster planning and other pre-incident planning
First Responder Robotics - Disaster Recovery for Major Disasters and Hazmat Incidents	Hourly rate for first responder ground robotics used in disaster recovery
Crime Scene Recording, Reconstruction and Visualization (aerial and ground robotics)	Hourly rate for crime scene support



Unmanned Aerial Systems - Drones as a Service	
Solicitation 0900000312	
Submitted by:	
RespondAir UAS LLC	
Price Schedule - Drones as a Service	
Quoted as List Price, Percent Off List and OMES Price	
Service	Description
Equipment Fees	
Tier I - Aerial Photography/Videography w/12 megapixel/4K video camera (or higher)	Hourly equipment rental for Tier I equipment. In addition to required pilot labor rate
Tier II - Aerial Photography/Videography w/ minimum 20 megapixel/4K video at 60 frames/second (or higher)	Hourly equipment rental for Tier II equipment. In addition to required pilot labor rate
Tier III - Thermal Imaging Photography for Inspections	Hourly equipment rental for Tier III equipment. In addition to required pilot labor rate
Tier IV - Dual Thermal Imaging Photography and Video with RGB	Hourly equipment rental for Tier IV equipment. In addition to required pilot labor rate
Tier V - Aerial Light Detection and Ranging (LIDAR) Mapping	Hourly equipment rental for Tier V equipment. In addition to required pilot labor rate
Aerial Inspection with Gas Sensor for Leak Detection, produce readings by location	Hourly equipment rental for gas sensor
Aerial Radiological Monitoring (radiation sensor), produce readings by location	Hourly equipment rental for radiological monitoring
Aerial Multispectral Sensor for density related to soil/plants, and post-processing to upload, produce 2D model and annotation report	Hourly equipment rental for multispectral sensor
Emergency Response - Drone Deployment with Drop Mechanism (for supplies, aid)	Hourly equipment rental for drop mechanism

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



**Proposal for
Solicitation 0900000312
Unmanned Aerial Systems
Drones as a Service
Price/Cost Volume**

Submitted to:
Office of Management and Enterprise Services
ATTN: Joseph Farani
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Submitted by:
RespondAir UAS LLC
9101 N. 130th E. Ave
Owasso, OK 74055
www.respondair.com

May 31, 2018



RespondAir UAS LLC
9101 N. 130th E. Ave.
Owasso, OK 74055
Skyway 36 Drone Port
1211 W 36th St N, Tulsa OK 74127

Via email: joseph.farani@omes.ok.gov

May 31, 2018

Office of Management and Enterprise Services
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

ATTN: Mr. Joseph Farani

Dear Mr. Farani,

RespondAir UAS LLC is pleased to provide this response to your **Solicitation 0900000312** requesting quotes from capable and qualified suppliers of Drones as a Service (DaaS) solutions.

This proposal outlines our plan to provide a range of relevant Drones as a Service solutions for State or Interlocal Entities according to the service areas outlined in the scope section of the RFP. The information provided in our proposal will show that RespondAir has the necessary resources, experience, and expertise to meet the goals of the State's initiative for procuring UAS services. We look forward to building a solid working relationship and helping meet your program objectives.

RespondAir is a Tulsa-based small business with significant experience in unmanned aerial systems (UAS/drone) and robotics services for aerial mapping, inspection, public safety, search and rescue, and emergency response. We are a minority-owned small business. Our services provide essential data and support applicable to all the service areas listed in the scope of the RFP. We welcome the opportunity to offer these services to the State of Oklahoma where we live and work.

Our response is directed at RFP Band 4 – Drones as a Service. We do provide drone equipment and manufacture our own accessories and attachments (Band 1-3), and we have strategic partnerships with software application providers which we utilize for data processing, such as Drone Deploy (Band 5). However, the drone equipment market is changing so quickly that we find the task of quoting equipment prices over a multi-year contract to be very difficult. If we quote future task orders related to a DaaS contract, we would be interested in quoting equipment along with our services. For now, our proposal is primarily aimed at DaaS (Band 4).

As owner and CEO of the company, I will be the main contact for the proposal. Per submission of this proposal, RespondAir agrees to furnish the required services in accordance with the RFP. Please contact us directly if you have further questions about our capabilities or our company.

Thank you for your time and consideration.

Regards,

Gabe Graveline, Owner/CEO
RespondAir UAS LLC
(539) 777-2911 gabe@respondair.com



Price Schedule

RespondAir is pleased to provide the following price schedule in response to this RFP. Our labor and equipment rates are separate to allow our customers to choose the pilot certifications and equipment type independently.

Price Schedule - Drones as a Service				
Service	Description	List Price	Percent off List	Oklahoma Price
Standard Labor				
Certified UAS Pilot	Hourly labor rate covering flight time and post processing for certified UAS pilot	60.00	6%	56.40
Certified Visual Observer	Hourly labor rate covering flight time and post processing for certified visual observer	45.00	6%	42.30
UAS Data Processor	Hourly labor rate covering flight time and post processing for UAS data processor	45.00	6%	42.30
Certified NIMS UAS Pilot	Hourly labor rate covering flight time and post processing for certified NIMS UAS pilot	85.00	6%	79.90
Crime Scene Investigator	Hourly labor rate covering flight time and post processing for crime scene investigator	160.00	6%	150.40
Expert Witness	Hourly labor rate covering flight time and post processing for expert witness	225.00	6%	211.50
Hazmat Specialist	Hourly labor rate covering flight time and post processing for hazmat specialist	135.00	6%	126.90
Specialty Mission Labor				
Aerial Reconnaissance for Situational Awareness in Emergency Response (aerial photos and video)	Hourly rate for situational awareness missions	300.00		300.00
Individual Incident - Search & Rescue	Hourly rate for search & rescue missions	300.00		300.00
Disaster Recovery with specialized equipment - spotlights, loud speakers	Hourly rate for disaster recovery	300.00		300.00
Hazardous Material Inspections - disaster recovery/emergency response	Hourly rate for hazardous material inspections	300.00		300.00
Disaster Planning - map high impact buildings, target hazards for response preparedness and pre-incident planning	Hourly rate for disaster planning and other pre-incident planning	200.00		200.00
First Responder Robotics - Disaster Recovery for Major Disasters and Hazmat Incidents	Hourly rate for first responder ground robotics used in disaster recovery	400.00		400.00
Crime Scene Recording, Reconstruction and Visualization (aerial and ground robotics)	Hourly rate for crime scene support	200.00		200.00
Equipment Fees				
Tier I - Aerial Photography/Videography w/12 megapixel/4K video camera (or higher)	Hourly equipment rental for Tier I equipment. In addition to required pilot labor rate	100.00		100.00
Tier II - Aerial Photography/Videography w/ minimum 20 megapixel/4K video at 60 frames/second (or higher)	Hourly equipment rental for Tier II equipment. In addition to required pilot labor rate	125.00		125.00
Tier III - Thermal Imaging Photography for Inspections	Hourly equipment rental for Tier III equipment. In addition to required pilot labor rate	200.00		200.00
Tier IV - Dual Thermal Imaging Photography and Video with RGB	Hourly equipment rental for Tier IV equipment. In addition to required pilot labor rate	275.00		275.00
Tier V - Aerial Light Detection and Ranging (LIDAR) Mapping	Hourly equipment rental for Tier V equipment. In addition to required pilot labor rate	850.00		850.00
Aerial Inspection with Gas Sensor for Leak Detection, produce readings by location	Hourly equipment rental for gas sensor	200.00		200.00
Aerial Radiological Monitoring (radiation sensor), produce readings by location	Hourly equipment rental for radiological monitoring	200.00		200.00
Aerial Multispectral Sensor for density related to soil/plants, and post-processing to upload, produce 2D model and annotation report	Hourly equipment rental for multispectral sensor	200.00		200.00
Emergency Response - Drone Deployment with Drop Mechanism (for supplies, aid)	Hourly equipment rental for drop mechanism	200.00		200.00



Assumptions:

1. RespondAir will review the mission requirements and determine the appropriate technology required to meet the task. We will provide OMES and/or the state entity with a proposal and cost estimate listing the required labor, total hours, and equipment recommended for each mission.
2. The above pricing includes use of RespondAir's current equipment and software inventory, which are expected to cover most mission requirements. Specialty hardware or software required for specific projects will be priced separately and negotiated in good faith with OMES and the state entities.
- 3.

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

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with the Contract issued as a result of Solicitation No. 0900000312 (the “Contract”) and entered into between RespondAir UAS LLC (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State” or “Customer”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. “Customer Data” shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.
- e. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

II. Customer Data

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Vendor's proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor's negligence or willful misconduct, Vendor, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice

and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Vendor is responsible for encryption of Personal Data.
- c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Vendor is responsible for costs incurred by Customer for Customer to remediate the virus.
- d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Vendor shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
- f. Vendor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

IV. Security Assessment

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's

minimum security standards during the term of the Contract, including renewals, constitutes a material breach.

- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting Vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting Vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting Vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party Vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.
- V. Security Incident Notification and Responsibilities:** Vendor shall inform Customer of any Security Incident or Data Breach
- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication.
 - b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
 - c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.
- VI. Data Breach Notification and Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.
- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach.

Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.
- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

VII. Notice: Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:
OMES Help Desk

405-521-2444

helpdesk@omes.ok.gov

Attn: Chief Information Security Officer

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following

- a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.
- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

IX. Indemnity

- a. Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties or other obligations in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and

Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor of any third party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

X. Termination and Suspension of Service:

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience
 - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services.

- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.



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

RespondAir UAS LLC

Drones-as-a-Services (DaaS) Project Scope Form	
Project Title:	Project Number:
Project Leader/Manager:	Anticipated Project Start Date:
Sponsor:	Date Prepared:
Project Risk Level:	Estimated Completion Date:
<u>Requestor/Requesting Department:</u> Provide definition of department or personnel requesting the service. Include: <ul style="list-style-type: none">• Individuals, teams, or other organizations to be involved in the project.• Core team members directly responsible for project deliverables.• Optionally include supporting team members who contribute to project deliverables.	
<u>Purpose of Project:</u> <i>(Provide narrative regarding what this project is expected to accomplish and expected benefits or outcome)</i> Provide: <ul style="list-style-type: none">• Concise goal statement.• Services being requested.• What is being accomplished?• What are the major benefits or outcomes expected from this project?	
<u>Background:</u> <i>(Provide brief narrative regarding what led to this project proposal)</i> Provide: <ul style="list-style-type: none">• Provide a brief project history.• Justification of why this project should be done.• What are the expected consequences of this project?	
<u>Deliverables:</u> <i>(Provide key deliverables)</i> Provide: <ul style="list-style-type: none">• Major outputs of the project, including quantities.• Specific data outputs including maps, file types, etc.• Specifications for output resolution, calibration requirements, ground control points, etc.• As appropriate, attach a requirements specification document.	



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RespondAir UAS LLC

Inputs for Project Plan: *Define specific data inputs.*

Example of typical inputs required for project initiation:

- Schedule (data acquisition, data processing, data delivery)
- Project area and size
- Proposed flight lines in GIS and graphic format
- Base station locations in GIS and graphic format as well as supporting NGS control information
- Proposed baseline lengths for aerial collection
- Calibration testing methodology(s)
- LiDAR collection parameters (flying height, Scan FOV full angle, pulse rate, scanner frequency, side-lap percentage, point density etc.)
- Proposed acquisition windows including maximum PDOP values
- Description of internal verification quality control processes:
 - Data validation
 - Pre-processing and accuracy check
 - Processing quality control

Safety, Security, & Risks: *(Potential project safety and security exposures, issues and risks, & mitigation)*

- Provide any data confidentiality requirements, other information security requirements, regulatory compliance, expected safety exposure or risk with the project or area.

Issues and Risks	Risk Mitigation or Contingency
1.	1.
2.	2.
3. ...	3. ...

Approvals:

Requested by: (e.g., project manager)

Printed name, Signature, Date

Requested by: (e.g., project leader)

Printed name, Signature, Date



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RespondAir UAS LLC

Approved by: (e.g., project steering committee, project director, department head, contracting agent)

Printed name, Signature, Date

Project Scope Considerations:

The project scope for each Drones-as-a-Service project is determined by project initiation that outlines the project type, objectives, specifications, and deliverables, so that RespondAir UAS is able to provide a quote for services.

The resulting quote for services is based on project specifications including factors such as project area and size, terrain, airspace, equipment and sensors required, type of photo and video resolution, accessibility, and manpower required, including qualifications and certifications of pilots and visual observers.

RespondAir UAS typically requires a site visit in order to provide an accurate quote for DaaS.

ATTACHMENT E TO
ADDENDUM 1 TO
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RESPONDAIR UAS LLC
RESULTING FROM SOLICITATION NO. 0900000312



RespondAir UAS LLC

Purchase Order

Company Phone: (539) 777-2911
Website: www.respondair.com
Email: gabe@respondair.com
9101 N. 130th E. Ave.
Owasso, OK 74055

Date: _____
Purchase Order #: _____

Customer:

Vendor Name: _____
Company Name: _____
Address: _____
City, State, Zip Code _____ **Phone:** _____

Services Provided By:

Company Name: RespondAir UAS LLC
Address: 9101 N. 130th E. Ave
City, State, Zip Code: Owasso, OK 74055
Phone: (539) 777-2911

Details	Quantity	Unit Price	Total
SUBTOTAL			
TAX			
TOTAL			000000.00

[Signatures of Authorized Person]
[Name and Title]

Additional Notes:
