



**STATE OF OKLAHOMA CONTRACT WITH BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA (OU)**

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Department of Environmental Quality (“State”) and Board of Regents of the University of Oklahoma (OU) (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”).

Contract Terms:

The initial Contract term, which begins on the effective date of the Contract, is one (1) year and there are three (3) one-year options to renew the Contract. The contract may be renewed at the same terms and conditions but does not automatically renew. Funds are encumbered per year and renewals will institute through an amendment.

Purpose

The State is awarding the Contract to Supplier for a qualified research university-led Team of scientists and professionals with experience in the State for the purpose of defining the Study scope and conducting work necessary to complete data collection and the development of the Blue River-Little Blue Creek Stream Health Assessment Study, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, vendor documents or confidentiality requests. Supplier did include a best and final offer. This Contract Document 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 the Contract. 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. Attachment A - Solicitation;
 - 2.2. Attachment B - General Terms;
 - 2.3. Attachment C - Agency Terms;
 - 2.4. Attachment D - Reserved;
 - 2.5. Attachment E1 -Pricing;
 - 2.6. Attachment E2 – Value Add; and
 - 2.7. Attachment F - Requested Exceptions.

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.
 - 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
4. The parties recognize that while the State of Oklahoma is executing this contract, payment obligations rest solely with the Oklahoma Department of Environmental Quality and OMES shall not be responsible for such. Please send invoices and billing inquiries to:

Oklahoma Department of Environmental Quality
Attn: Accounts Payable
707 N Robinson Ave,
Oklahoma City, OK 73102
Invoice Email: accountspayable@deq.ok.gov
5. Additionally, both parties acknowledge and agree that the Supplier has answered the questions posed in section two (2), Attachment A via its PowerPoint Presentation during the interview process. Therefore, both parties agree that the Supplier's responses suffice the State's request.
6. 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.

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SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

STATE OF OKLAHOMA
by and through the DEPARTMENT OF
ENVIRONMENTAL QUALITY :

BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA (OU)

By: *Kathy Aebischer*
Kathy Aebischer (Apr 4, 2025 08:41 CDT)

By: *LESLIE FLENNIKEN KELLY*
LESLIE FLENNIKEN KELLY (Apr 4, 2025 08:33 CDT)

Name: Kathy Aebischer

Name: Leslie Flenniken Kelly

Title: Director of Administrative Services

Title: Associate Director, Office of Research Services

Date: Apr 4, 2025

Date: Apr 4, 2025

The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By: *Amanda Otis*
Amanda Otis (Apr 4, 2025 11:01 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Apr 4, 2025

ATTACHMENT A
SOLICITATION NO. EV00000546

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 on behalf of the Oklahoma Department of Environmental Quality for a qualified research university-led Team of scientists and professionals with experience in the State for the purpose of defining the Study scope and conducting work necessary to complete data collection and the development of the Blue River-Little Blue Creek Stream Health Assessment Study.

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 three (3) one-year options to renew the Contract. The contract may be renewed at the same terms and conditions but does not automatically renew. Funds are encumbered per year and renewals will be instated through an amendment.

2. Supplier Experience Survey

Section 1: COMPANY INFORMATION

Vendor name (or branch office): Click or tap here to enter text.

Vendor name if a branch or subsidiary office: Click or tap here to enter text.

Year Established: Click or tap here to enter text.

Business Mailing address: Click or tap here to enter text.

City: Click or tap here to enter text. State: Click or tap here to enter text. ZIP code: Click or tap here to enter text.

Former vendor/branch office name(s) (if any) and year each established: Click or tap here to enter text.

Specific type of ownership: Click or tap here to enter text.

Section 2: COMPANY PROFILE

Vendor type: Click or tap here to enter text.

List all related licenses or certificates of authority: Click or tap here to enter text.

Primary point of contact name: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text. Phone: Click or tap here to enter text.

Secondary point of contact name: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text. Phone: Click or tap here to enter text.

Present offices (all offices include headquarters or foreign branches): Click or tap here to enter text.

Location: Click or tap here to enter text. total personnel: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Total personnel (all offices include headquarters or foreign branches): Click or tap here to enter text.

Vendor's project experience (up to last five years):

Project name	Project type	Contract amount	Complete or ongoing	Owner organization	Owner contact
			<input type="checkbox"/> Complete <input type="checkbox"/> Ongoing		
			<input type="checkbox"/> Complete <input type="checkbox"/> Ongoing		
			<input type="checkbox"/> Complete <input type="checkbox"/> Ongoing		
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			<input type="checkbox"/> Complete <input type="checkbox"/> Ongoing		
			<input type="checkbox"/> Complete <input type="checkbox"/> Ongoing		

List the categories of work your company normally performs with its own forces (does not include subcontractors or other secondary employment)

Claims and suits (if you answer Yes to any of these questions, you must attach details to this form to remain considered for the registration process.):

1. Has your organization ever failed to complete any work awarded to it? Yes No

2. Are there any judgments, claims, arbitration proceedings, mediations, or suits (both pending or outstanding) against your organization or its officers? Yes No

3. Has your organization filed any lawsuits, mediations, or requested arbitration regarding construction or related contracts within the last five years? Yes No

4. Has any officer or principal within your organization been an officer or principal of another organization when it failed to complete a construction or related project in the last five years?
 Yes No

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract document in connection with the Contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise Services.

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 Amendment. 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 Amendment;
- B.** terms contained in this Contract document
- C.** any Contract-specific State terms including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** any applicable Solicitation;
- 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 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 Amendment.

- 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 Amendment. 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.
- 3.3 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.
- 3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.5 To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a

conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

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 **Amendment** means a mutually executed, written modification to a Contract document.
- 4.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.5 **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.
- 4.6 **Customer** means the governmental entity receiving goods or services contemplated by the Contract.
- 4.7 **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.
- 4.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 4.9 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

- 4.10 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees, and designees thereof.
- 4.11 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.12 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.
- 4.13 OAC** means the Oklahoma Administrative Code.
- 4.14 OMES** means the Office of Management and Enterprise Services.
- 4.15 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.16 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.
- 4.17 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.
- 4.18 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.
- 4.19 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.

4.20 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 260:115-9-1, 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 notice of cancellation and includes 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 \$2,000,000 per occurrence;

- C. Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D. If the Supplier will access, process, or store state data, then 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
- E. 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 Supplier's 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, Supplier's 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 2 C.F.R. part 376 in connection with Debarment, Suspension and other responsibility matters;
- D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations.

As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at <http://www.dhs.gov/E-Verify>. 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's 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 Contract.
- 11.8** 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 the Supplier.

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 13.1 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 service.

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 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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 Contract or 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 The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.

18.4 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.

18.5 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 260:115-9-1 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 nor 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 N. Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Second Floor
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. §85.7(F), 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. The State expressly declines any terms that minimize its rights under Oklahoma

law, including but not limited to, Statutes of Limitations.

26.2 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.

26.3 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.

26.4 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.

26.5 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. 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) pricing 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.

26.6 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.

26.7 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.

26.8 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.

