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## **STATE OF OKLAHOMA CONTRACT WITH BIOLOG INC**

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services for the benefit of the Oklahoma Department of Agriculture Food & Forestry and BIOLOG INC (“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 one (1) year with no options to renew the contract.

### **Purpose**

The State is awarding the Contract to Supplier for the provision of Purchase of an Anaerobic Workstation, as more particularly described in certain Contract Documents. Supplier submitted a proposal containing exceptions to the Solicitation and Supplier submitted additional terms 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. Solicitation EV00000824, Attachment A;
  - 2.2. Exhibit#1- Specifications;
  - 2.3. General Terms, Attachment B;
  - 2.4. Reserved, Attachment C;
  - 2.5. Response to Specification Attachment E;
  - 2.6. Pricing, Attachment E-1
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 enforce ability 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. Payment obligations rest solely with the Dept of Agriculture Food & Forestry. Please send invoices and billing inquiries to:

Oklahoma Department of Agriculture, Food, and Forestry  
2800 N Lincoln Blvd,  
Oklahoma City, Oklahoma 73105  
Email: laurie.mercer@ag.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 DEPT OF AGRICULTURE  
FOOD & FORESTRY:**

**BIOLOG INC:**

By: *Daniel C. Ridings*  
Daniel C. Ridings (Mar 12, 2026 12:27:00 CDT)

By: *Cristina Pons*  
Cristina Pons (Mar 12, 2026 09:18:43 PDT)

Name: Daniel C. Ridings

Name: Cristina Pons

Title: Director of Administrative Services

Title: Vice President of Finance

Date: Mar 12, 2026

Date: Mar 12, 2026

Agency Counsel:

By: *James Rucker*  
James Rucker (Mar 12, 2026 11:21:28 CDT)

Name: James Rucker

Title: Deputy General Counsel

Date: Mar 12, 2026

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

By: *Amanda Otis*  
Amanda Otis (Mar 12, 2026 13:48:55 EDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Mar 12, 2026

# **Attachment A**

## **Agency Solicitations**

### **Solicitation No. EV00000824**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of the Oklahoma Department of Agriculture, Food and Forestry, 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 Agriculture, Food and Forestry, from potential Suppliers to provide a contract for the purchase of an Anaerobic Workstation. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract<sup>1</sup>.

The Contract is awarded on behalf of the Oklahoma Department of Agriculture, Food and Forestry for the purchase of an Anaerobic Workstation. The unit must be a self-contained bench-top unit capable of anaerobic and microaerophilic conditions, which allows an operator to work with their hands inside the unit without disruption of the set environmental conditions.

#### **1. Contract Term and Renewal Options:**

- 1.1. The initial Contract term, which begins on the effective date of the Contract, is one year with no options to renew the Contract.

#### **2. Solicitation Criterion:**

- 2.1. The Bid will be evaluated using the best value criterion, based on the following:
  - 2.1.1. Price- Exhibit #2
  - 2.1.2. Ability to meet all Mandatory Specifications- Exhibit # 1
  - 2.1.3. Response to Non-Mandatory Specifications- Exhibit # 1

#### **3. Scope and Description:**

- 3.1. The Bid Response shall show the ability of the Bidder to meet or exceed the mandatory specifications listed on Exhibit #1 indicating product bid meets that specification.
- 3.2 Response to mandatory requirements shall be confirmed on Exhibit #1 – Specifications.

#### **4. Pricing**

4.1. Pricing shall be proposed as a single total cost and include all information concerning fees, other costs, and any other information relevant to the total cost.

4.2 The response to pricing shall be proposed using Exhibit # 02: Cost Template.

# ATTACHMENT B



**OKLAHOMA**  
Office of Management  
& Enterprise Services

## 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, supplier may request a price increase no more than once per contract year by submitting a request to OMES Central Purchasing (CP) at least 30 days prior to the end of the then current term. OMES CP will take requests to increase price into account up to but not exceeding the [U.S. Bureau of Labor Statistics Consumer Price Index \(CPI\)](#) percentage change rates for the current calendar year in which the price increase request is made. OMES reserves the right to refuse such price increases at our sole discretion. A price increase will not be effective until approved in writing by the category manager.
- 1.4** The state may extend the contract for 90 days beyond a final renewal term at the contract compensation rate for the extended period. If the state exercises such option to extend 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 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 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 that include, 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 OAC 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 Oklahoma 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 that are or were created, prepared, developed, invented or conceived for the use of benefit of customer in connection with this contract or with funds appropriated by or for customer or customer's benefit (a) by any supplier personnel or customer personnel or (b) any customer personnel who then became personnel to supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with customer.

