



STATE OF OKLAHOMA CONTRACT WITH NATIVE ENERGY SOURCE, LLC

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Oklahoma Department of Corrections (“State”) and Native Energy Source, LLC (“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”). The term of the Contract is a one-time purchase with a total spend amount not to exceed \$115,119.00.

Purpose

The State is awarding the Contract to Supplier for the provision of a Generator Replacement at Howard McLeod Correctional Center (HMCC), as more particularly described in certain Contract Documents. 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. SolicitationEV00000712, Attachment A;
 - 2.2. Engineering Plans, Exhibit 2;
 - 2.3. Engineering Drawings, Exhibit 3;
 - 2.4. General Terms, Attachment B;
 - 2.5. Agency Terms, Attachment C;
 - 2.6. IT Terms, Attachment D; *Intentionally omitted*
 - 2.7. Pricing, Attachment E1
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.

- 3.3. Any other third-party product terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement shall be binding only upon the State's written acceptance of those additional terms.
 - 3.4. The Supplier's response to Specifications and Requirements are incorporated by reference into this Contract.
 - 3.5. To the extent any term or condition in Attachment E1, including via hyperlink or uniform resource locator, conflicts with any applicable term or condition in Attachments A-C the term or condition in Attachments A-C shall control over the conflicting term or condition in Attachment E1. To the extent any term or condition in Attachment E1, including via hyperlink or uniform resource locator, expand the State's duties, obligations, or liabilities, other than those agreed to in Attachments A-C the State does not agree.
4. Payment obligations rest solely with the Oklahoma Department of Corrections. Please send invoices and billing inquiries to:
- 4345 North Lincoln Boulevard,
Oklahoma City, Oklahoma 73105,
United States
subrata.kumar@doc.ok.gov and antwonette.kimble@doc.ok.gov
5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
 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.

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 OKLAHOMA
DEPARTMENT OF CORRECTIONS :**

NATIVE ENERGY SOURCE, LLC

By: *Steven Harpe*
Steven Harpe (Jul 23, 2025 10:27:39 CDT)

By: *David Thomasson*
David Thomasson (Jul 22, 2025 13:19 CDT)

Name: Steven Harpe

Name: David Thomasson

Title: Executive Director

Title: CEO

Date: Jul 23, 2025

Date: Jul 22, 2025

Agency CFO

By: *Ashlee Clemmons*
Ashlee Clemmons (Jul 22, 2025 13:45 CDT)

Name: Ashlee Clemmons

Title: Chief Financial Officer

Date: Jul 22, 2025

Agency Counsel

By: *Kari Y. Hawkins*
Kari Y. Hawkins (Jul 22, 2025 13:38 CDT)

Name: Kari Y. Hawkins

Title: General Counsel

Date: Jul 22, 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 (Jul 23, 2025 10:46:21 MDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Jul 23, 2025

Attachment A

Solicitation No. EV00000712

This Solicitation is a Contract Document and is an invitation to bid in connection with the Contract awarded on behalf of the Oklahoma Department of Corrections (ODOC) by and through 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.

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of the Oklahoma Department of Corrections (ODOC) from potential Suppliers to provide a contract for the purchase of a replacement generator at Howard McLeod Correctional Center located at 19601 E. Whippoorwill Lane, Atoka, OK 74525.

1. Contract Term and Renewal Options:

1.1. This contract will be awarded as a one-time purchase.

2. Solicitation Criterion:

2.1. The Bid will be evaluated using the lowest and best criterion, based on the following:

2.1.1. Lowest price on items that meet the required minimum specifications as described in **Exhibit 2: HMCC Generator Engineer Plans**.

3. Scope and Description:

3.1 The generator shall meet all requirements and specifications detailed in:

Exhibit 2: HMCC Generator Engineer Plans

Exhibit: 3 HMCC Generator Engineer Drawings

Quantity: 1 unit

Unit Price: _____

Lead Time: _____

4. Executive Summary and Company Information shall be proposed in **Exhibit 1: Executive Summary and Company Information**.

HMCC
McLeod Correctional Center

Generator Replacement Project
Atoka, Oklahoma

DIVISION	SECTION TITLE	PAGES
DIVISION 26 - ELECTRICAL		
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SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.03 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

1.04 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. American Insulated Wire Corp.; a Leviton Company.
 - 2. General Cable Corporation.
 - 3. Senator Wire & Cable Company.
 - 4. Southwire Company.
- B. All conductors shall be copper unless otherwise noted on plans.
- C. Conductors: Comply with ANSI/NEMA WC 70/ICEA S-95-658.
- D. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN.
- E. Multiconductor Cable: Comply with NEMA WC 70 for armored cable, Type AC and metal-clad cable, Type MC with ground wire.

2.02 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. O-Z/Gedney; EGS Electrical Group LLC.
 - 4. 3M; Electrical Products Division.
 - 5. Tyco Electronics Corp.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.01 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.02 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- E. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- H. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- I. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- J. Class 2 Control Circuits: Type THHN-THWN, in raceway or Power-limited tray cable, in cable tray.

3.03 INSTALLATION OF CONDUCTORS AND CABLES

- A. In finished areas, conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. In mechanical rooms, run conduits exposed.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Division 26 Sections "Hangers and Supports for Electrical Systems."
- G. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."
- H. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- I. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- J. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.
- K. When using compact aluminum conductors, use pin connectors for termination at breakers and compression lugs for terminating at bus bars.

3.04 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Division 26 Section "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.05 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.06 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. Tests and Inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
 - a. Transformers and panelboards.
2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- C. Test Reports: Prepare a written report to record the following:
 1. Test procedures used.
 2. Test results that comply with requirements.
 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- D. Remove and replace malfunctioning units and retest as specified above.

**END OF SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER
CONDUCTORS AND CABLES**

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Grounding systems and equipment.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.03 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.04 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.01 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.02 CONNECTORS

2.03

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

PART 3 - EXECUTION

3.01 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Structural Steel: Welded connectors.

3.02 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 1. Feeders and branch circuits.
 2. Lighting circuits.
 3. Receptacle circuits.
 4. Single-phase motor and appliance branch circuits.
 5. Three-phase motor and appliance branch circuits.
 6. Flexible raceway runs.
 7. Armored and metal-clad cable runs.

3.03 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

3.04 LABELING

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.

END OF SECTION 26 05 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.02 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.03 ACTION SUBMITTALS

- A. Product Data: For steel slotted support systems.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Equipment supports.

1.04 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.05 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Allied Support Systems; Power-Strut Unit.
 - c. Cooper B-Line, Inc.; a division of Cooper Industries.
 - d. ERICO International Corporation.
 - e. GS Metals Corp.
 - f. Michigan Hanger Co., Inc.; O-Strut Div.
 - g. National Pipe Hanger Corp.
 - h. Thomas & Betts Corporation.
 - i. Unistrut; Tyco International, Ltd.
 - j. Wesanco, Inc.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA4.
5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 - 6) Power Fasteners.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. Hanger Rods: Threaded steel.

2.02 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.01 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.

3.02 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 - a. Strict rules shall apply regarding use of Powder-Actuated Fasteners: Certified count of charges will be registered upon entering premises, and empty shells will be counted upon exit. All units shall be accounted for.
 - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.03 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.04 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.05 PAINTING

- A. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

**END OF SECTION 06 05 29 – HANGERS AND SUPPORTS FOR
ELECTRICAL SYSTEMS**

SECTION 26 05 33- RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Metal conduits, tubing, and fittings.
 2. Nonmetal conduits, tubing, and fittings.
 3. Metal wireways and auxiliary gutters.
 4. Nonmetal wireways and auxiliary gutters.
 5. Surface raceways.
 6. Boxes, enclosures, and cabinets.