26.9 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.

26.10 Section Headings

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

26.11 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.

26.12 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.

26.13 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.

26.14 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.

26.15 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.

I. DEFINITIONS

Definitions: As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

Environmentally Preferable Goods And Services (EPGS): are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services that serve the same purpose. Environmentally preferable goods may also have one or more of the following characteristics: reduced packaging, ease of reuse, refurbishment, remanufacture, or recycling at end of life, reduction of greenhouse gas emissions and air contaminants, improved energy and water efficiency, use of alternative sources of energy and fuels, reduced waste, and practices that support reuse and recycling, use of renewable resources, reduced exposure to toxins and hazardous substances, and promote practices that support and sustain healthy communities and social.

Mandatory And Non-Mandatory Terms: Whenever the terms “shall”, “must”, “will”, or “is required” are referred to is a mandatory terms. Failure to meet any mandatory will result in noncompliance. Whenever the terms “can”, “may”, or “should” are referred to be a desirable item and preferred by DEQ but will not result in noncompliance.

Oklahoma Department of Environmental Quality (DEQ): also referenced as the agency. DEQ is organized according to operational needs identified by the statutory responsibilities outlined in it empowering legislation. The organization consists of the Office of Executive Director, Administrative Services Division, and five technical divisions, each of which is responsible for the management of specific environmental program areas:

Office of the Executive Director: composed of the Office of the Executive Director (OED), the Office of General Counsel (OGC) and the Office of External Affairs (OEA). OED proper is responsible for management decisions affecting the Department as a whole, final Departmental policy, final issuance of major permits and enforcement orders, and governmental relations. OGC counsels DEQ employees on legal matters related to operation of the agency, including laws, regulations, court opinions, and enforcement actions. OEA manages a customer assistance program, media relations, social media functions, and general educational outreach for the Department.

Administrative Services Division (ASD): manages the support functions of the agency, including the Financial Management, Human Resources, Training, Central Records and Building Management.

Air Quality Division (AQD): responsible for implementing the state and federal Clean Air Acts by laying out requirements and strategies for reducing emissions and improving air quality. This includes compliance, enforcement, emissions inventory, quality assurance monitoring, analysis and permitting.

State Environmental Lab Services Division (SELS): responsible for providing services both inside and outside the agency. The organic and inorganic chemistry laboratories provide analytical support to the various programs within DEQ to other state agencies, and to public water supply systems of the state. The Laboratory Accreditation Unit operates an accreditation program for in-state and out-of-state environmental laboratories.

Water Quality Division (WQD): responsible for implementing the state and federal Clean Water Acts by laying out requirements and strategies for reducing water pollution and improving water quality. WQD operates programs for water supplies, source water protection, sludge disposal and municipal and industrial water pollution control. These programs include review of plans and specifications, permitting, tracking, compliance, enforcement, water quality planning, training and certification, and complaint resolution activities. WQD provides licensing and regulation of municipal water and wastewater operations.

Land Protection Division (LPD): responsible for inspecting and permitting hazardous waste and solid waste treatment, storage and disposal facilities, manages radioactive materials, restores contaminated land to safe and useful conditions and also coordinates agency environmental education.

Environmental Complaints and Local Services Division (ECLS): responsible for receiving and resolving environmental complaints from citizens of Oklahoma. Complaints are received in the 24 field offices and by the 24/7 environmental complaints hotline. ECLSD also responds to environmental emergencies, such as spills of hazardous materials and natural disasters. Other responsibilities include response to citizen request for private well inspections, percolation and soil profile tests, and inspections of individual sewage disposal systems; licensing and regulation of septic tank installers and septic tank cleaners; and multi-media inspections of facilities across the state, including water supplies, water pollution control

II. REFERENCE WEBSITES:

- i. DEQ - <http://www.deq.state.ok.us/>
- ii. Oklahoma Office on Management and Enterprise Services: <https://omes.ok.gov/>
- iii. United States Environmental Protection Agency - <https://www.epa.gov/>
- iv. Americans with Disabilities Act (ADA) - <https://www.dol.gov/general/topic/disability/ada>
- v. United States Department of Labor: <https://www.dol.gov/>
- vi. Oklahoma Department of Labor: <https://www.ok.gov/odol/>

III. GENERAL PROVISIONS

Energy Conservation: Oklahoma is an energy conservation State and we welcome any comments on the Suppliers response that would indicate energy savings

Environmental Conservation: Oklahoma is an energy conservation State and we welcome any comments on the Suppliers response that would indicate environmental protection and conservation to the State. Suppliers shall use EPGS products. IF EPGS products are not available, supplier shall right a justification on why they are not used.

Damages And Equipment: All work performed by Contractor's personnel shall be designed to preclude damage or disfigurement. Damage and/or loss to property of DEQ property of DEQ staff and property of guests and/or neighboring property, as a result of negligence or intent by Contractor, or Contractor's personnel shall be at Contractor's expense. All replacements and repair will be at the current cost, and paid by the Contractor. DEQ shall not be held responsible for any of Contractor's property and/or Contractor's personnel's property including major equipment which may be lost, damaged, or stolen unless such loss, damage or theft is due to the negligence or intent of DEQ's employees or agents. repair of damage to property of DEQ, property of DEQ staff and guests, or neighboring property, as a result of negligence or intent by supplier, or supplier's employee s shall be at supplier's expense. All replacements and repair will be at the current cost, and paid by the Supplier.

Proper Invoice: An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or AccountsPayable@deq.ok.gov . Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.

Unauthorized Obligation: At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

V. PERSONNEL REQUIREMENTS

All manpower necessary to fully satisfy the requirements of this contract shall be provided by Contractor. Contractor shall only employ qualified personnel who are proficient in performing assigned tasks using modern tools, methods and techniques.

Employment Relationship: The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

Changes To Key Personnel And Subcontractors: It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor agrees that once assigned to work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice to the DEQ. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the DEQ, and shall, subject to the concurrence of the DEQ, replace such personnel with personnel of substantially equal ability and qualifications.

Conduct On Government Property: Contractor, Contractor's Personnel and Subcontractors shall follow the rules below while working on government property:

- i. Contractor personnel shall present a neat, clean and well-groomed appearance at all times.
- ii. Contractor will provide uniforms or visible identification to personnel to be worn on DEQ property during normal business hours.
- iii. Contractor shall ensure that employees are available for each shift. When Contractor's personnel fail to report, the contractor will provide a replacement. The contractor will provide DEQ with the names and telephone numbers of equivalent representatives who are authorized to provide replacement personnel. DEQ must be able to reach contractor's competent representative within 30 minutes and shall not be required to call more than three phone numbers in order to make contact.
- iv. Contractor and Contractor's personnel shall not be under the age of 18 years.
- v. Due to the increase of violence in the work place, The Contractor and all Contractor's personnel shall meet the following requirements. The Contractor and Contractor's personnel shall have no history of a violent offense, and not be on probation for any criminal offense. In the event an employee is convicted of a violent act, or put on probation for any criminal offense, The Contractor and Contractor's personnel shall notify DEQ immediately and dismiss the employee from duties at DEQ.
- vi. Contractor and Contractor's personnel must have a valid photo identification card and driver's license or other state or federally issued legally accepted identification documents and driver's license
- vii. Contractor and Contractor's personnel are prohibited from having firearms or other weapons in their possession, whether licensed or not'.
- viii. DEQ reserves the right to require the contractor to remove any of Contractor's personnel from DEQ Property, who endangers persons or property, displays impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of DEQ.