## **5 Pricing**

**5.1** Pursuant to 68 O.S. §§ 1352, 1356 and 1404, state agencies are exempt from the assessment of state sales, use, and excise taxes. Further, state agencies and political subdivisions of the state are exempt from federal excise taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the supplier shall not be reimbursed.

**5.2** Pursuant to 74 O. S. § 85.40, all travel expenses of supplier must be included in the total acquisition price.

**5.3** The price of a product offered under the contract shall include all shipping, packaging, delivery and handling fees, per the terms in Attachment E-1. 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 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 customer will provide written acceptance, via electronic mail, no later than 10 days after installation of product(s) from Supplier. 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.

- 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 who are 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 set off.
  - 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 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 if 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.
- 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 CFR part 376 in connection with Debarment, Suspension and other responsibility matters.
- D. 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.
- E. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 CFR Part 93.
- F. Requirements of IRS 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, 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 [e-verify.gov](http://e-verify.gov).
  - 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.
  - 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 of Oklahoma Information Security Policy, Procedures and Guidelines](#) set forth at [e-verify.gov](http://e-verify.gov). 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 can 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 noncompliant, supplier shall correct and redeliver 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 nonelectronic 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 relating to the contract for the duration of the contract and for a period of seven 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 years from the date that all issues arising out of the action are resolved or until the end of the seven-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 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 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 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 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 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 reperform or redeliver in the case of a service, with at least a functional noninfringing 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, association, municipality or political subdivision of the state pursuant to Okla. Const. art. 10, § 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 60 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) 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 nonsupplier-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) nonsupplier 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 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 15-day 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 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 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 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 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 public relations (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, marketing or communication services. The state may immediately terminate the contract with no more than a 10-day notice under this section.

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

**18.5** The supplier's repeated failure to provide an acceptable product or service; supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a customer's rights or obligations under the contract (except as required by a governmental authority); actual or anticipated failure of supplier to perform its obligations under the contract; supplier's inability to pay its debts when due; assignment for the benefit of supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of supplier shall constitute a material breach of the supplier's obligations, which may result in partial or whole termination of the contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

## **19 Termination for Convenience**

**19.1** The state may terminate the contract, in whole or in part, for convenience if it is determined that termination is in the state's best interest. In the event of a termination for convenience, supplier will be provided at least a 30-day 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 the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the state shall be employed or given anything of value 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, nonperformance 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; 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 email.

### **If sent to the state:**

OMES Central Purchasing, Attn: State Purchasing Director  
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

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

OMES Central Purchasing, Attn: Deputy General Counsel  
2401 N. Lincoln Blvd., Oklahoma City, OK 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 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 express written consent by the other party.
- B.** The contract is a nonexclusive 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 nonconflicting 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. EV00000824**  
**Intentionally Left Blank**

**EXHIBIT 1**  
**EV00000824**  
**SPECIFICATIONS**

**Bid Specifications for Anaerobic Workstation**

For the bid to qualify for consideration the following minimum specifications must be met entirely and without exception. The vendor must provide product brochures and/or published literature detailing the instrument specifications.

Bidder must initial each line of specifications indicating product bid meets that specification.

**1. Anaerobic Workstation**

The unit must be a self-contained bench-top unit capable of anaerobic and microaerophilic conditions, which allows an operator to work with their hands inside the unit without disruption of the set environmental conditions.

**1.1 Mandatory Specifications**

SG 1.1.1 The unit must have a minimum 20" x 30" internal work surface.

SG 1.1.2 The unit must allow flexibility to switch between anaerobic, microaerobic, hypoxic and normal atmospheres.

SG 1.1.3 Must include HEPA and H<sub>2</sub>S Filtration.

SG 1.1.4 Oxygen Sensor must be included.

SG 1.1.5 Must allow adjustable Climate Control for Incubation with a range of 7°C above ambient to 45°C in increments of 0.1°C.

SG 1.1.6 Must include airlock for introduction of samples and supplies, with a minimum opening clearance of (6" x 6" x 11").

SG 1.1.6.1 If airlock size is not available, the front panel must be removable.

SG 1.1.7 Gas regulators for Oxygen, Nitrogen, Carbon Dioxide and Hydrogen tanks must be included.

SG 1.1.8 Must include touchscreen control for the workstation settings.

SG 1.1.9 Must include self-regulating Palladium catalyst.

SG 1.1.10 Must allow ability to control humidity within the chamber.

SG 1.1.11 Lighting for the internal working chamber must be included.

SG 1.1.12 Must have a minimum of two power ports available within the working chamber.

## **1.2 Non-Mandatory Specifications**

SG 1.2.1 Purging Feature: Should include two purge cycles using only Nitrogen for the workstation chamber prior to strict anaerobic use.

SG 1.2.2 Vendors should specify what type or quality of gas to use with workstation.

SG 1.2.3 Adjustable stand for the workstation should be included.

SG 1.2.4 The unit should provide data logging of environmental conditions.

SG 1.2.5 The unit should provide H<sub>2</sub> monitoring.

SG 1.2.6 The unit should provide RH monitoring.

## **2. Delivery, Installation, Training, Support, and Service -Mandatory Specifications**

SG 2.1 It is the desire of the State of Oklahoma to purchase a new instrument. Demo or refurbished model must have the same warranty as a new model.

SG 2.2 All necessary parts must be included for initial setup.

SG 2.3 Installation combined with initial onsite operator training on system use, method development and preventative maintenance must be included as well as all associated costs including labor and travel.

SG 2.4 Shipping Costs must be included with FOB to the destination agency located in Oklahoma City, Oklahoma.

SG 2.5 Manufacturer must provide a minimum of a one-year on-site warranty including parts, travel, and labor.

SG 2.6 Manufacturer must provide telephone support between the hours of 7:00 am and 6:00 pm Central Time. Callback times must not exceed 4 business hours.

### **Examples of required conditions:**

#### **Campylobacter Atmospheric Requirements**

- Nitrogen: 85%
- Carbon Dioxide: 10%
- Oxygen: 5%

\*Conditions are based on current USDA MLG 41.09 (Isolating and Identifying Campylobacter from Poultry Rinsate, Sponge, and Raw Product Samples).

#### **Clostridium Atmospheric Requirements**

- Nitrogen: 85%
- Hydrogen: 10%
- Carbon Dioxide: 5%



### ORDERING INSTRUCTIONS

1. Questions about orders should be directed to your direct sales contact or [csorders@biolog.com](mailto:csorders@biolog.com) or call (510) 785-2564 ext 5.
2. Standard shipping terms are Ex Works.
3. Biolog, Inc. will select the best carrier and freight charges will be added to the invoice, unless otherwise specified on the Purchase Order.
4. **All Purchase Orders should be addressed to Biolog Inc. and sent to-**
  - a. Address: 21124 Cabot Blvd. Hayward, CA 94545
  - b. Via email: [csorders@biolog.com](mailto:csorders@biolog.com)
  - c. Via Phone: +1 (510) 785-2564 ext. 5
5. All purchase orders and payments must be in the currency on the quote.
6. Indicate your preferred Bill/Invoice To and Ship To addresses on your Purchase Order.
7. Include your Resale Number/Sales Tax exemption certificate (US) or VAT number on the Purchase Order, as applicable.

### Company Information

Contact	Sharon Swyear	Quote	00003770
Name	Oklahoma Dept. of	Number	1/12/2026
Account	Agriculture 405-522-5434	Created	Shari Garrett
Name Phone		Date	
		Prepared By	
Email	sharon.swyear@ag.ok.gov	<b>Pricing quotations do not include taxes/VAT, or duties. Invoices are issued from Biolog, Inc.</b>	

### Address Information

Bill To	Oklahoma Dept. of	Ship To	Oklahoma Dept. of Agriculture
Name Bill	Agriculture	Name Ship	2800 North Lincoln Boulevard
To	Oklahoma City, OK 73105 United States	To	Oklahoma City, OK 73105 United States

### Quote Line Items

Quantity	Product Code	Product	Description	Sales Price	Subtotal	Discount (Percentage)	Total Price
1.00	AS-500	Anaerobic Chamber Workstation, Model AS-500	AS-500 Anaerobic Chamber - 500 plate capacity enclosed incubator with automatic temperature control Environmental conditioning and control module with the following: HEPA Filter and hydrogen sulfide filtering and removal, electronic oxygen sensor with real time oxygen level display, self cleaning/regenerating palladium oxygen removal catalyst with self-test function to verify catalyst activity, humidity removal system with automatic condensation draining/removal LCD touchscreen display with chamber controls and diagnostics, airlock interchange system with automatic sliding interior door, 3 standard power plug ports (120 VAC) inside chamber work area USB, Ethernet, and HDMI connections inside chamber, Accessories: 6 petri plate racks (each rack	\$49,000.00	\$49,000.00		\$49,000.00



			holds 24 plates), 1 pair of armport sleeves, 3 pairs of elastic butyl cuffs (1 small, 1 medium, 1 large), 1 set of sleeve plug system with quick interchangeable cuffs, 1 anaerobic gas tank regulator with CGA 350 fitting with 12 feet of tubing, 1 electronic gas leak detector, 1 kg hydrogen sulfide and odor removal pellets, 1 gallon of benzalkonium chloride chamber disinfectant cleaner. Warranty: 1 year warranty on parts and labor/travel for required on-site repairs				
1.00	AS-CHMB-INSTALL	AS-500 or AS-150 Installation And On Site Training	On-site set up and training: Connect to gas and install all accessories, Start anaerobic purge, 1 hour training session for end users on operation & maintenance	\$3,750.00	\$3,750.00	4.00%	\$3,600.00
1.00	AS-500-HYBENCH (115 VAC)	Hydraulic Lift Table for AS-500 Chamber	Bench for AS-500 Anaerobic Chamber, Dimensions 60"W x 30"D, Adjustable height with hydraulic up/down lift function for standard AS-500, AS-500-EX or AS-500-IM(O). Requires fixed height standard bench. 1" thick Formica top, Urethane wheels with wheel locks, Drawer set for bench with: 2 drawers: 14.5" wide x 20" deep, 4" tall top drawer, 6" tall bottom drawer. Chamber mounted to bench and shipped assembled. *NOTE: bench option will increase shipping costs approx. 50%. Not an option with AS-500-EX or AS-500-IM(O).	\$6,000.00	\$6,000.00		\$6,000.00
1.00	UPG-HYPOX	Hypoxia Option for the AS-500 Chamber	Enables hypoxic control of atmosphere in AS-500 chamber; toggle switch changes from anaerobic mode to hypoxic mode and adds precise user-control of oxygen from 0.1 to 10% Oxygen (up to 7% for AS-500 chambers manufactured before 11/2025)	\$12,000.00	\$12,000.00		\$12,000.00

#### Additional Information

Expiration Date	3/20/2022	Additional Terms	-NET 45
To Contact Sales Representative-			-FOB Dest
Email	sgarrett@biolog.com		-Acceptance upon installation with checklist and signature of end-user
			-Record Retention of 7 years
			-Venue for governing laws is Oklahoma
			All prices in USD.

#### Totals

Subtotal  
Shipping

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d Handling	\$70,750.00
Grand Total	\$1,947.70
	\$72,547.70



## Terms and Conditions

Subject to the Agency Specific Contract between State and BioLog, Inc.

All shipping charges are approximate and may be included in the Quote Total. Delivery: ExWorks Hayward, CA

