



**State of Oklahoma**

**Office of Management and Enterprise Services**

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## **STATE OF OKLAHOMA STATEWIDE CONTRACT WITH TELCO SUPPLY COMPANY**

This State of Oklahoma Statewide Contract ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Telco Supply Company ("Supplier") and is effective as of the date of last signature to this Contract.

### **Purpose**

The Contract is awarded as a statewide contract on behalf of The State of Oklahoma Office of Management and Enterprise Services (OMES), Central Purchasing Division on behalf of Information Services Division (ISD), for services which include Outside Plant, Inside Plant, Emergency Restoration and Tower Services. This Contract memorializes the agreement of the parties with respect to 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 this Contract. Upon full execution of this 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 No. 0900000503, Attachment A;
  - 2.2. General Terms, Attachment B;
  - 2.3. Statewide or agency terms, Attachment C;
  - 2.4. Information Technology terms, Attachment D;
  - 2.5. Attachment E.1 – Pricing;
  - 2.6. Attachment E.2 – Exceptions
  - 2.7. Attachment G- Held as Confidential
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**

**Telco Supply Company**

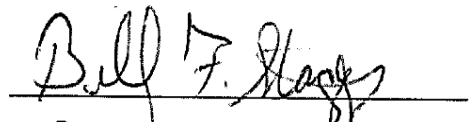
By:



Name: Jerry Moore

Title: Chief Information Officer

Date: Apr 5, 2022

  
Billy F. Stagg  
President  
3-31-2022

**ATTACHMENT A**  
**SOLICITATION NO. 0900000503**

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.

**PURPOSE**

The Contract is awarded as a statewide contract on behalf of The State of Oklahoma Office of Management and Enterprise Services (OMES), Central Purchasing Division on behalf of Information Services Division (ISD), for qualified Suppliers for Inside/Outside Plant services as well as Emergency restoration services. Services include: Outside Plant, Inside Plant, Emergency Restoration and Tower Services

**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 four [4] one-year options to renew the Contract.

**2. Certain Contract requirements and terms are set forth below as Exhibit 1.**

# EXHIBIT

For the purposes of this solicitation the state is broken into several areas and categories of service.

Areas include:

1. South Central Region including Oklahoma City
2. Northeast Region including Tulsa
3. North Central Region
4. Northwest Region
5. Southwest Region
6. Southeast Region

Services include: Outside Plant, Inside Plant, Emergency Restoration and Tower Services

The State is interested in a cabling partner using Leviton products that can handle all aspects of the States' network needs and can provide services statewide however Suppliers may bid on a region or all regions. The State reserves the right to award to more than one Supplier if it is determined to be in the best interest of the State.

OMES historical sales represent sales to State Agencies, Oklahoma K-12, Higher Education, Tribal, and other affiliated entities. Oklahoma fiscal year runs July 1 through June 30<sup>th</sup>.

FY19	FY20	FY21 to date	Total
\$6,574,834.25	\$6,454,110.48	\$4,296,119.12	\$17,322,063.85

## 2.1. Mandatory Qualifications

2.1.1. The Supplier's actual staff assigned to perform under this contract shall be certified and be fully familiar and trained to install, maintain, and move telecommunication systems. Each Supplier shall provide a list of the telecommunications systems on which they are certified to work.

2.1.2. The Supplier shall have proven documented experience in new cable installation, renovation, removal, termination and testing, splicing standard for aerial and underground telecommunication cable (copper), fiber optic cable, and phone/data system installations.

2.1.3. The Supplier shall provide copies of licenses and training certificates on all technicians who will be performing services under this contract.

2.1.4. The Supplier shall identify by category, the actual technicians available for use; and the maximum and minimum number of technicians available for the following categories:

- Telecommunication Cable installers
- Fiber Optic Cable Installer
- Telecommunication and Fiber Optic Cable Terminators and Testers
- Customer-owned outside Plant designer, manager, and Installer
- Telephone Technicians
- Paging Systems Installers

2.1.5. Licenses and certificates shall be kept current. The Supplier shall provide OMES with an annual update to the list of technicians and copies of their licenses and certifications.

2.1.6. The Supplier shall maintain adequate personnel to maintain multiple projects in each of the areas a bid has been awarded as deemed necessary by the State.

2.1.7. Suppliers shall provide proof that they are currently licensed to do business in the State of Oklahoma. A copy of each license or permit shall accompany the Supplier's RFP reply for each area on which they are bidding. Should any permits over and above the general Supplier's building permit be required, the Supplier is responsible for obtaining said permits and paying all fees associated with said permits.

2.1.8. License and Permits pertaining to assigned State projects (right-of-way etc.) will be obtained by the State authority having jurisdiction. If requested, the Supplier may obtain these items which in-turn can be detailed in the submitted estimate/quote.

## **2.2. Outside Plant Requirements**

2.2.1. Outside plant suppliers shall meet ownership or long term lease requirements for the following equipment and tools. Suppliers shall submit to the State of Oklahoma Office of Management and Enterprise Services/ISD proof of ownership or lease of vehicles and heavy machines listed below with bid response. Proof of ownership can be a bill of sale or a copy of a long term lease agreement. If needed, Contractor will furnish make, model and specifications on said equipment prior to bid opening.

2.2.2. One (1) or more Trenchers (Capable of a 48 in. Minimum depth)

2.2.3. Two (2) or more backhoes

2.2.4. One (1) or more Air or Hydro Vacuum Evacuation Truck(s)

- 2.2.5. Metal cutting and welding equipment to alter, remove, or repair damage to pipeline conduit without damaging poly fiber inside pipe;
- 2.2.6. Concrete saws, air hammers and other such tools capable of cutting or removing concrete and asphalt roadways, drives, parking lots, etc.
- 2.2.7. One (1) Plowing Cat (The State requires 48" depth or greater)
- 2.2.8. One (1) Directional Boring Machine (capable of boring 2000+ft. in a single bore)
- 2.2.9. One (1) Directional Boring Machines (capable of boring 1000 to 1500 ft in a single bore).
- 2.2.10. The contractor shall have available resources and adequate equipment to handle all cable installation and relocation. It is a mandatory requirement the contractor possess (own or have available through long term lease), at a minimum the following types of tools, test equipment, and construction equipment, and make available a list and visual inspection at any time of all equipment by State personnel.
- 2.2.11. Test equipment capable of measuring and certifying current standards for Category 5e, Category 6 and 6a copper cables and provide printable test reports. When future Standards become available, equipment shall be able to be upgraded.
- 2.2.12. Adequate equipment capable of splicing aerial and direct buried copper and fiber cable(s).
- 2.2.13. Two (2) or more Fiber Connector Terminating/Polishing Kits.
- 2.2.14. Fusion splicing equipment (Two (2) or more for single fibers for fiber optic cable to include; and test equipment capable of measurement of loss in each individual splice, end to end attenuation and OTDR (Optical Time – Domain Reflectometer) signature traces (minimum of One (1) or more OTDR's).
- 2.2.15. The selected contractor shall be completely responsible for the equipment listed above. The lack of, or failure of equipment shall not be acceptable reason for non-completion of projects. Specialized equipment shall be identified at the start of the project with any associated cost or fees.
- 2.2.16. Tower climbers on sight must be able to show proof of (competent climber, rescue training, high angle rescue is a plus). Crew on site must provide a OSHA safety and rescue plan at all times. Safety rescue kit must be at the base of the climbing site at all times, clean dry and serviceable.

### **2.3. Inside Plant Requirements**

2.3.1. The contractor shall have available resources and adequate equipment to handle all cable installation and relocation. It is a mandatory requirement the contractor possess (own or have available through long term lease), at a minimum, the following types of tools, test equipment and construction equipment. Contractor shall make available to State personnel a list for visual inspection at any time.

2.3.2. Test equipment capable of measuring and certifying current standards for Category 5e, Category 6 and 6a copper cables and provide printable test reports. When future Standards become available, equipment shall be able to be upgraded. Adequate equipment capable of splicing fiber and copper cables.

2.3.3. Two (2) or more Fiber Connector Terminating/Polishing Kits.

2.3.4. Fusion splicing equipment (one (1)) or more for single fibers, and test equipment capable of measurement of loss in each individual splice, end to end attenuation and OTDR signature traces (minimum of One (1) or more OTDR's).

2.3.5. The selected contractor shall be completely responsible for the equipment listed above. The lack of, or failure of equipment shall not be acceptable reason for non-completion of projects. Specialized equipment shall be identified at the start of the project with any associated cost or fees.

## **2.4. Specification Requirements:**

### **2.4.1. BICSI - Training**

The State of Oklahoma has adopted Building Industry Consulting Service International (BICSI) Methodology of Telecommunication design, installation and repair. As outlined in this RFP these standards and methods are industrial non-Supplier specific.

The selected Supplier will provide the State with proof of qualified BICSI designers and technicians on staff within 90 days of selection. After the first year, all Supplier team leads shall have current BICSI certification and provide proof. This level shall be maintained throughout the life of the contract. The project designer and a minimum of one (1) technician for inside plant and outside plant installation shall possess a Registered Communications Distribution

Designer (RCDD) or Installer Certification. These individuals will be ultimately responsible for State projects as assigned.

Should the RCDD assigned to State projects change during the life of this contract, the new RCDD assigned shall also submit prove of certification. Certificates of Certification shall be submitted at least 30 days prior to the first year contract renewal date. The Supplier will be responsible for all fees and expenses associated with this training and certification.

#### 2.4.2. Telecommunication System Training

All telephone technicians shall be trained and equipped to certify Category 5e, 6, 6a or higher computer wiring.

### 2.5. SCOPE OF WORK

#### 2.5.1. Areas of Work

This RFP will consist of three distinct areas of responsibility and support. Each area below will be administered by the Office of Management and Enterprise Services. The areas are: Inside Plant, Outside Plant, Emergency Restoration

#### 2.5.2. Customer-Owned Outside Plant Installation and Repair

One of the purposes and objectives of this scope of work reflects the planned installation and maintenance of ANSI/TIA/EIA Standards compliant outside plant cabling systems or components thereof at any State of Oklahoma, statewide, owned facility or facility under the authority of the State. This may include County or City offices which are authorized under State Statute as being part of respective Agencies. The basic concept is primarily (planned) support encompassing the installation and maintenance of State Owned Outside plant facilities. This effort will support voice, data, video and other low-voltage control services as deemed necessary for the transmission of information between State of Oklahoma Agencies and users.

#### 2.5.3. Customer-Owned Inside Plant Installation and Repair

The State of Oklahoma Office of Management and Enterprise Services provides internal installation of telecommunication services and support for State Agencies throughout Oklahoma. This service includes, and is not limited to, voice and data intra-building cable installation, repair, testing, and removal; customer-owned private branch exchange (PBX) systems installation, removal, relocation including moves, adds, and changes of end units; and customer owned voice/data components to include fiber optic reconfiguration and repair throughout all areas of the State. The selected Supplier(s) shall be required to support these services with installation labor, equipment and/or components. The Supplier(s) may be required to respond to projects in adjacent areas of responsibility.

In order to fulfill the Office of Management and Enterprise Services service mandate, Inside Plant consists of three geographic areas of responsibility. Supplier(s) may submit



their bid in response to each geographic area identified. A supplier does not have to bid on all areas. More than one Supplier may be selected to service each geographic area.

The geographic areas are:

(1) Oklahoma City (See Note) (2) Tulsa (3) Oklahoma Statewide (excluding the areas identified above)

Each city service area is considered from the center of the city to the city limits or a 30 mile radius from the center of the city, whichever is greater. Supplier(s) responses should consider mileage fees within each recognized area.

Note: The Oklahoma City Area includes the Capitol Telecommunication System.

#### 2.5.3.1. Capitol Telecommunication System - Oklahoma City Area Only

In addition to the above requirements for installation support, the selected Supplier shall provide qualified telephone technicians to service the Capitol Complex Telephone System, its associated remotes and peripheral equipment. Areas of responsibility and support include: the Capitol, Department of Public Safety, the Oklahoma University Health Sciences, and 4545 North Lincoln Complexes and other locations within 5 miles of the state capitol. The technicians shall be qualified and prepared to provide technical labor to install, service, test, and place in service various types of telephone instruments, cables, wires, electronic station apparatus, jacks, etc. The technicians will be assigned to the State of Oklahoma Office of Management and Enterprise Services Information Services Division. They will be assigned installation projects which will vary in size and duration.

All technicians are expected to be skilled in the installation of telephone station apparatus, computer wiring, computer wire testing and certification. Unless otherwise specified, computer wiring will require BICSI Installer or Technician certification and documentation. No junior technicians or trainees will be accepted for Capitol Telecommunication System assignment. Supervision of the contractor's technicians will be the responsibility of the contractor. Overall management and scheduling of the jobs within the Capitol Telecommunication System will be under the direction and control of the OMES Information Services Division.

#### 2.5.4. Emergency Restoration

In the event of a telecommunication service interruption (caused by the severing of connected cabling) to any state owned facility provisioned by State of Oklahoma Agencies, the Supplier will affect repairs as specified in the following requirements. Restoration and repairs include damages to voice and data systems to include Acts of God or any disruption of service to any supported State or County owned Agency or

Facility. These facilities entail the repair of services involving outside plant, intra-building, and inter-building copper, fiber optic, and coax cabling to include their associated equipment, electronic components, manholes, huts, poles and any additional mechanisms identified as necessary for the operations of the State's Telecommunication Network.

This shall be an on-call type contract with installation or repair services starting with a call from OMES/ISD for emergency repairs.

The Contractor project manager shall respond within 15 minutes of notification of an emergency repair request. Response or resolution can be made either verbally or in writing. Upon notification, the Contractor shall be on site within two (2) hours. OMES/ISD will determine if and when an emergency repair is declared. If time permits (as determined by OMES/ISD) a project package may be requested.

The contractor shall be able to respond to all requirements with equipment, tools, and manpower on location within four (4) hours or less of the notification.

Upon notification through OMES/ISD, the Supplier is required to provide the necessary qualified repair technicians, material and equipment in the time specified. The Supplier will contact the Office of Management and Enterprise Services/ISD for final coordination and identification of restoration upon completion.

Additionally, OMES/ISD provides internal telecommunication services for State Agencies throughout the State of Oklahoma. These services include but are not limited to voice and data intra-building cable installation, repair, and testing throughout all areas of the State. The selected Supplier(s) may be required to supply emergency support of this service with installation material, and equipment.

#### 2.5.5. Overall Intent

The overall purpose and intent of this contract will be to support State entities as identified with installation and repair services equal to, or below, average competitive rates. Suppliers of this contract should prepare a separate reply for each scope of work.

#### 2.5.6. Definitions of Authority

This contract can be utilized by Office of Management and Enterprise Service, Oklahoma Department of Transportation. Oklahoma Turnpike Authority or OneNet each having authority over their specialized networks, systems, and projects. As identified in this contract they shall be considered the State Authority Having Jurisdiction (SAHJ) for their individual projects. If the project is considered a joint agency project an overall project manager (State Agency) will be identified as SAHJ.

##### 2.5.6.1. Authority Having Jurisdiction (AHJ)

Under the administrations of this contract the authority having jurisdiction will pertain to local Oklahoma State, County, or City Officials administering local laws, codes, and standards. This includes officials such as: building official, electrical inspector, fire marshal, or other individuals or entities responsible for interpretation and enforcement of local building and electrical codes.

#### 2.5.7. Definition of State Projects (Inside and Outside Plant)

All line items listed herein, shall be considered to be provided and installed in place per this specification, attached details and as directed by the State of Oklahoma Office of Management and Enterprise Services..

State projects are defined as individual tasks which involve installation, repairs, reconfiguration, or removal of telecommunication networks components or systems. Large tasks may be detailed into phases for scheduling, cost effectiveness, and inclusion into planned construction. The Supplier will be notified by the SAHJ of each individual task required via service request. At the discretion of the SAHJ, the Supplier will respond to each service request with an official project package as in section C.6.11. Whenever possible, the Supplier will combine project/tasks in the best interest of the State to reduce overall cost and time. The project package will be review by the SAHJ upon receipt for accuracy and acceptance. If accepted, the project package/estimate will then be considered a quote and legally binding as such. It will be the Supplier(s) responsibility to submit revisions or change orders due to changes in job requirements or equipment. Change orders shall state clearly identify additional job requirements, cost adjustments, and/or material needed.

Supplier shall follow State approved construction methods unless other methods are approved by SAHJ Project Manager. (See Construction Methods).

The Supplier shall be able to respond with company equipment, manpower, and technical expertise for installation and relocation repair of State of Oklahoma telecommunications facilities.

The State of Oklahoma Office of Management and Enterprise Services, its Agencies and /or representatives reserve the right to inspect Supplier's equipment and any State Project or Supplier site location without notice.

#### 2.5.8. Standard - BICSI Telecommunications Dictionary (Current Edition)

The State of Oklahoma Office of Management and Enterprise Services has adopted the Building Industry Consulting Service International (BICSI) references manuals as the official installation standards for the State. The BICSI Telecommunication Dictionary is a collection of internationally recognized industry terms, acronyms and abbreviations, symbols, and resources. This dictionary will be the official guide used to define terms,

acronyms, abbreviations and symbols throughout the life of this RFP, State Projects, Packages and As-built.

#### 2.5.9. Project Designer

The chosen Suppliers shall provide a Project Designer that shall act as a single point of contact for all activities regarding identified projects. The Project Designer will be responsible for all decisions required of State of Oklahoma and shall coordinate with the SAHJ during installation activities. The Designer shall notify SAHJ of any inspections relating to building code, fire safety or other performance or installation related issues are scheduled and shall coordinate the inspection between SAHJ and inspector. The project designer shall ultimately possess an RCDD in accordance with the specification of section C.4.1.

#### 2.5.10. Construction Manager

The Supplier shall provide a Site/Construction manager for each project/job assigned. This manager will be considered the onsite point of contact for questions or issues concerning installation's or repairs. The construction manager may or may not be an RCDD.

#### 2.5.11. Project Package

- (1) Cost Estimate (Labor, Installation Equipment, Test Equipment)
- (2) Detailed Material List
- (3) A design schematic of planned installation/repair/reconfiguration
- (4) A detailed Statement of Work
- (5) Schedule of Events: The Supplier(s), prior to start of work, will provide a schedule of events outlining each stage of a project from start to finish.

#### 2.5.12. Field Survey

A Field Survey will be scheduled for each State project and customer based on requests for service. The SAHJ will contact the Supplier(s) with site location, time, and date. If the site is under construction, Suppliers shall coordinate additional field surveys with the general Contractor at the general Contractor's convenience. The Supplier(s) will coordinate and produce an installation time table in conjunction with the current

construction. If a new construction, the Supplier(s) may be required to aid in the cabling design of the structure.

Unless otherwise specified all design specifications will be identified during the initial field survey through the SAHJ and/or the customer. After submission of the estimate any change in the requested service shall be executed and/or authorized by the SAHJ via a change order request.

#### 2.5.13. Price Estimates/Quotes

The Supplier will provide cost estimates for each individual project as identified. The estimates will include materials (if requested), equipment, and labor rate for installation or repair. The State may or may not elect to provide the materials for each project to the Supplier. The State of Oklahoma is not liable for any costs incurred by Suppliers in preparation of the estimates. All estimates will be considered conclusive in nature at the time of presentation pending final approval by the State. Prior to final approval by the State the Supplier may update or adjust the estimates to reflect changes in material or installation cost. The estimates upon presentation will be considered good for 30 days from the date of received before it shall be reinstated or disregarded by the Supplier. It will be the Suppliers responsibility to ensure all estimates presented are accurate and up-to-date according to contract rates.

Price quotations are to include the furnishing of all materials, equipment, maintenance, rental cost, permits/licenses and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The State will not be liable for any costs beyond those proposed herein and awarded. Time and materials only quotes will be unacceptable unless requested in writing from the State per individual project. The Supplier shall not include sales, consumer, use, and other similar taxes in the price quotations. In case of discrepancy in computed price estimates, the lowest combined value of individual unit costs shall prevail.

#### 2.5.14. Price Stability

Contract prices and discounts shall be fixed at the time of estimate approval by the State and the Supplier. In the event of price changes, replacement material or equipment shall be purchased at the lower of contract or then current market price. In no case shall a price higher than contract price be paid for equipment proposed.

In the event that the State desires to purchase equipment or services not contained in the contract, future purchases will be determined using the Supplier-specified mark-up from cost in the proposal from the Suppliers cost as of the date of the order.

#### 2.5.15. Variation in Quantities and Configurations

Equipment and capacity requirements are the best estimates current market available on market availability and industry standards. The State reserves the right to modify quantity and configuration requirements. The Supplier agrees to sell the State the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

#### 2.5.16. Bonding

Within the service areas of responsibility, several projects may be assigned simultaneously. At the discretion of the State, the Supplier may be required to obtain a Performance and Payment bond to cover their portion of a project. The cost of the bond will be identified as such in the Supplier's estimate/quote.

##### 2.5.16.1. Performance and Payment Bonding

If the estimate/quotation for the project is accepted by the SAHJ, and the SAHJ elects to require bonding for the project, the Supplier will have five (5) business days to deliver the Performance and Payment Bond to the SAHJ. The Bond shall be in the amount of the estimate/quotation for the work to be performed, guaranteeing to the State the completion and performance of the work covered in such as well as full payment of all suppliers, agents, laborers, or Sub-Contractors employed in the performance of the project. Such Bond shall be in a form and with a Surety acceptable to the State of Oklahoma and shall provide for the protection of all persons supplying labor or materials used for the performance of the work. Purchase order(s) will not be issued until a valid performance and payment bond is received. Failure to provide this Bond may be sufficient cause for immediate termination of the Contract resulting from this RFP.

##### 2.5.16.2. Qualification of Surety

The Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Oklahoma and having a resident agent within the State of Oklahoma and readily accessible to the State. The Surety Company shall hold a current Certificate of Authority as Acceptable Surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, Current Revision.

#### 2.5.17. Right to Reject

The State of Oklahoma reserves the right to accept or reject all estimates, quotes and/or sections thereof.

Estimates to request for service should be submitted initially with the most favorable terms that The Supplier can propose.

The chosen Suppliers shall identify sufficient equipment and telecommunication technicians as part of their inventory and staff. Sub- Contractors will not be used for any telecommunication facility installation (Inside & Outside Plant). Sub-Contractors can be used for specialized installation support such as asphalt, concrete laying, welding or building repair etc. The project designer shall identify and clearly state in each individual project design when a Sub-Contractor will be utilized and the task they will perform. Should the Suppliers use Sub-Contractors for portions of the work, the State of Oklahoma reserves the right to reject any Sub-Contractor without explanation or recourse by the Supplier or Sub-Contractor.

#### 2.5.18. Schedule of Events

Prior to start of work, contract installers will provide a schedule of events outlining each stage of a project from start to finish. This may be waived for an emergency repair.

If the project is an emergency repair, the Supplier is required to provide an estimated time of repair and service restoration.

#### 2.5.19. Permits

The Supplier will be responsible for obtaining State, local, county, city and public subdivision permits with the assistance of Office of Management and Enterprise Services and/or Project Agency responsible if required.

#### 2.5.20. Safety

The Supplier shall provide all safeguards, safety devices and protective equipment and take any other needed actions to reasonably protect the public and private property connection with the performance of the work covered by the contract.

The Supplier shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Supplier shall at all times comply with the regulations set forth by Federal, State and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations and standards. The Supplier shall indemnify and hold harmless the State of Oklahoma from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on the State of Oklahoma because of The Supplier, Sub-Contractor, or supplier's failure to comply with the regulations stated herein.

#### 2.5.21. Materials Storage

The Supplier should have secured space to store all materials.

For emergency restoration Suppliers shall have a secured space available to store material for quick response which may require additional qualified personnel.

#### 2.5.22. Federal/State Laws, Codes, Standards and Ordinances

The Supplier's specification of materials as well as performance of the work shall comply with applicable Federal, State and local laws, rules, regulations and codes. The Supplier shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to the State of Oklahoma all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, The Supplier shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses in connection therewith.

The proposed design and all work shall conform to the 2008 Edition of the National Electrical Code, National Electrical Safety Code and all state and local codes and ordinances. ANSI/TIA/EIA Standards 568-B.1, B.2, B.3, 569-A, 606-A, 758 and J-STD-607 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual, Customer-Owned Outside Plant Manual and Telecommunications Cabling Installation Manual shall also be used during all installation activities. Should conflicts exist, the codes and ordinances of the State of Oklahoma or County/City of construction, The OK Department of Health and Environmental Control, and the Oklahoma State Fire Marshall shall take precedent.

The Supplier is solely responsible for warranting the appropriateness of materials, design criteria and installation methodology submitted in the Price Quotation.

#### 2.5.23. Federal Communications Commission

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

#### 2.5.24. Failure to Complete and Liquidated Damages

Because the actual damages for delay in completion are impractical to determine, the successful Supplier and its sureties shall be liable for and shall pay to the State of Oklahoma stipulated and fixed, agreed, and liquidated damages the sum of One Thousand and no/100 dollars (\$1,000.00) for each 30 days of delay (that is not caused by failure of the State of Oklahoma to provide necessary access or information) beyond the scheduled installation date until all work is completed and accepted (up to the maximum value of the original contract).



#### 2.5.25. Special Conditions

Locations in the State of Oklahoma through its customers could be under construction. As such, activities in the buildings are being conducted by the General Contractor towards completion of their responsibilities under their contract with the State. As such, work by the General Contractor shall not be interrupted by the Supplier's work activities without advance agreement from the SAHJ and the

General Contractor. The Supplier will be required to work around all of the conditions listed above as well as working with the SAHJ and staff to minimize disruptions to normal business activities.

#### 2.5.26. Installation Materials

During the initial project design phase the Supplier will establish a detailed list of material needed for project completion. This list will be submitted to the SAHJ with the Labor and Material estimate for each individual project. The detailed list will consist of the quantity, type, name brand (if applicable) and product number. This list may be waived by the State based upon size of the job and urgency.

A site visit is required on outside plant cable installations and pricing should include all labor and materials.

Supplier will provide all materials for inside plant, outside plant and emergency restorations or installations.

#### 2.5.27. Telecommunication Systems Materials

State owned equipment to be installed will be located in one or more centers located in around each area of responsibility. It is the responsibility of the successful Supplier to retrieve and transport the equipment and/or components to the job site as required. The Supplier will be accountable for all material and equipment assigned for installation or repair of State Property.

#### 2.5.28. Emergency Restoration Materials

The Supplier will be required to maintain repair material (on-hand) as necessary to facilitate emergency repairs to State Inside and Outside Plant facilities. The SAHJ and the Supplier will establish material levels to be maintained at the Supplier's expense.

All emergency installation (internal and outside plant) material will be procured through the State Authority Having Jurisdiction via authorized contract Suppliers. In the best interest of the State, the SAHJ may authorized the Supplier to procure, accept, and/or store material (if available) for use on State Projects only.

#### 2.5.29. Warranty/Liability

Labor and workmanship hereinafter specified and furnished shall be fully guaranteed by the Supplier for three (3) years from certificate of acceptance date against any defects. OMES will procure material with a warranty against defects for a total of one (1) year from date of installation. Defects which may occur as the result of faulty workmanship within one year (material) and three years after installation and acceptance by the State shall be corrected by The Supplier at no additional cost to the State of Oklahoma. The Supplier shall promptly, at no cost to State, correct or re-perform any non-conforming or defective work within one year after completion of the project of which the work is a part. The period of The Supplier's warranty for any item(s) so described herein are not exclusive remedies, and the State has recourse to any warranties of additional scope given by The Supplier to the State and all other remedies available at law or in equity. The Supplier's warranties shall commence with acceptance of/or payment for the work in full. The Supplier shall provide the State with a sample certification form to be submitted by The Supplier to the manufacturer to procure the manufacturer's certification and warranty. On completion of the work said certification and warranty will be provided to the State in writing before final payment is made to the Supplier. All electronics installed as part of this undertaking will have a five (5) year warranty from the manufacturer and said warranty will be in writing.

All equipment and/or material shall be new and come with a minimum one year warranty. The Supplier shall be the sole contact for all repairs/returns of items during the warranty period. The Supplier shall be responsible for all shipping, coordination of repair/return, obtaining RMA numbers, etc. The Supplier shall provide a name and phone number or e-mail address for the person who will be the focal point for all actions pertaining to this contract. Warranty options and information should be attached to bid specifications for each project.

The Supplier shall pass along to the State any additional warranties offered by the manufacturers, at no additional costs to the State, should said warranties extend beyond the period specified therein.

This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by the State or anyone other than employees or agents of The Supplier. The Supplier's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at The Supplier's option. Insurance covering said equipment from damage or loss is to be borne by The Supplier until full acceptance of equipment and services.

#### 2.5.30. Technology Refresh

After contract award, the Supplier, upon commercial announcement of hardware or software modifications or new releases for the latter that can be technically and economically substituted or added for/to items listed in the contract, shall inform the State said items are available for addition or substitutions.

The Supplier shall offer said items to the state at their cost plus a markup price. Supplier cost is subject to audit by the State of Oklahoma. The States cost shall never exceed manufacturers list price. These item(s) may be accepted at the option of the State, provided at least equivalent performance with economic benefits or significantly enhanced performance at no additional cost per unit of capability accrues to the State.

No change in system components and/or installation material may be made without prior notification and either verbal or written approval of the State. The State reserves the right to request shipment of a newly configured demonstration unit for re-evaluation before approval is given.

#### 2.5.31. Change Orders

Modifications or additions to any assigned project will require a change order request presented to the SAHJ for authorization. Any work performed by the Supplier(s) without prior express SAHJ authorization cannot be submitted for payment. It will be the Supplier(s) responsibility to ensure a change order has been authorized prior to performing work not on the original project design.

#### 2.5.32. Payment Conditions

##### 2.5.32.1. General – Excluding the Capitol Complex Communication System

In accordance with state statutes, payment will be made upon acceptance of the job by the State of Oklahoma. All job invoices shall be presented to the State for payment no later than forty five (45) business days after project completion. The telecommunication project (voice/data network or system) will be deemed acceptable when The Supplier delivers to the State:

- Cables which are 99% free of defective pairs of copper or fiber strands
- ANSI/TIA/EIA-568-B series compliant test results on all cabling/wiring
- As-built package (described in C.11 below)
- Completed detail Invoice
- Certificate of Acceptance/Warranty

Acceptance will be deemed “in full” upon receipt by The Supplier of a Notice of Acceptance issued by the State (for all new installation) upon proof of beneficial use and

full implementation of the Terms and Conditions and Technical Specifications of the Contract.

Upon receipt of the Notice of Acceptance, The Supplier shall notify the State of a release of all liens (if applicable) for all materials and services associated with this project. Additions or reconfiguration of current installations will require a signature by the customer on a notice of acceptance, submitted to the Office of Management and Enterprise Services for payment. Payment shall be made upon acceptance of the job by State of Oklahoma.

#### 2.5.32.2. Capitol Complex Telecommunication System Payment

Pricing for technical labor shall be quoted on a per-hour basis. Hourly cost for technical labor shall be all inclusive.

Billing for technical installation labor provided to the Capitol Complex Telecommunication System under the terms of this contract shall be submitted monthly to the state but no more than 45 days after completion or acceptance.

The successful Supplier shall be required to maintain an employee time report for each technician assigned to OMES/ISD. Copies of employee's time reports shall be submitted each week for each contract employee.

Time reports shall be signed and verified by the Supplier's manager and signed by the technical manager from OMES/ISD.

No reimbursement will be made for technician travel time or lost time due to circumstances beyond the control of the State of Oklahoma. No reimbursement will be made for per-diem, meals, lodging or any miscellaneous expenses.

In order to prevent service interruption and to lessen interference with normal working activities in the administrative offices, the State of Oklahoma reserves the right to schedule telephone installation work during the day, evening, or night time hours.

Transportation for technical personnel to and from work locations, as well as transporting of equipment and tools shall be the responsibility of the Supplier.

The successful Supplier will provide pagers and cellular telephone service for technicians to communicate with each other.

## 2.6. DESIGN

### 2.6.1. Design Specification & Standards (References, Standards, and Codes)

State of Oklahoma Office of Management and Enterprise Services standards will be based upon the Customer-Owned Outside Plant Design Manual (CO- OSP) produced by

BICSI, the Telecommunications Distribution Methods Manual (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others. Also applicable will be the State of Oklahoma Fire Protection Code, Local Building Codes and Regulations, and required permits and registrations.

It is required that the Designer be thoroughly familiar with the content and intent of these references, standards, and codes and that the Designer be capable of applying the content and intent of these references, standards, and codes to all inside/outside plant communications system designs executed on the behalf of State of Oklahoma.

Listed below are references, standards, and codes applicable to Telecommunication Distribution System (Inside/Outside) Plant design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents is modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

2.6.1.1. BICSI TDMM            BICSI Telecommunications Distribution Methods Manual

2.6.1.2. BICSI CO-OSP        BICSI Customer-Owned Outside Plant Design Manual

2.6.1.3. BICSI TCIM    BICSI Telecommunication Cabling Installation Manual

2.6.1.4. TIA/EIA-758 Customer-Owned Outside Plant Telecommunications Cabling Standard

2.6.1.5. TIA/EIA- 568 Commercial Building Telecommunications Cabling Standard

2.6.1.6. TIA/EIA-569 Commercial Building Standard for Telecommunication Pathways & Spaces

2.6.1.7. TIA/EIA-606 The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings

2.6.1.8. TIA/EIA-607 Commercial Building Grounding and Bonding Requirements for Telecommunications

2.6.1.9. TIA/EIA-455 Fiber Optic Test Standards (10)TIA/EIA-526            Optical Fiber Systems test Procedures

2.6.1.10. IEEE 802.3 (series) Local Area Network Ethernet Standards, including the IEEE 802.3Z Gigabit Ethernet Standard

2.6.1.11. NEC National Electric Code, NFPA

2.6.1.12. NESC            National Electric Safety Code, IEEE

2.6.1.13. L & IDepartment of Labor and Industries, Electrical Section, RCW 19,28, WAC 296-46 and WAC 296-401A,

Interim Printing

2.6.1.14. OSHA Codes Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

## 2.6.2. General Design Considerations

As discussed previously, the design of pathway shall conform to the TIA/EIA standard, current State hierarchical topology and Pathways. All installations and/or restorations on the State Capitol Complex in Oklahoma City and Tulsa will require authorization from the Department of Central Services. The SAHJ will provide all necessary authorization and/or permits as required in these areas. The designer will make every effort to design installation with a product line which provides a certificate of certification from the manufacturers.

Prior to design, the Designer is expected to meet with the AHJ of the State Agency and review requirements for the project. Items to review should include proposed pathway routing, aesthetic requirements, long range plans that the Agency has regarding new and existing buildings, paved areas, opens spaces, etc. which could be affected by the design, and any unique requirements specific to the project. After the requirements review, a thorough and detailed field investigation shall be conducted. The field survey shall include, but should not be limited to:

2.6.2.1. A thorough review of existing records and a comparison of these records against actual field conditions.

2.6.2.2. Notation of the condition, suitability, and diagrams showing the locations of existing pathway, demarc's, and building entrances likely to be used during the course of the project.

2.6.2.3. Documentation of where the telecommunications pathway will require coordination with pathway used for other utilities.

2.6.2.4. Investigate adverse conditions and obstructions (such as low ceiling, firewalls, reinforced walls, etc.) and any significant changes in building structure along proposed pathways.

2.6.2.5. Notation of the existing telecommunication closets, low voltage systems and emergency/security response systems.

2.6.2.6. Notation of the most desirable locations for new installations of facilities as how they conform to ANSI/TIA/EIA and BICSI Telecommunication Installation standards.

2.6.2.7. Detailed design should commence only after the field survey has been conducted and reviewed by the State Agency Having Jurisdiction.

#### 2.6.3. Detailed Project Drawings

Unless otherwise directed all assigned Projects will require Project Installation Drawing prior to the start of the project. The drawing will be submitted in a compatible software program with the State along with one hardcopy. Construction drawings should be thoroughly and accurately marked. Listed below are items that should be included on construction drawings, dependent upon the type of project:

- Routing of the pathway system, including ductbanks and UCV's.
- Physical locations of obstructions, including UCVs, ductbanks, buildings, roads, poles, existing underground utilities.
- Duct configurations indicating duct sizes and types between UCVs and between UCVs and buildings.
- Duct contents indicating cable assignments.
  
- UCV and building cable racking diagrams (elevations) indicating the positions of all existing and new cables and splice enclosures.
- Backboard/entrance facility elevations within buildings.
- Pair sizes, gauges, and types of copper cables.
- Strand counts and types of optical fibers.
- Drain slope requirements
- Labeling
- Phasing (if required)
- Staging

#### 2.6.4. Manufacturers

In addition to the standards listed above, manufacturers of communications cabling infrastructure products also supply standards and procedures for the installation. These standards will be strictly adhered to unless otherwise specified in the manuals or codes above. The interior/outside plant communications distribution designer is required to incorporate compatible manufacturer products into the design of State of Oklahoma Telecommunication Systems and Networks. If conflicts exist between manufacturers

recommended installation standards and ANSI/TIA/EIA Standards and/or BICSI Standards the more stringent standard will be used.

#### 2.6.5. Deviation from Standards

It is not the intent of State of Oklahoma Office of Management and Enterprise Services to rigidly impose standards on every aspect of telecommunication/technology design and installation. Each design is unique and each design may be subject to situations in which deviations from the standards are warranted.

If the Designer feels that deviation from a given standard is warranted, the Designer shall submit a written deviation request to the Office of Management and Enterprise Services or applicable State Agency. The request will, at a minimum, indicate the standard from which there is a proposed deviation, the substitution being proposed in place of the standard, the reason the request is being made, and an explanation of the justifications (economic, technical or otherwise) for the deviation. The Designer may, upon written approval from AHJ, incorporate the design deviation into the overall design. The Office of Management and Enterprise Services or AHJ approval is required on a project- by-project basis. The Designer should not assume that a deviation approval for one project means that the deviation will necessarily be approved for a subsequent project.

## 2.7. INSTALLATION

### 2.7.1. Installation Methodology

The Building Industry Consulting Service International Standards (BICSI) is the official installation methodology approved by the State of Oklahoma Office of Management and Enterprise Services. All cable (copper or fiber optic) provisioning through this Agency will be completed by following these standards. All work done as part of this undertaking will conform to the following guidelines. As each of these documents is modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

#### Local Codes

2008 edition of the National Electrical Code (or most current edition)

2008 edition of the National Electrical Safety Code (or most current edition)

ANSI/NECA/BICSI 568-2001

ANSI/TIA/EIA 568-B.1 and B.2 ANSI/TIA/EIA 569-A ANSI/TIA/EIA 606-A J-STD-607<sup>a</sup>

The current edition of the BICSI Cabling Installation Manual



The current edition of the BICSI Telecommunications Distribution Methods Manual The current edition of the BICSI LAN Design Manual

The manufacturer's installation instruction/specifications Customer Owned Installation Methods and Standards

Where conflicts exist between any two or more referenced guidelines, the issue can be resolved by using the above list. The higher the reference is located on the list, the more authority it has with local codes being highest and manufacturers and Customer Owned guidelines being lowest.

#### 2.7.2. General Installation Methods and Standards

The technical specifications contained herein are intended to serve as a minimum guideline for the installation work to be performed as part of this undertaking. The scope of work will encompass all aspects of installation, labeling, documentation and acceptance of the work in accordance with the adopted BICSI standard specifications, drawings, etc. Questions related to these specifications should be addressed to the appropriate State Agency (SAHJ) contact as indicated in the beginning of this RFP. The State of Oklahoma is in the process of reconfiguring its voice/data network to conform to established telecommunication standards. It will be the Supplier(s) responsibility to identify and report issues of concerns which will prevent or delay their efforts to complete a project.

The cabling installer shall use manufacturer approved methods to restore the original rating of the fire rated architectural structures and assemblies to any penetrations made during the installation and holes created by the removal of existing penetrations. Reference ANSI/TIA/EIA-569-A, Annex A for information regarding fire-stops.

#### 2.7.3. Outside Plant Construction and Outside Emergency Restoration Methods

Contractor's field installation shall be in compliance with the State's regulations and the Installation Methods identified in the information above.

If cable installation along the proposed route is not feasible, alternate methods or routing will be determined by the SAHJ (Project Manager). Conflict between the identified State Requirement and the referenced guidelines can be resolved by using the referenced BICSI guidelines and standards.

##### 2.7.3.1. Oil, Steam, or Gasoline Pipeline

Conduit or gasoline pipeline preparation for cable shall follow guidelines and Cost of cable shall include this work:

- All existing conduit and/or steam pipe shall be prepared by rodding, cleaning and repairing the conduit and/or steam pipe as necessary
- Contractor shall pig all gasoline pipelines dry of water with the use of a Girard Poly Pig, four inch (4") swabs or state approved equipment.
- Contractor shall attach to the 4" line a Poly Pig Launcher Trap with 4" outlet, 6" inlet and a 2" valve connection (to connect to air compressor 150-200 pounds pressure).
- Unit shall have a bleed port valve and a pressure gauge with an adapter to mount a tag line reel to use with a 4" 4 cup pig.
- In all cases, the 4" gasoline pipes shall be purged by air pressure using a four (4") poly foam pig equipped with Tough Coat to force all water and dirt particles from the line prior to cable insertion. (ex. Poly Foam 4" Pig – Sage Brush Supply Company, Tulsa, Oklahoma).
- Contractor personnel working in the underground systems are not exempt from performing air quality tests prior to entering.
- If pre-atmosphere tests indicate unsafe gaseous or dead air conditions, adequate forced air ventilation shall be provided.
- Federal and/or Oklahoma State confined air quality safety regulations shall be followed to assure safe working conditions.
- All equipment of the Outside Cable Plant, including the sheath shields and metal terminal boxes shall be grounded to a single point earth ground, which will be approved by the SAHJ Manager. A copper bus bar shall be mounted at the bottom of each termination. The bus bar on each termination shall be connected to the building earth ground bus using a 6 AWG electrical cable. Each terminal shall be connected to the earth ground serving the building with 6 AWG copper ground wire. If no earth ground, the Contractor shall install a ground conductor 6 AWG from the building ground to the termination location. This ground shall be as close to zero resistance as possible, never exceeding 0.5 ohms. All equipment including the cable sheath shields shall be connected to the earth ground serving the building with 6 AWG copper ground wire.
- It is imperative that communication cable inner sheath bonding is made whenever there is an inner sheath separation and that inner sheath grounding is made at cable ends or termination locations.

#### 2.7.3.2. Handling of Fiber Optic Cable

Cable shall be carefully inspected by the SAHJ (Project Manager) and the Contractor during the plowing and trenching operation prior to installation into the project, to be certain that it is free from defects or damage.

Bends of small radii and twists that might damage cable shall be avoided. During the placing operations, cable shall not be bent in a radius less than 20 times the outside diameter of the cable.

Care is to be exercised during the plowing operation to insure that the cable is fed either manually or by capstan into the ground through the plow, loose and at no tension.

If, during the plowing operation, the plow should strike a buried object or rock that stops the equipment and necessitates removal of the plow from the ground, the plow shall be removed from the ground carefully, without backing the plow, to avoid damage to the cable. Should it be necessary to back the plow to remove it from the ground, the cable shall be uncovered and removed from the plow, a sufficient distance back, to enable inspection by the SAHJ (Project Manager) to determine whether the cable has been damaged. In either case, the cable will be exposed for inspection by the SAHJ (Project Manager).

#### 2.7.3.3. Depth of Buried Plant

Unless otherwise specified by the SAHJ (Project Manager) or State Construction Drawings, the depth of buried cable plowed, measured from the top of the cable to the surface of ground or rock shall be as listed in the following table:

Minimum depth in soil 48"

Minimum depth in ditch crossing 48" Minimum depth in rock 24".

In the case of a layer of soil over rock, either the minimum depth in rock, measured to the surface of the rock, or the minimum depth in soil, measured to the surface of the soil, shall constitute the depth of buried cable.

When placing cable during cable plowing operation and rock is encountered that will not pre-rip, as specified, to a minimum depth of 48", the cable should be buried using the open trenching method to a minimum depth of 24".

#### 2.7.3.4. Buried Cable Markers

Above ground optical fiber cable warning markers (sign post) will be placed at a five hundred foot interval and at each road crossing to warn of the cable prior to digging. In addition, electronic cable markers will be installed at each location where the cable changes direction more than 45 degrees. Non-conductive warning tape will be installed at a depth 18" above the inner duct.

#### 2.7.3.5. Conduit

All conduit shall be installed in locations as shown on the Cable Plant Maps to fit the existing field conditions. However, if major relocations are necessary, the Contractor shall receive SAHJ approval prior to making relocations.

The end of all vacant or cable filled ducts shall be sealed with an 8 to 1 ratio expandable urethane form, 3M Scotchcast 4416 or SAHJ approved equivalent, making them watertight and rodent proof.

All exposed cable and conduit in open trenches will be supported to eliminate unnecessary strain. All coating, wrappings and insulation will be protected. If there is any damage of this type, the SAHJ (Project Manager) will be notified immediately.

See Standard; Typical Conduit Construction Detail (2" Galvanized Electrical Conduit) and Special Detail – Bridge Attachments, Sheets 3 and 5.

#### 2.7.3.6. Cable/Conduit Trenching

The use of explosives on a State of Oklahoma project will not be allowed without prior authorization of the SAHJ (Project Manager) responsible for the project.

Excavating equipment should be selected to minimize danger to underground and overhead systems. This includes considering size, weight, speed and controllability of equipment.

Do not attempt to work too close to underground facilities with heavy equipment. Expose all existing pipe and cable by hand digging so that machine operators can clearly see the system.

All trenching depths shall be forty-eight (48") except where the State directs the depth shall be more or less than forty-eight (48")

Should the trenching be excavated to a greater depth than that given, the Contractor shall, at his own expense, bring such excavation to required grade with such material as directed, notwithstanding that it may be necessary to bring such material from other localities or to purchase suitable material; and the trench shall be tamped, as directed.

The material excavated shall be deposited along the side of the trench in such a manner as to create the least inconvenience possible. Prolonged storage over or near facilities should be avoided. It should be arranged so that rocks, concrete, and other debris cannot fall in open trenches.

Where ground-water or soft, yielding, or otherwise unsuitable material is encountered in the bottom of the trench, which is an unsuitable foundation for the conduit or cable, such material shall be excavated from the full width of the trench to a satisfactory depth. The

resulting space shall be back-filled with imported bedding properly compacted to give adequate support.

When placing cable in a trench in rock, the cable shall be cushioned by a fill of sand or selected soil at least 3 inches thick on the floor of the trench before placing of the cable. The backfill for at least 6 inches above the cable shall be free of stones, rock or other hard, sharp or frozen materials which might damage the cable. Alternate methods are permissible subject to the approval of the SAHJ (Project Manager).

The asphalted pavement cut shall be replaced in kind with HMHL Asphalt, type "A". Where plant mix or asphalted concrete surfacing exists, pavement shall not be less than 4" in thickness.

#### 2.7.3.7. Conduit Boring

This section covers the installation of conduit by boring or jacking.

Conduit shall be placed under existing pavement and sidewalk by approved bore and push methods. When conduit used is Schedule 40 PVC, the joint will always be long belled ends, cleaned of dirt and debris before cemented and two (2) wraps of duct tape applied after cement is set up.

All street, driveway and waterway crossings are to be bored and conduit installed.

The pavement shall not be disturbed and boring and pushing pits shall be kept at least five (5) feet clear of the edge of the surfaced area. Excessive use of water such that pavement might be undermined or sub-grade softened will not be permitted.

Where conduit passes under a surfaced area, an "X" shall be cut in the curb or surfacing above the conduit crossing for future reference and relocation purposes.

All bores will be documented to SAHJ's Project Manager showing location and depth details of the bore and materials used.

#### 2.7.3.8. Splicing – Cable Fiber Optic, Fusion

All cable ends shall be cut to the same length before closure is applied. This length is thirty (30) feet. Cable bends shall not be less than twenty (20) times the outside diameter of the cable.

Cable having the outer jacket removed shall have a protective closure placed on it at the end of the work day.

The metallic sheath and center strength members of each cable shall be bonded and connected separately to a shield protection pedestal with No. 6 insulated solid copper

ground wire. The shield isolation pedestal shall be connected to a 5/8" x 10' driven ground rod with No. 6 bare solid copper wire.

All splice closures shall be encapsulated and flash tested with dry nitrogen upon completion of splicing. OTDR measurements shall be performed during the fusion welding process to verify average splice loss is not exceeded, and before fusion welding to insure the cable was not damaged during placement. All splice points shall have a quality inspection performed by the State Representative prior to closing the protective closure.

Splice data shall be recorded on each splice using the State Quality Assurance forms or State approved forms provided by the Supplier.

Splice sheets shall include the splicers name, company, splice location, number of splice attempts on each fiber, time and date of splice, reel number and weather conditions.

All buffer tubes shall be labeled in accordance with the manufacturer's methods.

Organizer trays shall be marked with permanent ink to indicate which group and/or buffer tube is spliced in that tray.

#### 2.7.3.9. Standard splicing requirements

The optical loss for any individual splice point shall be less than or equal to .10 db.

Fibers shall be installed in such a manner as not to induce bend at 1300 NM and 1550 NM. The maximum db loss for any individually splice fiber optic strand shall be less than .1 db.

The fusion welder and welding process shall be specifically designed to splice signal fibers of both IVD and OVD design.

Materials used for splicing will be new and in good condition. Portions of the cable that are cut (such as buffer tubes) shall be repaired and protected.

Pigtail splicing requirements shall follow the same scope and optical requirements as standard fiber splicing outlined in Section 7.3.8 above, with this exception:

The splice will be installed in organizer trays and in termination boxes supplied by the light guide equipment Supplier. Minimum bending radius for the pigtails shall be 1.5 inches.

The Pigtail splice and ST or SC connector combined loss for any individual fiber shall be less than or equal to .5 db.

#### 2.7.3.10. Erosion Control

Type F-1 plain riprap – The areas to be protected shall be dressed approximately to the lines and grades shown on the plans prior to placing the riprap. The plain riprap graded so that the smaller stone is uniformly distributed throughout the mass, may be dumped over the area designated until the required 12 inch (12”) depth is attained. Hand and/or machine placing will be required as is necessary to deposit stones to the general lines and to the thickness shown on the plans.

This plan will be modified by SAHJ Manager as required.

#### 2.7.3.11. Sign Posts

Sign posts installed shall be plumb when driven into the ground 24 inches (24”) using a driving cap (Ductile Iron). Special instruction will be provided covering driving methods. (Do not install post with sign Pre-installed).

#### 2.7.3.12. Concrete Wall Cores

Manhole, pull boxes, tunnel and building penetration shall be made by use of a “Core Drill” and will be sleeved. All penetrations will be patched so that water, silt, etc. will not enter the tunnel or building.

Core drilling for conduit insertion shall be finished and sealed with water proof cement between the core drill wall and the new conduit to eliminate water seepage.

Core drilling for cable insertion shall be sealed and finished with 8 to 1 ratio expandable foam, 3M Scotchcast 4416 or State approved equivalent, between the core wall and the cable to eliminate water seepage.

#### 2.7.3.13. Vaults and Pull Boxes

Vaults and pull boxes are to be of the type specified herein.

Excavation shall be made to the required depth and the base upon which the vault or pull box is to be set, shall be compacted to a firm even surface.

All soft and unsuitable material shall be removed and replaced with 12” of aggregate coarse, type “A” material which shall be 100% passing 100%, 1 ½” durable crushed rock or limestone, free of excessive foreign matter, under the vault or pull box floor, thoroughly compacted.

The top of the vault and pull boxes are to be constructed in such a manner that the tops are flush with the adjacent ground line.

#### 2.7.3.14. Asphalt/Concrete Street Repair

Typical street repair to be used only if the Contractor is unable to push or bore under existing streets. Existing pavement is to be saw cut to a neat line with a minimum of 4'-0" cut.

If saw cut is within 4'-0" of existing pavement joint or crack, pavement repair shall be maintained at all times. All paving cuts are to be half-width as local and through traffic shall be maintained at all times.

#### 2.7.3.14.1. 4" Concrete Sidewall Repair

Typical sidewalk repair is to be used only if the Contractor is unable to push or bore under existing sidewalks.

When open 4" or 6" cable/conduit, trenching is required across existing sidewalks and conduit is not installed, sidewalk is to be saw cut to a neat line at the nearest joint. Minimum cut will be 4'-0".

All forming, placing and finishing shall be in accordance with Section 414.04 and Section 610.04 of the Oklahoma Department of Transportation Standard Specifications, Edition of 2009 and any subsequent revisions thereof.

#### 2.7.3.15. Pipe Repair

In the event that a damaged pipe is encountered, the damaged portion shall be removed and replaced per IAW Safety standards as outlined in the State of Oklahoma Labor Requirement, OSHA and Federal Safety Standards and Procedures. Repairs are to be made by excavating and exposing the pipe, including 18" on each end of the pipe.

Repair shall form a water-tight joint and, if pipe is steel, insulation from ground is required using polyguard #600 primer and #634 tape or State approved equivalent.

One ground wire type GW (REA type NQA, specification PE-85) consisting of a tinned solid #6 AWG copper conductor insulated with black polyvinyl chloride shall be welded to each end of the pipe using thermoweld connections, type 15-P (Continental Industries Inc., Tulsa, Oklahoma).

#### 2.7.3.16. General Plowing Requirements

Plowing cable includes the hauling of cable from storage area to work location and any cable handling required to properly install the cable in ground in accordance with State construction drawings or specifications.



Pre-ripping of the buried cable route shall precede all plowing and shall be made in the same direction as cable is to be plowed at a minimum depth 6 inches greater than the minimum cable depth required.

The plowing equipment shall be subject to the approval of the SAHJ (Project Manager) and the public railroad authorities having jurisdiction over highway and/or railroad right-of-ways.

The equipment and construction methods used by the Contractor shall be such as to cause minimum displacement of the soil. The slot made in the soil by the cable plows shall be closed immediately by driving a vehicle track or wheel over the slot or by other suitable means approved by the SAHJ (Project Manager).

Damage to banks, ditches and roads caused by the equipment shall be immediately repaired to the satisfaction of the SAHJ Project Manager and public authorities having jurisdiction over highway and railroad right-of-ways where involved.

Where cable is buried near the edge of pavement, the Contractor shall take particular care to avoid damaging the pavement. If such damage does occur, repairs shall be made immediately to meet the requirements of state or local authorities having jurisdiction over the pavement involved.

The Contractor shall promptly repair any damage to fences, lawns, shrubbery, drives and any other property damaged during construction. Each cable plow operation shall be equipped with a ground test meter for sheath fault testing. Testing for sheath faults shall be performed at the end of each day and the results provided to the SAHJ (Project Manager).

Underground objects encountered during plowing operations which could damage the cable shall be exposed for inspection by the Contractor at the discretion of the SAHJ (Project Manager).

#### 2.7.3.17. Cable Plow

The cable plow tractor shall be capable of delivering a minimum of 55,000 pounds (2.45 x 10 to the 5th N) drawbar pull at 1.2 MPH (1.93 km/hr) forward speed to bury the cable at the specified depth in soil.

Vibratory cable plows shall not be used. The equipment shall be capable of extending and offsetting the plow in order to maintain the required minimum depths and distances under all terrain conditions.

#### 2.7.3.18. Plowchute

The design of the plowchute shall be such that the buried cable passing through the plow shall not bind and shall not be bent in a radius less than 20 times the outside diameter of the cable and shall have a removable gate for the purpose of inspection. The plowshare shall have a hinged fair lead which shall be equipped with smooth, free-wheeling rollers or low friction surfaces to prevent damage to the fiber optic cable passing through.

The cable path inside the plowchute shall be free of burrs, sharp edges or excessive surface roughness. Welds shall be smooth.

#### 2.7.3.19. Pre-Rip Plow

The pre-rip plowing shall be accomplished with a pre-rip tractor capable of delivering a minimum of 55,000 pounds (2.45 x 10 to the 5th N) drawbar pull at 1.2 MPH (1.93 km/hr) forward speed and is capable of pre-ripping the buried cable at the specified depth in soil.

The Contractor shall exercise particular care in the use of trenching equipment and shovels in joining trenches to the slot made by the plow to be certain that the fiber optic cable is not damaged.

#### 2.7.3.20. Rock Excavating

Soil conditions shall be defined as rock where a pre-rip tractor capable of delivering a minimum of 55,000 pounds (2.45 x 10 to the 5th N) drawbar pull at 1.2 MPH (1.93 km/hr) forward speed, is incapable of ripping after two attempts at the specified depth, or when field conditions at the side show the existence of rock at a depth preventing the placement by trenching equipment of the cable at the depths required in construction drawings.

#### 2.7.3.21. Fence and Gate

Type II fence and gate construction shall be in accordance with Section 624 of the Standard Specifications for Highway Construction, Edition of 2009 and all subsequent editions.

#### 2.7.3.22. Cut and Repair – Asphalt Drive

Asphalt Drive Repair is for restoration of existing asphalt surfaces requiring opening for cable placement by either open trench or cable plowing.

Care shall be exercised so as not to cause undue under-breakage or shattering of the adjacent area and all removal is to be to neat lines.

All broken or damaged surfacing is to be removed and the trench thoroughly compacted prior to placement of new material.

Asphaltic pavement cut shall be replaced in kind and shall not be less than four (4) inches in depth. Hand spreading of the new material will be permitted and compaction shall be obtained by using mechanical tampers bringing the finished surface to the original line and grade.

All work to be performed in a neat and workmanlike condition, including cleanup and removal of all rubbish, excavated and discarded materials.

#### 2.7.3.23. Repair Drive – Crusher Run

Existing gravel surfaces cut or damaged by placement of the buried cable by open trench or cable plowing shall be reshaped and compacted to the original line and grade.

The new material “Crusher Run” aggregate, shall be placed over the re-compacted area and blended as required with the old material and re-compacted, bringing the surface to a neat and workmanlike condition.

All innerduct and locating wire will be installed at a minimum depth of forty-two inches below finished grade. The optical fiber warning tape shall be installed at a depth of eighteen inches above the innerduct. Where a minimum depth cannot be maintained, the innerduct shall be encased with a minimum of three inches of concrete or be installed in a galvanized steel conduit for a minimum of fifteen feet beyond the location where the minimum depth cannot be attained.

Where forty-two inches of depth cannot be maintained, the SAHJ shall be notified via telephone call and shall approve the change in depth prior to the trench being closed.

#### 2.7.4. Inside Plant Construction and Inside Emergency Restoration Methods

##### 2.7.4.1. Cable Handling

All cable being installed shall be handled with care and protected from being kinked. A kink is defined, for purposes herein, as violation of the manufacturer’s specified Minimum Bend Radius for each type cable involved. Cable shall not be formed into a condition that causes the outside sheath to wrinkle.

Unsheathed cable shall not be left exposed to the elements. Cable will be unrolled from the shipping spool, and not allowed to spill from the side of the spool.

##### 2.7.4.2. Pulling Cable in Conduit

When cable is being installed in conduit or innerduct, as the pull commences, the cable pulling lubricant shall be compatible with all cable jackets. (Excludes LSZH/LSHF cables. Use Polywater LZ instead.) The lubricant shall be UL or CSA listed. The lubricant shall contain no waxes, greases, silicones, or polyalkylene glycol oils or waxes. The amount and procedural use of lubricant shall be in accordance with the manufacturer's specifications, or a State approved equivalent is to be applied through the conduit opening to reduce tension on the pulling line.

On longer or larger cables, additional lubricating points may be required. The limiting factor during cable pulling varies with the size and length of the cable.

#### 2.7.4.3. Hanging and Laying in Trays

Cable being installed in tunnels or above ceilings shall be pulled and supported periodically to prevent cable sheath damage. Fiber Optic cables will be laid in cable trays on cable racks or attached to building walls as indicated on the Cable Map.

The Hilti 8mm fasteners (Pin DN32PO8) used to attach clamps and cable to building and tunnel walls shall be shot without concrete spalling.

If spalling is experienced, a Hilti DX-400 fastening tool equipped with a spalling attachment shall be used or holes shall be pre-drilled to a depth of ¾" to prevent spalling or use anchor, hammerdrive 3/16" x 7/8" (use 3/16" drill). (American Anchor Company) Cable and/or conduit attached to walls shall be clamped every 24 inches (24"). Horizontal and vertical cable runs shall be level and plumb. Feeder and distribution cables will be paralleling power cables throughout the system.

Maximum separation shall always be maintained at ceiling levels between power and communication cables.

The separation is necessary to provide maximum clearances for safety reasons and also, to provide separation to minimize any undesirable effects in the communications resulting from impedance.

Prior to placing communications cables, power cable impedance readings shall be taken to assure approved standards are being met. If a mismatch occurs between power cables, it shall not exceed national and/or local acceptable electrical standards.

If tests indicate corrective action is necessary, it should be performed prior to placing communications cables.

#### 2.7.4.4. Damage and Repair of Fiber

Every instance of damaged cable observed at any time, whether prior to installation in plant, occurring during construction, or discovered by test or observation subsequent to

installation in plant, shall immediately be brought to the attention of the SAHJ (Project Manager). The method of repair or correction of such damage shall be in accordance with the written instructions of the SAHJ (Project Manager).

Repair of all damaged cable shall be done under the direction of SAHJ and all associated costs due to damage by Supplier shall be at Supplier's expense.

Minor damage to the outer jacket of the cable observed prior to or occurring during construction shall be repaired as directed by the SAHJ (Project Manager).

Repair of Fiber Optic Cable damage shall include, but not be limited to the following:

- a.) Replacement of fiber optic cable
- b.) Cable placement costs
- c.) Splicing materials and labor
- d.) All materials required for placement

The length of cable replaced shall be at the direction of the SAHJ (Project Manager).

A handhold and 40 meters (131 feet) of cable (20 meters each side of damage) shall be required at all damage locations, including minor damage, unless otherwise specified by the SAHJ (Project Manager).

All open cable ends either placed or remaining on a cable reel shall have a cable cap placed on them. Cable Caps – Caps shall be molded neoprene with adjustable stainless steel band for tightening cap to cable. Cable Cap shall be equal or equivalent to "Cable Cap, 3/4", without valve", (ex. Reliable Electric/Utility Products, 11333 Addison Street, Franklin Park, IL. 60131).

#### 2.7.4.5. Communications Tower Repair and Maintenance

**Tower Lighting:** Respondent shall provide re-lamping of tower light fixtures on an as required basis at each site displaying obstruction lighting.

OMES has tower light systems on specific towers which requires annual relamping. The tower light alarm system shall be tested after re-lamping is completed. The Respondent shall provide replacement lamps. It is the responsibility of the Respondent to coordinate with the OMES and the OMES' tenants to provide a safe working environment for the replacement of lamps.

**General Site Maintenance:** Respondent shall provide general site maintenance, other than obstruction lighting billable at three separate technician-hour rates. The Respondent shall provide any necessary materials to complete the site maintenance and bill the materials,

as a separate line item. OMES shall provide written work assignments for each site for the Respondent to complete. The Respondent shall provide an estimated technician-hour requirement, applicable rate class, and materials list with estimated cost to complete each task to the OMES with a scheduled completion date. General maintenance includes power generation equipment, communications hut maintenance and fencing.

Schedule: All work shall be scheduled during normal working hours (Monday through Friday)

Maintenance Rate Classification: Respondent shall provide general maintenance labor at three separate technician-hour rate classifications. Rates to be bid are defined below:

Rate Class 1: Maintenance work from ground level to eight feet above ground level shall be classified Rate Class 1, also known as ground level maintenance.

Rate Class 2: Maintenance work eight feet above ground level and higher shall be classified as Rate Class 2, also known as high tower maintenance.

Rate Class 3: Maintenance that cannot be performed during the regular work week (Monday thru Friday, 8:00 A.M. to 5:00 P.M.) hours may be required by the Regents and classified as Rate Class 3, also known as emergency maintenance regardless of original rate class.

Hourly Rate: Each rate class of work shall be bid at a separate fixed hourly rate per technician submitted by the Respondent.

Respondent must be able to show proof of Competent Climber, and Rescue Training as well as example of OSHA safety and rescue plan for site work.

## **2.8. MATERIALS**

### **2.8.1. Wire (Category 3, 5e , 6, 6a or higher)**

Unless otherwise identified, all wire used on State projects will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and will be Category 5e or above, CMP rated, Unshielded Twisted Pair (UTP)/Shielded Twisted Pair (STP). The wire will be from a State authorized contract Supplier and recognized under the ANSI/TIA/EIA and BICSI Standards. The SAHJ can authorize the Supplier to procure cabling which is compatible

with previously installed material. The wire shall be from a recognized Certified Product Supplier (Leviton, Panduit, etc.) which offers a Certification Program for warranty.

#### 2.8.2. Optical Fiber

All optical fiber used on State projects will meet or exceed the requirements of ANSI/TIA/EIA 568-B.3 and will be identified per each project assigned. Single and Multi-mode fiber will be Laser Optimized, OFNP rated. The optical fiber shall be from a recognized Certified Product Supplier (Leviton, Panduit, Corning, etc.) which offers a Certification Program for warranty.

#### 2.8.3. Termination Hardware (Copper)

All copper termination hardware will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and will be Category 5e, 6 or 6a, standard pin out. All termination hardware used for UTP/STP will be from an approved State Supplier and will carry a five year (minimum) warranty. The successful Supplier will not mix manufacturer's products. The installation will be certified as a manufacturer certified installation on completion of the project.

#### 2.8.4. Terminations Hardware (Optical Fiber)

All optical fiber terminations will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and will be (identified by user) type connectors. All termination hardware used for the optical fiber will be from approved State Supplier and will carry a five year (minimum) warranty. The successful Supplier will not mix manufacturer's products. The installation will be certified as a manufacturer certified installation on completion of the project. Connectors may be the direct termination type or pigtail.

#### 2.8.5. Modular Jacks/Coupling

Each modular jack used on this contract will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1, B.2, and B.3 and will be installed using a standard type pin out for copper and an (user specified) coupling for each optical fiber. All modular jacks will be from the same manufacturer as the patch panels.

#### 2.8.6. Faceplates

Faceplates shall be (user specified) in gang type, color, and ports depending on the specific drawing specification. Surface mount locations may be required if requested by a State Customer. The faceplates shall have an identification strip on the upper space above the top port and on the lower space below the bottom port. Each port will be labeled in the center of the port on the faceplate.

#### 2.8.7. Patch Panels (Copper)

Each UTP/STP patch panel used on this project will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and B.2, T568-A pin out. The number of ports per patch panel will be identified by the designer for each project. The largest size patch panel will be in respect to the equipment rack and proposed wire management. Each modular jack to have a wire terminated will be labeled in accordance with ANSI/TIA/EIA 606-A. The patch panel will be identified by its position on the equipment rack. For example: where the patch panel is installed as the top one on the equipment rack, then it will be identified as patch panel 1, the second on the rack as patch panel 2 and so forth.

#### 2.8.8. Patch Panels (Optical Fiber)

Each optical fiber patch panel used will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and B.3. The number of ports per patch panel will be identified by the designer for each project. The largest size patch panel will be in respect to the equipment rack and proposed wire management. Each port to have a fiber terminated will be labeled in accordance with ANSI/TIA/EIA 606-A. The patch panel will be identified by its position on the equipment rack. For example: where the patch panel is installed as the top one on the equipment rack, then it will be identified as patch panel 1, the second on the rack as patch panel 2 and so forth. Should pigtail terminations be used, the specifications for the associated splice trays shall be the same as those used for the outside plant fiber.

#### 2.8.9. Wire Management Panels

Four types of wire management panels can be employed on projects. Front, rear, vertical and horizontal. The same company as the termination hardware will manufacture the wire management panels. Front, horizontal, wire management hardware can be of the type to provide “ring type” panels. Front, horizontal, wire management panel will be sized to occupy two rack spaces (2U) and will provide a minimum of two inches of depth for patch cords. Rear, horizontal wire management panels will be of the bar type that attaches to the rear side of the equipment rack. Both front and rear, vertical, wire management hardware will be the “ring type” that is provided in individual rings that can be mounted at the screw holes and provide a channel to facilitate the vertical organizing of either the wires or patch cords.

#### 2.8.10. Equipment Racks



Customer specified equipment racks will be employed on each project. Common type will be 84" high by 19" wide with six-inch deep channels. This type of rack will be floor mounted and attached to the nearest wall by a twelve-inch wide Flextray or equivalent wire tray. The tray will be mounted to the equipment rack perpendicular to the orientation of the equipment rack and permanently attached to the wall nearest to the rack or the wall where the wire comes down to the level of the rack regardless of whether the rack is mounted flush against the wall or not.

Spare capacity will be installed in each rack to provide twenty-five percent increases in termination hardware. This will include any active electronics specified herein.

#### 2.8.11. Grounding/Bonding

All grounding and bonding for this project will be in accordance with the requirements of J-STD- 607A and the 2008 edition of the National Electrical Code (or most current edition). All provisions contained in the two documents referenced contain sections where the words, should, would, could, etc. implies suggested actions. These references will be considered mandatory as part of this undertaking. Page six of J-STD-607A provides a general schematic for accomplishing this work and shall be followed by the successful Supplier in implementing the guidelines contained therein.

#### 2.8.12. Capitol Complex System Cabling

Each building will be equipped with both twisted-pair backbone cable and optical fiber backbone cable. They will be sized according to the SAHJ State specifications per project. The type of cable may be for a 'riser' application, requiring plenum-rated cable.

#### 2.8.13. Twisted-Pair Backbone Cable

The cable shall be equivalent to ARMM type, CMR/MPR, 24 AWG, loose bundled cable with an overall aluminum/steel shield bonded to the outer jacket.

#### 2.8.14. Optical Fiber Backbone Cable

Optical fiber backbone cable shall be sized by the State. Backbone cable shall be tight buffered cable from the BD of each building to each FD on each floor in each building. Where more than one FD is located on a floor, then each FD shall be served accordingly.

#### 2.8.15. Capitol Complex Intra-Building Cabling Termination

Termination hardware shall be provided for each pair/strand provided in the cable plant. Each pair/strand shall be terminated on each end on the appropriate hardware as outlined in the following sub-section.

#### 2.8.16. Twisted-Pair Cable Termination

Each pair on each end of each intra-building backbone cable shall be terminated on 110AA2-100-FT or 110AA2-300-FT terminal blocks mounted on the plywood backboard provided and mounted in each FD. 110-C5 clips shall be installed on each five pairs in the cable once terminated on the 110 terminal blocks.

#### 2.8.17. Optical Fiber Cable Termination

Each strand on each end of each intra-building backbone cable shall be terminated using a connector compatible with previously installed connectors. These connectors shall be housed in an appropriately sized optical fiber distribution center that will be mounted on an equipment rack. The optical fiber distribution center will be mounted using 'external star' star washers on every mounting screw. Sufficient connector panels in a twelve port configuration will be provided. Blank plates shall occupy any vacant connector panel spaces.

#### 2.8.18. Capitol Complex Inter-Building Cabling

Each building on the Capitol Grounds shall be provided with a 10Ω0, shielded, flooded, 24 AWG, twisted -pair, PE89 outside plant cable sized in accordance with the building's internal pair requirements.

In addition, each building on this project may be provided with optical fiber cables. Where cost effective, 'Composite' or 'hybrid' cables may be allowed on each individual projects.

#### 2.8.19. Inter-Building Optical Fiber Cable

All optical fiber cable used for outside plant on a project shall be dielectric cable (no metallic components whatsoever). Each cable shall be rated as OFNR and shall be a loose tube construction flooded to prevent the intrusion of water into the cable assembly.

#### 2.8.20. Multimode Optical Fiber Cable

This cable shall be manufactured to provide transmission, bandwidth and performance in accordance with ANSI/TIA/EIA-568-B.1 and B.3.

Each strand of multimode cable shall be 50/125µm, loose tube and rated to provide as a minimum the following parameters: 850nm 3.0dB/Km 500MHz

1300nm 1.0dB/Km 500MHz

#### 2.8.21. Single-Mode Optical Fiber Cable

This cable shall be manufactured to provide transmission, bandwidth and performance in accordance with ANSI/TIA/EIA-568-B.1 and

B.3. Each strand of single mode cable shall be 8.3/125µm, loose tube and rated to provide as a minimum the following parameters: 1310nm 0.5dB/Km

1550nm 0.5dB/Km

#### 2.8.22. Capitol Complex Inter-Building Cabling Termination

Termination hardware shall be provided for each pair/strand provided in the cable plant. Each pair/strand shall be terminated on each end on the appropriate hardware as outlined in the following sub-section.

#### 2.8.23. Twisted-Pair Cable Termination

Each pair on each end of each intra-building backbone cable shall be terminated on or spliced to a listed Building Entrance Protector housing of 25, 50 or 100 pair configuration. They shall be equivalent to a Circa Model No. 1880B1-25, 50 or 100 and shall be mounted on the plywood on the wall of the Entrance Facility Room in each building on each end of the cable.

At the Capitol Complex, protector housings will be installed in sufficient quantity to provide for the termination of each pair in each cable entering the building. They shall be rack mounted on (designer specified) type protector frames designed specifically to accept these protectors. The termination stubs shall be routed to 110AA2 hardware mounted on the opposite side of the double-sided frame. Mount the new frames directly in line with the existing frames in the CD building.

Each pair in each protector housing shall be equipped with Circa Model Number C3B1S-30 protector module.

#### 2.8.24. Optical Fiber Cable Termination

Each strand on each end of each intra-building backbone cable shall be terminated using a connector type designated by the State. These connectors shall be housed in an appropriately sized optical fiber distribution center that will be mounted on an equipment

rack as described in Section 3.7. The optical fiber distribution center will be mounted using 'external star' star washers on every mounting screw. Sufficient connector panels in a twelve port configuration will be provided. Blank plates shall occupy any vacant connector panel spaces.

#### 2.8.25. UTP/STP Patch Cords

Sufficient Category 5e, 6, 6a or higher patch cords will be provided, but not installed, to allow for future installation of each port in the electronics provided. The patch cords will be provided in lengths appropriate to facilitate minimum cordage required to terminate the electronics to the distribution system. All excess lengths of cordage will be stored in the vertical wire management on the front of the equipment racks.

#### 2.8.26. Optical Fiber Patch Cords

Sufficient optical fiber patch cords will be provided and installed, to allow for installation of each connector pair provided. The patch cords will be provided in lengths appropriate to facilitate minimum cordage required to terminate the electronics to the optical fiber distribution system. All excess lengths of cordage will be stored in the vertical wire management on the front of the equipment racks.

### 2.9. TESTING

#### 2.9.1. Cabling Testing

Each pair/strand of each intra-building backbone cable shall be tested and the tests results documented in a format that can be provided to the customer in both electronic and hard copy in accordance with Section 3.19 of this RFP. Testing all media is considered a part of normal Supplier installation process.

#### 2.9.2. Twisted-Pair Backbone Cable Testing

Each pair in each intra-building backbone cable shall be tested using a comparable tester for all possible performance problems. This shall include a TDR scan of the cable pair that will be included as part of the test results provided in the As-Built Package under Section 11 of this RFP. The test results shall be provided to the customer as stated above.

#### 2.9.3. Inter-Building Cable Testing

Each pair/strand of each inter-building backbone cable shall be tested and the tests results documented in a format that can be provided to the customer in both electronic and hard copy.

#### 2.9.4. Twisted-Pair Backbone Cable Testing

Each pair in each inter-building backbone cable shall be tested using a Level III tester that meets or exceeds the requirements of ANSI/IA/EIA 568-B.1 and B.2 for all possible performance problems. This shall include a TDR scan of the cable pair that will be included as part of the test results provided in the As-Built Package under Section 3.19 of this RFP. The test results shall be provided to the customer as stated above

#### 2.9.5. Optical Fiber Backbone Cable Testing

Each strand in each inter-building backbone cable shall be tested using an optical light source and power meter at both the 850 nm and 1300 nm wavelengths for multimode cable and 1310 nm and 1550 nm wavelengths for single mode cable from both ends of the cable. The results shall be provided to the customer as stated above.

#### 2.9.6. UTP/STP Testing

Each Category 5e/6or 6a, or higher, wire will be tested using a Level III tester that meets or exceeds the requirements of ANSI/TIA/EIA 568-B.1 and B.2. Each wire will be tested in the “Permanent Link” configuration. The results will be stored in the tester and downloaded to a CD and included in the AS-Built package. A representative of the State may witness the downloading and storage of the files upon request. In addition, a copy of the results will be provided to the customer in the form of a CD or hardcopy upon request. The utility program employed by the manufacturer of the tester will be made available and loaded on a State PC for future review of downloaded files.

#### 2.9.7. Optical Fiber Testing

Each optical fiber will be tested using a light source and power meter that meets or exceeds the requirements of ANSI/TIA/EIA 568-

B.1 and ANSI/TIA/EIA 526-7 and ANSI/TIA/EIA 526-14A. Each fiber will be tested at both the 850 nm and 1300 nm window. The results will be stored in the tester and downloaded to a CD and included in the AS-Built package. A representative of the State may witness the downloading and storage of the files upon request. In addition, a copy of the results will be provided to the customer in the form of a CD or hardcopy upon request. The utility program employed by the manufacturer of the tester will be made available and loaded on a State PC for review of downloaded files.

### 2.9.8. End-to-End Testing

If a State customer or its agent request END-TO-END testing the following procedures will be used. Upon completion of the copper and optical fiber testing, the circuits will be configured using the copper or optical fiber patch cords. Once they are configured, the customer will install the LAN's file server on the network and provide a PC equipped with a network interface card for use by the Supplier in testing each optical fiber installed, terminated and tested. The Supplier will attach the PC to each cable, patch up the port to the associated hub and test the port's capability to communicate with the file server.

During these tests, a representative of the State of Oklahoma shall be present to witness the tests unless otherwise agreed to by the agent or customer. The Supplier may also request a waiver which shall be in writing or the provisions of END-TO-END TEST may apply at a later date. Any modification of these requirements shall also be in writing.

## 2.10. LABELING

### 2.10.1. Labeling

All labeling of all wire/cable/equipment will be done in conformance with ANSI/TIA/EIA 606-A. As a minimum, each wire/cable installed will be labeled at each end of the wire/cable using a "flag" label in an area visible from the point of termination. At the faceplate end, the label can be concealed behind the faceplate but shall be readily accessible should the faceplate be removed from the point of attachment. At the patch panel location, the label will be attached to the cable between the point of termination on the patch panel and the vertical run on the equipment rack. It shall be visible in the bundle at the point of installation.

The cable will have a distinct identifier that is unique throughout the building. It will indicate the origination point, termination point and cable number. An example for a horizontal wire is: CD001/R1.1.56/WA205/V1, where the wire originates at the Telecommunications Room 001 on patch panel 1, port 56; terminates at work area 205, modular jack position Voice 1. An authorized representative of the State, prior to implementation, must approve any labeling scheme employed.

## 2.11. AS-BUILT PACKAGE

### 2.11.1. As-Built Requirements

The successful Supplier will provide an as-built package at the completion of each project. This package shall include as a minimum the following items:

- Updated drawings with any changes implemented
- Any routes of any wire/cables installed
- Test results for UTP/STP testing (as applicable)
- Test results for optical fiber testing (as applicable)
- Facility Assignment Records (FAR's)
- Rack elevation layouts (indicating all hardware installed)
- Warranty Package to include dates (Product Warranty)
- Telecommunications floor plans indicating the location of any racks installed
- Certificate of Acceptance
- Summary sheet of test results for quick reference

Test results shall be provided as indicated in the testing sections of this specification.

Drawings provided to the Suppliers at the site survey conference can be used as the basis for any as-built. If changes are noted in the field, they shall be indicated on the Supplier's updated drawings. The updated drawings shall be provided to the State of Oklahoma in electronic format and hard copy (in color).

FAR's are records indicating the assignment and patch up of all UTP/STP and optical fiber ports activated during the project. They can be formatted on electronic media using an Excel spreadsheet or other cable management software and shall include hard copies of each record.

Rack elevation drawing, wall elevation drawings and all other drawings shall be provided to the State in electronic format (Microsoft Visio, AutoCAD®, Adobe PDF, Microsoft Visio) and hard copy (in color if applicable).

At the time the as-built package is submitted, written proof of the Supplier applying to the manufacturer for "certification" of the installation shall be included along with an estimated date of receipt of final certification from the manufacturer. If required by the manufacturer, a factory representative can visit the installed locations for on-site inspection of the installation. The visit shall be coordinated with the SAHJ prior to being scheduled.

## **2.12. INSPECTION**

#### 2.12.1 Inspection, Acceptance and Title

Inspection and Acceptance will be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Supplier until acceptance by the State unless loss or damage result from negligence by the State. If the materials or services supplied to the State are found to be defective or not conform to the specifications, the State reserves the right to cancel the contract upon written notice to the Supplier and return products at the Supplier's expense based upon the terms of the Contract.

The State of Oklahoma shall at all times have access to the work in preparation or progress and the Supplier shall provide proper facilities for such access and for inspection.

Upon request the Supplier shall not close up any work until the State has inspected the work. Should the Supplier close up the work prior to inspection by the State, the Supplier shall uncover the work for inspection by the State at no cost to the State and then recover the work according to the specification(s) contained herein.

The Supplier shall notify the State in writing when the work is ready for inspection. The State will inspect the work as expeditiously as possible after receipt of notification from the Supplier. Any delay experienced by the Supplier due to delayed response from the State will not be held against The Supplier in determining success of meeting established deadlines.



## **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 State 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.

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 Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- 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](http://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](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  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel  
2401 North Lincoln Boulevard, Suite 116  
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 statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental 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 transactions under a statewide contract. The payment of such fee will be calculated for all transactions, 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, transactions 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](mailto:strategic.sourcing@omes.ok.gov);
- ii. Quarterly submission regardless of whether there were transactions 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 transaction 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  
2401 North Lincoln Boulevard, Suite 116  
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/services/information-services/accessibility-standards>. 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](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 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 3<sup>rd</sup> 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 E1 to  
STATE OF OKLAHOMA CONTRACT WITH Telco Supply Company  
RESULTING FROM SOLICITATION NO. 0900000503**

The Pricing is hereby amended to include the terms as set forth below and supersedes all prior documents submitted by Telco Supply Company or discussed by the parties.

Oklahoma SW1030  
Pricing Template - Cable Install, Repair, Relocate & Tower Services  
Travel charges are to be included in regional pricing.

Cabling Services (price per pull) Labor Only						
Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.	South Central Region	Northeast Region	North Central Region	Northwest Region	Southwest Region	Southeast Region
0-10 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
11-50 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
51-100 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
101-200 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
Over 200 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
Cat 6A cable - installed, terminated, tested and labeled including wall plate, jack and certification report.	South Central Region	Northeast Region	North Central Region	Northwest Region	Southwest Region	Southeast Region
0-10 Pulls						
0-150 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
151 300 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
11-50 Pulls						
0-150 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
151 300 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
51-100 Pulls						
0-150 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
151 300 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
101-200 Pulls						
0-150 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
151 300 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
Over 200 Pulls						
0-150 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
151 300 feet	\$ 243.08	\$ 303.85	\$ 303.85	\$ 911.55	\$ 303.85	\$ 303.85
Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 2 Strand maximum	South Central Region	Northeast Region	North Central Region	Northwest Region	Southwest Region	Southeast Region
0-10 Pulls						
0-150 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
151 300 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
11-50 Pulls						
0-150 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
151 300 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
51-100 Pulls						
0-150 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
151 300 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
101-200 Pulls						
0-150 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
151 300 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
Over 200 Pulls						
0-150 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
151 300 feet	\$ 510.77	\$ 571.54	\$ 571.54	\$ 1240.01	\$ 571.54	\$ 571.54
Coax Cable for Video Distribution (CATV, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested and labeled including wall plate, jack and certification report.	South Central Region	Northeast Region	North Central Region	Northwest Region	Southwest Region	Southeast Region
0-10 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
11-50 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
51-100 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
101-200 Pulls						
0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
Over 200 Pulls						

0-150 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
151 300 feet	\$ 212.70	\$ 273.47	\$ 273.47	\$ 881.16	\$ 273.47	\$ 273.47
<b>Cabling Services (price per pull) Labor and Materials</b>						
<b>Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>	<b>South Central Region</b>	<b>Northeast Region</b>	<b>North Central Region</b>	<b>Northwest Region</b>	<b>Southwest Region</b>	<b>Southeast Region</b>
<b>0-10 Pulls</b>						
0-150 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
151 300 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
<b>11-50 Pulls</b>						
0-150 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
151 300 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
<b>51-100 Pulls</b>						
0-150 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
151 300 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
<b>101-200 Pulls</b>						
0-150 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
151 300 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
<b>Over 200 Pulls</b>						
0-150 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
151 300 feet	\$212.70 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$881.16 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%	\$273.47 + Materials at Cost Plus 20%
<b>Cabling Services Only - NTE per hour rates</b>	<b>South Central Region</b>	<b>Northeast Region</b>	<b>North Central Region</b>	<b>Northwest Region</b>	<b>Southwest Region</b>	<b>Southeast Region</b>
Cabling Technical Support - Standard	\$65.00	\$65.00	\$65.00	\$97.50	\$65.00	\$65.00
Cabling Technical Support - Non Standard	\$97.50	\$97.50	\$97.50	\$146.25	\$97.50	\$97.50
Cabling Project Manager - Standard	\$65.00	\$65.00	\$65.00	\$97.50	\$65.00	\$65.00
Cabling Design Support - Non Standard	\$97.50	\$97.50	\$97.50	\$146.25	\$97.50	\$97.50
Cable Removal - Standard	\$60.77	\$60.77	\$60.77	\$91.16	\$60.77	\$60.77
General Labor - Standard	\$60.77	\$60.77	\$60.77	\$91.16	\$60.77	\$60.77
General Labor - Non Standard	\$91.16	\$91.16	\$91.16	\$136.73	\$91.16	\$91.16

**\*\*INSIDE PLANT HOURLY RATE FOR TECHNICAL SERVICES AS STATED PER AREA\*\***

	2021-2022		2022-2023		2023-2024		2024-2025		2025-2024	
	Year 1		Year 2		Year 3		Year 4		Year 5	
Location	Standard	Overtime	Standard	Overtime	Standard	Overtime	Standard	Overtime	Standard	Overtime
OKC	\$57.39	\$86.10	\$59.11	\$88.69	\$60.89	\$91.34	\$62.71	\$94.08	\$64.59	\$96.90
Tulsa	\$60.77	\$91.16	\$61.80	\$93.89	\$63.65	\$96.71	\$65.56	\$99.61	\$67.53	\$102.60
Statewide	\$60.77	\$91.16	\$61.80	\$93.89	\$63.65	\$96.71	\$65.56	\$99.61	\$67.53	\$102.60

Material provided by vendor shall be at verifiable vendor cost plus an amount not to exceed 20%

Year 1 annual maintenance at the end of the warranty period will not exceed the fees identified and if the state elects maintenance and support after Year 1, the annual renewal fees shall not increase more than the lower of the CPI% or 3% (whichever is less) over the previous year's annual renewal fee.

**Attachment E2 to  
STATE OF OKLAHOMA CONTRACT WITH Telco Supply Company  
RESULTING FROM SOLICITATION NO. 0900000503**

**Requested Exceptions to Terms**

Telco Supply Company did not take any exceptions.