1.02 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, hinged-cover enclosures, and cabinets.

PART 2 - PRODUCTS

2.01 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
 2. Alflex Inc.
 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 4. Anamet Electrical, Inc.
 5. Electri-Flex Company.
 6. LTV Steel Tubular Products Company.
 7. Manhattan/CDT/Cole-Flex.
 8. O-Z/Gedney; a brand of EGS Electrical Group.
 9. Southwire Company.
 10. Thomas & Betts Corporation.
 11. Wheatland Tube Company; a division of John Maneely Company.
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. IMC: Comply with ANSI C80.6 and UL 1242.
- F. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit or IMC.
1. Comply with NEMA RN 1.
 2. Coating Thickness: T0.040 inchT, minimum.
- G. EMT: Comply with ANSI C80.3 and UL 797.
- H. FMC: Comply with UL 1; aluminum.
- I. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- J. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Compression.
 3. Expansion Fittings: steel, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of T0.040 inchT, with overlapping sleeves protecting threaded joints.

- K. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.02 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper B-Line, Inc.
 - 2. General Electric.
 - 3. Hoffman; a Pentair company.
 - 4. Square D; a brand of Schneider Electric.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.03 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Airey-Thompson.
 - b. Panduit Corp.
 - c. Wiremold / Legrand.

2.04 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Technologies Company; Cooper Crouse-Hinds.
 - 2. EGS/Appleton Electric.
 - 3. Erickson Electrical Equipment Company.
 - 4. Hoffman; a Pentair company.
 - 5. Hubbell Incorporated; Killark Division.
 - 6. O-Z/Gedney; a brand of EGS Electrical Group.
 - 7. RACO; a Hubbell Company.
 - 8. Robroy Industries.
 - 9. Spring City Electrical Manufacturing Company.
 - 10. Thomas & Betts Corporation.
 - 11. Wiremold / Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: T4 inches by 2-1/8 inches by 2-1/8 inches deep.
- I. Gangable boxes are allowed.

- J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- K. Cabinets:
 - 1. NEMA 250, Type 1 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.01 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC or IMC.
 - 2. Concealed Conduit, Aboveground: EMT, IMC
 - 3. Underground: PVC schedule 40.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or Type 4.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated.
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 - 3. Exposed and Subject to Severe Physical Damage: GRC up to 8 ft. above finished grade. Raceway locations include the following:
 - a. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - b. Mechanical rooms.
 - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 6. Damp or Wet Locations: GRC.
 - 7. Boxes and Enclosures: NEMA 250, Type 1.
- C. Minimum Raceway Size: 3/4-inchT trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Install surface raceways only where indicated on Drawings.

3.02 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

- C. Comply with requirements in Division 26 Section "Hangers and Supports for Electrical Systems" for hangers and supports.
- D. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- G. Support conduit within 12 inches of enclosures to which attached.
- H. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- I. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- L. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- M. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- N. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- O. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- P. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- Q. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- R. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- S. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.03 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Division 26 Section "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.04 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.05 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

**END OF SECTION 26 05 33 - RACEWAYS AND BOXES
FOR ELECTRICAL SYSTEMS**

SECTION 26 05 53 -IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.02 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.03 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

PART 2 - PRODUCTS

2.01 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pre-tensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pre-tensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.02 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Colors for Raceways Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.

- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.03 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
- D. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.04 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.05 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.06 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.07 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.08 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
- G. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.02 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Install labels at 10-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Emergency Power.
 - 2. Power.

3. UPS.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
 - D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
 - E. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs.
 1. Comply with 29 CFR 1910.145.
 2. Identify system voltage with black letters on an orange background.
 3. Apply to exterior of door, cover, or other access.
 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
 - F. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
 - G. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
 - H. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 1. Labeling Instructions:
 - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

**END OF SECTION 26 05 53 – IDENTIFICATION FOR
ELECTRICAL SYSTEMS**

SECTION 26 32 13 - ENGINE GENERATORS

PART -1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes packaged engine-generator sets for emergency power supply with the following features:
 1. Diesel engine.
 2. Unit-mounted cooling system.
 3. Unit-mounted and remote-mounted control and monitoring.
 4. Performance requirements for sensitive loads.
 5. Fuel system.
 6. Outdoor enclosure.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 2. Include thermal damage curve for generator.
 3. Include time-current characteristic curves for generator protective device.
 4. Include fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75- and 1.0-times generator capacity.
 5. Include generator efficiency at 0.8 power factor at 0.5, 0.75- and 1.0-times generator capacity.
 6. Include air flow requirements for cooling and combustion air in cfm at 0.8 power factor, with air supply temperature of 95, 80, 70, and 50 deg F. Provide drawings showing requirements and limitations for location of air intake and exhausts.
 7. Include generator characteristics, including, but not limited to kw rating, efficiency, reactances, and short-circuit current capability.
- B. Shop Drawings:
 1. Include plans and elevations for engine-generator set and other components specified. Indicate access requirements affected by height of subbase fuel tank.
 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 3. Identify fluid drain ports and clearance requirements for proper fluid drain.
 4. Design calculations for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
 5. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include base weights.
 6. Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams showing terminal markings for EPS equipment and functional relationship between all electrical components.

1.04 INFORMATIONAL SUBMITTALS

- A. Warranty: Provide 5-year manufacturer warranty for generator.

1.05 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following:
 - a. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
 - b. Operating instructions laminated and mounted adjacent to generator location.
 - c. Training plan.

1.06 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fuses: One for every 10 of each type and rating but no fewer than one of each.
 2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each.
 3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.
 4. Tools: Each tool listed by part number in operations and maintenance manual.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved by manufacturer.
- B. Testing Agency Qualifications: Member company of NETA or an NRTL.
 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.08 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: 5 years from date of Substantial Completion.

PART -2 PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Generac
 2. Cummins
 3. MTU Onsite Energy
 4. Kohler
 5. CAT
- B. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.

2.02 PERFORMANCE REQUIREMENTS

- A. NFPA Compliance:
 1. Comply with NFPA 37.
 2. Comply with NFPA 70.
 3. Comply with NFPA 110 requirements for Level 2 emergency power supply system.
- B. UL Compliance: Comply with UL 2200.
- C. Engine Exhaust Emissions: Comply with EPA Tier requirements and applicable state and local government requirements.
- D. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 1. Ambient Temperature: Minus 15 to plus 45 deg C.
 2. Relative Humidity: Zero to 95 percent.
 3. Altitude: Sea level to 1000 feet.

2.03 ASSEMBLY DESCRIPTION

- A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.

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- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. Induction Method: Turbocharged.
- D. Governor: Adjustable isochronous, with speed sensing.
- E. Emissions: Comply with EPA Tier requirements.
- F. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.
 - 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.
- G. Capacities and Characteristics:
 - 1. Power Output Ratings: Nominal ratings as indicated at 0.8 power factor excluding power required for the continued and repeated operation of the unit and auxiliaries.
 - 2. Output Connections: Three-phase, four wire.
 - 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.
- H. Generator-Set Performance for Sensitive Loads:
 - 1. Oversizing generator compared with the rated power output of the engine is permissible to meet specified performance.
 - a. Nameplate Data for Oversized Generator: Show ratings required by the Contract Documents rather than ratings that would normally be applied to generator size installed.
 - 2. Steady-State Voltage Operational Bandwidth: 1 percent of rated output voltage from no load to full load.
 - 3. Transient Voltage Performance: Not more than 10 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 0.5 second.
 - 4. Steady-State Frequency Operational Bandwidth: Plus or minus 0.25 percent of rated frequency from no load to full load.
 - 5. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
 - 6. Transient Frequency Performance: Less than 2-Hz variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within three seconds.
 - 7. Output Waveform: At no load, harmonic content measured line to neutral shall not exceed 2 percent total with no slot ripple. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
 - 8. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to winding insulation or other generator system components.
 - 9. Excitation System: Performance shall be unaffected by voltage distortion caused by nonlinear load.
 - a. Provide permanent magnet excitation for power source to voltage regulator.
 - 10. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.04 ENGINE

- A. Fuel: Fuel oil, Grade DF-2.
- B. Rated Engine Speed: 1800 rpm.
- C. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm.
- D. Lubrication System: The following items are mounted on engine or skid:
 - 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.