Terms: Net 45

### BIOLOG, INC. TERMS AND CONDITIONS

1. Reserved, Reference Terms and Conditions in Agency Specific Contract between State and Seller.
  2. Delivery. (a) Delivery will be made FOB destination to State Agency located at 2800 N. Lincoln Blvd, Oklahoma City, OK, 73105. In the absence of specific shipping instructions, Seller will ship by the method it deems appropriate. In all cases, Seller will ship products requiring refrigeration or other special handling in accordance with Seller's internal shipping and handling standards. Transportation charges will be collect or, if prepaid, will be subsequently invoiced to you. Seller reserves the right to make deliveries in installments and the contract between you and Seller shall be severable as to any such installment. Delay in delivery or other default in any installment shall not relieve you of your obligation to accept and pay for remaining deliveries. All claims for delay in delivery or shipment shortage shall be deemed waived unless presented to Seller in writing within thirty (30) days after delivery of each shipment. (b) You shall accept or reject the products in each shipment within thirty (30) days after delivery. Products not so rejected in writing specifying the respect in which such products are nonconforming will be deemed accepted.
  3. Responsibility and Title. Title to products sold hereunder shall pass from Seller to you at the Destination point, once accepted and risk of loss and damage shall be borne by you thereafter.
  4. Limited Warranty: For one year after the date of the invoice for any instrument purchased from Seller, Seller will either, at its sole discretion, repair or replace any product covered by such invoice purchased by you from Seller or Seller's authorized distributor which, in Seller's judgment, is defective in materials or workmanship. Operating problems related to environmental conditions beyond the control of Biolog/Anaerobe Systems, and repairs necessary as the result of neglect, incorrect repairs or improper operation of the Equipment by Customer, its employees or agents are likewise not covered by this Warranty. Normal wear and tear parts such as sleeves, cuffs, catalyst, filtering material are not covered under the parts/labor warranty. If the product is dated as to shelf life, this limited warranty shall in no event extend beyond such shelf life. In the case of third-party computer operating system software, this limited warranty shall extend only for thirty (30) days after the date of invoice and shall entitle you only to an exchange, with no right to a refund. This limited warranty does not cover: (a) computer applications software (which is governed by the Biolog, Inc. Software License Agreement); (b) consumable or disposable items not dated by Seller as to shelf life, including, without limitation, lamp assemblies, bulbs, fuses, and batteries; or (c) damage caused by batteries, probes or electrodes. This limited warranty does not apply to any product that has been misused, neglected, modified, or repaired by anyone other than an authorized service facility, or to any product requiring refrigeration or other special handling that is not properly refrigerated or so handled. All warranty registration cards included with the products must be completed and returned by you within ten (10) days after the equipment is received. Any product which is or becomes defective during said applicable warranty period shall be returned by you, transportation, custom duties and other fees prepaid, in the original carton to Seller's principal facility in Hayward, California, or such other place which may be designated by Seller. Return shipping and handling shall be prepaid by Seller with uninstallation and any associated costs to be provided by Seller. Seller will be providing installation and will be handling the original carton. You must obtain prior approval from Seller before returning any product to Seller.  
THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THIS DESCRIPTION ON THE FACE HEREOF, ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE OR COURSE OF PERFORMANCE NOTWITHSTANDING. THE FOREGOING IS SPECIFICALLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT THE PRODUCTS DO NOT INFRINGE THE PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. NO AGENT OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO BIND SELLER TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING PRODUCTS MADE BY SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PROFIT, LOSS OF DATA, DAMAGE TO OTHER EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCTS WHETHER OR NOT USED PROPERLY, OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. YOU AGREE THAT SELLER'S LIABILITY FOR DAMAGES, IF ANY, SHALL NOT EXCEED THE PAYMENTS MADE BY YOU FOR ANY DEFECTIVE PRODUCT.
- Biolog guarantees that all of our consumable/media products will perform satisfactorily for the use in which they are intended, if stored as directed and used before the expiration date. The liability of Biolog under this warranty is limited to product credit or replacement at the sole discretion of Biolog. See each individual product insert for proper use and storage. In the event you receive damaged, defective, or incorrect consumable/media products you must notify csorders@biolog.com within 2 business days of delivery. Due to the perishable nature of our products, we will not accept returns or exchanges. If Biolog is found to be at fault for the product defect or error, replacements will be sent or a refund issued.
5. Software License. Reserved. Reference Agency Specific Contract between State and Seller. To the extent any of the products include computer applications software furnished by Seller, State and Seller shall negotiate the Software License Agreement in good faith and the negotiated agreement shall accompany such software when shipped to you. Your acceptance of such products shall confirm your acceptance of the negotiated software license.
  6. Taxes. Reserved, Reference Attachment B.
  7. Cancellation and Termination. Reserved, Reference Attachment B.
  8. Assignment. Reserved. Reference Attachment B.
  9. Governing Law: Reserved. Reference Attachment B.
  10. Exports. You assume all responsibility for obtaining any required export authorizations with respect to the products. You hereby assure Seller that you shall not make any export of the products except in compliance with applicable law, including any export of any product restricted for shipment to any q, w, y or z countries specified in the Export Administration Regulations to any such country without the prior written consent of the U.S. Department of Commerce.
  11. Severability. Reserved. Reference Attachment B. .
  12. Notices. Any notice desired or required to be given hereunder shall be in writing and shall be effective only when personally delivered or upon receipt after being deposited in the United States Mail via certified mail, postage prepaid, addressed to Seller at 21124 Cabot Boulevard, Hayward, California 94545 or to you at the address referenced in Attachment B.
  13. Waivers. Any provisions herein may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby and no such waiver shall be deemed to constitute a waiver of any succeeding or

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other breach, default or other circumstance.

14. Attorney's Fees. Reserved. Reference Attachment B.

15. Limitation of Actions. No action, regardless of form, arising out of or in any way connected with these terms and conditions or the products sold hereunder may be brought by you more than one year after such cause of action shall have accrued.