Terms and Conditions

- ix. Eating or smoking by Contractor and Contractor's personnel while in the performance of their duties shall be prohibited. Smoking is prohibited by state law in, on or within 25 yards of state property.
- x. If Contractor and Contractor's personnel are allowed a break or lunch period during the course of their duties eating will be allowed in designated areas only.
- xi. Contractor and Contractor's personnel are prohibited from possessing controlled substances or intoxicating beverages while on duty.
- xii. Contractor and Contractor's personnel must treat DEQ Employees and/or visitors in a friendly and courteous professional manner at all times. Profanity will not be tolerated.

V. Cone of Silence

Cone of Silence as used herein, means a prohibition of any communication regarding a particular Request for Information ("RFI") ,Request for Proposal ("RFP"), Request for Qualification ("RFQ") , Solicitation or bid. Upon advertising the Cone of Silence is enforced and prohibits all communication with outside parties and Agency employees to attempt to influence the purchasing decision. The Cone of Silence prohibits any communication regarding RFPs, RFQs or Bids between or among:

- Potential vendors, service providers, bidders, or consultants and Agency employees.
- Potential vendors, service providers, bidders, or consultants and any member of the Board, the Executive Directors, or their respective staff and members of the respective selection committee.

The provisions do not apply to:

- Verbal communications with Chief Procurement Officer, Certified Procurement. Officers, or Purchasing Agents, provided the communication is limited strictly to matters of process or procedure contained in the solicitation document as instructed by the advertised solicitation packages.
- Verbal communication at pre-proposal or pre-bid conferences.
- Presentations before selection committees.
- Contract negotiations during duly noticed public meetings.
- Public presentations made to the Executive Directors and/or Board members during a duly noticed public meeting.
- Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer's or bidder's, RFP, RFQ, Solicitation or bid award voidable.

Any person having personal knowledge of a violation of these provisions shall report such violations to the Agency General Counsel and the Chief Procurement Officer.

The Cone of Silence applies to any and all potential subcontractors as well.

ATTACHMENT D

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**Attachment E1 to
STATE OF OKLAHOMA CONTRACT WITH BOARD OF REGENTS OF THE UNIVERSITY OF
OKLAHOMA (OU) RESULTING FROM SOLICITATION NO. EV00000546
Pricing Sheet**

CATEGORY	DESCRIPTION	2025	2026	2027	2028	Total	AVERAGE CATERORY COST
Senior Personnel	Pis and Co-Pis	\$ 11,688	\$ 36,871	\$ 37,976	\$ 25,543	\$ 112,078	\$ 28,019.50
Other Personnel	Postdocs, Grads, Undergrads, Other Professionals	\$112,384	\$ 146,683	\$ 151,084	\$ 81,255	\$ 491,406	\$ 122,851.50
Travel	Travel to and from site, per diem, etc.	\$ 2,500	\$ 7,500	\$ 7,500	\$ 3,600	\$ 21,100	\$ 5,275.00
Materials & Supplies	General materials/supplies for collection, analysis,	\$ 5,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 30,000	\$ 7,500.00
Tuition Remission	Student tuition fee	\$ 16,536	\$ 33,072	\$ 33,072	\$ 16,536	\$ 99,216	\$ 24,804.00
IDC	Indirect Costs (calc. @ 26% of MTDC Base)	\$ 34,209	\$ 52,274	\$ 53,706	\$ 30,003	\$ 170,192	\$ 42,548.00
						\$ 923,992	

**Attachment E2 to
STATE OF OKLAHOMA CONTRACT WITH BOARD OF REGENTS OF THE UNIVERSITY
OF OKLAHOMA (OU) RESULTING FROM SOLICITATION NO. EV00000546
Offer of Value Added Products and/or Services**

As previously mentioned, the expertise of Drs. William Matthews and Edie Marsh-Matthews will be provided gratis as unpaid volunteers per the letter included on the next pages.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

William J. Matthews (PhD) and Edie Marsh-Matthews (PhD)

401 S. May Avenue

Newcastle, Oklahoma 73065

William cell 405-227-4377

Edie cell 405-229-5047

Email: wmatthews@ou.edu emarsh@ou.edu

20 October 2024

To: Dr. Robert Nairn, CEES, University of Oklahoma

From: Drs. William Matthews and Edie Marsh-Matthews

Dear Dr. Nairn:

Regarding your email of 18 October, this letter is to confirm that Dr. Edie Marsh-Matthews and Dr. William J. Matthews will serve as unsalaried consultants on your proposed project on the Blue River drainage. Specifically, we will agree to consult with your "fish team" in any manner determined to be useful and appropriate as you develop the project. We wish to emphasize that we will assist free of charge, as private consultants, and not in any way as employees or former employees of the University of Oklahoma.

Below, we outline the assistance that we can provide to your team, and our qualifications to serve in that capacity.

Assistance we can provide: If your project is funded, we can provide the fish team with assistance in planning appropriate field sites and sampling methods. We can also assist in training fish team members in identification of fishes in Blue River and its tributaries, and we can be available in the laboratory to assist in sorting and identifying fishes. We would not, in our role as consultants, plan to participate in any extensive field work, but would be willing to help train the fish team "on site" at the outset of the project. However, we will not take part in capturing or handling live fishes, and we will not use our own Scientific Collecting Permits as part of this project (i.e., the persons on the project will have to obtain their own scientific permits from the Oklahoma Department of Wildlife Conservation). It will also be the responsibility of the fish team to develop any requisite input for an IACUC for the project.

Our qualification to consult on the project: Collectively, Drs. Matthews and Marsh-Matthews have many years of research and publication on fishes across Oklahoma and the central United States, and specific experience with fishes of Blue River. Examples are:

Collectively we have more than 100 professional, peer-reviewed papers published in journals or books (see attached CVs).

We each have many years of experience teaching undergraduate and graduate students in Ichthyology, Biology of Fishes, Fishes of the Midwest, or similar courses, emphasizing identification of Oklahoma and regional fishes.

We have just completed a major book on Oklahoma fishes, now "in press" at Texas A&M University Press, to be published in 2025. This book emphasizes identification of fishes in the field and in the laboratory, using visual cues about external traits.

WJM has long-term fish collections with qualitative or quantitative data on community composition at two sites on upper Blue River, from the 1970s to now, and will share all such data with the fish team. We have also sampled fish in the past in Little Blue Creek, and in numerous springs in the vicinity of Blue River.

In 2017 WJM and EMM directed a comprehensive fish assessment on extensive reaches of mainstem Blue River west and east of Connerville on the Oka' Yanahli preserve of The Nature Conservancy. This was a large study in which we were in charge of a large number professionals from various agencies and volunteers, sampling fish by seining, electrofishing, and gill netting. For this project we did all planning, site and methods selection, and training of personnel. We personally identified and enumerated all of the fish, and produced a large final report for TNC on the fishes in upper Blue River.

As part of that project, we produced a PowerPoint presentation on identification of the fishes in upper Blue River, and we can train fish team personnel for your project using that tool, or using hands-on training in your laboratory as desired.

We also produced a "white paper" of concern for appropriate management agencies, documenting the problems with some fishes in the upper Blue River, focused on the Striped Shiner, *Luxilus chrysocephalus*, which is a unique genetic population, that has greatly declined in the last decade in the upper Blue River. In that paper we also highlighted the importance of several other fish species in upper Blue River, as isolates from their main populations in the Ozarks.

Finally, WJM published a paper elevating the local form of Orangebelly Darter to full species status as *Etheostoma caeruleum*, the Blue River Orangebelly Darter. (Matthews, W. J., and T. F. Turner. 2019. Redescription and recognition of *Etheostoma cyanorum* from Blue River, Oklahoma. *Copeia* 107:208-218.)

In closing, we believe that we can be of value in consulting with your fish team on the proposed project, and that we have the requisite expertise and experience with Blue

River fishes and fishes of Oklahoma in general. And, as above, based on our long-term collaboration with you, we are happy to be of assistance with no fee or remuneration of any kind.

Please keep us advised as your project planning goes forward. We look forward to participating on this project.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. Matthews', with a long horizontal flourish extending to the right.

William J. Matthews, PhD

A handwritten signature in black ink, appearing to be 'Edie Marsh-Matthews', with a long horizontal flourish extending to the right.

Edie Marsh-Matthews, PhD

**Attachment F to
STATE OF OKLAHOMA CONTRACT WITH BOARD OF REGENTS OF THE UNIVERSITY
OF OKLAHOMA (OU) RESULTING FROM SOLICITATION NO. EV00000546**

Negotiated Exceptions and Additional Terms to the Contract

The Contract is hereby amended to include the terms as set forth below and supersedes all prior terms and exceptions submitted by **Board of Regents of the University of Oklahoma (OU)** or discussed by the parties.

Requested Exceptions and Additional Terms not addressed below are declined by the State of Oklahoma.

Section	Exception
Ordering, Inspection and Acceptance (Section 6.2, pg. 7)	The parties agree that the originally placed Section 6.2 paragraph is deleted in its entirety and replaced with: “Supplier does not guarantee specific research results but will exercise good faith efforts to perform in accordance with the specifications of the work.”
Maintenance of Insurance, Payment of Taxes and Workers' Compensation (Section 8, pg.9)	The parties agree that the originally placed Section 8, including subsections 8.1, 8.2 and 8.3 is deleted in its entirety and replaced with: “Supplier is self-insured in accordance with the Oklahoma Governmental Tort Claims Act. Supplier shall provide proof of self-insurance to State upon request.”
Indemnification (Section 16, pg. 18)	The parties agree that the originally placed Section 16.2, subsection A is deleted in its entirety and replaced with: “Supplier agrees to be responsible for the negligent or intentional acts or omissions of its employees, agents, representatives, divisions and affiliates that arise out of or are related to the performance of the obligations under this Contract, with Supplier's liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 O.S. section 151 et seq.”
Miscellaneous Section 26.	The parties agree that the originally placed Section 26.15 is deleted in its entirety and replace with:

Section	Exception
	<p>“The Parties agree to comply with all applicable U.S. export control laws and regulations in the performance of this agreement. The Parties do not anticipate the need to disclose to each other technology or technical data that are subject to control under the Commerce Control List of the Export Administration Regulations (EAR), 15 CFR 730-799, the U.S. Munitions List of the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, or Foreign Assets Control Regulations (FACR), 31 CFR 500-599, (collectively "export controls"). In the event a Party believes it is necessary to transfer technology or disclose technical data that are regulated under export controls, the disclosing Party will clearly mark or otherwise identify such data as "Export Controlled" and provide sufficient notice and information, including Export Control Classification Numbers (ECCNs) and/or the Munitions List categories, to allow the receiving Party to comply with any applicable export controls.”</p>

Exhibit 1 to
STATE OF OKLAHOMA CONTRACT WITH BOARD OF REGENTS OF THE UNIVERSITY OF
OKLAHOMA (OU) RESULTING FROM SOLICITATION NO. EV00000546
Response to Specifications and Requirements

The Blue River Watershed and the associated Arbuckle Simpson Aquifer provide significant ecological and economic benefit to the State of Oklahoma (Earth Economics, 2022, *Benefit-Cost Analysis of Best Management Practices in the Blue River Watershed of Oklahoma*). In response to a series of concerning water quality events (e.g., unusual milky white color, documented elevated aluminum concentrations, and apparent decreases in richness and abundance of aquatic life), the Department of Environmental Quality has requested a Statement of Qualifications (SOQ) for a research university-led team to define the study scope, conduct work necessary to complete data collection, and develop the Blue River-Little Blue Creek Stream Health Assessment Study.

The University of Oklahoma Center for Restoration of Ecosystems and Watersheds (CREW) is uniquely qualified to meet these stated criteria and proposes to quantify the physical, chemical, and biological health of these water bodies and to identify specific stressors contributing to observed impacts to fish and macroinvertebrate communities. The principal investigator (PI) team includes expertise in watershed water quality, biogeochemistry, trace metal ecotoxicity, and ecological restoration (Robert Nairn), surface and ground water hydrology and modeling (Robert Knox), and geographic information systems and spatial analysis (Lori Han). In addition, the PIs will work with a knowledgeable and qualified field team (led by Nicholas Shepherd and Dayton M'Kenzie Dorman, along with Graduate Research Assistants to be determined) with oversight by arguably the most experienced and respected fish ecologists in our region (William Matthews and Edie Marsh-Matthews) who have agreed to provide *gratis* supervision as unpaid volunteer consultants on fish identification and other matters based on decades of experience.

Although it is understood that a detailed Scope of Work, schedule, budget, and deliverables will be developed if the CREW team is selected, proposed tasks to be considered include:

- a thorough review of existing literature and available data specific to the stated problem in these waterbodies;
- comprehensive examinations of the hydrologic (e.g., influence of ground water-surface water interactions), biogeochemical, and ecological status of the subject waterbodies;
- holistic water quality chemical monitoring, including synoptic sampling at multiple stream and spring sites and deployment of passive samplers specific to bioavailable trace metals;
- periodic stream and riparian physical habitat and biotic community (fish and benthic macroinvertebrate) community assessments;
- and development of project-specific geographic information system data layers.

The research team has experience and expertise with all proposed tasks. It is anticipated that this preliminary task list will be modified, expanded, or otherwise changed in consultation with the Department of Environmental Quality if the CREW team is selected.