2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- E. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
 1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 3. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 4. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 5. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - a. Rating: 50-psig maximum working pressure with coolant at 180 deg F, and not collapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- F. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
 1. Minimum sound attenuation of 25 dB at 500 Hz.
 2. Sound level measured at a distance of 25 feet from exhaust discharge after installation is complete shall be 71 dBA or less.
- G. Air-Intake Filter: Heavy-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- H. Starting System: 24-V electric, with negative ground.
 1. Components: Sized so they are not damaged during a full engine-cranking cycle with ambient temperature at maximum specified in "Performance Requirements" Article.
 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 3. Cranking Cycle: 60 seconds.
 4. Battery: Nicad, with capacity within ambient temperature range specified in "Performance Requirements" Article to provide specified cranking cycle at least three times without recharging.
 5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
 6. Battery Compartment: Factory fabricated of metal with acid-resistant finish and thermal insulation. Thermostatically controlled heater shall be arranged to maintain battery above 10 deg C regardless of external ambient temperature within range specified in "Performance Requirements" Article. Include accessories required to support and fasten batteries in place. Provide ventilation to exhaust battery gases.
 7. Battery Stand: Factory-fabricated, two-tier metal with acid-resistant finish designed to hold the quantity of battery cells required and to maintain the arrangement to minimize lengths of battery interconnections.
 8. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35 A minimum continuous rating.
 9. Battery Charger: Current-limiting, automatic-equalizing and float-charging type designed for Nicad batteries. Unit shall comply with UL 1236 and include the following features:
 - a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.

- b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg F to 140 deg F to prevent overcharging at high temperatures and undercharging at low temperatures.
- c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
- d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
- e. Enclosure and Mounting: NEMA 250, Type 1, wall-mounted cabinet.

2.05 DIESEL FUEL-OIL SYSTEM

- A. Comply with NFPA 30.
- B. Main Fuel Pump: Mounted on engine to provide primary fuel flow under starting and load conditions.
- C. Fuel Filtering: Remove water and contaminants larger than 1 micron.
- D. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
- E. Subbase-Mounted, Double-Wall, Fuel-Oil Tank: Factory installed and piped, complying with UL 142 fuel-oil tank. Features include the following:
 - 1. Tank level indicator.
 - 2. Fuel-Tank Capacity: Minimum for fuel capacity shall maintain generator operation for 48 hours at 80% of full load rating.
 - 3. Leak detection in interstitial space.
 - 4. Vandal-resistant fill cap.
 - 5. Containment Provisions: Comply with requirements of authorities having jurisdiction.

2.06 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.
- B. Comply with UL 508A.
- C. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration. Panel shall be powered from the engine-generator set battery.
- D. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common wall-mounted control and monitoring panel. Panel shall be powered from the engine-generator set battery.
- E. Indicating Devices: As required by NFPA 110 for Level 2 system, including the following:
 - 1. AC voltmeter.
 - 2. AC ammeter.
 - 3. AC frequency meter.
 - 4. EPS supplying load indicator.
 - 5. Ammeter and voltmeter phase-selector switches.
 - 6. DC voltmeter (alternator battery charging).
 - 7. Engine-coolant temperature gage.
 - 8. Engine lubricating-oil pressure gage.
 - 9. Running-time meter.
 - 10. Current and Potential Transformers: Instrument accuracy class.
- F. Protective Devices and Controls in Local Control Panel: Shutdown devices and common visual alarm indication as required by NFPA 110 for Level 2 system, including the following:
 - 1. Start-stop switch.
 - 2. Over crank shutdown device.
 - 3. Overspeed shutdown device.
 - 4. Coolant high-temperature shutdown device.
 - 5. Coolant low-level shutdown device.

6. Low lube oil pressure shutdown device.
 7. Over crank alarm.
 8. Overspeed alarm.
 9. Coolant high-temperature alarm.
 10. Coolant low-temperature alarm.
 11. Coolant low-level alarm.
 12. Low lube oil pressure alarm.
 13. Lamp test.
 14. Contacts for local and remote common alarm.
 15. Coolant high-temperature pre alarm.
 16. Generator-voltage adjusting rheostat.
 17. Main fuel tank low-level alarm.
 - a. Low fuel level alarm shall be initiated when the level falls below that required for operation for the duration required in "Fuel Tank Capacity" Paragraph in "Diesel Fuel-Oil System" Article.
 18. Run-Off-Auto switch.
 19. Control switch not in automatic position alarm.
 20. Low-starting air pressure alarm.
 21. Low-starting hydraulic pressure alarm.
 22. Low cranking voltage alarm.
 23. Battery-charger malfunction alarm.
 24. Battery low-voltage alarm.
 25. Battery high-voltage alarm.
- G. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- H. Connection to Datalink: A separate terminal block, factory wired to Form C dry contacts, for each alarm and status indication. Provide connections for datalink transmission of indications to remote data terminals via ModBus.
- I. Common Remote Panel with Common Audible Alarm: Comply with NFPA 110 requirements for Level 2 systems. Include necessary contacts and terminals in control and monitoring panel. Remote panel shall be powered from the engine-generator set battery.
- J. Remote Alarm Annunciator: Comply with NFPA 99. An LED labeled with proper alarm conditions shall identify each alarm event, and a common audible signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.
1. Over crank alarm.
 2. Coolant low-temperature alarm.
 3. High engine temperature pre alarm.
 4. High engine temperature alarm.
 5. Low lube oil pressure alarm.
 6. Overspeed alarm.
 7. Low fuel main tank alarm.
 8. Low coolant level alarm.
 9. Low cranking voltage alarm.
 10. Contacts for local and remote common alarm.
 11. Audible-alarm silencing switch.
 12. Run-Off-Auto switch.
 13. Control switch not in automatic position alarm.
 14. Fuel tank derangement alarm.
 15. Fuel tank high-level shutdown of fuel supply alarm.
 16. Lamp test.
 17. Low cranking voltage alarm.

- K. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- L. Remote Emergency-Stop Switch: Flush; wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

2.07 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.
 - 1. Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel.
- B. Generator Circuit Breaker: Molded-case, thermal-magnetic type; 100 percent rated; complying with UL 489.
 - 1. Tripping Characteristic: Designed specifically for generator protection.
 - 2. Trip Rating: Matched to generator output rating.
 - 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 - 4. Mounting: Adjacent to or integrated with control and monitoring panel.

2.08 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H or Class F.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- E. Range: Provide extended range of output voltage by adjusting the excitation level.
- F. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- G. Enclosure: Drip proof.
- H. Instrument Transformers: Mounted within generator enclosure.
- I. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified and as required by NFPA 110.
 - 1. Adjusting Rheostat on Control and Monitoring Panel: Provide plus or minus 5 percent adjustment of output-voltage operating band.
 - 2. Maintain voltage within 15 percent on one step, full load.
 - 3. Provide anti-hunt provision to stabilize voltage.
 - 4. Maintain frequency within 5 percent and stabilize at rated frequency within 2 seconds.
- J. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.
- K. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- L. Sub transient Reactance: 12 percent, maximum.