16. Entire Agreement. Reserved. Reference Attachment B.



**AS-500 ANAEROBIC CHAMBER INSTALLATION FORM**

Doc #E-3020a  
Effective 1/27/25 Rev 2

**SECTION 1: CUSTOMER INFORMATION**

Customer Number: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Installation Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SECTION 2: PRODUCT INFORMATION**

Chamber Model: \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
Chamber Options: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 3: SERVICE INFO**

Date of Installation: \_\_\_\_\_  
Customer PO or AS Invoice #: \_\_\_\_\_  
Service & Warranty:     1 year parts & labor from date of install  
                                   PM Service & Limited Warranty in 2<sup>nd</sup> year following installation  
  
Installation Performed By: \_\_\_\_\_

**SECTION 3: CHAMBER RECEIVING AND UNPACKING**

Chamber At Location:  YES  NO

Remove all packaging materials from chamber

Parts Inventory:

AS-500 chamber

- 1 pair sleeve assembly (sleeves, sleeve rings, attachment spring, plugs, cuffs)
- 1 pair black velcro sleeve attachment strap
- 2 extra pairs butyl cuffs (small and large)
- 1 CGA-350 gas cylinder regulator with teal 3/8" OD tubing
- 2 Small Shelves
- 3 Incubator Shelves (2 small and 1 large)
- Power Cord
- 2 ECS Cables (one 16-pin and one 4-pin cable)
- Anascrub odor control pellets (1 bucket)
- Electronic Gas Leak Detector
- O-ring lubricant gel
- Silicone dry lubricant spray
- 1 Gallon benzalkonium chloride chamber cleaner
- 1 Temporary arm port door
- 1 step stool ladder
- 1 Operator Manual

Bench Option

- keys for drawer

Monitor Option

- wireless keyboard and mouse
- USB & HDMI cables

XL Option

- Gasket for shell connection
- Screws and nuts for joining XL section to main chamber
- Wrenches for joining sections
- 3 large shelves for expansion side

Inspect chamber and note any defects, missing parts, and actions taken:

**SECTION 4: INSTALLATION AND SETUP**

- Perimeter clearance around chamber: Left \_\_\_\_\_ Rear \_\_\_\_\_ Right \_\_\_\_\_
- (optional) Attach and seal extended work area to main chamber
- Install incubator and chamber shelves & place petri plate racks inside chamber
- Secure sleeves to chamber arm ports and seal plugs at ends of sleeves
- Connect power and ECS cables to rear of chamber
- Connect teal pneumatic tube section on top of control box and side of the ECS
- Fill chemical scrubber tray with ¼ of the bucket of Anascrub
- Verify the HEPA filter is in filter box and secure the filter door closed (tighten with screwdriver)
- Check water level in manometer. Water level: \_\_\_\_\_ inches from bottom
- Check tightness of all outer screws on the chamber and ECS
- Inspect control box components for mounting tightness, loose wires, or any shipping damage
- Connect regulator to gas tank, or connect tubing to customer piped in gas supply:  
(if gas is piped in, describe connections in notes, and attach picture of connections/tanks)  
Gas tank gas blend: H2 \_\_\_\_\_% CO2 \_\_\_\_\_% N2 \_\_\_\_\_%
- Attach gas line to rear of chamber. Tank or connection distance from rear connection: \_\_\_\_\_ feet
- Set gas tank regulator pressure. Regulator pressure: \_\_\_\_\_ psi
- Plug in chamber and turn on
- Record chamber control settings:  
Passbox: Gas Time: \_\_\_\_\_ sec Circulate Time: \_\_\_\_\_ sec Fan Speed: \_\_\_\_\_ %  
Incubator: Temp Set: \_\_\_\_\_ °C Slope: \_\_\_\_\_ % Proportional: \_\_\_\_\_ Derivative: \_\_\_\_\_ Integral: \_\_\_\_\_  
ECS: Cat Temp: \_\_\_\_\_ °C Self Test Cool: \_\_\_\_\_ °C Test Freq: \_\_\_\_\_ day Self Test Aerate: \_\_\_\_\_ min  
Chiller Temp: \_\_\_\_\_ °C Drain Freq: \_\_\_\_\_ hr Fan Speed: \_\_\_\_\_ % Flush Time: \_\_\_\_\_ min  
PLC Program Version: \_\_\_\_\_ HMI Program Version: \_\_\_\_\_

Notes:

**SECTION 5: CHAMBER OPERATIONAL CHECK**

- Lights     ECS Access Door Switch     ECS Inlet/Outlet Seal     ECS Flush / Purge
  - Internal power outlets     Internal USB connectivity     Internal ethernet connectivity
  - Chamber Gas     Chamber Secondary Gas     Gassing Interval: \_\_\_\_\_ minutes
  - Environmental Control System (ECS):
    - Circulation fan running / Fan RPM: \_\_\_\_\_     Air flow out of ECS
    - Catalyst heater: \_\_\_\_\_ °C    \_\_\_\_\_ % output
    - Condenser Temperature: \_\_\_\_\_ °C     Condensate Drain Operation
    - Last Test Date: \_\_\_\_\_    Last Test Temp: \_\_\_\_\_ °C
  - Incubator:
    - heater     Incubator Temperature at Setpoint    Heater Output: \_\_\_\_\_ %
    - Left Fan RPM: \_\_\_\_\_    Right Fan RPM: \_\_\_\_\_     airflow from incubator floor vents
  - Passbox:
    - Inner Door Sensor     Outer Door Sensor     Door Clamps
    - Fan RPM: \_\_\_\_\_     Catalyst Temp: \_\_\_\_\_ °C
    - Door Open     Door Close     Motor Stall Recovery
  - Leak Detector Check:    Leaks Found?  Y     N
  - Verify program control settings match values in Section 4 & update Section 4 if changes were made
  - Start Purge:    Purge Gassing Interval: \_\_\_\_\_ seconds    Purge Duration: \_\_\_\_\_ min    Oxygen: \_\_\_\_\_ %
- Optional:
- Bench hydraulic lift up and down
  - Computer Monitor Operational & Connected to PC
  - XL expansion side power and data ports operational

Notes:

**SECTION 6: TRAINING**

Topics Covered:

- Major Chamber Systems/Components
- Changing gas tanks
- Principals of Anaerobic Conditions
- Oxygen removal catalyst
- Checking/Validating Anaerobic Conditions
- Making the chamber anaerobic
- Manometer Function
- Circulation & Condensation Removal System
- Incubator Operation
- Incubator Calibration
- Passbox Operation
- Passbox Door
- HMI Controls Function and Indicators
- Entering the Chamber
- Exiting the chamber
- Working inside the chamber
- Basic daily/monthly/annual maintenance
- Changing sleeves and cuffs

Notes:



**AS-500 ANAEROBIC CHAMBER INSTALLATION FORM**

Doc #E-3020a  
Effective 1/27/25 Rev 2

**SECTION 1: CUSTOMER INFORMATION**

Customer Number: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Installation Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SECTION 2: PRODUCT INFORMATION**

Chamber Model: \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
Chamber Options: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 3: SERVICE INFO**

Date of Installation: \_\_\_\_\_  
Customer PO or AS Invoice #: \_\_\_\_\_  
Service & Warranty:     1 year parts & labor from date of install  
                                   PM Service & Limited Warranty in 2<sup>nd</sup> year following installation  
  
Installation Performed By: \_\_\_\_\_

**SECTION 3: CHAMBER RECEIVING AND UNPACKING**

Chamber At Location:  YES  NO

Remove all packaging materials from chamber

Parts Inventory:

AS-500 chamber

- 1 pair sleeve assembly (sleeves, sleeve rings, attachment spring, plugs, cuffs)
- 1 pair black velcro sleeve attachment strap
- 2 extra pairs butyl cuffs (small and large)
- 1 CGA-350 gas cylinder regulator with teal 3/8" OD tubing
- 2 Small Shelves
- 3 Incubator Shelves (2 small and 1 large)
- Power Cord
- 2 ECS Cables (one 16-pin and one 4-pin cable)
- Anascrub odor control pellets (1 bucket)
- Electronic Gas Leak Detector
- O-ring lubricant gel
- Silicone dry lubricant spray
- 1 Gallon benzalkonium chloride chamber cleaner
- 1 Temporary arm port door
- 1 step stool ladder
- 1 Operator Manual

Bench Option

keys for drawer

Monitor Option

- wireless keyboard and mouse
- USB & HDMI cables

XL Option

- Gasket for shell connection
- Screws and nuts for joining XL section to main chamber
- Wrenches for joining sections
- 3 large shelves for expansion side

Inspect chamber and note any defects, missing parts, and actions taken:

**SECTION 4: INSTALLATION AND SETUP**

- Perimeter clearance around chamber: Left \_\_\_\_\_ Rear \_\_\_\_\_ Right \_\_\_\_\_
- (optional) Attach and seal extended work area to main chamber
- Install incubator and chamber shelves & place petri plate racks inside chamber
- Secure sleeves to chamber arm ports and seal plugs at ends of sleeves
- Connect power and ECS cables to rear of chamber
- Connect teal pneumatic tube section on top of control box and side of the ECS
- Fill chemical scrubber tray with ¼ of the bucket of Anascrub
- Verify the HEPA filter is in filter box and secure the filter door closed (tighten with screwdriver)
- Check water level in manometer. Water level: \_\_\_\_\_ inches from bottom
- Check tightness of all outer screws on the chamber and ECS
- Inspect control box components for mounting tightness, loose wires, or any shipping damage
- Connect regulator to gas tank, or connect tubing to customer piped in gas supply:  
(if gas is piped in, describe connections in notes, and attach picture of connections/tanks)  
Gas tank gas blend: H2 \_\_\_\_\_% CO2 \_\_\_\_\_% N2 \_\_\_\_\_%
- Attach gas line to rear of chamber. Tank or connection distance from rear connection: \_\_\_\_\_ feet
- Set gas tank regulator pressure. Regulator pressure: \_\_\_\_\_ psi
- Plug in chamber and turn on
- Record chamber control settings:  
Passbox: Gas Time: \_\_\_\_\_ sec Circulate Time: \_\_\_\_\_ sec Fan Speed: \_\_\_\_\_ %  
Incubator: Temp Set: \_\_\_\_\_ °C Slope: \_\_\_\_\_ % Proportional: \_\_\_\_\_ Derivative: \_\_\_\_\_ Integral: \_\_\_\_\_  
ECS: Cat Temp: \_\_\_\_\_ °C Self Test Cool: \_\_\_\_\_ °C Test Freq: \_\_\_\_\_ day Self Test Aerate: \_\_\_\_\_ min  
Chiller Temp: \_\_\_\_\_ °C Drain Freq: \_\_\_\_\_ hr Fan Speed: \_\_\_\_\_ % Flush Time: \_\_\_\_\_ min  
PLC Program Version: \_\_\_\_\_ HMI Program Version: \_\_\_\_\_

Notes:

**SECTION 5: CHAMBER OPERATIONAL CHECK**

- Lights     ECS Access Door Switch     ECS Inlet/Outlet Seal     ECS Flush / Purge
  - Internal power outlets     Internal USB connectivity     Internal ethernet connectivity
  - Chamber Gas     Chamber Secondary Gas     Gassing Interval: \_\_\_\_\_ minutes
  - Environmental Control System (ECS):
    - Circulation fan running / Fan RPM: \_\_\_\_\_     Air flow out of ECS
    - Catalyst heater: \_\_\_\_\_ °C    \_\_\_\_\_ % output
    - Condenser Temperature: \_\_\_\_\_ °C     Condensate Drain Operation
    - Last Test Date: \_\_\_\_\_    Last Test Temp: \_\_\_\_\_ °C
  - Incubator:
    - heater     Incubator Temperature at Setpoint    Heater Output: \_\_\_\_\_ %
    - Left Fan RPM: \_\_\_\_\_    Right Fan RPM: \_\_\_\_\_     airflow from incubator floor vents
  - Passbox:
    - Inner Door Sensor     Outer Door Sensor     Door Clamps
    - Fan RPM: \_\_\_\_\_     Catalyst Temp: \_\_\_\_\_ °C
    - Door Open     Door Close     Motor Stall Recovery
  - Leak Detector Check:    Leaks Found?  Y     N
  - Verify program control settings match values in Section 4 & update Section 4 if changes were made
  - Start Purge:    Purge Gassing Interval: \_\_\_\_\_ seconds    Purge Duration: \_\_\_\_\_ min    Oxygen: \_\_\_\_\_ %
- Optional:
- Bench hydraulic lift up and down
  - Computer Monitor Operational & Connected to PC
  - XL expansion side power and data ports operational

Notes:

**SECTION 6: TRAINING**

Topics Covered:

- Major Chamber Systems/Components
- Changing gas tanks
- Principals of Anaerobic Conditions
- Oxygen removal catalyst
- Checking/Validating Anaerobic Conditions
- Making the chamber anaerobic
- Manometer Function
- Circulation & Condensation Removal System
- Incubator Operation
- Incubator Calibration
- Passbox Operation
- Passbox Door
- HMI Controls Function and Indicators
- Entering the Chamber
- Exiting the chamber
- Working inside the chamber
- Basic daily/monthly/annual maintenance
- Changing sleeves and cuffs

Notes: