



STATE OF OKLAHOMA CONTRACT WITH AMERICAN SIGNAL CORPORATION

This State of Oklahoma Statewide Contract in connection with Statewide Contract #0404 is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and American Signal Corporation (“Supplier”) and is effective as of the date of last signature. The initial Contract term, which begins on the effective date of the Contract, is for one (1) year with up to four (4) one-year options to renew. Parties may agree to renewal through signed, written agreement.

Purpose

The State is awarding the Contract to Supplier for the provision of Outdoor Warning Systems Products and Services, as more particularly described in certain Contract Documents. This Contract Document memorializes the agreement of the parties with respect to the terms of the Contract that is being awarded to Supplier.

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. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Oklahoma Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology terms, Attachment D;
 - 2.5. Portions of the Bid, Attachment E; and
 - i. Revisions to Supplier’s Quote Template, Attachment E-1.
 - ii. Revisions to Supplier’s Programming Form Template as contained in Attachment E-2.; and
 - iii. Supplier’s Certificate of Liability Insurance contained in Attachment E-3
 - 2.6. Attachment F is Intentionally Omitted
3. The parties additionally agree:


- 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

Attachments referenced in this section are attached hereto and incorporated herein.

4. 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 and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

AMERICAN SIGNAL CORPORATION

By:  _____

Name: D. Jerry Moore

Title: Chief Information Officer

Date: Jan 14, 2021 _____

By:  _____
Dale Moeller (Jan 14, 2021 05:58 CST)

Name: Dale Moeller _____

Title: Pres. _____

Date: Jan 14, 2021 _____

ATTACHMENT A
SOLICITATION NO. 0900000438

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

The Office of Management and Enterprise Services (OMES), Information Services Division (ISD) is seeking responses from potential Suppliers to provide Outdoor Warning Systems Products and Services for State Agencies and Affiliates to purchase on an as-needed basis. Oklahoma has 77 counties and over 500 municipal government Affiliates that have intermittent project requirements for outdoor warning sirens with associated systems, parts and services. Many Oklahoma communities have existing systems in need of refurbishment, while others are looking for completely new systems. Some communities have differing system models within their domain. As a result, this Solicitation seeks to provide a solution for purchasing required systems, parts and services to keep the Oklahoma outdoor warning systems viable, ready and secure.

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services. As a result of this Solicitation OMES, Information Services Division (ISD), expects to receive and evaluate responses and select one or more qualified Suppliers with which to establish a contract(s) for Outdoor Warning Systems Products and Services that is available to all Oklahoma Purchasing Entities.

When a need is identified, the Purchasing Entity will provide a Supplier awarded a contract under this Solicitation with business requirements and technical specifications for their specific project.

Award of the Contract to a bidder is not a guarantee of being selected to provide products and services.

The Purchasing Entity will directly negotiate the terms of a Statement of Work with a Supplier when a project is needed.

If awarded a contract, the Supplier is responsible for keeping the State informed of personnel contact changes and is not responsible if the Supplier does not receive an invitation to bid on a Statement of Work.

If any of the products or services are coming to an end-of-life please provide an end date.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Specifications

2.1. Control Station – Explain how the system addresses each of the following:

- A.** Siren activation and method of activation including Dual-tone Multi-Frequency (DTMF), Frequency Shift Key and Two Tone.
- B.** Remote site status after testing or emergency activation.
- C.** Physical security of the controls.
- D.** Report and documentation.
- E.** User Interface.
- F.** Responsive design.
- G.** User friendly/browser based and intuitive portal.
- H.** Geographical identification tools.

2.2. Remote Stations – Explain how the system addresses each of the following:

- A.** Provide information relevant to the controllers available to activate the unit. Discuss the activation method(s) such as keypad, website, computers or automated solutions.
- B.** Programming the controller.
- C.** Discuss the capabilities of the controllers to perform diagnostics and transmit to the central control.

2.3. Hardware

- A.** Discuss the type of power the siren runs off of such as battery or commercial power.
- B.** Discuss the back-up power sources for the solution as in battery, solar, generator, etc.
- C.** Discuss what parts are not offered by the Supplier under this contract that are required to make the system functional (power, pole, etc.)
- D.** Discuss hybrid systems where different vendor sirens and/or different model numbers from the same Supplier.

2.4. Compliance

- A.** Discuss how the proposed parts and/or services meet or exceed all federal requirements specifically to address the CPG-1-17 guidance.

2.5. Installation and Implementation Plan

- A.** Briefly discuss and provide an example of a typical installation and implementation plan.
- B.** Discuss what steps are taken to ensure proper functioning of the system upon completion and hand-off for customer acceptance.

2.6. Training – Discuss and define the following:

- A.** Technical online knowledge base
- B.** Training documentation
- C.** Continuation training
- D.** Service manuals and installation documentation shall be provided to the customer.

2.7. Support

- A.** The Supplier shall provide support in order to troubleshoot system operation, assist with software system configurations, or software upgrades.
- B.** Indicate the response times provided for support
- C.** Provide Support hours of operation
- D.** Give location(s) of In-State call center staff
- E.** Discuss the steps taken for Change Management

2.8. Maintenance

- A.** Provide a list of everything included in the maintenance services you propose.
- B.** Provide a maintenance schedule to include batteries, controllers, etc.

2.9. Software Systems – Discuss how each of the following work in your proposed solution:

- A.** Platforms supported
- B.** Browser compatibility
- C.** Operating systems supported
- D.** Hardware recommendations
- E.** Remote access capabilities
- F.** Interfaces
- G.** Performance and monitoring capabilities
- H.** System availability

2.10. Administration – Discuss how each of the following work in your proposed solution:

- A.** User rights/role based administration and user management
- B.** Passwords
- C.** Audit
- D.** Authentication

2.11. Security – Discuss the processes and procedures regarding the following:

- A.** Disaster recovery
- B.** Back-up
- C.** Redundancy
- D.** Data security mechanisms (encryption at rest, encryption in motion, screen lock/timeout, etc.)

2.12. Integration

- A.** Discuss integration with radios and systems. What radios (communication pathways between the siren and home base) does the Supplier recommend?

2.13. Customer Responsibilities

- A.** Define what licenses, inspections or any other accommodations that would be the responsibility of the customer.

2.14. References

- A.** Provide three (3) references where your company has implemented a solution or provided products and services to a governmental entity. Describe what products or services were provided to each reference. References should include the governmental entity name, address, and contact name, email and phone number.

2.15. Documentation

Any bid should include, as applicable, Hosting Provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.

- A.** A SLA outlines the minimum service that a customer may expect for services, warranties and support. The SLA should include an example performance report and a matrix for service credits that relate to the Suppliers performance under the SLA.

- B.** Billing information outlines what information is provided in billing the entity and how it is delivered.
- C.** Documentation outlines how detailed documents of services that are provided to entities on an ongoing basis to include services by location and account information can be obtained.
- D.** Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative Operational Personnel levels.
- E.** Account Team and Support Provisions outline the Suppliers capabilities of providing world class support and account service.
- F.** Escalation Process outlines the predetermined levels of escalation in the event of an emergency.

2.16. Value Add

- A.** Suppliers are requested to provide any new services or value added services that could be made available which are in scope of this solicitation. If any of these products or services are coming to end of life, please provide the end date.
- B.** Hardware and software that is not designed to solely support the solution are not allowed.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Notwithstanding any information herein, the coverage amounts identified in Attachment E-3, Supplier's Certificate of Liability Insurance shall control in the event of conflict between the Vendor's and State's Liability coverage amounts listed in this section.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, 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 Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- 13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means 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.

- 1.8 Personal Data** means 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) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://omes.ok.gov/sites/g/files/gmc316/f/isd_itas.pdf. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work Made for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

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

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier 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. Supplier 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).
2. Supplier 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. Supplier 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, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records 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 Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier 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 Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier 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. Supplier 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 service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier 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 Supplier, Supplier 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 Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier 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. Supplier 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. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier 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.
6. Supplier 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. Supplier 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.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier 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. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier 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, Supplier will coordinate with Customer prior to any such communication.
2. Supplier 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).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. Breach 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 Supplier.

1. Supplier 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.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal data and Non-Public Data or otherwise prevent its release, Supplier 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 – all 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 Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. Notices

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

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

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier 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.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier 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 Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier 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.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier 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.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

- a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;
- b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or
- c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

- a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;
- b. 30 days after the effective date of termination, if the termination is for convenience; or
- c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. 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 within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

ATTACHMENT E
PORTION OF VENDOR'S BID RESPONSE

2. Specifications

2.1 Control Station

CSC-960™

The Central Station Controller 960 is a Status Encoder and siren control unit, capable of activating siren sites via TTS, DTMF, or FSK individually, in groups or all at once. The CSC-960™ command and control system is designed for ease of use and simplicity of activation; inserting and turning the key unlocks the control panel and pushing the appropriate button activates predetermined sites with pre-programmed audible alerts.

The CSC-960™ is equipped with battery backup to provide a minimum of eight hours of continuous operation in the event of main power failure, to ensure the utmost reliability of the siren controller.

This siren control unit has a key lock to secure the keypad; four LED's to indicate power, status of the RF carrier, Cancel, and a spare function; and ten programmable function keys on the face of the unit. The keys of this command and control system may be programmed to execute a variety of activation commands across the managed sirens and HPSAs.

2.2 Remote Stations

Universal Remote Terminal Unit

The Universal Remote Terminal Unit (U-RTU™) is a powerful and innovative siren controller capable of both control activation and data acquisition or local data processing only.

The results of nearly 20 years of experience satisfying our customers, the U-RTU™ siren controller is designed to provide unparalleled flexibility, offering digital FSK, DTMR and TTS tone and data decode compatibility, as well as radio communication bandwidth versatility. The U-RTU™ is capable of being activated and test from multiple encoder locations.

In Two-Way Control and Status system, siren control and the monitoring of siren operation, or fault conditions, are accomplished in the U-RTU's™ computer.

Combine our standard U-RTU™ with our CSC-960™ central encoder for any electromechanical or electronic voice siren for a complete command and control system.

CompuLert NEXGen

American Signal Corporation's premier central control platform for all mass notifications.

Our system has been purposefully built to provide the ultimate mobility, reliability, and performance as an industry-leading mass notification platform. Cloud enabled, available as SaaS (Software as a Service), or on premises, **CompuLert™ NEXGen is the only multi-threat detection multi-channel mass notification platform capable of interfacing with virtually any threat detection device and communicate life safety information over a myriad of**

technologies. CompuLert™ NEXGen sets itself apart in any further mass notification system comparison:

- CompuLert™ NEXGen's architecture was developed to support large, nationwide disaster management and emergency communications systems, down to individual small cities and villages. It provides our clients – and system integrators – with the ultimate capabilities to develop specific, robust solutions.
- CompuLert™ NEXGen is a powerful mass notification platform, capable of seamlessly integrating critical communications systems with distributed data collection and sensing equipment, to provide custom life safety solutions.

What can CompuLert™ NEXGen do?

CompuLert™ NEXGen provides simple, effective solutions to monitor and control emergency siren systems, while also maintaining a user-friendly administration interface. From one siren system to thousands of sirens located in separate geographic regions, CompuLert™ NEXGen provides intuitive command and control capabilities.

CompuLert™ NEXGen's integration capabilities also provide advanced detection and warning capabilities to pre-existing system networks. The CompuLert™ NEXGen platform includes both hardware and software. Hardware is fully-integrated with ASC's full line of emergency warning sirens, and can also be interfaced with numerous sensing and detection devices. In a mass notification system comparison, no other system offers this level of functional integration.

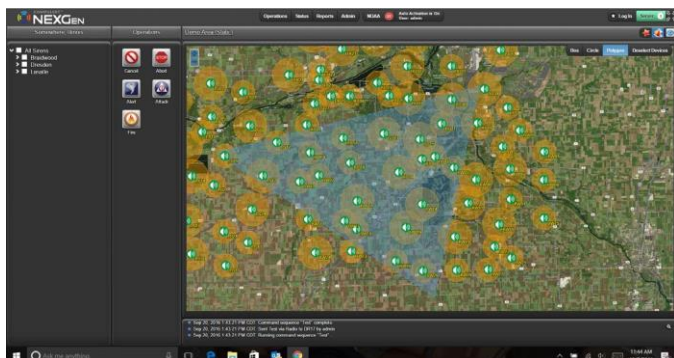
Design Philosophy

Building upon CompuLert's 30-year reputation of proven reliability, CompuLert™ NEXGen has been designed to support Fault Tolerant deployments. Its N-Tier platform architecture supports distributing service layers across physical hardware and geographical locations, while maintaining data integrity and providing fault tolerance.

As the command and control hub for mission critical "life safety" systems, CompuLert™ NEXGen can be deployed in several high-availability and fault-tolerant scenarios. The entire application can be installed on a single PC, providing industry-leading features and capabilities within budgetary constraints, or installed on one or many servers to ensure availability during man-made or natural disasters. In a mass notification system comparison, CompuLert™ NEXGen stands out as ultimately reliable in all situations.

CompuLert™ NEXGen implements a true client server control system that provides higher value through the ability to access the siren warning system securely from a network connected device. System operators can launch the NEXGen client from a browser application on a workstation within the emergency operations center, or mobile computer, tablet, or iPad connected through a secure virtual private network.

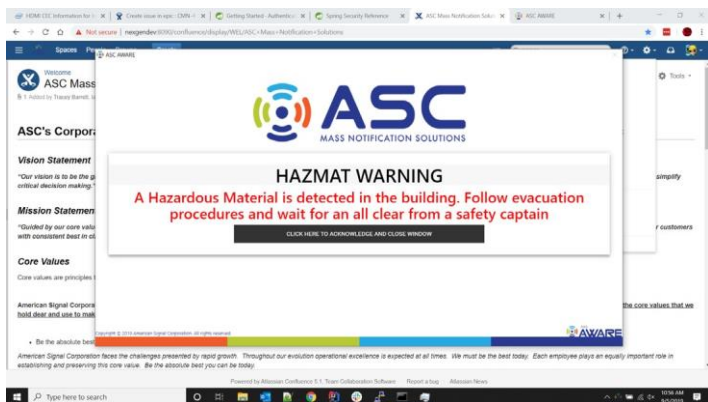
The secure browser based client requires no special software to be installed on the client hardware. NEXGen has been security tested and accepted at critical military installations, nuclear generating facilities, and municipalities across the country.



CompuLert™ NEXGen was successfully tested by FEMA officials at the FEMA IPAWS testing laboratory in Indian Head, Maryland. NEXGen is capable of receiving and acting upon IPAWS events. NEXGen has the most sophisticated ability to alert system operators, and/or to auto-activate and/or to create and send notifications within the emergency response

organization regarding IPAWS, or other events.

The NEXGen NOAA Alert & Auto Activation features, included, also provide the ability for NEXGen to receive NOAA NWS CAP Alerts. When received these alerts can be presented to the system operators for actions, or trigger activations of the siren system automatically based on highly configurable filters.



CompuLert™ NEXGen also provides the ability to send alerts, and notifications, to network attached devices such as computers, digital monitors, etc., within each emergency operations center. A separate client is available for this functionality. An example would be when NEXGen receives either an IPAWS event, or NOAA NWS Alert. Based on the type of the message and the desires

of the County, NEXGen could send an internal alert to all network connected devices running this client within the EOC. A message would “pop-up” on each screen alerting emergency operations personnel of the event, or message.

2.3 Hardware

- A. AC/DC Siren requires 208VAC/240VAC 60 AMP, single phase service. DC Sirens require 120 VAC, 20 AMP, single phase service (does not include electric meter, base or socket). American Signal is not responsible for providing or paying for electric service, or electrical permits or inspections.

- B. American Signal gives our customers the options of choosing the power configuration for their specific solution. Customers can run the sirens off of AC power with DC backup or customers can run off of Batteries with AC backup to recharge the batteries. ASC has solar capabilities for all of our sirens.
- C. American Signal will provide a pole based on customer needs and it will be priced accordingly in the specific quote tailor to the end customer. We can provide wood, steel or concrete poles at varying sizes and ratings, each with a unique price. ASC does not include any power or electric work and expects each individual end customer to provide the power necessary for the siren being purchased.
- D. American Signal has mechanical and electronic sirens with varying models based on size and sound coverage. All can be utilized on the same system in different configurations.

2.4 Compliance

- A. The reliability of the systems we deploy and maintain is a matter of public record maintained and published by the Nuclear Regulatory Commission. For nearly forty years, American Signal Corporations Outdoor Siren Warning Systems have been accepted by FEMA to protect millions of Americans around our nation's nuclear generating assets. Our systems are trusted by the Department of Energy's Oak Ridge National Labs, and deployed in support of our Nations warfighters domestically and abroad.

2.5 Installation and Implementation Plan

- A. A typical turnkey solution can be completed in 4-5 months from receiving a purchase order.
- B. ASC provides commissioning, start up and training of the system as part of our solution. ASC utilizes a checklist and will go through it with each customer to make sure they are 100% satisfied at sign off and acceptance of the system.

2.6 Training

- A. ASC provides training documentation and offers various continuation training opportunities based on customer needs.
- B. Following system testing and commissioning we will conduct User training on the utilization of all features of the new system as well as basic system troubleshooting. Operational training for the Users including system and maintenance training will be provided to the nominated Operators/Maintenance personnel.
- C. ASC also provides online refresher training at no additional charge.
- D. Service Manuals and installation documents are always provided to our customers.

2.7 Support

- A. ASC provides toll free telephone system, online ticketing system as well as remote VPN support for software.
- B. Support response times are 24-48 hours.

- C. Support hours are M-F 8-5pm C.S.T. with the ability to customize support for individual needs of clients.
- D. ASC support is located out of Milwaukee, Wisconsin.

2.8 Maintenance

- A. ASC has several partners who are qualified to provide Preventative Maintenance contracts on a yearly basis.
- B. ASC recommends replacing the communications batteries every two years and the main batteries every 3-4 years.

2.9 Software Systems

- A. ASC's NEXGen platform can be accessed from a multitude of devices.
- B. Google Chrome or Firefox is recommended.
- C. NEXGen runs off of an Ubuntu platform.
- D. ASC will provide a server configured with NEXGen or customer can run off of a VM if so desired.
- E. VPN options are available with authentication if that is an option the customer requests.
- F. Our NEXGen software can interface with NOAA alerts, IPAWS and any CAP compliant sensors like flood or wind sensors.
- G. NEXGen monitors and tracks with logs every activity performed. Reports are available to run at any time.
- H. NEXGen is dependent on the network and power supporting the network.

2.10 Administration

- A. ASC will coordinate with the end user to determine user management roles and levels.
- B. Each individual will have a user name and password identifying them in NEXGen.
- C. Reports can be run to determine actions taken in the software platform and are stored infinitely.
- D. NEXGen uses dual authentication and tracks every log in and action initiated in the software platform.

2.11 Security

CompuLert™ NEXGen provides security at varying layers to protect against external threats. Sensitive data for the application is secured to protect against inappropriate user input as well. All access to administration features is password protected and requires authentication. The passwords have been encrypted to further protect from malicious access.

All network connections use a secure SSL connection to prevent snooping or “Man-In-The-Middle” attacks. CompuLert™ NEXGen is also capable of working with entirely isolated network resources, with no dependence on cloud resources or internet access, aside from the optional NOAA feed.

CompuLert™ NEXGen protocol messages exchanged between the server and clients are encrypted at application level. The application uses the symmetric Advanced Encryption Standard (AES) for encrypting messages

ASC can provide AES 256 bit encrypted communication cards at each siren location as well as the central station controller.

2.12 Integration

ASC supports a wide variety of RF communications. VHF, UHF and P25 networks are all working options with our siren systems. Kenwood and Motorola radios make up the majority of our customers solutions. Our most typical installation is with a Kenwood TK7180 VHF radio system.

2.13 Customer Responsibilities

FCC licenses, any required permits, soil samples, power requirements to the pole and our rock clause is the responsibility of the end user.

2.14 References

Available upon request

2.15 Documentation

ASC will provide 3 phases of training which will ensure users are well educated and comfortable with activation and monitoring controls.

NEXGen Software

CSC-960

General Siren Operation

Following system testing and commissioning we will conduct User training on the utilization of all features of the new system as well as basic system troubleshooting. Operational training for the Users including system and maintenance training will be provided to the nominated Operators/Maintainers personnel.

At the completion of the system training we will participate in a final project walk through and complete system test prior to close out.

ASC also provides online refresher training at no additional charge.

We have included the NEXGen training and quick reference guides for review.

2.16 Value Add

Please refer to Section Ten for Value Adds.



ASC Value Adds

ASC provides sound propagation maps for coverage that take into account ambient noise, elevation, foliage, etc. at no charge to its potential/existing customers.

MFG PART NUMBER	MODEL Name	DESCRIPTION	Current Price List	OMES Price after 10% Discount
TEMPEST DC Mechanical Sirens				
041-0195	T-112-DC	Omni Directional Siren 112db 48v DC Siren	\$ 4,450.00	\$ 4,005.00
041-0187	T-121-DC	Omni Directional Siren 121db 48v DC Siren	\$ 7,016.00	\$ 6,314.40
001-0278	KIT-Horn Upgrade	8 Acoustically Designed Horns to Upgrade T-112 to T-121	\$ 2,583.00	\$ 2,324.70
				\$ -
041-0186	T-128-DC	Rotating Siren 129.5dB 48v DC Siren	\$ 11,869.00	\$ 10,682.10
041-0230	T-135-DC	Rotating Siren 133.5dB 72v DC Siren	\$ 22,800.00	\$ 20,520.00
				\$ -
006-0054	HTR-T1	Siren Head Heater Kit TEMPEST T-128 and T-135 SIREN	\$ 461.00	\$ 414.90
006-0055	HTR-T2	T112 & T-121 Siren Head Heater Kit T-112 & T-121 SIREN	\$ 358.00	\$ 322.20
083-0587-1	SENSOR- Rotation	Rotate Sensor, Tempest-Series T-128, T-135 SIREN	\$ 214.00	\$ 192.60
080-0151	SENSOR - Current	Current Sensor, Tempest-Series	\$ 195.00	\$ 175.50
042-0582-S	RM-3	Flat 4x4x4 Roof Mount - Tempest 135,128 & 121 & 112, and all E-Class	\$ 683.00	\$ 614.70
006-0049	PM-4	Pole Mount - Tempest 135 128 & 121 & 112, and all E-Class	\$ 370.00	\$ 333.00
042-0692	RM-5	Flat Roof Mount - IForce, Tempest-135	\$ 2,093.00	\$ 1,883.70
006-0049-I	PM-6	Pole Mount - IForce	\$ 407.00	\$ 366.30
042-0577-1	WM-7	10 ft. Wall Mount - Tempest 128 & 121 & 112, EClass	\$ 1,090.00	\$ 981.00
042-0681-2	WM-8	10 ft. Wall Mount - IForce	\$ 1,090.00	\$ 981.00
AC\DC Motor Controls				\$ -
083-0644	T-48-MC-DC	48V DC Motor Control 112 / 121 / 128 - UL Listed NEMA 4X Aluminum Powder Coated Gray	\$ 3,975.00	\$ 3,577.50
083-0656-1	T-240-MC-AC	AC Motor Control 112 / 121 / 128 -UL Listed w/Transf. NEMA 4X Aluminum Powder Coated Gray	\$ 3,483.00	\$ 3,134.70
	TEMPEST™ AC/DC	AC/DC Motor Control 112 / 121 / 128 - UL Listed NEMA 4X Aluminum Powder Coated Gray	\$ 7,457.00	\$ 6,711.30
083-0620-1	T-240-MC-AC-DB	AC Motor Control 112/121/128 - UL Listed Deep Box (Used for Internal Mounted RTU) NEMA 4X Aluminum Powder Coated Gray	\$ 3,767.00	\$ 3,390.30
	24x24x12 SS	Upgrade to Stainless Steel Control enclosure Deep AC		\$ -
083-0642-1	T-135-MC-DC	72V DC Motor Control T-135 - UL Listed NEMA 4X Enclosure	\$ 7,600.00	\$ 6,840.00
083-0655-1	T-135-MC-AC	208/240/460V AC Motor Control T-135 -UL Listed w/Transf. NEMA 4X Enclosure	\$ 6,048.00	\$ 5,443.20
083-0642-1 083-0655-1	T-135-MC-AC\DC	AC/DC Motor Control Combination T-135 - UL Listed NEMA 4X	\$ 13,648.00	\$ 12,283.20
E-CLASS				\$ -

041-0233 093-1099 083-0567-3	E-Class-1	E-Class (1) Horn 400Watt Speaker with 24VDC Inc. 400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 7,087.00	\$ 6,378.30
041-0223 093-1099 083-0568-3	E-Class-2	E-Class (2) Horn 400Watt Speaker with 24VDC Inc. 400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 8,612.00	\$ 7,750.80
041-0224 093-1099 083-0569-3	E-Class-3	E-Class (3) Horn 400Watt Speaker with 24VDC Inc. 400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 10,363.00	\$ 9,326.70
041-0225 093-1099 083-0570-3	E-Class-4	E-Class (4) Horn 400Watt Speaker with 24VDC Inc. 400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 12,061.00	\$ 10,854.90
041-0226 093-1090 083-0572-3	E-Class-5	E-Class (5) Horn 400Watt Speaker with 24VDC Inc. 400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 15,250.00	\$ 13,725.00
041-0227 093-1090 083-0573-3	E-Class-6	E-Class (6) Horn 400Watt Speaker with 24VDC Inc. 400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 16,665.00	\$ 14,998.50
041-0228 093-1090 083-0574-3	E-Class-7	E-Class (7) Horn 400Watt Speaker with 24VDC Inc. 400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 18,106.00	\$ 16,295.40
041-0229 093-1090 083-0575-3	E-Class-8	E-Class (8) Horn 400Watt Speaker with 24VDC Inc. 400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 19,521.00	\$ 17,568.90
	Trailer	Trailer, Less Siren	\$ 80,000.00	\$ 72,000.00
066-0052	E-Class-SS-1	Upgrade to Stainless Steel Electronic Control enclosure option E-Class-1 thru E-Class-4	\$ 2,572.00	\$ 2,314.80
066-0047	E-Class-SS-2	Upgrade to Stainless Steel Electronic Control enclosure option E-Class-5 thru E-Class-8	\$ 3,327.00	\$ 2,994.30
				\$ -
				\$ -
041-0218-2 093-1168-1 083-0568-3	i-FORCE-Sti-800	i-FORCE (1) Stack Omni or 2 direction config. Horn 800Watt Speaker with 24VDC Inc. 800 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 13,109.00	\$ 11,798.10
041-0219-2 093-1168-1 083-0570-3	i-FORCE-Sti-1600	i-FORCE (2) Stack Omni or 2 direction config. Horn 1600Watt Speaker with 24VDC Inc. 1600 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 18,523.00	\$ 16,670.70

041-0220-3 093-1168 083-0573-3	i-FORCE-Sti-2400	i-FORCE (3) Stack Omni or 2 direction config. Horn 2400Watt Speaker with 24VDC Inc. 2400 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 25,098.00	\$ 22,588.20
041-0221-3 093-1168 083-0575-3	i-FORCE-Sti-3200	i-FORCE (4) Stack Omni or 2 direction config. Horn 800Watt Speaker with 24VDC Inc. 800 Watt Control NEMA 4X Aluminum Painted, & 50 ft. cable	\$ 30,329.00	\$ 27,296.10
066-0052	i-FORCE-SS-1	Upgrade to Stainless Steel Electronic Control enclosure option i-FORCE-Sti-800 & Sti-1600	\$ 2,572.00	\$ 2,314.80
066-0047	i-FORCE-SS-2	Upgrade to Stainless Steel Electronic Control enclosure option i-FORCE-Sti-2400 & Sti-3200	\$ 3,327.00	\$ 2,994.30
				\$ -
083-0576-1	ISC-1-A	Electronic Control 24VDC, 400 W, 120V, 1 Ph Aluminum Enclosures	\$ 5,549.00	\$ 4,994.10
083-0577-1	ISC-2-A	Electronic Control 24VDC, 800 W, 120V, 1 Ph Aluminum Enclosures	\$ 6,194.00	\$ 5,574.60
083-0578-1	ISC-3-A	Electronic Control 24VDC, 1200 W, 120V, 1 Ph Aluminum Enclosures	\$ 6,845.00	\$ 6,160.50
083-0579-1	ISC-4-A	Electronic Control 24VDC, 1600 W, 120V, 1 Ph Aluminum Enclosures	\$ 7,496.00	\$ 6,746.40
083-0580-1	ISC-5-A	Electronic Control 24VDC, 2000 W, 120V, 1 Ph Aluminum Enclosures	\$ 8,999.00	\$ 8,099.10
083-0581-1	ISC-6-A	Electronic Control 24VDC, 2400 W, 120V, 1 Ph Aluminum Enclosures	\$ 9,650.00	\$ 8,685.00
083-0582-1	ISC-7-A	Electronic Control 24VDC, 2800 W, 120V, 1 Ph Aluminum Enclosures	\$ 10,300.00	\$ 9,270.00
083-0583-1	ISC-8-A	Electronic Control 24VDC, 3200 W, 120V, 1 Ph Aluminum Enclosures	\$ 10,925.00	\$ 9,832.50
066-0052	ISC-SS-1	Upgrade to Stainless Steel Electronic Control	\$ 2,572.00	\$ 2,314.80
066-0047	ISC-SS-2	Upgrade to Stainless Steel Electronic Control	\$ 3,327.00	\$ 2,994.30
				\$ -
091-0029	EXPL-60-T	60 Watt speaker (Explosion proof) Class	\$ 988.00	\$ 889.20
091-0044	EXPL-30-T	30 Watt speaker (Explosion proof) Class	\$ 1,021.00	\$ 918.90
091-0030	WASI-100	100 Watt Indoor Warning Speaker Horn	\$ 547.00	\$ 492.30
091-0031	WASO-100	100 Watt Outdoor Warning Speaker Horn	\$ 649.00	\$ 584.10
091-0019	WASI-15-T	15 Watt Indoor Warning Speaker Horn	\$ 238.00	\$ 214.20
091-0027	WASI-30-T	30 Watt Indoor Warning Speaker Horn	\$ 307.00	\$ 276.30
091-0035	WASI-60-T	60 Watt Indoor Warning Speaker Horn	\$ 507.00	\$ 456.30
091-0032	RCM-15T	15 Watt Indoor Warning Speaker (Ceiling Mount w/ grill)	\$ 295.00	\$ 265.50
083-0719	Amplifier	Indoor Amplifier Assembly with Battery Back-up	\$ 5,150.00	\$ 4,635.00
Strobe Lights				\$ -
	R120VACD2	RED 120V AC	\$ 540.00	\$ 486.00
	A-120VACD2	AMBER 120V AC	\$ 540.00	\$ 486.00
	R-VDC	RED 12/24V DC	\$ 540.00	\$ 486.00
	A-VDC	AMBER 12/24V DC	\$ 540.00	\$ 486.00

LED Indoor Text Signs				\$ -
	ASC-220c-KIt	LED Indoor Text Message Board. Tri-Color displayand stores up to 80 messages. W/ Ethernet Adapter II to connect to existing LANS network		\$ -
	ASC-300-Kit	LED Indoor Text Message Board. 8-Color displayand stores up to 80 messages. W/ Ethernet Adapter II to connect to existing LANS network		\$ -
				\$ -
086-0047	BATT-AGM Sealed	Optima Yellow Top, Maintenance and Hazardous Free Battery	\$ 680.00	\$ 612.00
086-0040	BATT-1E	Battery, 12V, Group 24 - Set of (2) for E-Class, i-Force and AL 24Vdc Voice Controls For Voice controls upto 1600 watts	\$ 396.00	\$ 356.40
086-0044	BATT-2E	Battery, 12V, Group 29 Set of (2) for E-Class, i-Force and AL 24Vdc Voice Controls ALL Control Wattages	\$ 488.00	\$ 439.20
086-0040	BATT-1M	Battery, 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC Controls for T-112, T-121, T-128	\$ 396.00	\$ 356.40
086-0044	BATT-2M	Battery, 12V, Group 29 Set of (4) for TEMPEST™ 48Vdc DC Controls for T-112, T-121, T-128	\$ 977.00	\$ 879.30
086-0044	BATT-3M	Battery, 12V, Group 29 Set of (6) for TEMPEST™ 72Vdc T-135 DC Controls	\$ 1,465.00	\$ 1,318.50
006-0060	BATT-HTR-1	Kit, Battery Heater, EC-1 - EC-4 Electronic Voice Sirens (1 blanket per 2 batteries) Set of One	\$ 110.00	\$ 99.00
006-0060-1		Kit, Battery Heater, EC-5 - EC-8 Electronic Voice Sirens (1 blanket per 2 batteries) Set of One	\$ 140.00	\$ 126.00
006-0061	BATT-HTR-2	Kit, Battery, Heater, TEMPEST™ T-112/121/128 DC Control (1 blanket per 2 batteries) Set of Two	\$ 210.00	\$ 189.00
006-0070	BATT-HTR-3	Kit, Battery, Heater, TEMPEST™ T-135 DC Control (1 blanket per 2 batteries) Set of Three	\$ 314.00	\$ 282.60
				\$ -
083-0603	SOLAR-2	Solar Array Panels and mounting braket EC-1 - EC-4 E-Class,or i-FORCE units	\$ 1,363.00	\$ 1,226.70
083-0631	SOLAR-3	Solar Array Panels and mounting braket EC-5 - EC-8 E-Class,or i-FORCE units	\$ 1,935.00	\$ 1,741.50
083-0601	SOLAR-4	Solar Array (4) Panels and mounting braket for TEMPEST	\$ 2,776.00	\$ 2,498.40
083-06xx	SOLAR-5	Solar Array (4) Panels and mounting braket for TEMPEST	\$ 3,965.00	\$ 3,568.50
				\$ -
050-0063	2SF1	Transformer 220/120 Electronic Control Stepdown	\$ 280.00	\$ 252.00
Command an Control CompuLert™				\$ -
083-0477-1	CSC-960-FSK	Central Station Controller-960, FSK Format includes 10 programable push buttons	\$ 5,500.00	\$ 4,950.00
083-0493	CSC-960-DTMF	CSC-960, DTMF	\$ 4,000.00	\$ 3,600.00
083-0477-P	CSC-960-FSK-P	Central Station Controller-960, FSK Format Portable in Aluminum Case w/Lock	\$ 6,500.00	\$ 5,850.00
095-0037	960-Microphone	Microphone for Central Station Controller-960	\$ 124.00	\$ 111.60
095-0084	960- Remote Microphone	Microphone for Central Station Controller-960	\$ 495.00	\$ 445.50
080-0155	Translator Card	DTMF Translator Card for CSC-960-FSK	\$ 199.00	\$ 179.10
095-0040	External Activation	External Activation for CSC-960		\$ -

095-0094	Serial Protocol	Kit Universal Serial Protocol		\$ -
				\$ -
				\$ -
083-0531	UPS-PBU	UPS Power Back up unit 500Watt	\$ 194.00	\$ 174.60
LEGACY COMPULERT™ RTU Remote Terminal Units				\$ -
083-0565	RTU--DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	\$ 1,900.00	\$ 1,710.00
083-0565-1	RTU--ELE Door Mt	INCLUDED in all E-Class, and i-FORCE electronic Controls	\$ 2,275.00	\$ 2,047.50
083-0623	RTU--AC Door Mt.	RTU, Universal Controller, Panel Mount AC Tempest-MC's	\$ 2,122.00	\$ 1,909.80
083-0564	RTU--AC-M	Remote Terminal Unit. Stand Alone for Mechanical sirens (fiberglass enclosure)	\$ 3,227.00	\$ 2,904.30
083-0564-5	RTU--AC-E	Remote Terminal Unit. Stand Alone Interface to electronic siren controls (fiberglass enclosure)	\$ 2,700.00	\$ 2,430.00
080-0198	RTU-FS-2001	Interface board for Replacemment of Federal Universal controller w/ ASC RTU	\$ 1,100.00	\$ 990.00
NEXGen HARDWARE				\$ -
083-0746	NEXGen RTU--DC Door Mt.	NEXGen RTU, Universal Controller, Panel Mount DC Tempest-MC's	\$ 3,801.00	\$ 3,420.90
083-0733	NEXGen RTU--ELE Door Mt	INCLUDED in all E-Class, and i-FORCE electronic Controls		\$ -
083-0623	NEXGen RTU--AC Door Mt.	RTU, Universal Controller, Panel Mount AC Tempest-MC's	\$ 2,122.00	\$ 1,909.80
083-0564	NEXGen RTU--AC-M	Remote Terminal Unit. Stand Alone for Mechanical sirens (fiberglass enclosure)	\$ 3,227.00	\$ 2,904.30
083-0564-5	NEXGen RTU--AC-E	Remote Terminal Unit. Stand Alone Interface to electronic siren controls (fiberglass enclosure)	\$ 2,700.00	\$ 2,430.00
080-0198	NEXGen RTU-FS-2001	Interface board for Replacemment of Federal Universal controller w/ ASC RTU	\$ 1,100.00	\$ 990.00
FORMAT CARDS				\$ -
095-0016	KIT-FSK-32-AC	FSK Format Card, for AC Mechanical Sirens	\$ 218.00	\$ 196.20
095-0018	KIT-FSK-32-AC-E	FSK Format Card, for DC Electronic Sirens	\$ 218.00	\$ 196.20
095-0017	KIT-FSK-32-DC	FSK, Format Card, for DC Mechanical Sirens	\$ 218.00	\$ 196.20
095-0014	KIT-DTMF	DTMF, Format Card	\$ 205.00	\$ 184.50
080-0224	KIT-ECC Card	ECC Card FSK, DTMF, TTS, Encryption AES 128 Bit	\$ 500.00	\$ 450.00
080-0151		Current Sensor	\$ 195.00	\$ 175.50
080-0151		RetrofitCurrent Sensor	\$ 195.00	\$ 175.50
080-0155	Translator Card	DTMF Translator Card for CSC-960-FSK	\$ 199.00	\$ 179.10
095-0015	KIT-TTS	Two Tone Sequential, Format Card	\$ 315.00	\$ 283.50
095-0078	KIT-ISI	KIT ISI with Relays	\$ 479.00	\$ 431.10
095-0074	KIT-ANALOG	KIT Analog Card	\$ 105.00	\$ 94.50
RTU Accessory Kits				\$ -
095-0024	KIT-ARR-2	Lightning Arrestor, BA Feed, VHF, PL-259	\$ 173.00	\$ 155.70
095-0021	KIT-Ext. Act. Mech	External Activation - For Use W/RTU	\$ 144.00	\$ 129.60
095-0054	KIT-Ext. Act. Mech	External Activation - For Use W/O RTU	\$ 138.00	\$ 124.20

095-0020	KIT-Ext. Act. Elect.	External Activation - Electronic Only	\$ 125.00	\$ 112.50
095-0019	MSG	Message Board, Electronic	\$ 573.00	\$ 515.70
	F-MSG	Reprogramming of an installed message card		\$ -
095-0012	TR-1	Kit, Dedicated Phonenumber Relay	\$ 54.00	\$ 48.60
095-0013	LLIC-1	DTMF dial in modem card for landline (Mechanical)	\$ 645.00	\$ 580.50
095-0025	LLIC-2	DTMF dial in modem card for landline (Electronic)	\$ 645.00	\$ 580.50
083-0588	LLCT-10	Landline Card Tray - up to 10 (Price is with no cards)	\$ 930.00	\$ 837.00
		Local Activation Push Buttons and Programmable Timers		\$ -
083-0627-1	PT-1	Programmable Timer, 365 day 24Hour, 120VAC	\$ 634.00	\$ 570.60
083-0585	PBS-3	Push Button Station 3 Position. Two signals and Cancel - When used with RTU	\$ 203.00	\$ 182.70
083-0585-1	PBS-4	Push Button Station. Three signals and cancel - When used w/ RTU	\$ 227.00	\$ 204.30
Wireless Communications RADIOS				\$ -
061-0133	RK-V	TK7180K-30 Watt Kenwood Radio VHF 150-170Mhz	\$ 1,017.00	\$ 915.30
061-0137	RK-U	TK8180K-30 Watt Kenwood Radio UHF 450-470 MHz	\$ 925.00	\$ 832.50
061-0133-1	RK-V50W	TK7180HK- 50 Watt Kenwood VHF Radio	\$ 1,255.00	\$ 1,129.50
061-0137-1	RK-U45W	TK8180HK- 45 Watt Kenwood UHF Radio	\$ 1,288.00	\$ 1,159.20
061-0123	KHH-VHF	Kenwood Hand-held radio VHF 150-170 Mhz	\$ 1,057.00	\$ 951.30
061-0131	KHH-UHF	Kenwood Hand-held radio UHF 450-470 Mhz	\$ 1,078.00	\$ 970.20
095-0046-2	KIT-KCT-19	Kenwood 'Radio Interface, UHF/VHF MHz	\$ 75.00	\$ 67.50
061-0124	MR-400-V	PM400- 25 Watt Motorola VHF Radio	\$ 1,153.00	\$ 1,037.70
061-0125	MR-400-U	PM400- 25 Watt Motorola UHF Radio	\$ 1,234.00	\$ 1,110.60
061-0124-1	MR-V45W	PM400H25- 45 Watt Motorola VHF Radio	\$ 1,234.00	\$ 1,110.60
061-0125-1	MR-U40W	PM400H25- 40 Watt Motorola UHF Radio	\$ 1,235.00	\$ 1,111.50
	MHH-VHF	Motorola Hand-held radio VHF 150-170 Mhz		\$ -
	MHH-UHF	Motorola Hand-held radio UHF 450-470 Mhz		\$ -
095-0027	KIT-RRM	Motorola 'Radio Interface, VHF & UHF (All)	\$ 75.00	\$ 67.50
083-0661	NET 485	Serial to Ethernet Adapter		\$ -
				\$ -
Antenna Kits				\$ -
095-0024	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	\$ 173.00	\$ 155.70
	NOTE	KIT-ARR-2 is include in RTU-2000-AC not Door Mounted DC		\$ -
095-0024-2		Lightning Arrestor, VHF, PL-259 With 90 Deg For Electronic, AC Only, T135 Controls	\$ 210.00	\$ 189.00
006-0024	KIT-OMNI-ANT-5	Antenna, UHF, 35' coax Omni-Directional	\$ 332.00	\$ 298.80
006-0043	KIT-YAGI-ANT-6	Antenna, UHF, 35' coax -Directional	\$ 317.00	\$ 285.30

006-0011	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	\$ 275.00	\$ 247.50
006-0002	KIT-YAGI-ANT-8	Antenna, VHF, 35' coax Directional	\$ 356.00	\$ 320.40
006-0046	KIT-OMNI-800	Antenna, 800Mhz, 35' coax	\$ 450.00	\$ 405.00
075-0027	RG-8	Antenna Coax Price per Extra Foot up 200'	\$ 1.81	\$ 1.63
093-0069-4	RG-8	Antenna Coax 100' Cable with PL-259 Connectors		\$ -



2017 SERVICE DEPARTMENT RATES

(EFFECTIVE: January 2017)

DESCRIPTION	NON-WARRANTY	WARRANTY	STARTUP/COMMISIONING
In House Labor Rates (Standard)	\$125/Hr, 8 Hr Max/Day	No Charge, First Two Years	
	ASC Part # 015-0581	ASC Part # 015-0582	
In House Labor Rates (Premium)	\$172.50/Hr, Approved Overtime, 2Hr Min.	\$57.50/Hr, Approved Overtime, 2 Hr Min.	
	ASC Part # 015-0581	ASC Part # 015-0582	
On-Site Labor Rates (Standard)	\$125/Hr, 8 Hr Max/Day	\$125/Hr, 8 Hr Max/Day	\$125/Hr, 8 Hr Max/Day
	ASC Part # 015-0001	ASC Part # 015-0580	ASC Part # 015-0178
On-Site Labor Rates (Premium)	\$172.50/Hr, Approved Overtime, 2Hr Min.	\$172.50/Hr, Approved Overtime, 2Hr Min.	\$172.50/Hr, Approved Overtime, 2Hr Min.
	ASC Part # 015-0001	ASC Part # 015-0580	ASC Part # 015-0178
Travel Labor Rates	\$80/Hr, 8 Hr Max One Way	\$80/Hr, 8 Hr Max One Way	\$80/Hr, 8 Hr Max One Way
	ASC Part # 015-0575	ASC Part # 015-0213	ASC Part # 015-0046
Expenses	Airfare	Cost plus 15% Round-trip (Call in advance for rates)	ASC Part # 015-0213
	Hotel	Cost plus 15% Per Night (Call in advance for rates)	ASC Part # 015-0213
	Per Diem-Food and Expense	\$40/Day	ASC Part # 015-0213
	Equipment Rental (Vehicles, Buckets, Cranes, & Lifts, etc.)	Cost Plus 15%	ASC Part # 015-0213
Replacement Parts/Material	Electromechanical Siren Head Equipment: Motor, Housing, Frame, Gear or Drive Assemblies		Warranty- No Charge/ 5 Years
Replacement Parts/Material	All other Mechanical and Electrical/Electronic Control Equipment (Except Batteries)		Warranty- No Charge/ 2 Years
Replacement Parts/Material	Batteries and Radios: Pass through warranty		
Replacement Parts/Material	All Stock Items		List Price – 15%
Replacement Parts/Material	Non-Stock Items		Cost Plus 25%
Minimum Service Charge (Parts and Labor)	\$70.00 per service order - Diagnostic check out, no repairs required		
	\$140.00 per service order – Diagnostic checkout, repairs required.		
	\$70.00 per parts order		
Engineering Time	\$175/Hr		ASC Part # 015-0126

Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AMERICAN SIGNAL CORPORATION
RESULTING FROM STATEWIDE CONTRACT NO. 404

The sample Quote is hereby amended as set forth below and supersedes all prior documents submitted by American Signal Corporation ("ASC") or discussed by the parties. The parties agree to use this Quote or a document substantially similar in the form of this Quote. The line items and prices are only samples for purposes of providing this template. All pricing will be in accordance with the pricing proposal provided by ASC and line items will be chosen by each customer.



8600 W. Bradley Road, Milwaukee, WI 53224

Tel: (800) 243-2911
Tel: +1 414 358-8000
Fax: +1 414 358-8008
Web: www.americansignal.com

Sales Person:
Quote #:
Date:

Project:
Company:
Address:
City, State, ZIP:
Country:
Contact Name:
Title:
E-Mail:
Telephone:
Mobile:
Other:

Item	Qty.	Model	American Signal Equipment	Unit	Extended Price
T-128 AC/DC					
1	1	T-128-DC	Rotating Siren 129.5dB 48v DC Siren	\$ 11,869.00	\$ 11,869.00
2	1	TEMPEST™ AC/DC	AC/DC Motor Control 128 - UL Listed NEMA 4X Aluminum Powder Coated Gray	\$ 7,457.00	\$ 7,457.00
3	1	RTU--DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	\$ 1,900.00	\$ 1,900.00
4	1	SENSOR - Current	Current Sensor, Tempest-Series	\$ 100.00	\$ 100.00
5	1	KIT-FSK-32-DC	FSK, Format Card, for DC Mechanical Sirens	\$ 218.00	\$ 218.00
6	1	RK-V	TK7180K-30 Watt Kenwood Radio VHF 150-170Mhz	\$ 1,017.00	\$ 1,017.00
7	1	KIT-KCT-19	Kenwood 'Radio Interface, UHF/VHF MHz	\$ 75.00	\$ 75.00
8	1	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	\$ 274.94	\$ 274.94
9	1	KIT-ARR-2	Lightning Arrestor, PL-259	\$ 174.00	\$ 174.00
10	1	BATT-1 M	Battery, 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC Controls for T-128	\$ 791.00	\$ 791.00
11	1	PM-4	Pole Mount - Tempest T-128	\$ 370.00	\$ 370.00
12					
Command And Control Software & Hardware					
14	1	CSC-960-FSK	Central Station Controller-960, FSK Format includes 10 programmable push buttons	\$ 5,500.00	\$ 5,500.00
15	1	RK-V	TK7180K-30 Watt Kenwood Radio VHF 150-170Mhz	\$ 1,017.00	\$ 1,017.00
16	1	KIT-KCT-19	Kenwood 'Radio Interface, UHF/VHF MHz	\$ 75.00	\$ 75.00
17	1	KIT-ARR-2	Lightning Arrestor, PL-259	\$ 173.34	\$ 173.34
18	1	KIT-OMNI-ANT-100-V	Antenna, VHF, 100' coax Omni-Directional	\$ 381.36	\$ 381.36
19	1	NEXGen	CompuLert™ NEXGen Command and Control Server software with Google Chrome client. Requires Ubuntu LTS Server operating system, and Google Chrome for the Client	\$ 10,000.00	\$ 10,000.00
20	1	Server	Tower Server-Includes RAID 1 data mirroring, 8Gb RAM, 21" Monitor, Keyboard, Mouse. Preloaded with Ubuntu LTS and supporting environment for CompuLert™ NEXGen.	\$ 5,000.00	\$ 5,000.00
21					
Installation					
23	1	Install	Provide 55' Class II Wood Pole. Assemble Components on Pole. Auger and Set Assembly. Underground Utility provided by Others.	\$ 9,500.00	\$ 9,500.00
24		Electrical requirements	AC/DC Siren requires 208VAC/240VAC 60 AMP, single phase service. DC Sirens require 120 VAC, 20 AMP, single phase service (does not include electric meter, base or socket). American Signal is not responsible for providing or paying for electric service, or electrical permits or inspections.		
25	1	Install	Installation of control point and NEXGEN software (if applicable)	\$ 1,000.00	\$ 1,000.00
26					
Other					
27	1	Bid Type	Customs	\$ -	\$ -
28	1	Bid Type	Bond	\$ -	\$ -
29					
Auger Clause					
30		Auger Clause	Pole Installation includes up to three hours of augering utilizing standard and rock auger bits. If during the three hour time period we are unable to achieve the depth required due to unforeseen circumstances such as rock, concrete, or any other underground impediment work will only continue when a written change order is received and accepted by ASC.		
30					
System Commissioning					
31	1	Commissioning	ASC Certified Installer to Perform Start Up and Commissioning of System. Price is per Siren Site. Includes Final Inspection, Final Connections of Batteries, Testing Communications, Testing Siren at Site and remotely (if possible) (includes low reach bucket truck rental)	\$ 300.00	\$ 300.00
33					
Shipping					
34			EXW:8600 W. Bradley Road, Milwaukee Wisconsin 53224		\$ -
35			OMES Discount Only Applies to Equipment Does Not Apply to Installation & Commissioning	10.00%	\$ (4,639.26)
36			Standard ASC Warranty Applies to Order		\$ 52,553.37
37			Taxes - Not Included		
38			Project Totals - US Funds		\$ 52,553.37
				25% Due with order =	\$ 13,138.34

Validity: This quotation is valid for 30 days from date of issuance.

Shipping Terms: EXW Factory, 8600 W. Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoterms® 2010.

Installation services: If installation services are provided in contract, all change orders will be authorized in writing before work is performed outside of the scope of the contract. If during installation of a system we encounter rock that cannot be removed by standard drill and pier methods, all work will stop and the customer will be notified of the situation before work resumes. Special equipment required to penetrate the rock or other site conditions as well as relocation of the site/pole will continue on a cost plus basis once authorized in writing by the customer.



**Attachment E-2 to
STATE OF OKLAHOMA CONTRACT WITH AMERICAN SIGNAL CORPORATION
RESULTING FROM STATEWIDE CONTRACT NO. 404.**

The parties agree to use this **Programming Form** or a document substantially similar in the form and substance of this **Programming Form**.

ASC SIREN PROGRAMMING FORM:

The Universal Remote Terminal Unit allows for local activation of the siren equipment from a push button control panel. There are six (6) buttons available that can correspond to the standard siren signals. These buttons are optional and could all be used or left blank. In the table on page 2, the TORNADO label activates an ALERT (Steady Tone Signal) for 3 minutes. In the table, update both the button label and the signal tone to be used.

STANDARD ELECTRONIC SIGNALS

- AIR-HORN - Alternating Tone, 740 Hz (2 sec. on) / (2 sec. off), 3 minutes
- ALERT - Steady Tone, 670 Hz, 3 minutes
- ATTACK - Wailing Tone, 740 Hz (6 sec.) / 570 Hz (6 sec.), 3 minutes
- CANCEL – Stops siren from producing sound
- CHIME - Alternating Tone, 533 Hz tone bursts at 2 sec. intervals, 6 cycles
- FIRE - Wailing Tone, 740 Hz (16 sec.) / 500 Hz (8 sec.), 1 1/2 minutes
- HAZARD - Alternating Tone, 500 Hz ramping to 850 Hz in 1 sec., 3 minutes
- HI/LO - Alternating Tone, 740 Hz (0.75 sec.) / 570 Hz (0.75 sec.), 3 minutes
- P.A. - Public address, activates with Microphone
- SCREAM - Wailing Tone, 500 Hz (0.8 sec.) / 850 Hz (0.2 sec.), 3 minutes
- TEST (Silent) - 12.5 KHz Tone, used to test amplifiers
- WAIL - Wailing Tone, 850 Hz (0.8 sec.) / 500 Hz (0.2 sec.), 3 minutes

STANDARD MECHANICAL SIGNALS

- ALERT - Steady Tone, 3 minutes
- ATTACK - Wailing Tone, 6 sec. Hi / 6 sec. Low, 3 minutes
- FIRE - Wailing Tone, 16 sec. Hi / 8 sec. Low, 4 Cycles
- TEST (Growl) - Short Burst, 2 sec., used for tests of siren only
- CANCEL – Stops siren from producing sound

COMPLETE THE TABLE ON PAGE 2 FOR SIREN SIGNALS BASED ON SIREN TYPE

TYPED SIGNATURE:		DATE:	
A.S.C. ORDER NUMBER:		CUSTOMER:	

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

NOTE 1 All RTU's have a ROTATE button that can be used to either control an optional strobe light on an electronic siren or a rotational motor on an mechanical siren.

CHOOSE SIREN TYPE AND DETERMINE BUTTONS

NOTE 2 There are six buttons available that can correspond to one of the standard signals – update the table below with the desired signals. It is not required to use all of the buttons.

☐ Electronic Siren

RTU BUTTON LABELS (EXAMPLE: TORNADO)		SIREN TONE:
BUTTON 6	Tornado	Alert
BUTTON 5	Attack	Attack
BUTTON 4	Hi-Lo	Hi-Lo
BUTTON 3	Air Horn	Air Horn
BUTTON 2	Fire	Fire
BUTTON 1	Test	Silent Test
CANCEL	Cancel	Cancels All

☐ Mechanical Siren

RTU BUTTON LABELS (EXAMPLE: TORNADO)		SIREN TONE:
BUTTON 6	Tornado	Alert
BUTTON 5	Attack	Attack
BUTTON 4	Fire	Fire
BUTTON 3		
BUTTON 2		
BUTTON 1	Test	Growl Test
CANCEL	Cancel	Cancels All

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

Form:
101-0052
Rev B



8600 W. Bradley Road, Milwaukee, WI. 53224

(800) 243-2911 (414) 358-8000

FAX: (414) 358-8008

Website: www.americansignal.com

Page 3

NOTE 3 Custom tones are available for an additional fee upon request.

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☒ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

COMMUNICATION TYPE INFORMATION

Any RTU can have a primary and secondary means for communication transport and data format. In the questions below, indicate which of the four options are is the primary and the secondary. Customers that only use one format, should only select one option under primary communications.

NOTE 4 ONLY ONE SELECTION IS ALLOWED PER QUESTION.

WHAT **PRIMARY** COMMUNICATIONS FORMAT CARD AND TRANSPORT SYSTEM WILL BE USED?

- ☒ FSK – two way via Radio Analog mode
- ☐ FSK – two way via Landline (direct pair of wires not phone based)
- ☐ DTMF – one-way via Radio Analog mode
- ☐ DTMF – one way via Telephone (standard dial-tone telephone service)
- ☐ TTS – one-way via Radio Analog mode
- ☐ IP – Ethernet only

WHAT **SECONDARY** COMMUNICATIONS FORMAT CARD AND TRANSPORT WILL BE USED? (OPTIONAL)

NOTE 5 The secondary communication format and transport method cannot be the same as the primary.

- ☐ FSK – two way via Radio Analog mode
- ☐ FSK – two way via Landline (direct pair of wires not phone based)
- ☐ DTMF – one-way via Radio Analog mode
- ☐ DTMF – one way via Telephone (standard dial-tone telephone service)
- ☒ TTS – one-way via Radio Analog mode
- ☐ IP – Ethernet only

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☒ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

COMMUNICATIONS FORMAT CARD INFORMATION:

Based on the communication type selection(s) made on the previous page, locate and complete the **one or two** forms in this section for the communication types. Refer to the descriptions in the COMMUNICATIONS INFORMATION section to help determine which system is being used. Delete unused sections.

FSK – TWO WAY VIA RADIO ANALOG MODE

RADIO MAKE:	
RADIO MODEL:	
RTU TRANSMITTER FREQUENCY:	MHZ
RTU TRANSMITTER P/L TONE:	HZ
RTU RECEIVER FREQUENCY:	MHZ
RTU RECEIVER P/L TONE:	HZ
RTU RADIO RECEIVER BANDWIDTH:	<input type="checkbox"/> WIDE BAND (25 KHz) <input checked="" type="checkbox"/> NARROW BAND (12.5 KHz)
RADIO SQUELCH OUTPUT LEVEL:	5 VOLTS MUTED

(ASC ENGINEERING USE ONLY)	
FSK BOARD INFORMATION: FSK SOFTWARE VERSION #	FSK016
DAUGHTER CARD SQUELCH JUMPER SETTING:	<input type="checkbox"/> 0 Volts Muted Level <input checked="" type="checkbox"/> 5 Volts Muted Level

TYPED SIGNATURE:

DATE:

A.S.C. ORDER NUMBER:

CUSTOMER:

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

FSK – TWO WAY VIA RADIO ANALOG MODE - continued

There are twelve STANDARD ELECTRONIC TONES listed on the page 1, from that list determine which signals are most applicable to the siren environment. For the table below, the ASC Signal Tone matches the name from the STANDARD ELECTRONIC TONE list and the Signal Name refers to the customer's choice for the button name on the CSC and in NEXGen. Update the table below as needed.

SYSTEM SIGNALS	ASC SIGNAL TONE USED	SIGNAL NAME
SIGNAL 1	ALERT	TORNADO
SIGNAL 2	ATTACK	ATTACK
SIGNAL 3	FIRE	FLOOD WATCH
SIGNAL 4	CHIME	NOON WHISTLE
SIGNAL 5	MESSAGE 01	EVAC MESSAGE
SIGNAL 6	MESSAGE 02	TEST MESSAGE

NOTE 6 For mechanical sirens, Attack, Alert, Fire and the Growl Test are the only tones available.

NOTE 7 Custom pre-recorded messages are available for an additional cost. A written hard copy of the message should be included with this form if that option is chosen.

(Optional for additional cost) MESSAGE:

I HAVE REVIEWED THE COMMUNICATIONS DETAILS INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☒ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

FSK – TWO WAY VIA LANDLINE (DIRECT PAIR OF WIRES NOT PHONE BASED)

LANDLINE CARD TYPE:	
PART/MODEL NUMBER:	080-0101
LANDLINE CARD VERSION #:	
RTU RECEIVER FREQUENCY:	TELEPHONE
RADIO SQUELCH OUTPUT LEVEL:	5 VOLTS MUTED

There are twelve STANDARD ELECTRONIC TONES listed on page 1, from that list determine which signals are most applicable to the siren environment. The ASC Signal Tone matches the name from the STANDARD ELECTRONIC TONE list and the Signal Name refers to the customer's choice for the button name on the CSC and in NEXGen.

SYSTEM SIGNALS	ASC SIGNAL TONE USED	SIGNAL NAME
SIGNAL 1	ALERT	TORNADO
SIGNAL 2	ATTACK	ATTACK
SIGNAL 3	FIRE	FLOOD WATCH
SIGNAL 4	CHIME	NOON WHISTLE
SIGNAL 5	MESSAGE 01	EVAC MESSAGE
SIGNAL 6	MESSAGE 02	TEST MESSAGE

NOTE 8 For mechanical sirens, Attack, Alert, Fire and the Growl Test are the only tones available.

NOTE 9 Custom pre-recorded messages are available for an additional cost. A written hard copy of the message should be included with this form if that option is chosen.

(Optional for additional cost) MESSAGE:

I HAVE REVIEWED THE COMMUNICATIONS DETAILS INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☒ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE:

DATE:

A.S.C. ORDER NUMBER:

CUSTOMER:

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

DTMF – ONE-WAY VIA RADIO ANALOG MODE

RADIO MAKE:	
RADIO MODEL:	
RTU RECEIVER FREQUENCY:	MHZ
P/L TONE:	HZ
RTU RADIO RECEIVER BANDWIDTH:	<input type="checkbox"/> WIDE BAND (25 KHz) <input checked="" type="checkbox"/> NARROW BAND (12.5 KHz)
RADIO SQUELCH OUTPUT LEVEL:	5 VOLTS MUTED

There are twelve STANDARD ELECTRONIC TONES listed on the page 1, from that list determine which siren signals are most applicable to the siren environment. For the table below, the ASC Signal Tone matches the name from the STANDARD ELECTRONIC TONE list and the Signal Name refers to the customer's choice for the button name on the CSC and in NEXGen. Update the table below as needed.

DTMF SIREN ADDRESS TABLE: nnnn IS 1 TO 8 CHARACTERS USED FOR THE DTMF CONTROL STRING (ALPHA OR NUMERIC)			
Siren 1: (nnnn)(a)	Siren 2:	Siren 3:	Siren 4:
Siren 5:	Siren 6:	Siren 7:	Siren 8:
Siren 9:	Siren 10:	Siren 11:	Siren 12:

NOTE 10 # is a wildcard that can replace (n) or (n)s, and can be substituted for any digit in the siren address above for multiple siren activation. Example: Activate 1200, 1201, 1205, and 1207 using 120#.

TYPED SIGNATURE:

DATE:

A.S.C. ORDER NUMBER:

CUSTOMER:

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

DTMF – ONE-WAY VIA RADIO ANALOG MODE – continued

NOTE 11 The (a) variable is left blank in the DTMF Siren Address table; it correlates to an Activation Digit below. Each of the 16 activation digits below can only be used once, but siren signals can be repeated.

NOTE 12 The Siren Address is combined with the Activation Digit to create the DTMF Control String.

SIREN SIGNALS	ACTIVATION DIGIT (a)	SIREN SIGNALS	ACTIVATION DIGIT (a)
	0		8
FIRE	1		9
ATTACK	2	SILENT TEST	#
ALERT	3	CANCEL	*
PUBLIC ADDRESS	4		A
HORN	5		B
HI/LO	6	ATTACK	C
	7	ALERT - COUNTY	D

NOTE 13 A, B, C and D are only available where a radio is part of the DTMF system.

NOTE 14 There are eleven activation digits available that can correspond to one of the twelve standard tones.

NOTE 15 For mechanical sirens, Attack, Alert, Fire and the Growl Test are the only tones available.

I HAVE REVIEWED THE COMMUNICATIONS DETAILS INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☒ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

DTMF – ONE WAY VIA TELEPHONE (STANDARD DIAL-TONE TELEPHONE SERVICE)

LANDLINE CARD TYPE:	
PART/MODEL NUMBER:	080-0101
LANDLINE CARD VERSION #:	
RTU RECEIVER FREQUENCY:	TELEPHONE
RADIO SQUELCH OUTPUT LEVEL:	5 VOLTS MUTED

DTMF SIREN ADDRESS TABLE: nnnn IS 1 TO 8 CHARACTERS USED FOR THE DTMF CONTROL STRING (ALPHA OR NUMERIC)			
Siren 1: (nnnn)(a)	Siren 2:	Siren 3:	Siren 4:
Siren 5:	Siren 6:	Siren 7:	Siren 8:
Siren 9:	Siren 10:	Siren 11:	Siren 12:

NOTE 16 # is a wildcard that can replace (n) or (n)s, and can be substituted for any digit in the siren address above for multiple siren activation. Example: Activate 1200, 1201, 1205, and 1207 using 120#.

NOTE 17 The (a) variable is left blank in the DTMF Siren Address table; it correlates to an Activation Digit below. Each of the 16 activation digits below can only be used once, but siren signals can be repeated.

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

DTMF – ONE WAY VIA TELEPHONE (STANDARD DIAL-TTS) – continued

NOTE 18 The Siren Address is combined with the Activation Digit to create the DTMF Control String.

SIREN SIGNALS	ACTIVATION DIGIT (a)	SIREN SIGNALS	ACTIVATION DIGIT (a)
	0		8
FIRE	1		9
ATTACK	2	SILENT TEST	#
ALERT	3	CANCEL	*
PUBLIC ADDRESS	4		A
HORN	5		B
HI/LO	6	ATTACK	C
	7	ALERT - COUNTY	D

NOTE 19 A, B, C and D are only available where a radio is part of the DTMF system.

NOTE 20 There are eleven activation digits available that can correspond to one of the twelve standard tones.

NOTE 21 For mechanical sirens, Attack, Alert, Fire and the Growl Test are the only tones available.

I HAVE REVIEWED THE COMMUNICATIONS DETAILS INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☐ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

TTS – ONE-WAY VIA RADIO ANALOG MODE

RADIO MAKE:	
RADIO MODEL:	
RTU RECEIVER FREQUENCY:	MHZ
P/L TONE:	HZ
RTU RADIO RECEIVER BANDWIDTH:	<input type="checkbox"/> WIDE BAND (25 KHz) <input checked="" type="checkbox"/> NARROW BAND (12.5 KHz)

Fill in the table below with the signal label and tone, the frequency, and tone timing desired. Signal labels can be replaced with the desired signal names – only populate the lines that will be used for the siren system. With the two-tone system, a maximum of **seven** signals can be used for a single siren.

* Chip ID label is for ASC internal use only.

SIGNAL TIMING		A TONE TIME: __ SECS.	SPACE: 0 SECS.		B TONE TIME: __ SECS.
SIGNAL	SIGNAL LABEL	SIREN TONE	A TONE FREQUENCY	B TONE FREQUENCY	CHIP ID LABEL
SIGNAL 1	TORNADO	ALERT	584.8 HZ	855.5 HZ	AL=9
SIGNAL 2		ATTACK	HZ	HZ	AT=A
SIGNAL 3			HZ	HZ	
SIGNAL 4			HZ	HZ	
SIGNAL 5		FIRE	HZ	HZ	FI=C
SIGNAL 6		TEST	HZ	HZ	GR=3
SIGNAL 7		CANCEL	HZ	HZ	CA=F

NOTE 22 The time duration for A Tone and B Tone are adjustable, but is recommended to be the same for all signals. A and B tone time intervals can be between 0.25 seconds and 5 seconds.

NOTE 23 The frequency for one signal cannot exactly match the frequency for a different signal, however the A Tone could have the same frequency for all signals and only use a different B Tone or vice versa.

NOTE 24 For mechanical sirens, Attack, Alert, Fire and the Growl Test are the only tones available.

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

TTS – ONE-WAY VIA RADIO ANALOG MODE – continued

STANDARD ELECTRONIC SIGNAL WITH CHIP ID LABEL:

- AIR-HORN (=2) Alternating Signal, 740 Hz (2 sec. on)/ (2 sec. off), Duration – 3 Minute
- ALERT (=9) Steady Signal; Duration - 3 Minutes
- ATTACK (=A) Wailing Signal, 6 sec. Hi/ 6 sec Low; Duration - 3 Minutes
- CANCEL (=F) Stops siren from producing sound
- CHIME (=6) Alternating Tone, 533 Hz tone bursts at 2 sec. intervals, 6 cycles
- FIRE (=C) Wailing Signal, 16 sec. Hi/ 8 sec Low; Duration – 1 ½ minutes
- HAZARD (=5) Alternating Tone, 500 Hz ramping to 850 Hz in 1 sec., 3 minutes
- HI/LO (=1) Alternating Signal, 740 Hz (0.75 sec.)/ 570 Hz (0.75 sec), Duration - 3 Minutes
- PA (=4) Public address activates with microphone
- SCREAM (=7) Wailing Tone, 500 Hz (0.8 sec.) /850 Hz (0.2 sec.), 3 minutes
- SILENT TEST (=3) 12.5 KHz short burst tone, used for silent test purposes; Duration - 1 Cycles
- WAIL (=8) Wailing Tone, 850 Hz (0.8 sec.) / 500 Hz (0.2 sec.), 3 minutes

For mechanical sirens, Attack, Alert, Fire and the Growl Test are the only tones available.

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☒ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE: _____

DATE: _____

A.S.C. ORDER NUMBER: _____

CUSTOMER: _____

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!



ETHERNET SYSTEM – FSK SYSTEM PROGRAMMING DATA (ELECTRONIC SIRENS)

ETHERNET MODULE MAKE:	Grid Connect
MODEL:	NET-485

COMPULERT SOFTWARE	
DEFAULT GATEWAY ADDRESS:	
STATIC I.P. ADDRESS:	
SUBNET MASK:	

(ASC ENGINEERING USE ONLY)	
ANALOG BOARD VERSION NUMBER:	80-17200.HEX

NOTE 25 When using an Ethernet system, complete the second table in the section titled siren site information.

I HAVE REVIEWED THE COMMUNICATIONS DETAILS INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☐ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE:

DATE:

A.S.C. ORDER NUMBER:

CUSTOMER:

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

SIREN SITE INFORMATION: NON-ETHERNET

FILL IN SIREN SITE AND LOCATION INFORMATION IN THE TABLE BELOW. The site number is representative of the number of sirens in this particular order. If site location is unknown, enter a site number, city or facility location. Be sure to update siren model and power information.

NOTE 26 The power source can be: a single source of AC, AC and solar, or solar only power.

NOTE 27 The electronic controls can be configured to accept any one of the voltages that follow: 120 VAC, 220/240 VAC, solar only or a combination of AC and solar power. The combination of AC and solar power can be set with either as the primary.

NOTE 28 Where solar is the primary power and AC is the backup power, AC power only charges when needed, which makes the "green solution".

NOTE 29 Where AC is the primary power – the solar power and the AC power work simultaneously to continuously charge the system. The AC power charges so long as there is AC power present – when AC power is lost, solar power continues to charge the system.

SITE NO	TACTICAL ADDRESS*	USTAT DELAY*	SITE LOCATION	SITE LATITUDE* (DEGREES)	SITE LONGITUDE* (DEGREES)	SIREN MODEL	SITE POWER
001		1.70	Intersection of Orville Rd. and Wilber Lane	39.323824	- 76.0488682	E-CLASS-4 w/ RTU-2001-FSK	120 VAC / 20 A
002		1.75	City, State – Site #2			I-FORCE-1600 w/ RTU-2001-FSK	120 VAC / 20 A
003		1.80	Utility Plant #1 – Site #3			I-force 1600 w/ RTU-2001-FSK	120 VAC / 20 A
004		1.85					

NOTE 30 (*) FSK systems ONLY: Tactical address, USTAT and latitude/longitude are required.

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☒ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE:

DATE:

A.S.C. ORDER NUMBER:

CUSTOMER:

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

SIREN SITE INFORMATION: ETHERNET SYSTEMS

NOTE 31 Where solar is the primary power and AC is the backup power, AC power only charges when needed, which makes the “green solution”.

NOTE 32 Where AC is the primary power – the solar power and the AC power work simultaneously to continuously charge the system. The AC power charges so long as there is AC power present – when AC power is lost, solar power continues to charge the system.

SITE NO	SITE LOCATION	SIREN MODEL	SITE POWER	STATIC IP ADDRESS:	DEFAULT GATEWAY IP	SUBNET MASK
001	Corner of Orville Rd and Wilber Blvd.	E-CLASS-1 w/ RTU-2001-DTMF	120 VAC / 15 A			
002	City, State – Site #2	I-force 1600 w/ RTU-2001-DTMF	120 VAC / 20 A			
003	Utility Plant #1 – Site #3	ISC-1 w/ RTU-2001-TTS DTMF	120 VAC / 20 A			
004						
005						
006						
007						
008						
009						

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS:

CORRECT: ☐ INCORRECT: ☒ (CHANGES HAVE BEEN INDICATED WHERE REQUIRED.)

TYPED SIGNATURE:

DATE:

A.S.C. ORDER NUMBER:

CUSTOMER:

NOTE: ALL ITEMS MUST BE VERIFIED TO FINISH EQUIPMENT PROGRAMMING. PLEASE FAX A COPY OF THIS SHEET TO (414) 358-8008 AFTER IT HAS BEEN REVIEWED FOR ACCURACY OR SUBMIT VIA EMAIL TO SALES REP. THANK YOU!

**ATTACHMENT E-3**

AMERSIG-01

BSAWALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vizance, Inc. 1320 Walnut Ridge Dr. Ste. 200 Hartland, WI 53029	CONTACT NAME: Rebecca Peraza PHONE (A/C, No, Ext): (262) 563-5433 FAX (A/C, No): E-MAIL ADDRESS: bperaza@vizance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED American Signal Corp 8600 W. Bradley Road Milwaukee, WI 53224	INSURER A : The Travelers Indemnity Company of America	25666
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : The Travelers Indemnity Company of Connecticut	25682
	INSURER D :	
	INSURER E :	
	INSURER F :	

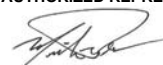
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6304H234251	7/15/2019	7/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102N588716	7/15/2019	7/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-91N18150-19-NF	7/15/2019	7/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB7K917057	7/15/2019	7/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip.			6304H234251	7/15/2019	7/15/2020	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Oklahoma Office of Management and Enterprise Services Attn: Mr. Joseph Farani 5005 N. Lincoln Blvd Oklahoma City, OK 73105	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Signature - SW404 ASC OMES - Outdoor Warning System

Final Audit Report

2021-01-14

Created:	2021-01-13
By:	Sean Tolbert (Sean.Tolbert@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMQNTI37lca8inSuUXa40rPOJPjP_uHED

"Request for Signature - SW404 ASC OMES - Outdoor Warning System" History

-  Document created by Sean Tolbert (Sean.Tolbert@omes.ok.gov)
2021-01-13 - 5:04:46 PM GMT- IP address: 165.225.216.85
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-  Email viewed by Dale Moeller (dmoeller@americansignal.com)
2021-01-13 - 5:23:09 PM GMT- IP address: 107.77.210.76
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-  Document emailed to Jerry Moore (jerry.moore@omes.ok.gov) for signature
2021-01-14 - 11:59:02 AM GMT
-  Document e-signed by Jerry Moore (jerry.moore@omes.ok.gov)
Signature Date: 2021-01-14 - 12:55:07 PM GMT - Time Source: server- IP address: 68.97.131.203
-  Agreement completed.
2021-01-14 - 12:55:07 PM GMT