2.09 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, sound-attenuating, weatherproof steel housing, wind resistant up to 100 mph. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
- B. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
 - 2. Automatic Dampers: At engine cooling-air inlet and discharge. Dampers shall be closed to reduce enclosure heat loss in cold weather when unit is not operating.
 - 3. Ventilation: Provide temperature-controlled exhaust fan interlocked to prevent operation when engine is running.

- C. Interior Lights with Switch: Factory-wired, vapor-proof fixtures within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.
 - 1. AC lighting system and connection point for operation when remote source is available, factory wired to factory installed load center.
 - 2. DC lighting system for operation when remote source and generator are both unavailable.
- D. Convenience Outlets: Factory wired, GFCI. Arrange for external electrical connection.
- E. Load Center: Provide a factory installed 60-amp, 12 circuits load center with 60A main breaker and all branch breakers. Factory wire all devices integral to the generator including battery charger, block heater, receptacles, lighting etc. Coordinate breaker requirement with load being served.
- F. Provide 2 additional emergency stop switched. Mount one unit (surface mounted) on exterior of generator at 48" above finished grade and install the second unit on the building.

2.10 VIBRATION ISOLATION DEVICES

- A. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.
 - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch-thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 - 2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
 - 3. Minimum Additional Travel: 50 percent of required deflection at rated load.
 - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 - 6. Minimum Deflection: 1 inch.
- B. Comply with requirements in Section 23 21 16 "Hydronic Piping Specialties" for vibration isolation and flexible connectors materials for steel piping.
- C. Comply with requirements in Section 23 31 13 "Metal Ducts" for vibration isolation and flexible connector materials for exhaust shroud and ductwork.
- D. Vibration isolation devices shall not be used to accommodate misalignments or to make bends.

2.11 FINISHES

- A. Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

PART- 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.
- B. Examine roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Equipment Mounting:
 - 1. Install packaged engine generators on cast-in-place concrete equipment bases. Comply with requirements for equipment bases and foundations.
 - 2. Coordinate size and location of concrete bases for packaged engine generators. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.
- C. Install packaged engine-generator to provide access, without removing connections or accessories, for periodic maintenance.

- D. Install packaged engine-generator with restrained spring isolators having a minimum deflection of 1 inch on 6-inch-high concrete base. Secure enclosure to anchor bolts installed in concrete bases.
- E. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.03 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Fill fuel tank to 100% capacity.
- C. Tests and Inspections:
 - 1. Perform on site load bank test following procedures listed below.
 - a. Allow 5 minutes for engine warm up.
 - b. Run at 25 % load for 15 minutes.
 - c. Run at 50% load for 15 minutes.
 - d. Run at 75% load for 15 minutes.
 - e. Run at 100% load for 10 minutes.
 - f. Provide the following reading at each step, ambient temp, battery voltage, oil pressure, coolant temperature, exhaust temp, frequency, voltages (L – L, L – N), current (A, B, C Phase Current).
 - g. Upon completion of the load bank test, fill fuel tank to 100% capacity.

3.04 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide 60 months' full maintenance by skilled employees of manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

3.05 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

END OF SECTION 26 32 13 – ENGINE GENERATORS

Department of Corrections - Howard McLeod Correctional Center Generator Replacement

Atoka, OK



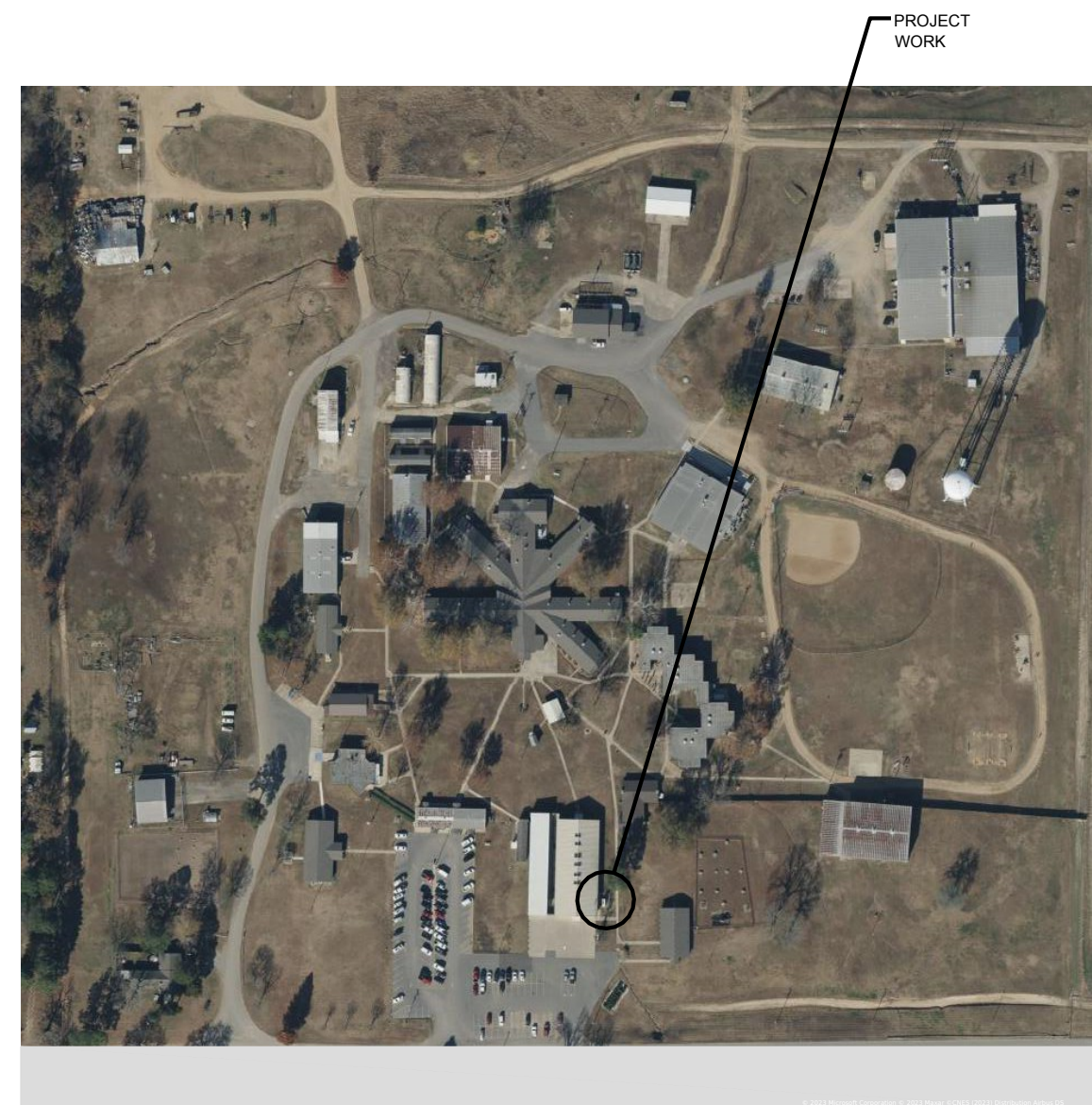
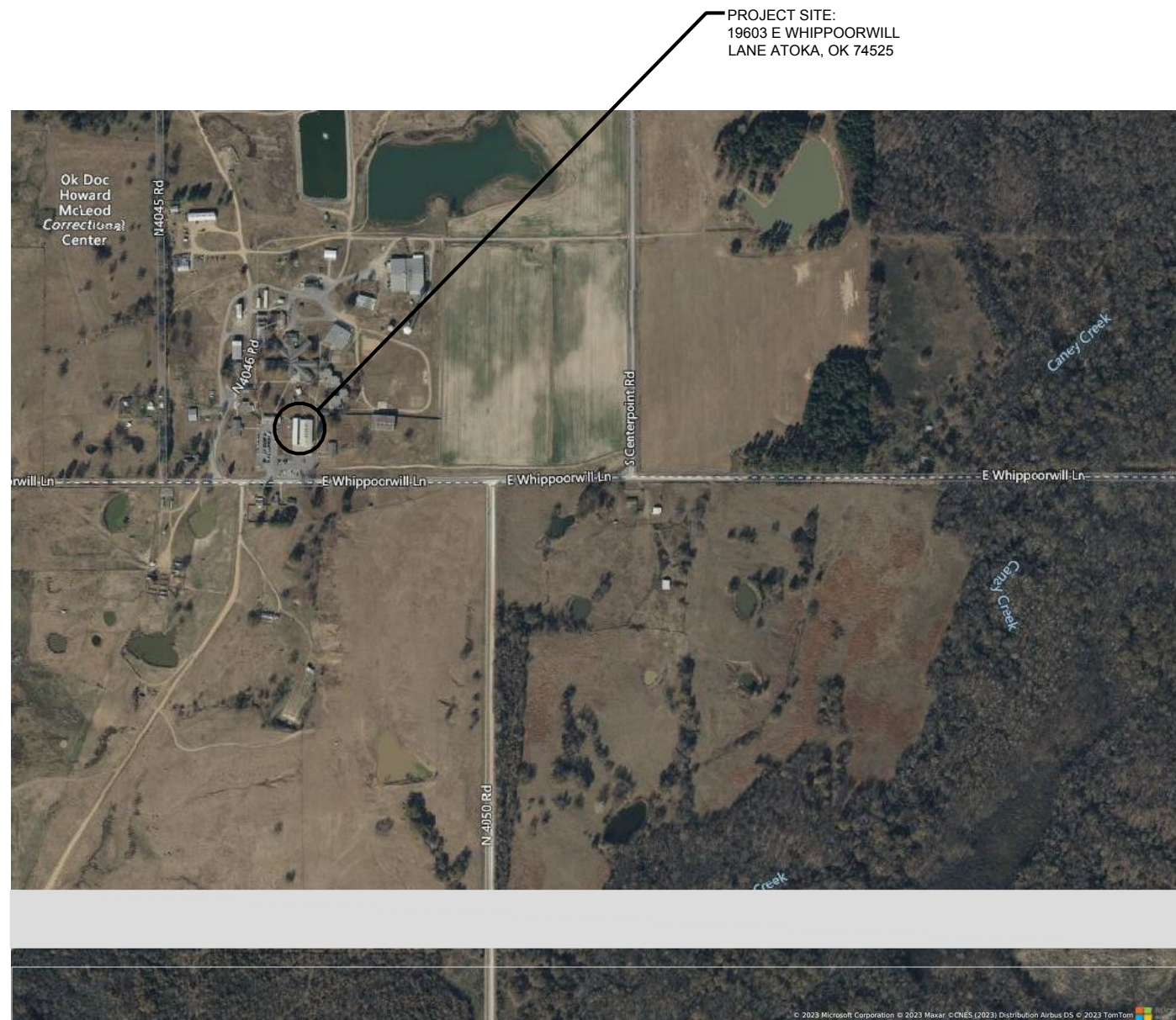
BUILDING CODE INFORMATION

- A. APPLICABLE CODES AND STANDARDS (www.ok.gov/oubcc)
- 2018 International Residential Code (as modified by State of Oklahoma)
 - 2018 International Building Code (as modified by State of Oklahoma)
 - 2018 International Existing Building Code (as modified by State of Oklahoma)
 - 2018 International Plumbing Code (as modified by State of Oklahoma)
 - 2018 International Fire Code (as modified by State of Oklahoma)
 - 2018 International Fuel Gas Code (as modified by State of Oklahoma)
 - 2018 International Mechanical Code (as modified by State of Oklahoma)
 - 2017 National Electric Code (as modified by State of Oklahoma)
 - The Americans with Disabilities Act of 1990 (2010 ADA Standards for Accessible Design)

DRAWING INDEX

- GENERAL**
 G-001 Cover Sheet, Sheet Index, Vicinity Map and Building Code Information
- ELECTRICAL**
 E-001 Electrical General Notes, Abbreviations, and Legend
 E-101 Electrical Plans

PROJECT VICINITY MAP



Office of Management & Enterprise Services,
 Division of Capital Assets Management, Construction & Properties Department

Approvals:

- State Fire Marshal
- Department of Environmental Quality
- Water Resources Board

This approval is for compliance with State Statute 61 O.S. 204 A, 2 only. This review and approval shall not be considered a comprehensive review or a quality control check of the Contract Documents. The Consultant shall be solely responsible for any and all errors, omissions or conflicting information in the Contract Documents.

Director _____ Dat _____

Construction & Properties (Owner)



EDA + FKI Engineers
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 Tulsa, OK 74146
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04/10/2025

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Project Information:

Project Name: HMCC/Generator Replacement
 Project Location: Atoka, OK
 Using Agency: Howard McLeod Correctional Center
 Issue Date: August 21st, 2023

Cover Sheet

GENERAL ELECTRICAL NOTES

- A. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES... B. PROCURE ALL NECESSARY PERMITS OR LICENSES REQUIRED FOR WORK... C. COORDINATE WITH ALL OTHER TRADES FOR EXACT LOCATION OF EQUIPMENT... D. CAREFULLY CHECK DRAWINGS, IN THE EVENT ANY PROPOSED OR ALTERNATE EQUIPMENT REQUIRES SPACE, SUPPORT OR LAYOUT CONDITIONS OTHER THAN THOSE SHOWN ON THE PLANS...

MEP ABBREVIATIONS

Table with 3 columns: Abbreviation, Description, Abbreviation, Description. Includes terms like AIR OR AMPERES, ARCHITECT/ENGINEER, ABOVE, AIR CONDITIONING, AREA DRAIN, ADDL, ADDITIONAL, ADRM, ABOVE FINISHED FLOOR, ABOVE FINISH GRADE, AUTHORITY HAVING JURISDICTION, AIR HANDLING UNIT, ALUMINUM, ALARM, AMMETER, AMB, ARCHITECT, AUTOMATIC AIR VENT, BALANCE, BATTERY, BASEBOARD HEATER, BACKDRAFT DAMPER, BELOW, BELOW FINISH FLOOR, BELOW FINISH GRADE, BACKWARD INCLINED BREAKER, BOILER, BENCH MARK, BUILDING MANAGEMENT SYSTEM, BOTTOM OF DUCT, BOLTED PRESSURE SWITCH, BOTTOM, BRITISH THERMAL UNIT, BRITISH THERMAL UNITS PER HOUR, CONDUIT OR CENTIGRADE, CATCH BASIN, CONDENSATE DRAIN OR CEILING DIFUSER, CEILING EXHAUST GRILLE, CEILING EXHAUST REGISTER, CUBIC FEET PER MINUTE, CHILLER, CONTROLS INSTALLER, CENTERLINE, CEILING, CLEANOUT, COLUMN, COMBINATION, CONCRETE, CONDENSATE OR CONNECTION, CONT, CONTINUOUS, CONSTRUCTION, CONTAMINATE, COORDINATE, COMPRESSOR REGISTER OR CRITICAL BRANCH, CEILING RETURN GRILLE, CEILING RETURN RETURN, CEILING SUPPLY DIFFUSER, CEILING SUPPLY REGISTER, CENTER, CONDENSING UNIT, DOMESTIC COLD WATER, DRY BULB, DIRECT DIGITAL CONTROL, DETECTOR, DRAINAGE FIXTURE UNIT, DIA, DIAMETER, DIFFUSER, DIM, DIMENSION, DISC, DISCONNECT, DIV, DIVISION, DAMPER, DOWN, DISTRIBUTION PANELBOARD, DR, DRAIN, DS, DOWNSPOUT, DT, DETAIL, DWG, DRAWING, DWH, DOMESTIC WATER HEATER, DWV, DRAIN WASTE & VENT, EA, EXHAUST AIR OR EACH ENTERING AIR TEMP, EF, EXHAUST FAN, EG, EXHAUST GRILLE, ELEV, ELEVATION, ELEC, ELECTRICAL, ELEV, ELEVATOR, ELBW, ELBOW, EM, EMERGENCY, EMT, ELECTRICAL METALLIC TUBING, ENG, ENGINEER, ENGY, ENERGY, ENT, ENTERING, EP, EXPLOSION-PROOF EQUIPMENT, EQ, EQUIPMENT, EWC, EXHAUST REGISTER, EWT, ELECTRICAL WATER COOLER, EXH, EXHAUST, EXT, EXTERIOR, EXTG, EXISTING, F&I, FURNISHED AND INSTALLED, FA, FIRE ALARM, FACP, FIRE ALARM CONTROL PANEL, FC, FOOTCANDLE, FCO, FLOOR CLEANOUT, FDU, FAN COIL UNIT, FDR, FLOOR DRAIN OR DAMPER, FE, FIRE DAMPER, FEK, FIRE EXTINGUISHER CABINET, FF, FINISH FLOOR, FG, FINISH GRADE, FHC, FIRE HOSE CABINET, FHD, FIRE HYDRANT, FIN, FINISH, FXT, FIXTURE, FL, FLOWLINE, FLR, FLOOR, FLUOR, FLUORESCENT, FP, FIRE PROTECTION WATER SUPPLY, FIREPROOFING, FREEZE PROOF WALL HYDRANT, FSP, FLOOR SINK, FS, FEET, FU, FUSE OR FIXTURE UNITS, FURN, FURNISHED, FUT, FUTURE, G, GAUGE, GBD, GRAVITY BACKDRAFT DAMPER, GD, GUTTER DRAIN, GEN, GENERAL, GFI, GROUND FAULT INTERRUPTER, GND, GROUND, GPM, GALLONS PER MINUTE, GR, GRADE, GRL, GRILLE, GRS, GALVANIZED RIGID STEEL, GSK, GOSSENCK, GT, GREASE TRAP, GV, GRAVITY VENT, GYP, GYPSUM BOARD, H, HIGH, HB, HOSE BBB, HD, HUB DRAIN, HORIZ, HORIZONTAL, HP, HORSEPOWER, HT, HEIGHT, HTG, HEATING, HTR, HEATER, HW, DOMESTIC HOT WATER OR HEATING WATER, HWR, DOMESTIC HEATING WATER RETURN OR HEATING WATER RETURN, HWS, HEATING WATER SUPPLY, HWI, HOT WATER TANK, HZ, HERTZ, IAW, IN ACCORDANCE WITH, ID, INSIDE DIAMETER, IES, INSTANTANEOUS WATER HEATER, IS, ISOLATED GROUND, INHW, INSTANTANEOUS WATER HEATER, IN, INCHES, INCAND, INCANDESCENT, INSUL, INSULATED, INTERLOCK, INTERLOCK, KILOVOLT-AMF, KVA, KILOWATT, KW, KILOWATT, L, LEAKING REFRIGERANT LINE OR LENGTH, LAI, LEAVING AIR TEMPERATURE, LAV, LAVATORY, LOC, LOCATION, LP, LOW PRESSURE OR LIGHT, LPT, LOW POINT, LRV, LOWVOLTAGE ROOF VENT, LS, LIFE SAFETY BRANCH, LV, LOW VOLTAGE, LVT, LOUVER, LWC, LEAVING WATER TEMPERATURE, LWT, LEAVING WATER TEMPERATURE, MAX, MAXIMUM, MCB, MOTOR CONTROL CENTER, MD, MOTORZED DAMPER, MDN, MAIN DISTRIBUTION PANEL, MECH, MECHANICAL, MEZZ, MEZZANINE, MFR, MANUFACTURE, MIN, MINIMUM, MK, MARK, MSB, MARK SWITCHBOARD, MTD, MOUNTED, MTR, MOTOR, MTR, MULTIBLADE DAMPER, NC, NORMALLY CLOSED OR NOISE COEFFICIENT, NEC, NATIONAL ELECTRICAL CODE, NF, NOT FUSED, NIC, NOT IN CONTRACT, NCH, NICH, NL, NIGHT LIGHT, UNSWITCHED, NMD, NORMALLY OPEN OR NUMBER NOT TO SCALE, NPT, NATIONAL 1/2" PIPE THREAD, NTS, NATIONAL 1/4" PIPE THREAD, O, OUTSIDE AIR, OBD, OPPOSED BLADE DAMPER, ON, ON CENTERS, OPNG, OPENING, OVRN, OVERLOW ROOF DRAIN, OSD, OPEN SITE DRAIN, OFCI, OWNER FURNISHED, CONTRACTOR INSTALLED, P, DIAMETER OR PHASE, P, POLE, PB, PULL BOX OR PUSHBUTTON, PC, PHOTOCELL OR PULL CHAIN, PD, PRESSURE DROP, PH, PHASE, PNL, PANEL, PP, POWER POLE, PRV, PRIMARY VOLTAGE ELECTRICAL PRESSURE RELIEF VALVE, PSI, POUNDS PER SQUARE INCH, PT, POINT, PWR, POLYMER CHLORIDE, PWR, POWER, RA, RETURN AIR, RAG, RETURN AIR GRILLE, RD, ROOF DRAIN, RE, REFERENCE, RE-01/P, REFERENCE DETAIL NO./ SHEET NO., RECIRC, RECIRCULATION, RECEPT, RECEPTACLE, REQD, REQUIRE, RF, RETURN FAN RO RADIO, RG, RETURN AIR GRILLE, RH, RELATIVE HUMIDITY, RM, ROOM, RPM, REVOLUTIONS PER MINUTE, RR, RETURN REGISTER, RTU, ROOF TOP UNIT, RV, ROOF VENT, S, SUCTION REFRIGERATE LINE OR STEAM, SA, SUPPLY AIR, SAN, SANITARY, SCHD, SCHEDULED, SD, SMOKE DETECTOR OR DAMPER, SEF, OR STORM DRAIN, SEF, SMOKE EVALUATION FAN, SHT, SUPPLY FAN, SK, SINK, SLV, SLEEVE, SQ, SQUARE, SP, STAIRPIPE, SR, SUPPLY REGISTER, SS, SANITARY SEWER DR, SS, STAINLESS STEEL, STND, STANDARD, SURF, SURFACE, SW, SWITCH, SWBC, SWITCHBOARD, TC, THERMOSTAT, TD, TIMECLOCK, TDH, TRENCH DRAIN, TDH, TOTAL DISCHARGE HEAD, TEL, TELEPHONE, TEMP, TEMPERATURE, THRU, THROUGH, TR, TRANSFER GRILLE, TSTAT, THERMOSTAT, TTB, TELEPHONE TERMINAL BOARD, TTC, TELEPHONE TERMINAL CABINET, TVSS, TELEVISION, TVSS, TELEPHONE VOLTAGE SUPPRESSION SYSTEM, UE, UNDERGROUND ELECTRICAL UNIT HEATER, UNO, UNLESS NOTED OTHERWISE, UR, URINAL, UT, UNDERGROUND TELEPHONE OR VOLTS, VAL, VALVE, VAC, VOLTS ALTERNATING CURRENT, VAV, OR VACUUM, VAV, VARIABLE AIR VOLUME, VERT, VERTICAL, VFD, VARIABLE FREQUENCY DRIVE, VFR, VENDOR FURNISHED, VENDER INSTALLED, VTR, VENT THRU HOOD, VM, VOLT METER, WM, WASTE OR WIDTH, W/O, WITHOUT, WB, WET BULB, WC, WATER CLOSET OR WATER COLUMN, WCO, WALL CLEANOUT, WG, WATER GAUGE, WH, WATER HEATER OR WALL HYDRAN, WHM, WATTHOUR METER, WHP, WEATHER PROOF, WTR, WATER, XFR, TRANSFORMER, XFR, TRANSFER, YH, YARD HYDRANT

ELECTRICAL SYMBOL LEGEND

Table with 2 columns: SYMBOL, DESCRIPTION. Includes symbols for JUNCTION BOX, DUPLEX RECEPTACLE, WIRING DEVICE MOUNTED 6" ABOVE COUNTER, DUPLEX RECEPTACLE, 20A, 120V, WITH GROUND FAULT INTERRUPTER, PANELBOARD (RECESS MOUNTED), PANELBOARD (SURFACE MOUNTED), DISTRIBUTION PANELBOARD, EQUIPMENT SAFETY SWITCH AMPS AND POLES AS NOTED ON PLANS, MANUAL MOTOR STARTER, MOTOR STARTER/VFD, COMBINATION MOTOR STARTER AMPS AND POLES AS NOTED OR AS SCHEDULED, HOME RUN (NO. OF HASHMARKS=NO. OF CONDUCTORS), CONDUIT (ROUTED UNDER SLAB OR CONCEALED), POINT OF CONNECTION, EQUIPMENT BY ANOTHER DIVISION, TRANSFORMER, BRACKET MTD. - ON WALL, TRANSFORMER, FLOOR MTD. ON 4" HOUSE KEEPING PAD, DUCT-MOUNTED SMOKE DETECTOR



Office of Management & Enterprise Services, Division of Capital Assets Management, Construction & Properties Department

Approvals:

- State Fire Marshal
Department of Environmental Quality
Water Resources Board

This approval is for compliance with State Statute 61 O.S. 204 A. 2 only. This review and approval shall not be considered a comprehensive review or a quality control check of the Contract Documents. The Consultant shall be solely responsible for any and all errors, omissions or conflicting

Director Construction & Properties (Owner)

MEP Engineer Of Record: EDA+FKI ENGINEERS

EDA + FKI Engineers PC 10810 E. 45th Street - Suite 201 Tulsa, OK 74146 p: 918.258.6890 f: 918.515.4338



For

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Project Information:

Project Name: HMCC/Generator Replacement
Project Location: Atoka, OK
Using Agency: Howard McLeod Correctional Center
Issue Date: August 21st, 2023

Electrical General Notes, Abbreviations, Legends, and Details



Office of Management & Enterprise Services,
Division of Capital Assets Management, Construction & Properties Department

Approvals:

- State Fire Marshal
- Department of Environmental Quality
- Water Resources Board
-

This approval is for compliance with State Statute 61 O.S. 204 A, 2 only. This review and approval shall not be considered a comprehensive review or a quality control check of the Contract Documents. The Consultant shall be solely responsible for any and all errors, omissions or conflicting

Director _____ Dat _____
Construction & Properties (Owner)

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For _____

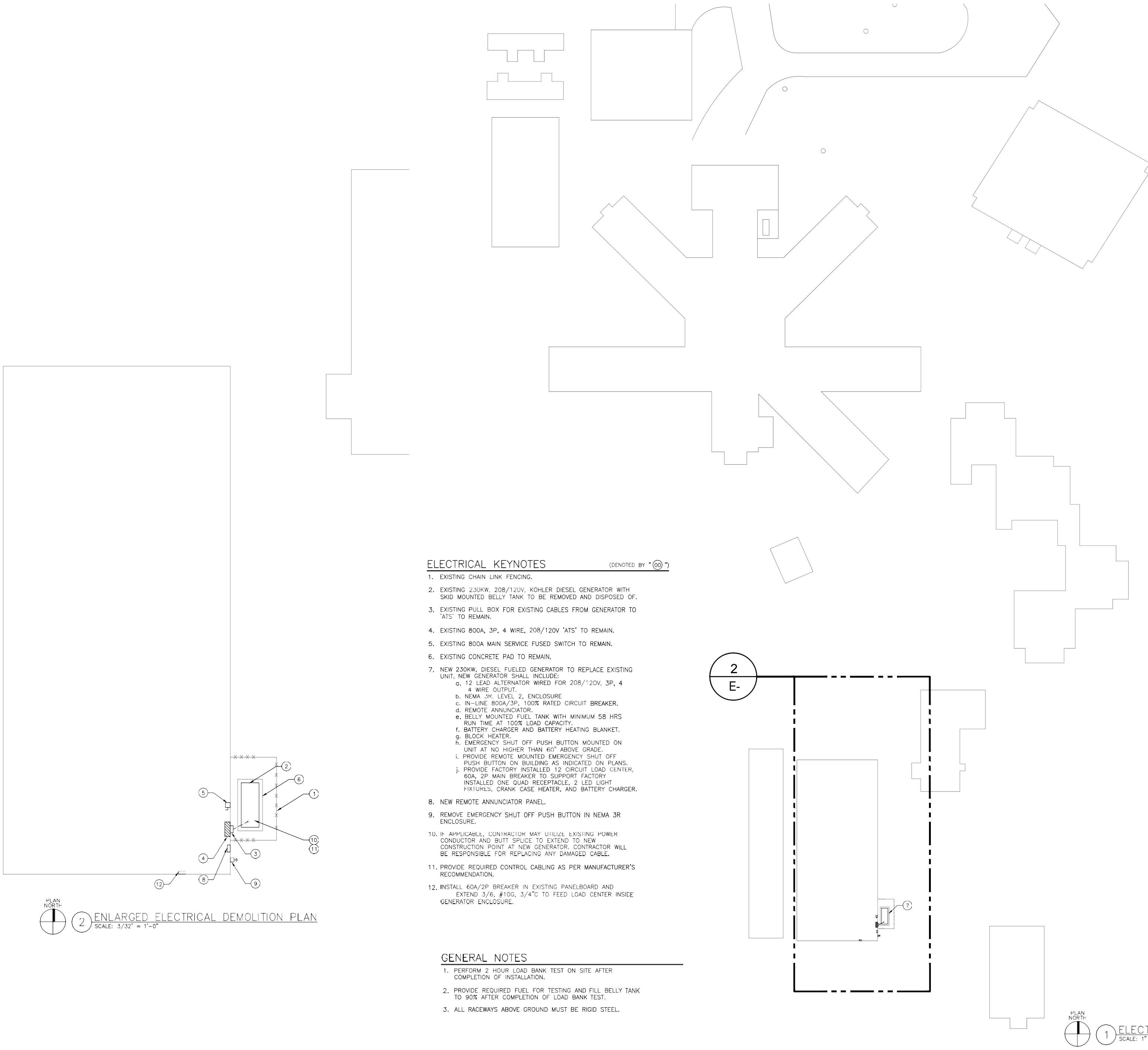
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Project Information:

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Electrical Site Plan

Sheet: **E-101** 3 Of 3



ELECTRICAL KEYNOTES (DENOTED BY "00")

1. EXISTING CHAIN LINK FENCING.
2. EXISTING 230KW, 208/120V, KOHLER DIESEL GENERATOR WITH SKID MOUNTED BELLY TANK TO BE REMOVED AND DISPOSED OF.
3. EXISTING PULL BOX FOR EXISTING CABLES FROM GENERATOR TO 'ATS' TO REMAIN.
4. EXISTING 800A, 3P, 4 WIRE, 208/120V 'ATS' TO REMAIN.
5. EXISTING 800A MAIN SERVICE FUSED SWITCH TO REMAIN.
6. EXISTING CONCRETE PAD TO REMAIN.
7. NEW 230KW, DIESEL FUELED GENERATOR TO REPLACE EXISTING UNIT. NEW GENERATOR SHALL INCLUDE:
 - a. 12 LEAD ALTERNATOR WIRED FOR 208/120V, 3P, 4 WIRE OUTPUT.
 - b. NEMA 3R, LEVEL 2, ENCLOSURE
 - c. IN-LINE 800A/3P, 100% RATED CIRCUIT BREAKER.
 - d. REMOTE ANNUNCIATOR.
 - e. BELLY MOUNTED FUEL TANK WITH MINIMUM 58 HRS RUN TIME AT 100% LOAD CAPACITY.
 - f. BATTERY CHARGER AND BATTERY HEATING BLANKET.
 - g. BLOCK HEATER.
 - h. EMERGENCY SHUT OFF PUSH BUTTON MOUNTED ON UNIT AT NO HIGHER THAN 60" ABOVE GRADE.
 - i. PROVIDE REMOTE MOUNTED EMERGENCY SHUT OFF PUSH BUTTON ON BUILDING AS INDICATED ON PLANS.
 - j. PROVIDE FACTORY INSTALLED 12 CIRCUIT LOAD CENTER, 60A, 2P MAIN BREAKER TO SUPPORT FACTORY INSTALLED ONE QUAD RECEPTACLE, 2 LED LIGHT FIXTURES, CRANK CASE HEATER, AND BATTERY CHARGER.
8. NEW REMOTE ANNUNCIATOR PANEL.
9. REMOVE EMERGENCY SHUT OFF PUSH BUTTON IN NEMA 3R ENCLOSURE.
10. IF APPLICABLE, CONTRACTOR MAY UTILIZE EXISTING POWER CONDUCTOR AND BUTT SPLICE TO EXTEND TO NEW CONSTRUCTION POINT AT NEW GENERATOR. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING ANY DAMAGED CABLE.
11. PROVIDE REQUIRED CONTROL CABLING AS PER MANUFACTURER'S RECOMMENDATION.
12. INSTALL 60A/2P BREAKER IN EXISTING PANELBOARD AND EXTEND 3/6, #10G, 3/4" TO FEED LOAD CENTER INSIDE GENERATOR ENCLOSURE.

GENERAL NOTES

1. PERFORM 2 HOUR LOAD BANK TEST ON SITE AFTER COMPLETION OF INSTALLATION.
2. PROVIDE REQUIRED FUEL FOR TESTING AND FILL BELLY TANK TO 90% AFTER COMPLETION OF LOAD BANK TEST.
3. ALL RACEWAYS ABOVE GROUND MUST BE RIGID STEEL.



2 ENLARGED ELECTRICAL DEMOLITION PLAN
SCALE: 3/32" = 1'-0"



1 ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"

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 or 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 a limit of not less than \$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 reasonably 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-days 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 a 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.

ATTACHMENT C
AGENCY TERMS
SOLICITATION NO. EV00000712

1 Security

- 1.1** Security: Contractor employees, agents, and representatives shall comply with all security and identification procedures at ODOC facilities. ODOC is responsible for alerting Contractor to these requirements prior to the commencement of work.
- 1.2** Security requirements may include, but are not limited to:
- A.** Identification: All employees, agents, and representatives of the Contractor, while working on State property, shall carry or display acceptable identification.
 - B.** Vehicle/Tool/Equipment Security: Drivers must turn off vehicle motors and lock cab doors whenever their vehicle is unattended. Tools and equipment must be secured. Vehicles shall be searched prior to entry and exit, causing up to a thirty (30) minute delay each way.
 - C.** Offender Contact: Contractor's employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to ODOC facility security staff before leaving the site.
 - D.** Subject to Search: All persons, vehicles, packages and equipment entering a ODOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., will be searched with x-ray equipment. A drug K-9 may also be used to search persons, vehicles, packages, and equipment.
 - E.** Contraband: Contractor employees, agents, and representatives shall not have any weapons including, but not limited to, guns, knives of any type or length, mace, stun-guns, or box cutters, cell phones, pagers, wireless PDAs, drugs, tobacco or tobacco-like products, alcohol (to include near-beer), cash (amount to be determined on a facility-by-facility basis) or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally port and return

them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement. Prescription drugs are allowed only in a one-day supply and must be in the original prescription container; Security staff shall be notified if prescription drugs are brought onto facility grounds.

- F.** Security Clearance: Contractor employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at the facility. At facility discretion, Contractor shall comply with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.
- G.** Tobacco Use Prohibited. The use of tobacco or tobacco-like products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of ODOC, including parking lots owned or under the control of ODOC.

2 Prison Rape Elimination Act (28 C.F.R. § 115.17 and § 115.77)

2.1 Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Supplier, its employees, agents or representative and an offender is expressly forbidden. In addition, by accepting a contract with ODOC, Supplier attests that no employee, agent or representative of the Supplier who may have direct contact with ODOC offenders while performing the requirements of this contract has:

- A.** Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution (as defined in 42 U.S.C. 1997);
- B.** Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
- C.** Been civilly or administratively adjudicated to have engaged in the activity described above. Any supplier who engages in sexual abuse will be prohibited from contact with offenders and will be reported to law enforcement agencies and to relevant licensing bodies.

2.2 Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal

charges as warranted. ODOC may also terminate the contract immediately when violations are found.

Attachment A

Solicitation No. EV00000712

This Solicitation is a Contract Document and is an invitation to bid in connection with the Contract awarded on behalf of the Oklahoma Department of Corrections (ODOC) by and through 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.

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of the Oklahoma Department of Corrections (ODOC) from potential Suppliers to provide a contract for the purchase of a replacement generator at Howard McLeod Correctional Center located at 19601 E. Whippoorwill Lane, Atoka, OK 74525.

1. Contract Term and Renewal Options:

1.1. This contract will be awarded as a one-time purchase.

2. Solicitation Criterion:

2.1. The Bid will be evaluated using the lowest and best criterion, based on the following:

2.1.1. Lowest price on items that meet the required minimum specifications as described in **Exhibit 2: HMCC Generator Engineer Plans.**

3. Scope and Description:

3.1 The generator shall meet all requirements and specifications detailed in:

Exhibit 2: HMCC Generator Engineer Plans

Exhibit: 3 HMCC Generator Engineer Drawings

Quantity: 1 unit

Unit Price: \$ 115,159⁰⁰

Lead Time: 12-16 weeks

4. Executive Summary and Company Information shall be proposed in Exhibit 1: Executive Summary and Company Information.