8.1 Description of Team's experience

The research team has decades of extensive experience with similar, large scale field studies within riparian ecosystems, including several in the Cross Timbers and Hardwood Forest (Arkansas Valley) ecoregions. The senior leadership team has combined experience of well over a century in

watershed-scale water quality and general environmental science, engineering, and ecological field studies.

Robert Nairn has led several extensive watershed-scale field studies in Oklahoma and elsewhere. Since 1997, his research team has performed, and continues to perform, comprehensive environmental evaluations in the **Tar Creek watershed and nearby drainage basins**, the Oklahoma portion of the Tri-State Lead-Zinc Mining District. Robert Knox and William Matthews served as co-investigators on multiple projects as part of this multi-decade effort funded by numerous sources (U.S. Environmental Protection Agency, U.S. Geological Survey, U.S. Army Corps of Engineers, National Science Foundation, Office of Surface Mining Reclamation and Enforcement, Oklahoma Conservation Commission, Grand River Dam Authority, and the Oklahoma Department of Environmental Quality Land Protection Division) and Nicholas Shepherd and Dayton Dorman completed their graduate degrees working on these projects. The Tar Creek projects include holistic environmental assessments directly related to the proposed Blue River-Little Blue Creek Stream Health Assessment Study including extensive field and laboratory water quality analyses, hydrologic evaluations of surface water and ground water and their interactions, ecological assessments following accepted protocols including USEPA habitat assessment and rapid bioassessment procedures, and soil and land reclamation evaluations.

It is crucial to note that these projects have specifically focused on the transport, fate and remediation of elevated ecotoxic metals concentrations in hydrologically complex watersheds. While the hydrologic complexity of the Blue River watershed is driven by natural karstic features coupled with human needs, the complexity of the Tar Creek, Beaver Creek, and Elm Creek watersheds is driven by creation of pseudo-karst features by human activities, e.g., extensive underground mining and associated surface connections including boreholes, mine shafts, and sinkholes. Data generated by these existing projects are regularly compared to U.S. Environmental Protection Agency aquatic life criteria. The team is intimately familiar with the National Recommended Water Quality Criteria and associated hardness, dissolved organic carbon, and pH adjustments, including the Aluminum Criteria Calculator provided by the U.S. Environmental Protection Agency.

In addition, Nairn also leads a multi-decade collaborative effort with the Grand River Dam Authority Ecosystems and Education Center, performing similar investigations in the four-state, 10,000 square mile **Grand Lake o' the Cherokees watershed**, including two 10-year student support agreements. These projects include comprehensive assessments of riparian conservation and restoration addressing elevated nutrient concerns related to harmful algal blooms which incorporate physical, chemical, and biological evaluations, including fish and macroinvertebrate investigations. He has also worked in the Arkoma Basin coal fields for nearly three decades, addressing ecotoxic metals issues in the **Gaines Creek, Fourche Maline, Coal Creek, and other watersheds**, funded by the U.S. Environmental Protection Agency, Oklahoma Conservation Commission, Office of Surface Mining Reclamation and Enforcement, U.S. Department of Energy, Oklahoma Water Resources Board and others. Current efforts include a focus on the **Illinois River watershed**, with special emphasis on wetland development opportunities at Lake Frances, incorporating watershed-scale water quality, soil/sediment, and ecological assessments with support from the U.S. Army Engineer

Research and Development Center. In addition, through both research and educational efforts, Nairn has led watershed water quality efforts focused on the **Canadian River and Little River watersheds** of central Oklahoma, including Lake Thunderbird. These projects have included total maximum daily load assistance, emerging contaminant assessments in natural waters, municipal wastewaters and storm waters, and multiple land use-related evaluations, funded by the National Science Foundation, U.S. Bureau of Reclamation, Central Oklahoma Master Conservancy District, and internal university sources.

With expertise in groundwater hydrology and subsurface transport and fate processes, Robert Knox has led multiple large field research projects. In addition to work throughout Oklahoma, he led large environmental engineering efforts including surfactant-based remediation projects at Hill Air Force Base (Utah), the Dover National Test Site (Delaware) and Coast Guard Air Station Traverse City (Michigan). He was instrumental in collaboratively developing subsurface remediation technologies with the U.S. Environmental Protection Agency Robert S. Kerr Environmental Research Center (RSKERC) in **Ada, Oklahoma** and with a National Science Foundation EPSCoR project at the closed Norman landfill, a U.S. Geological Survey Toxic Substances Hydrology Program site on the **Canadian River floodplain**. He also has expertise on the impact of oilfield brines and septic systems on ground water resources.

William Matthews and Edie Marsh-Matthews have many years of research and publication on fishes across Oklahoma and the central United States, and specific experience with fishes of the Blue River. This extensive work has resulted in more than 100 peer-reviewed professional papers published in journals or books. It includes long-term fish collections with qualitative or quantitative data on community composition at two sites on upper **Blue River**, from the 1970s to present, collections in **Little Blue Creek**, and in numerous springs in the vicinity of Blue River. They directed a comprehensive fish assessment on extensive reaches of mainstem Blue River west and east of Connerville on the **Oka' Yanahli Preserve** of The Nature Conservancy (TNC), a large study in which they were in charge of a number of professionals from various agencies and volunteers, sampling fish by seining, electrofishing, and gill netting. They personally identified and enumerated all of the fish and produced a large final report for TNC on the fishes in upper Blue River. They also produced a report documenting the problems with some fishes in the upper Blue River, focused on the Striped Shiner, *Luxilus chrysocephalus*, which is a unique genetic population that has greatly declined in the last decade in the upper Blue River. They highlighted the importance of several other fish species in upper Blue River, as isolates from their main populations in the Ozarks. Finally, Matthews authored a paper elevating the local form of Orangebelly Darter to full species status as *Etheostoma caeruleum*, the Blue River Orangebelly Darter (Matthews, W.J. and T.F. Turner, 2019. *Redescription and Recognition of Etheostoma cyanorum from Blue River, Oklahoma*. Copeia 107:208-218). They have graciously agreed to assist as part of this research team as unpaid consultants, training fish team personnel and sharing available data and information.

In addition, Matthews and Marsh-Matthews collaborated with Tinker Air Force Base and performed a multi-decade fish survey in the **Crutcho Creek watershed**. Nick Shepherd and Dayton M'Kenzie Dorman assisted with six fish collection events in 2021-2022. Fish and habitat survey data were compared to results from a previous study from 2009-2011 to compare long-term fish community data and to examine habitat changes over time and their potential effects on fish communities.

8.2 Experience in the development of study designs utilizing geographic information systems.

Geographic information systems (GIS) have been incorporated into many CREW research projects, often integrating field survey data and other tools like computer aided designs. For example, a recent examination of the utility and performance of several ecosystem service valuation tools at the Lake Frances site on the Illinois River included extensive GIS data and spatial analyses contributions. For the Blue River-Little Blue Creek Stream Health Assessment Study, assistant professor Lori Han will lead GIS-related study designs.

Han possesses extensive expertise in GIS, particularly with regard to environmental and water resource management. This experience includes utilizing advanced GIS operations and hydrologic models to conduct comprehensive conservation watershed planning and assess the impacts of conservation practices on water quality and quantity. Prior to arrival at the University of Oklahoma, Han used GIS to estimate the effects of climate change on trout streams in the karst landscapes of southeastern Minnesota, performed nesting waterbird counts from aerial photos in GIS for developing population estimates on Lake Superior islands, and built a complex decision-making spreadsheet tool using GIS data to prioritize watersheds in the state of Minnesota for water quality monitoring and protection. Additionally, she has contributed to the development of technical manuals and quality assurance protocols for GIS data analysis tools. She holds a graduate-level minor in Geographic Information Science, which further enhances the team's technical capabilities and understanding of spatial data analysis. At the University of Oklahoma, Han integrates practical GIS experience into teaching through her course offering on GIS and Remote Sensing for Water Resources, thereby fostering the next generation of environmental scientists and engineers.

8.3 Description of data quality assurance protocols

All OU CREW research has been performed under the stipulations of an approved U.S. Environmental Protection Agency Quality Management Plan (QMP) since 2004. Multiple project-specific Quality Assurance Project Plans (QAPPs) have been developed and approved, including several QAPPs with Oklahoma state agencies including the Department of Environmental Quality, Conservation Commission, and Water Resources Board.

It is anticipated that a project-specific Blue River-Little Blue Creek Stream Health Assessment Study QAPP will be developed to document the project planning process and the type and quality of data needed for decision-making. The QAPP will include descriptions of data collection and assessment methods and will be submitted and approved prior to collection of any environmental data. The QAPP will be an integral part of this project and will follow all current guidance. It will include a distribution list and sections on Project and Task Organization; Problem Definition and Background; Project and Task Descriptions; Data Quality Objectives for Measurement Data; Special Training Requirements and Certifications; Documentation and Records; Sampling Process Design; Sampling Methods Requirements; Sample Handling and Custody Requirements; Analytical Methods Requirements; Quality Control Requirements; Instrument and Equipment Testing Requirements; Inspection and Maintenance Requirements; Instrument Calibration and Frequency Requirements; Inspection and Acceptance Requirements for Supplies and Consumables; Data Acquisition Requirements; Data Management, Assessment and Response Actions; Reports to Management; Data Review, Validation

and Verification Requirements; Validation and Verification Methods; and Reconciliation with Data Quality Objectives.

CREW has developed a comprehensive set of Standard Operating Procedures (SOPs) comprised of more than 120 individual documents. Select SOPs are included as appropriate in project-specific QAPPs. Many of the SOPs follow U.S. Environmental Protection Agency (e.g., *Methods for the Chemical Analysis of Water and Wastes*, *SW846 Compendium*, *Rapid Bioassessment Protocols for Use in Streams and Wadeable Rivers: Periphyton, Benthic Macroinvertebrates, and Fish*), U.S. Geological Survey (e.g., *National Field Manual for the Collection of Water-Quality Data*), U.S. Bureau of Reclamation (e.g., *Water Measurement Manual*) or American Public Health Association (e.g., *Standard Methods for Analysis of Water and Wastewater*) or similar state of Oklahoma protocols, and/or refereed publications.

Specific to GIS data quality assurance, given the complexity and importance of the Blue River-Little Blue Creek watersheds, GIS quality assurance protocols are crucial. These protocols ensure accuracy and reliability through systematic data validation, cleaning, and maintenance as well as cross-referencing with multiple sources, and frequent audits to rectify discrepancies. Data validation includes verifying the accuracy of coordinates, attribute data, and ensuring that the data meets predefined standards. Data cleaning addresses errors and inconsistencies by correcting inaccuracies and filling in missing information. Data maintenance involves regularly updating the data to reflect changes and ensuring its continued accuracy over time. Documentation and metadata standards will be maintained for transparency, tracking data origin, updates, and modifications. These efforts ensure that the GIS data used to assess the physical, chemical, and biological health of these waterbodies is robust and reliable. Quality spatial information will be critical for identifying specific stressors that impact aquatic life and to support informed decision-making for project success.

8.4 Description of Technical Advisory experience

CREW research team faculty and students have extensive experience working with local, state, Tribal and/or federal environmental entities, including wide-ranging advisory contributions. Examples of local advisory experience includes service on the City of Norman Environmental Control Advisory Board, Area and Infrastructure Master Planning Stormwater Subcommittee, Chromium VI in Drinking Water Technical Advisory Committee, Storm Water Master Plan Task Force, and Engineering Design Criteria for Low Impact Development Review Committee. Regional and state examples include the Lake Thunderbird Watershed Alliance Technical Advisory Group, Prairie River Park Planning Coordination Team, Oklahoma Wetland Water Quality Standards Technical Advisory Group, Oklahoma Unified Watershed Assessment Working Group, Oklahoma Wetlands Working Group, Oklahoma Nonpoint Source Pollution Working Group, the Tar Creek Coordinating Team of the White House Council on Environmental Quality, and Water Quality Subcommittee of the Tar Creek Superfund Site Task Force.

CREW faculty have also worked with many entities across the state of Oklahoma through the environmental engineering and environmental science capstone class. Over the past 25 years, the course has completed projects for municipalities across the state including Altus, Blanchard, Grove,

and Norman, as well as the Central Oklahoma Master Conservancy District. In addition, several projects were completed in cooperation with state agencies (e.g., Oklahoma Water Resources Board, Oklahoma Conservation Commission, Oklahoma Department of Environmental Quality, Grand River Dam Authority, and Governor Keating's Tar Creek Task Force) and Native Nations, notably the Quapaw Nation and Osage Nation, as well as local civic organizations, neighborhood associations, non-profit entities and for organizations within the University of Oklahoma.

In terms of federal environmental agencies, the most notable experiences are advisory interactions with the U.S. Environmental Protection Agency and multiple other federal agencies regarding environmental remediation and ecological restoration in the Tri-State Lead-Zinc Mining District and its four associated CERCLA or Superfund sites. These efforts include regular interactions with USEPA Region 6 and 7, U.S. Geological Survey, U.S. Fish and Wildlife Service, and Natural Resources Conservation Service personnel and others over a period of more than two decades. Also, research team members have extensive experience and long-term relationships with the Robert S. Kerr Environmental Research Center in Ada, Oklahoma, ranging from subsurface remediation technologies to a current effort to establish a joint university-agency Memorandum of Understanding which includes shared infrastructure and personnel resources.

In terms of advisory experience with Tribal Nations, the most noteworthy is the longstanding collaborative relationship with the Quapaw Nation Environmental Office on remediation and restoration in the Tar Creek, Beaver Creek and Elm Creek watersheds of Ottawa County, Oklahoma. This ongoing effort, also coordinated with state and federal partners, is conducted outside of any contractual relationships. Research team members have also coordinated with the OU Native Nations Center staff on several additional efforts. In 2024, CREW research team members supervised an environmental capstone project with the Osage Nation and, in 2025, the capstone class will be working with the Seminole Nation on a proposed development project.

8.5 Experience in the analysis of ecological data, including interpretation of nonlinear responses.

Research team members have spent their entire careers focused on the analysis of environmental and ecological data. The cumulative publication record of the research team is reflective of this fact - **nearly 500 refereed publications** on water quality, hydrology, fish ecology, and ecosystem restoration. The research team is eminently qualified to analyze data likely to be generated by the Blue River-Little Blue Creek Stream Health Assessment Study, including interpreting nonlinear responses.

Two relevant examples incorporating nonlinear response interpretation include previous experience with i) pseudo-karst hydrology and resulting contaminant mass loading, and ii) fish community responses to water quality changes. In the first example, cumulative stream flow was driven by base flow contributions, storm event runoff, and the effects of multiple relatively modest landscape topographic variations which resulted in drastic downstream hydrologic responses. Derelict mining structures (e.g., open mine shafts and boreholes) in the upper reaches of the Tar Creek watershed take stream flow at a given topographic "tipping point", filling interconnected underground mine workings, creating a pressure wave which resulted in massive, short-term discharges downgradient. Although contaminant concentrations in the resulting discharges were relatively modest, the short-

term mass loads generated by these conditions dwarfed long-term base flow contributions. Because these events were driven by modest elevation differences, the effects were dependent on multiple factors, including antecedent stream flow and soil moisture conditions. When plotted, the responses are inherently non-linear. In the second example, long-term fish community investigations initially found a remarkable paucity of diversity and abundance in a small first order stream. Design, construction, and operation of passive treatment systems, intercepting and treating artesian flowing ecotoxic metal-contaminated mine waters, resulted in changes in instream trace metal concentrations. Orders of magnitude changes resulted in waters meeting U.S. Environmental Protection Agency aquatic life criteria. An adequate source pool of fish species recolonized the tributary, demonstrating significant changes in community metrics with no instream or riparian restoration efforts, other than improvement of water quality. The relationships between the concentrations of the contaminants of concern (iron, zinc, lead and cadmium in this case) and fish community richness, abundance and diversity were complex. Small changes in lead and cadmium concentrations seemed to result in nonlinear effects on fish community metrics. This study has been conducted since 2004 and evaluation will continue.

8.6 Description of the facilities and equipment available to conduct the work.

As a comprehensive R1 (very high research activity) institution, the University of Oklahoma provides state-of-the-art laboratories and supporting office spaces. In addition to CREW-specific facilities and equipment described herein, access to university core research facilities is maintained, including the Samuel Roberts Noble Microscopy Laboratory (advanced light, scanning electron and transmission electron microscopy), Mass Spectrometry, Proteomics and Metabolomics Core Facility (inductively coupled mass spectrometer with laser ablation), Electron Microprobe Laboratory, Stephenson Research and Technology Center Storeroom, and several others. These facilities are readily available following user protocols if needed.

CREW facilities include more than 6,000 ft² of dedicated laboratory and office space in more than 30 rooms physically located in Carson Engineering Center on the campus of OU-Norman, as well as shared space in the Water Quality Laboratory of the Grand River Dam Authority Ecosystem and Education Center (EEC) in Langley (Mayes County, OK), collaborative greenhouse space at the OU Aquatic Research Facility on the University Research Campus (OU-Norman) and multiple long-term field sites throughout the state and region. CREW laboratories focus on analyses of natural waters, soils, sediments, and biota, and include state-of-the-art analytical instrumentation for the analysis of inorganic chemical analytes (anions, cations, and metals analyses), select organic chemical analytes, and other environmental parameters. Major analytical instrumentation and sample preparation equipment in CREW laboratories in Norman include the following.

For analyses of metals, a Varian Vista-PRO Simultaneous Axial Inductively Coupled Plasma-Optical Emission Spectrometer (ICP-OES), Varian AA240 FS true double-beam atomic absorption spectrometer for multi-element flame-atomic absorption and graphite furnace determinations and CEM Microwave Accelerated Reaction System with MarsXpress Temperature Control System. For major anions, including nutrients, a Seal Analytical AQ 300 automated discrete analyzer, Metrohm dual channel cation/anion ion chromatograph, and Dionex ICS 90 Ion Chromatograph. For total and dissolved organic carbon and specific organic analytes, a LabSynergy Multi NC 2100S Total Organic

Carbon/Nitrogen Analyzer and multiple BioRad iMark 96-well Microplate Absorbance Readers. Additional analytical instrumentation include a Milestone Direct Mercury Analysis DMA-80 System, Cole-Parmer SQ-2800 UV/Visible spectrophotometers, Genesys 20 spectrophotometers, New Brunswick Scientific BioFlow III fermentor, and Turner Luminometer Model TD20E. Supporting laboratory sample preparation equipment include a Model 3740-12BRE-II Toxicity Characteristic Leaching Procedure (TCLP) inverter, Thomas-Scientific Wiley Laboratory Mill Model 4, Humboldt Soil Grinder Model H-4199, Tyler Sieve Shaker Model RX-94, Fritsch Pulverisette Type 02.101 Model 3132, LabConco Freeze Dryer Model 4.5 and TurboVap evaporation units. Other miscellaneous laboratory equipment includes multiple pH/ dissolved oxygen/ oxidation-reduction potential/ specific conductivity/ temperature benchtop meters, incubators, drying ovens, orbital, platform, vortex and wrist-action shakers, sonicators, benchtop and floor centrifuges, anaerobic glove-bag, pH-stat autotitrators, autosamplers, light and dissecting scopes, gyratory water baths, cryobaths, fraction collectors, analytical balances, chemical fume hoods, visible spectrophotometers, fluorocolorimeters, colorimeters, floor autoclaves, two Millipore water deionization units and two NanoPure water deionization units, muffle furnace, biochemical oxygen demand (CBOD) incubators, laminar flow hood, multiple refrigerators, chest freezers and a walk-in temperature-controlled cold room and various desktop personal computers, printers and scanners.

Available field-portable equipment includes 2 YSI EXO 1S, 2 YSI EXO 2, 2 YSI 600XL, 2 YSI 600QS, 3 YSI 600, 1 YSI 600R, 6 YSI 6920v2, 3 YSI 600XLMv2 and 3 YSI 600OMS multiparameter datasondes and 5 YSI 650 MDS and 2 YSI EXO handheld controllers, 10 Hach Sigma 900max field autosamplers, 6 SonTek hand-held Acoustic Doppler Velocimeters, 2 SonTek field-deployable Argonaut Acoustic Doppler Current Profilers, OceanScience Riverboat River Surveyor Acoustic Doppler Current Profiler with integrated GPS and plume detection software, four MasterFlex E/S portable peristaltic samplers, Sequoia Portable Laser In Situ Scattering Transmissometer (LISST), Thermo Scientific Niton XL3t GOLDD+ Model No. XL3t 950 x-ray fluorescence (XRF) spectrometer, Aerial Technologies International (ATI) AgBot small Unmanned Aerial System (sUAS) with MicaSense RedEdge Multispectral camera, Da-Jiang Innovations (DJI) Phantom 4 Pro+ sUAS with GoPro still photography and video capabilities, Inspired Flight IF800 sUAS with Light Detection and Ranging (LiDAR) and thermal imaging capabilities, Solinst Model 101 and Keck Model ET-89 water level meters, hardened laptop computers include a Getac Model X500 Ultrarugged (Intel Core i7-410 CPU, 16 GB RAM, 3.5 GHz), Panasonic Toughbook Model CF-30 (Intel Core 2 Duo CPU, 3.15 GB RAM, 1.60 GHz). GETAC Model M220 (Intel Pentium M, 992 MB RAM, 591 MHz) and a Fatuba T14SG tablet, multiple Hach 2100P and 2100Q turbidimeters, SPER Scientific Broad Range LUX/FC meter, UVAB digital light meter, Kanomax Clinomaster multi-function anemometer, Industrial Scientific Gas Badge Pro Hydrogen Sulfide Detector, approximately three dozen Solinst Levelloggers and Barologgers, 2 HOBO water level loggers, CST-Berger PAL/SAL Automatic Level, CST-Berger Model ALH Rotary Laser, GTS-210 Electronic Total Station, Trimble 5700/5800 Differential Global Positioning System, multiple soil and sediment samplers, augers, probes, multiple additional field pH, DO, SC, T meters, multiple Kemmerer, alpha, beta, and other water samplers, oil-water interface meter, watercraft include three 18-foot aluminum canoes, 4WD vehicles include 2011 and 2013 Chevrolet Silverado 1500 extended cab pickups with fully-enclosed utility caps and a 2004 Ford F250 crew cab pickup truck.

8.7 Examples of summary reports and conclusions for similar, large scale field studies.

To fulfill the requirements of two examples of summary reports, a refereed journal publication and project final report are provided. However, only the body of the project final report is included due to file size limitations. Multiple additional refereed journal publications, refereed conference proceedings publications, project interim and final reports, theses and dissertations, presentations, and related documents are available upon request.

Shepherd, N.L., D.M. Dorman, C.A. Folz, J.I. Mccann, P.J. Wolbach and R.W. Nairn. 2024. *Utilizing Rapid Bioassessment Protocols to Evaluate the Impacts of Abandoned Mine Drainage Discharges on the Receiving Stream. Aquatic Sciences* 86(1): 1-12.

Nairn, R., K. Strevett, R. Knox, and W. Matthews. 2012. *Design, Construction and Evaluation of a Passive Treatment System for Contaminated Mine Waters at the Tar Creek Superfund Site*. Final Deliverable to U.S. Environmental Protection Agency, FY04 104(b)(3) Project X7-97682001-0, 566 pp.

8.8. Specific technical qualifications, experience, and related technical publications.

The research team includes members with multidisciplinary experience directly related to the stated needs of the Blue River-Little Blue Creek Stream Health Assessment Study. Summary paragraphs are provided here and are followed by current short-form curriculum vitae.

Robert W. Nairn, PhD, BCES is the Robert W. Hughes Centennial Professor of Engineering, David L. Boren Distinguished Professor, and Sam K. Viersen Family Presidential Professor in the School of Civil Engineering and Environmental Science and Director of the Center for Restoration of Ecosystems and Watersheds at the University of Oklahoma. He holds a BS from Juniata College and a PhD from The Ohio State University, both in Environmental Science. His research emphasizes the understanding of naturally occurring biogeochemical and ecological processes in nature-based solutions, with an emphasis on water quality and ecotoxic trace metals. He has authored over 160 refereed publications. He is a Board Certified Environmental Scientist and holds an Oklahoma Department of Wildlife Conservation Scientific Collector's Permit.

Lori A. Han, PhD is an Assistant Professor in the School of Civil Engineering and Environmental Science at the University of Oklahoma. She holds, Bs, MS and PhD degrees from the University of Minnesota. Her interests are in natural and nature-based engineering best management practices that improve water quality in disturbed and degraded aquatic environments. Her research interests include natural resource management (water, soil, vegetation, and wildlife), conservation and sustainability (habitat restoration, ecological engineering, and sustainable land use) and spatial mapping and modeling.

Robert C. Knox, PhD, PE is the Ted A Kritikos Chair in Civil Engineering and Environmental Science at the University of Oklahoma. He is a licensed Professional Engineer in the state of Oklahoma. He holds BS, MS and PhD degrees from the University of Oklahoma. Dr. Knox's areas of expertise are groundwater hydrology and subsurface transport and fate processes. For the past three decades he

has focused his research and publications on ground water contaminant transport and remediation of ground water contamination. He also has extensive experience with the impact of oilfield brines on ground water resources.

Nicholas L. Shepherd, PhD, PE is an adjunct instructor and research scientist. He holds BS, MS and PhD degrees from the University of Oklahoma. He has extensive research experience in water quality, hydrology, and fish and macroinvertebrate collection, identification, and data analysis, with the Center for Restoration of Ecosystems and Watersheds and multiple other entities. He has served as the field leader on habitat assessment and bioassessment projects and holds an Oklahoma Department of Wildlife Conservation Scientific Collector's Permit. He is a licensed Professional Engineer in Oklahoma, Kansas, Arkansas, Colorado and Indiana and holds OSHA 40-Hour Hazardous Waste and Emergency Response, 8-Hour Site Supervisor and 10-Hour Construction Safety Certifications

Dayton M'Kenzie Dorman, MS, EIT is completing her doctoral dissertation at the University of Oklahoma with a focus on Environmental Engineering. She holds BS and MS degrees from the University of Oklahoma. She has several years of experience with the Center for Restoration of Ecosystems and Watersheds, School of Biological Sciences, and in the private sector. She has served on multiple field research teams, generating habitat assessment and bioassessment data and leading water quality, quantity, and sediment data collection and analysis. She has experience in transport, fate and biogeochemistry of trace metals in aquatic ecosystems.

William J. Matthews, PhD is Professor Emeritus in the University of Oklahoma Department of Biology, now School of Biological Sciences, since 2016. He holds BSE and MS degrees from Arkansas State University and a PhD from the University of Oklahoma. His research expertise is in structure of fish assemblages, with an emphasis on long-term changes and the role of the environment; functional roles and effects of fishes in stream ecosystems; zoogeography; distributional ecology and systematics of North American freshwater fishes; and ecology of fishes in reservoir-river systems. He has produced well over 100 refereed publications and four books, including the soon to be released "*Oklahoma Fishes: A Regional Field Guide*" (Matthews, W. J., and E. Marsh-Matthews. 2025, Texas A&M University Press, College Station TX. In Press). He has agreed to provide fish identification and other services as an unpaid contributor.

Eddie Marsh Matthews, PhD is Professor Emeritus in the University of Oklahoma Department of Biology, now School of Biological Sciences, since 2017. She holds a BS from Duke University and a PhD from the University of Texas at Austin. Her research interests focus on evolutionary ecology of maternal investment strategies in fishes, the structure of North American freshwater fish assemblages, and the interface between life history and community ecology. She served as curator at the Sam Noble Oklahoma Museum of Natural History and has produced over 50 refereed journal publication's and books. She has agreed to provide fish identification and other services as an unpaid contributor.