State of Oklahoma
Office of Management and Enterprise Services

STATE OF OKLAHOMA CONTRACT WITH READY.NET

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma Broadband office and Ready.net ("Supplier") and is effective as of July 1st, 2026. The initial term of the Contract shall be for 6 months with an end date of December 31st, 2026. The maximum price of this contract is $14,109,386.00.

Purpose

The State is awarding this Contract to Supplier for the provision of Telehealth Pods as more particularly described in certain Contract Documents. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. 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 #EV00000919, Attachment A;
   2.2. General Terms, Attachment B;
   2.3. Intentionally Omitted;
   2.4. Information Technology terms, Attachment D;
   2.5. Portions of the Bid, Attachment E;
   2.6. Pricing, Attachment E-1;
   2.7. Value-Add, Attachment E-2;,
   2.8. Third Party Terms, Attachment E-3 and,
   2.9. Federal Funding Terms, Attachment G

3. The parties additionally agree:

   3.1 The following information is considered a Trade Secret and is considered confidential under the Oklahoma Open Records Act and applicable law:

   3.1.1 All interior photographs and renderings of Ready Portal enclosures showing proprietary design features, interior configurations, and hardware integration;

   3.1.2 Screenshots of BOSS fleet management platform, including dashboard views, session management interfaces, GAME interfaces, and utilization analytics displays;

   3.1.3 Renderings and diagrams depicting the Ready Portal sensor array, edge compute stack, and integration architecture; and

3.1.4 images depicting Ready's proprietary product designs, platform interfaces, or operational systems included within Section 7 of Ready.Net's response to the solicitation.

3.2 Except for the information identified in paragraph 3.1, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

3.3 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. Payment obligations rest solely with the Oklahoma Broadband office

Please send invoices and billing inquiries to:
301 Northwest 63rd Street, Suite 200, Oklahoma City, Oklahoma 73116, United States
OBOFinance@broadband.ok.gov

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

5. 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.

6. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.

7. The parties agree that Attachment E-1 sets the maximum total price of this Contract. Attachment B, paragraph 7 covers Invoices and Payments. The parties agree that the Supplier is entitled to Milestone payments. The Supplier may invoice on the following Milestone payment schedule:

Milestones	**Action**	**Amount**
Milestone 1	Purchase of Portals, Equipment, Secure warehouse space	8,947,440
Milestone 2	Delivery and installation July phase	860,324
Milestone 3	Delivery and installation Aug phase	860,324
Milestone 4	Delivery and installation September phase	860,324
Milestone 5	Delivery and installation October phase	860,324
Milestone 6	Delivery and installation November phase	860,324

Milestone 7	Delivery and installation December phase	860,324
		14,109,386.28

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SIGNATURES

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

STATE OF OKLAHOMA by and through the OKLAHOMA BROADBAND OFFICE

By: Signed by: Michael Sanders 5AD71B5BC71D4E7...

Name: Michael Sanders

Title: Executive Director III

Date: 6/25/2026

READY.NET

By: Signed by: Mike Faloon 251CB582526B44D...

Name: Mike Faloon

Title: Chief Operating Officer

Date: 6/25/2026

The Chief Information Officer is signing solely to approve the Contract pursuant to 62 O.S., § 34.11.1 concerning procurement of Information Technology and/or Telecommunications.

By: Signed by: Dan Cronin C24B152271BD440...

Name: Dan Cronin

Title: Chief Information Officer/Chief Transformation Officer

Date: 6/25/2026

Attachment A

AGENCY SOLICITATIONS
SOLICITATION NO. EV00000919

This solicitation is a contract document and is a request for proposal in connection with the contract awarded on behalf of the Oklahoma Broadband Office by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other contract document.

I. PURPOSE

The Office of Management and Enterprise Services (OMES) Central Purchasing division is seeking responses on behalf of the Oklahoma Broadband Office from potential suppliers to provide a contract for the purchase, installation, maintenance, and operations of telehealth pods with IT installation. A contract resulting from this solicitation may be designated for use as a statewide contract. *See* 74 O.S. § 85.5(G)(3).

These telehealth pods will be delivered to Libraries within the State of Oklahoma that have ordered these pods through the Oklahoma Broadband Office. Initial Surveys from the Libraries indicated the need was 175 pods statewide. The supplier will build, supply, install, maintain, and operate the telehealth pods at those locations.

The contract is awarded on behalf of the Oklahoma Broadband Office for telehealth pods with IT installation.

1. **Contract Term and Renewal Options**
   - **1.1** The contract term is for a one-time purchase beginning on July 1st, 2026 until December 31st 2026. The ideal delivery per unit should be completed by September 30th, 2026.
2. **Solicitation Criterion**
   - **2.1** The bid will be evaluated using a best-value criterion, based on the following:
     - **2.1.1** Price
     - **2.1.2** Past performance – References, Company Information
     - **2.1.3** Mandatory Requirements – Exhibit 5
     - **2.1.4** Response to Specifications – Exhibit 6
     - **2.1.5** Non-mandatory requirements – Exhibit 7
3. **Scope and description**
   - **3.1** The bid response must reflect for each requirement on Exhibit 5 and Exhibit 6 whether the requirement is met by an out-of-the-box solution or whether it necessitates customization to the bidder's proposed solution.
4. **Pricing**
   - **4.1** Pricing shall be proposed within Exhibit 2 – Budget.
     - **4.1.1** A total firm, fixed price that includes all information concerning fees, other prices, and any other information relevant to the total price.
   - **4.2** Value-added products and/or services within scope of the acquisition may be included in the bid.
5. **Executive Summary and company information.** Located in Exhibit 01: Executive Summary and Company Information.
6. **All technical responses.** Located in Exhibit 6.
7. **Bidder Attestations.** Located in Exhibit 5
8. **Preferred Equipment.** Located in Exhibit 7.
9. **The response to pricing** shall be proposed using Exhibit 2: Budget Template.
10. **Business references** are to be included in Exhibit 3: Bidder Reference Worksheet.
11. **Third-party vendor information** is included in Exhibit 4: Third-Party Supplier Information.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

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

In addition to other terms contained in an applicable contract document, supplier and state agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the contract without the state's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the contract, supplier shall contact the state.

1.2 At no time during the performance of the contract shall the supplier have the authority to obligate any customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded contract amount. Likewise, supplier is not entitled to compensation for a product or service provided by or on behalf of supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any contract renewal, the state shall subjectively consider the value of the contract to the state, the supplier's performance under the contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of contract documents to determine validity with current state and other applicable statutes and rules; b) current pricing and discounts offered by supplier; and c) current products, services and support offered by supplier. If the state determines changes to the contract are required as a condition precedent to renewal, the state and supplier will cooperate in good faith to evidence such required changes in an amendment. Further, 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 (vii) 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 0. S. § 85.40, all travel expenses of supplier must be included in the total acquisition price.

5.3 The price of a product offered under the contract shall include and supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board customer's destination. No additional fees shall be charged by supplier for standard shipping and handling. If customer requests expedited or special delivery, customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection and Acceptance

6.1 Any product or service furnished under the contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid purchase card. All orders and transactions are governed by the terms and conditions of the contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the customer. Notwithstanding any other provision in the contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the supplier shall individually, and where specified by supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of 90 days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the supplier shall be repaired or replaced by supplier at no additional cost or expense to the customer if such defect occurs during the warranty period.

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

Pursuant to OAC 260:115-9-1, payment for an acquisition does not constitute final acceptance of the acquisition. If subsequent inspection affirms that the acquisition does not meet or exceed the specifications of the order or that the acquisition has a latent defect, the supplier shall be notified as soon as is reasonably practicable. The supplier shall retrieve and replace the acquisition at supplier's expense or, if unable to replace, shall issue a refund to customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, supplier shall provide staff 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. § 1352 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.

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. 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 D

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA
INFORMATION TECHNOLOGY TERMS

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

1 Definitions

1.1 **Customer data** means all data supplied by or on behalf of a customer in connection with the Contract, excluding any confidential information of supplier. Customer data includes both nonpublic data and personal data.

1.2 **Data breach** means unauthorized access or the reasonable suspicion of unauthorized access, by an unauthorized person that results in the use, destruction, loss, alteration, disclosure or theft of customer data.

1.3 **Host** includes the terms Hosted or Hosting and means the accessing, processing or storing of customer data.

1.4 **Intellectual property rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, moral rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual property rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

1.5 **Nonpublic data** means customer data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Nonpublic data includes any data deemed confidential pursuant to the contract, otherwise identified by customer as nonpublic data, or that a reasonable person would deem confidential.

1.6 **Personal data** means customer data that contains 1) any combination of an individual's name, Social Security number, driver's license number, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under federal, state or local law, rule, regulation or ordinance.

1.7 **Security Incident** means attempted or successful unauthorized access, use, disclosure, modification, loss, theft or destruction of information or interference with the hosted environment used to perform the services.

1.8 **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. A supplier with whom the state enters into an awarded contract shall also be known as a contractor.

1.9 **Supplier intellectual property** means all tangible or intangible items or things, including the intellectual property rights therein, created or developed by supplier and identified in writing as such (a) prior to providing any services or work product to customer and prior to receiving any documents, materials, information or funding from or on behalf of a customer relating to the services or work product, or (b) after the effective date of the contract if such tangible or intangible items or things were independently developed by supplier outside supplier's provision of services or work product for customer under the contract and were not created, prepared, developed, invented or conceived by any customer personnel who then became personnel to supplier or any of its affiliates or subcontractors, where, although creation or reduction to-practice is completed while the person is affiliated with supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with customer.

1.10 **Third-Party Intellectual Property** means the intellectual property rights of any third party that is not a party to the contract and not directly or indirectly providing any goods or services to a customer under the contract.

2 Termination of Maintenance and Support Services

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

2.1.1 Customer removes the product for which the services are provided, from productive use.

2.1.2 The location at which the services are provided is no longer controlled by customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

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

3 Compliance and Electronic and Information Technology Accessibility

3.1 State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma's information technology accessibility standards ("standards") set forth at Accessibility of Information and Communication Technology Standard. Supplier shall provide a Voluntary Product Accessibility Template (VPAT) describing accessibility compliance via a weblink to the VPAT and shall update the VPAT as necessary to allow a customer to obtain current VPAT information as required by state law. If products require development or customization, additional requirements and documentation may be required, and compliance shall be necessary by supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or addendum.

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

4 Media ownership (disk drive and/or memory chip ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the contract remain the sole and exclusive property of the customer.

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

5 Offshore Services

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

6 Compliance With Technology Policies

6.1 The supplier agrees to adhere to the State of Oklahoma Information Security Policy, Procedures and Guidelines.

7 Emerging Technologies

7.1 The state reserves the right to enter into an addendum to the contract at any time to allow for emerging technologies not identified elsewhere in the contract documents if there are repeated requests for such emerging technology or the state determines it is warranted to add such technology.

8 Extension Right

8.1 In addition to extension rights of the state set forth in the contract, the state chief information officer (CIO) reserves the right to extend any contract at his or her sole option if the state CIO determines such extension to be in the best interest of the state.

9 Source Code Escrow

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

9.1.1 A bona fide material default of the obligations of the supplier under the agreement with the applicable customer.

9.1.2 An assignment by the supplier for the benefit of its creditors.

9.1.3 A failure by the supplier to pay, or an admission by the supplier of its inability to pay, its debts as they mature.

9.1.4 The filing of a petition in bankruptcy by or against the supplier when such petition is not dismissed within 60 days of the filing date.

9.1.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the supplier's property.

9.1.6 The inability or unwillingness of the supplier to provide the maintenance and support services in accordance with the agreement with the agency.

9.1.7 Supplier's ceasing of maintenance and support of the software.

9.1.8 Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off-The-Shelf Software or Supplier Terms

10.1 If supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement, including via hyperlink or uniform resource locator (URL) address to an internet site, that conflict with the terms of this contract, the additional terms and conditions or conflicting clauses shall not be binding on the state, and the provisions of this contract shall prevail. Further, no such terms and conditions or clauses shall expand the state's or customer's liability or reduce the rights of customer or the state.

11 Ownership Rights

11.1 Any software developed, modified, or customized by the supplier in accordance with a mutually negotiated statement of work pursuant to this contract is for the sole and exclusive use of the state including but not limited to the right to use, reproduce, reuse, alter, modify, edit or change the software as it sees fit and for any purpose. The parties mutually agree that the state as a licensee of the supplier does not make a claim of ownership to the existing intellectual property of supplier. moreover, except with regard to any deliverable based on supplier intellectual property, the state shall be deemed the sole and exclusive owner of all right, title and interest therein, including but not limited to all source data, information and materials furnished to the state, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this contract including all copyright and proprietary rights relating thereto. With respect to supplier intellectual property, the supplier grants the state, for no additional consideration, a perpetual, irrevocable, royalty-free license solely for the internal business use of the state to use, copy, modify, display, perform, transmit and prepare derivative works of supplier intellectual property embodied in or delivered to the state in conjunction with the products.

11.2 Except for any supplier intellectual property, all work performed by the supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as work for hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of state.

11.3 In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as work for hire, supplier hereby irrevocably grants to the state, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any supplier intellectual property embodied in or delivered to the state in conjunction with the products.

11.4 Supplier shall assist the state and its agents, upon request, in preparing U.S. and foreign copyright, trademark and/or patent applications covering software developed, modified or customized for the state when made in accordance with a mutually negotiated statement of work pursuant to this contract. Supplier shall sign any such applications upon request and deliver them to the state. The state shall bear all expenses incurred in connection with such copyright, trademark and/or patent applications.

12 Intellectual Property Ownership to Work Product

The following terms apply to ownership and rights related to intellectual property:

12.1 As to the intellectual property rights to work product between supplier and customer, customer shall be the exclusive owner and not supplier. supplier specifically agrees that the work product shall be considered "works made for hire" and that the work product shall, upon creation, be owned exclusively by customer. To the extent that the work product, under applicable law, may not be considered works made for hire, supplier agrees that all right, title and interest in and to all ownership rights and all intellectual property rights in the work product is effectively transferred, granted, conveyed, assigned and relinquished exclusively to customer, without the necessity of any further consideration, and customer shall be entitled to obtain and hold in its own name all intellectual property rights in and to the work product. Supplier acknowledges that supplier and customer do not intend supplier to be a joint author of the work product within the meaning of the Copyright Act of 1976. Customer shall have access during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.) and upon reasonable prior notice to supplier to all supplier materials, premises and computer files containing the work product. Supplier and customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the contract to any third-party intellectual property, except as may be incorporated in the work product by supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by customer to evidence more fully the transfer of ownership and/or registration of all intellectual property rights in all work product to customer to the fullest extent possible including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by customer. In the event customer is unable to obtain supplier's signature due to the dissolution of supplier or supplier's failure to respond to customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, supplier hereby irrevocably designates and appoints customer and its duly authorized officers and agents as supplier's agent and supplier's attorney-in-fact to act for and in supplier's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by supplier, provided however that no such grant of right to customer is applicable if supplier fails to execute any document due to a good faith dispute by supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the work product, and supplier shall cooperate, at customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the work product.

12.3 Supplier hereby irrevocably and forever waives, and agrees never to assert, any moral rights in or to the work product which supplier may now have or which may accrue to supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such moral rights.

12.4 All documents, information and materials forwarded to supplier by customer for use in and preparation of the work product shall be deemed the confidential information of customer, subject to the license granted by customer to supplier hereunder. Supplier shall not otherwise use, disclose or permit any third party to use or obtain the work product, or any portion thereof, in any manner without the prior written approval of customer.

12.5 These provisions are intended to protect customer's proprietary rights pertaining to the work product and the intellectual property rights therein and any misuse of such rights would cause substantial and irreparable harm to customer's business. Therefore, supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the supplier's obligations with respect to confidentiality provisions of the contract and the work product and a customer's intellectual property rights, upon a request by customer, without requiring proof of irreparable injury, as same is presumed.

12.6 Upon the request of customer, but in any event upon termination or expiration of this contract or a statement of work, supplier shall surrender to customer all documents and things pertaining to the work product, generated or developed by supplier or furnished by customer to supplier, including all materials embodying the work product, any customer confidential information and intellectual property rights in such work product, regardless of whether complete or incomplete. This section is intended to apply to all work product as well as to all documents and things furnished to supplier by customer or by anyone else that pertains to the work product.

12.7 Customer hereby grants to supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any work product solely as necessary to provide services to customer. Except as provided in this section, neither supplier nor any subcontractor shall have the right to use the work product in connection with the provision of services to its other customers without the prior written consent of customer, which consent may be withheld in customer's sole discretion.

12.8 To the extent that any third party intellectual property is embodied or reflected in the work product or is necessary to provide services, supplier shall obtain from the applicable third party for the customer's benefit, an irrevocable, perpetual, nonexclusive, worldwide, royalty-free license, solely for customer's internal business purposes; likewise, with respect to any supplier intellectual property embodied or reflected in the work product or necessary to provide services, supplier grants to customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free license, solely for the customer's internal business purposes. Each such license shall allow the applicable customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any third-party intellectual property or supplier intellectual property embodied in or delivered to customer in conjunction with the work product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify customer on delivery of the work product or services if such materials include any third-party intellectual property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out customer's internal business use of the work product. Except for the preceding license, all rights in supplier intellectual property remain in supplier. On request, supplier shall provide customer with documentation indicating a third party's written approval for supplier to use any third-party intellectual property that may be embodied or reflected in the work product.

12.9 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to work product and intellectual property rights with any employees, agents, consultants, contractors or subcontractors providing services or work product pursuant to the contract, prior to the provision of such services or work product and that it shall maintain such written agreements at all times during performance of this contract which are sufficient to support all performance and grants of rights by supplier. Copies of such agreements shall be provided to the customer promptly upon request.

12.10 To the extent not inconsistent with customer's rights in the work product or other provisions, nothing in this contract shall preclude supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the contract, provided that no work product is utilized, and no intellectual property rights of customer therein are infringed by such competitive materials. To the extent that supplier wishes to use the work product or acquire licensed rights in certain intellectual property rights of customer therein to offer competitive goods or services to third parties, supplier and customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

12.11 If any acquisition pursuant to the contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a customer may be shared with other publicly funded agencies at the discretion of such customer without permission from or additional compensation to the supplier.

13 Hosting Services

13.1 A supplier shall be responsible for the obligations set forth in in this contract, including those obligations related to breach reporting and associated costs when a supplier hosting customer data or providing products or services pursuant to an acquisition, contributes to, or directly causes a data breach or a security incident. Likewise, supplier shall be responsible for the obligations set forth in in this contract, including those obligations related to breach reporting and associated costs when a supplier's affiliate or subcontractor contributes to or directly causes a data breach or security incident.

14 Change Management

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

15 Service Level Deficiency

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

16 Ownership of IT and Telecommunication Assets

16.1 Notwithstanding any other provision in the contract and pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, all information technology and telecommunication assets and contracts on behalf of appropriated agencies of the state belong to OMES IS. OMES IS allows other state agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to supplier.

17 Customer Data

17.1 The parties agree to the following provisions in connection with any customer data accessed, processed, transmitted or stored by or on behalf of the supplier, and the obligations, representations and warranties set forth below shall continue as long as the supplier has an obligation under the contract.

17.2 Customer will be responsible for the accuracy and completeness of all customer data provided to supplier by customer. Customer shall retain exclusive ownership of rights, title and interest in customer data. Nonpublic data and personal data shall be deemed to be customer's confidential information. Supplier shall restrict access to customer data to their employees with a need to know (and advise such employees of the confidentiality and nondisclosure obligations assumed herein).

17.3 Supplier shall promptly notify the customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to customer data or customer's use of the hosted environment. Supplier shall notify the customer by the fastest means available and also in writing pursuant to contract notice provisions and the notice provision herein. Except to the extent required by law, supplier shall not respond to subpoenas, service or process, freedom of information act or other open records requests, and other legal request related to customer without first notifying the customer and obtaining the customer's prior approval, which shall not be unreasonably withheld, of supplier's proposed responses. Supplier agrees to provide its completed responses to the customer with adequate time for customer review, revision and approval.

17.4 Supplier will use commercially reasonable efforts to prevent the loss of or damage to customer data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any customer data that may be lost or damaged by supplier. Supplier will promptly notify customer of any loss, damage to or unauthorized access of customer data. Supplier will use commercially reasonable efforts to reconstruct any customer data that has been lost or damaged by supplier as a result of its negligence or willful misconduct. If customer data is lost or damaged for reasons other than as a result of supplier's negligence or willful misconduct, supplier will, at the customer's expense and the request of the state, use commercially reasonable efforts to reconstruct any customer data lost or damaged.

18 Data Security

18.1 Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and customer data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and nonpublic data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and nonpublic data of similar kind.

18.2 All personal data and nonpublic data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of personal data. All personal data and nonpublic data shall be subject to controlled access. Any stipulation of responsibilities shall be included in a statement of work and will identify specific roles and responsibilities.

18.3 Supplier represents and warrants the customer that the hosting equipment and environment will be routinely checked with a commercially available, industry-standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up to date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to customer by supplier, supplier will promptly notify customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means supplier has used to remediate the virus. Should the virus propagate to customer's IT infrastructure, supplier is responsible for costs incurred by customer for customer to remediate the virus.

18.4 At no time shall any customer data or processes – that either belong to or are intended for the use of the state - be copied, disclosed or retained by supplier or any party related to supplier for subsequent use in any transaction that does not include the state unless otherwise agreed to by the state.

18.5 Supplier shall provide its services to customer and its users solely from data centers in the U.S. Storage of customer data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store customer data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access customer data remotely only as required to fulfill supplier's obligations under the contract.

18.6 Supplier shall allow the customer to audit conformance to the contract terms. The customer may perform this audit or contract with a third party at its discretion and at customer's expense.

19 Security Assessment

19.1 The state requires any entity or third-party supplier hosting Oklahoma customer data to submit to a state certification and accreditation review process to assess initial security risk. Supplier submitted to the review and met the state's minimum-security standards at time the contract was executed. Failure to maintain the state's minimum-security standards during the term of the contract, including renewals, constitutes a material breach. Upon request, the supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, supplier shall promptly notify the state and include in such notification the updated information; provided, however, supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the contract constitutes a material breach by supplier and may result in a whole or partial termination of the contract.

19.2 Any hosting entity change must be approved in writing prior to such change. To the extent supplier requests a different subcontractor than the third-party hosting supplier already approved by the state, the different subcontractor is subject to the state's approval. Supplier agrees not to migrate state's data or otherwise utilize the different third-party hosting supplier in connection with key business functions that are supplier's obligations under the contract until the state approves the third-party hosting supplier's state certification and accreditation review, which approval shall not be unreasonably withheld or delayed. in the event the third-party hosting supplier does not meet the state's requirements under the state certification and accreditation review, supplier acknowledges and agrees it will not utilize the third-party supplier in connection with key business functions that are supplier's obligations under the contract, until such third party meets such requirements.

20 Security Incident or Data Breach Notification

20.1 Supplier shall inform customer of any security incident or data breach.

20.2 Supplier may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. If a security incident involves customer data, supplier will coordinate with customer prior to any such communication.

20.3 Supplier shall report a security incident to the customer identified contact set forth herein within five days of discovery of the security incident or within a shorter notice period required by applicable law or regulation (i.e., HIPAA requires notice to be provided within 24 hours).

20.4 Supplier shall maintain processes and procedures to identify, respond to and analyze security incidents; (ii) make summary information regarding such procedures available to customer at customer's request, (iii) mitigate, to the extent practicable, harmful effects of security incidents that are known to supplier; and (iv) documents all security incidents and their outcomes.

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

21 Data Breach Notification and Responsibilities

This section only applies when a data breach occurs with respect to personal data or nonpublic data within the possession or control of supplier.

21.1 Only supplier shall (1) cooperate with customer as reasonably requested by customer to investigate and resolve the data breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

21.2 Unless otherwise stipulated, if a data breach is a direct result of supplier's breach of its obligation to encrypt personal data and non-public data or otherwise prevent its release, supplier shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the united states on the most recent cost of data breach study: global analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by supplier based on root cause.

21.3 If a data breach is a direct result of supplier's breach of its obligations to encrypt personal data and non-public data or otherwise prevent its release, supplier shall indemnify and hold harmless the customer against all penalties assessed to indemnified parties by governmental authorities in connection with the data breach.

22 Supplier Representations and Warranties

Supplier represent and warrants the following:

22.1 The product and services provided in connection with hosting services do not infringe a third party's patent or copyright or other intellectual property rights.

22.2 Supplier will protect customer's nonpublic data and personal data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

22.3 The execution, delivery and performance of the contract and any ancillary documents and the consummation of the transactions contemplated by the contract or any ancillary documents by supplier will not violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under or result in the termination of any written contract or other instrument between supplier and any third parties retained or utilized by supplier to provide goods or services for the benefit of the customer.

22.4 Supplier shall not knowingly upload, store, post, email or otherwise transmit, distribute, publish or disseminate to or though the hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

23 Indemnity

23.1 Supplier agrees to defend, indemnify and hold the state, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of customer, arising from or in connection with supplier's breach of its express representations and warranties in these information technology terms and the contract. If a third party claims that any portion of the products or services provided by supplier under the terms of another contract document or these information technology terms infringes that party's patent or copyright, supplier shall defend, indemnify and hold harmless the state and customer against the claim at supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the state and/or customer. The state and/or customer shall promptly notify supplier of any third-party claims and to the extent authorized by the attorney general of the state, allow supplier to control the defense and any related settlement negotiations. If the attorney general of the state does not authorize sole control of the defense and settlement negotiations to supplier, supplier shall be granted authorization to equally participate in any proceeding related to this section, but supplier shall remain responsible to indemnify customer and the state for all associated costs, damages and fees incurred by or assessed to the state and/or customer. Should the software become, or in supplier's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with hosting services, supplier may, at its option (i) procure for the state the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes noninfringing.

24 Termination, Expiration and Suspension of Service

24.1 During any period of service suspension, supplier shall not take any action to intentionally disclose, alter or erase any customer data.

24.2 In the event of termination or expiration of the contract, the parties further agree that the supplier shall implement an orderly return of customer data in a format specified by the customer and, as determined by the customer, one of the following:

24.2.1 Return the customer data to customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of state data.

24.2.2 Transitioned to a different supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of state data.

24.2.3 A combination of the two immediately preceding options.

24.3 Supplier shall not take any action to intentionally erase any customer data for a period of:

24.3.1 10 days after the effective date of termination, if the termination is in accordance with the contract period.

24.3.2 30 days after the effective date of termination, if the termination is for convenience.

24.3.3 60 days after the effective date of termination if the termination is for cause.

After such period, supplier shall, unless legally prohibited or otherwise stipulated, delete all customer data in its systems or otherwise in its possession or under its control.

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

24.5 Disposal by supplier of customer data in all its forms, such as disk, CD/DVD, backup tape and paper, when requested by the customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to customer within 30 calendar day of its request for disposal of data.

25 General Information Security Requirements

25.1 No employee of contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable login authorization and acceptable use requests.

25.2 Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.

25.3 Contractor or its subcontractors will disclose to client any suspected security breach of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with client during the investigation of any such incident.

25.4 Contractor or its subcontractors agree to adhere to the State of Oklahoma Information Security Policy, Procedures and Guidelines.

26 HIPAA Requirements

26.1 Contractor shall agree to use and disclose protected health information (PHI) in its possession or control in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated in this contract by reference (45 CFR §§ 160.103 and 164.501).

26.2 If applicable, contractor will sign and adhere to a business associate agreement (BAA). The BAA provides satisfactory assurances that contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from contractor, and/or full audit and inspection of contractor's security compliance as it pertains to this contract.

26.3 Business associate terms and definitions:

26.3.1 Unless otherwise defined in this BAA, all terms used in this BAA have the meanings ascribed in the HIPAA regulations, provided; however, PHI and ePHI shall mean protected health information and electronic protected health information, respectively, as defined in 45 CFR § 160.103, limited to the information business associate received from or created or received on behalf of the applicable State of Oklahoma agency as a business associate.

26.3.2 "Administrative safeguards" shall have the same meaning as the term "administrative safeguards in 45 CFR § 164.304, with the exception that it shall apply to the management of the conduct of business associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

26.3.3 "Business associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

26.3.4 "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

26.3.5 "HIPAA rules" shall mean the privacy, security, breach notification, and enforcement rules at 45 CFR Part 160 and Part 164, all as may be amended.

26.3.6 The following terms used in this agreement shall have the same meaning as those terms in the HIPAA rules: breach, data aggregation, designation record set, disclosure, health care operations, individual, minimum necessary, Notice of Privacy Practices, protected health information, required by law, secretary, security incident, subcontractor, unsecured PHI, and use.

26.4 **Obligations of business associate:** Business associate (BA) may use ePHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this agreement and only as provided in this agreement. BA acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this agreement or as required by law. Specifically, BA agrees it will, as applicable:

26.4.1 Use or further disclose PHI only as permitted in this agreement or as required by law, including but not limited to the privacy and security rule.

26.4.2 Use appropriate safeguards and comply with 45 CFR Part 164 Subpart C with respect to ePHI to prevent use or disclosure of PHI other than as provided by this agreement.

26.4.3 Implement and document administrative safeguards to prevent, detect, contain and correct security violations in accordance with 45 CFR 164.

26.4.4 Make its applicable policies and procedures required by the security rule available to covered entity solely for purposes of verifying BA's compliance and the secretary of the U.S. Department of Health and Human Services (HHS).

26.4.5 Not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of covered entity.

26.4.6 In accordance with 45 CFR 164.502(e)(1) and 164/308(b), if applicable, require that any subcontractors that create, receive, maintain or transmit PHI on behalf of the BA agree to the same restrictions, conditions and requirements that apply to the BA with respect to such information; this shall be in the form of a written HIPAA BA contract and a fully executed copy will be provided to the contract monitor.

26.4.7 Report to covered entity in writing any use or disclosure of PHI that is not permitted under this agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with covered entity, any harmful effects known to it of a use or disclosure made in violation of this agreement.

26.4.8 Promptly report to covered entity in writing and without unreasonable delay and in no case later than five calendar days any successful security incident, as defined in the security rule, with respect to ePHI.

26.4.9 Except for law enforcement delays that satisfy the requirements of 45 CFR 164.412, notify covered entity promptly in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose unsecured PHI has been or is reasonably believed by BA to have been accessed, acquired or disclosed during such breach. BA shall also, to the extent possible, furnish covered entity with any other available information that covered entity is required to include in its notification to Individuals under 45 CFR § 164.404(c) at the time of BA's notification to covered entity or promptly thereafter as such information becomes available. As used in this section, "breach" shall have the meaning given such term at 45 CFR 164.402.

26.4.10 To the extent allowed by law, indemnify and hold covered entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the unauthorized disclosure by BA of any PHI resulting from the negligent acts or omissions of BA or to the breach by BA of any applicable obligation related to PHI.

26.4.11 Provide access to PHI it maintains in a designated record set to covered entity, or to an individual if directed by covered entity to meet the requirements of 45 CFR 164.524. If any individual requests access to PHI directly from BA, BA shall forward such request to covered entity within five working days of receiving a request. This shall be in the form of a written HIPAA BA contract, and a fully executed copy will be provided to the contract monitor. Any denials of access to the PHI requested shall be the responsibility of covered entity.

26.4.12 Make PHI it maintains in a designated record set available to covered entity for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526.

26.4.13 Document disclosure of PHI it maintains in a designated record set and information related to such disclosure as would be required for covered entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528, and within five working days of receiving a request from covered entity, make such disclosure documentation and information available to covered entity. In the event the request for an accounting is delivered directly to BA, BA shall forward within five working days of receiving a request such request to covered entity.

26.4.14 Make its internal practices, books and records related to the use and disclosure of PHI received from or created or received by BA on behalf of covered entity available to the secretary of the U.S. Department of HHS, authorized governmental officials, and covered entity for the purpose of determining BA's compliance with the Privacy Rule. Business Associate shall give covered entity advance written notice of requests from HHS or government officials and provide covered entity with a copy of all documents made available.

26.4.15 Require that all of its subcontractors, vendors and agents to whom it provides PHI or who create, receive, use, disclose, maintain or have access to covered entity's PHI shall agree in writing to requirements, restrictions and conditions at least as stringent as those that apply to BA under this agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its subcontractors, vendors and agents agree to indemnify and hold harmless covered entity for their failure to comply with each of the provisions of this agreement.

26.5 **Permitted uses and disclosures of PHI by BA:** Except as otherwise provided in this agreement, BA may use or disclose PHI on behalf of or to provide services to covered entity for the purposes specified in this agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by covered entity. Unless otherwise limited herein, BA may:

26.5.1 Use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of BA.

26.5.2 Disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of BA, provided that (i) the disclosures required by law; or (ii)

BA obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying BA of any instances of which it is aware in which the confidentiality of the PHI has been breached.

26.5.3 Disclose PHI to report violations of law to appropriate federal and state authorities.

26.5.4 Aggregate the PHI with other data in its possession for purposes of covered entity's health care operations.

26.5.5 Make uses and disclosures and requests for PHI consistent with covered entity's minimum necessary policies and procedures.

26.5.6 De-identify any and all PHI obtained by BA under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule at 45 CFR § 164.502(d).

26.6 Obligations of covered entity:

26.6.1 Covered entity shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

26.6.2 Covered entity shall notify BA of any restriction on the use or disclosure of PHI that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

26.6.3 Covered entity shall not request BA use or disclose PHI in any manner that would violate the Privacy Rule if done by covered entity.

26.6.4 Covered entity agrees to timely notify BA, in writing, of any arrangements between covered entity and the individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by BA under this BAA.

26.6.5 Covered entity shall provide the minimum necessary PHI to BA.

26.7 Term and termination:

26.7.1 Obligations of BA upon termination. Upon termination of this agreement for any reason, BA, with respect to PHI received from covered entity, or created, maintained, or received by BA on behalf of covered entity, shall as applicable.

26.7.1.1 Retain only PHI necessary for BA to continue its proper management and administration or to carry out its legal responsibilities.

26.7.1.2 Return to covered entity (or, if agreed to by covered entity, destroy) the remaining PHI that the BA still maintains in any form.

26.7.1.3 Continue to use appropriate safeguards and comply with 45 CFR Part 164 Subpart C with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as BA retains the PHI.

26.7.1.4 Not use or disclose the PHI retained by BA other than for the purposes for which such PHI was retained and subject to the same conditions set out at under Section 26.5 that applied prior to termination.

26.7.1.5 Return to covered entity (or, if agreed to by covered entity, destroy) the PHI retained by BA when it is no longer needed by BA for its proper management and administration or to carry out is legal responsibilities.

26.7.2 All other applicable obligations of BA under this agreement shall survive termination.

26.7.3 Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by BA, the agency shall provide BA with written notice of such a breach in sufficient detail to enable contractor to understand the specific nature of the breach. The client shall be entitled to terminate the underlying contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to BA, BA fails to cure the breach within a reasonable time period not less than 30 days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 CFR §§ 164.504(e)(1)(ii)-(iii) and 164.314 (a)(2)(i)(C).

26.8 Miscellaneous provisions:

26.8.1 No third-party beneficiaries: Nothing in this agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

26.8.2 BA recognizes that any material breach of this BA terms section or breach of confidentiality or misuse of PHI may result in the termination of this agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.

26.8.3 The parties agree to amend this agreement from time to time as is necessary for covered entity or BA to comply with the requirements of the Privacy Rule and related laws and regulations.

26.8.4 The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.

26.8.5 Any ambiguity in this agreement shall be resolved in a manner that causes this agreement to comply with HIPAA.

26.8.6 If BA maintains a designated record set in an electronic format on behalf of covered entity, then BA agrees that within 30 calendar days of expiration or termination of the parties' agreement, BA shall provide to covered entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.

26.8.7 Amendment: To the extent that any relevant provision of the HIPAA regulations is materially amended in a manner that changes the obligations of BA or covered entities, the parties agree to negotiate in good faith appropriate amendment(s) to this agreement to give effect to these revised obligations. The parties agree to amend this agreement from time to time as is necessary for covered entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

27 42 CFR Part 2 Related Provisions

27.1 Confidentiality of information: Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this agreement. Contractor accepts the responsibilities for providing adequate administrative supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this agreement, whether during the period of the agreement or thereafter. Furthermore, contractor:

27.1.1 Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of substance use disorder patient records at 42 CFR Part 2, and HIPAA at 45 CFR 45 Parts 142, 160 and 164, and 43A O.S. § 1-109, and may not use or disclose the information except as permitted or required by this agreement or by law.

27.1.2 Acknowledges that pursuant to 43A O.S. § 1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of any kind.

27.1.3 Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the confidentiality of substance use disorder patient records at 42 CFR Part 2.

27.1.4 Agrees to, when applicable and to the extent within Contractor's control, use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Human Services (OHS).

27.1.5 Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.

27.1.6 Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, to meet the requirement of 45 CFR § 164.524 which provides clients with the right to access and copy their own protected information.

27.1.7 Agrees to make any amendment to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 CFR § 164.526.

27.1.8 Agrees to make available its internal practices, books and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the contractor on behalf of the State of Oklahoma agency to the State of Oklahoma agency and to the secretary of the U.S. Department of HHS for purpose of the secretary determining the giving party's compliance with HIPAA.

27.1.9 Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR § 164.528.

27.2 **Data Security:** The contractor agrees to, when applicable and to the extent within contractor's control, maintain the data in a secure manner compatible with the content and use. The contractor will, when applicable to the extent within contractor's control, control access to the data in contractor's possession or control compliance with the terms of this agreement. Only the contractor's personnel whose duties require the use of such information will have regular access to the data. The contractor's employees will be allowed access to the data only for the purpose set forth in this agreement.

27.3 **Data destruction:** Contractor agrees to, when applicable and to the extent within contractor's control, follow State of Oklahoma agency policies regarding secure data destruction.

27.4 **Use of information:** Contractor agrees that the information received or accessed through this agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this agreement.

27.5 **Redisclosure of data:** The contractor agrees not to redisclose any information to a third party not covered by the agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

28 **Federal Tax Information Requirements IRS Publication 1075**

28.1 **Performance:** If contractor takes possession or control of federal tax information in performance of this contract, the contractor agrees to, when applicable and to the extent within contractor's control, comply with and assume responsibility for compliance by officers or employees with the following requirements:

29.1.1 All work will be performed under the supervision of the State of Oklahoma.

29.1.2 The contractor and contractor's officers or employees to be authorized access to federal tax information (FTI) must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

29.1.3 FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

29.1.4 FTI will be accounted for upon receipt and properly stored before, during and after processing. In addition, any related output and products require the same level of protection as required for the source material.

29.1.5 The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

29.1.6 Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. If this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed and the destruction method.

29.1.7 All contractor computer systems receiving, processing, storing or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for managerial, operational and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

29.1.8 No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

29.1.9 Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

29.1.10 To the extent the terms, provisions, duties, requirements and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

29.1.11 In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

29.1.12 For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

29.1.13 The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

29 Criminal/Civil Sanctions

29.1 Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution.

29.2 Each office or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as one year, or both, together with the costs of prosecution.

29.3 Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

29.4 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to contractors by 5 U.S.C. § 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

29.5 Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

30 Inspection

30.1 The IRS and the agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

31 SSA Requirements

31.1 **Performance:** If contractor takes possession or control of SSA-provided information in the performance of this contract, the contractor agrees to, where applicable and to the extent within contractor's control comply with and assume responsibility for compliance by his or her employees with the following requirements:

32.1.1 All work will be done under the supervision of the State of Oklahoma.

32.1.2 Any SSA-provided information made available shall be used only for carrying out the provisions of this agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

32.1.3 All SSA-provided information shall be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

32.1.4 No work involving SSA-provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.

32.1.5 The contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.

32.1.6 Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's chief information officer. Proof of this authorization shall be provided to the contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.

32.1.7 Contractor shall provide security awareness training to all employees, contractors and agents who access SSA-provided information. The training should be annual, mandatory and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor and agent who views SSA-provided information certify that they understand the potential criminal, civil and administrative sanctions or penalties for unlawful assessment and/or disclosure.

32.1.8 Contractor shall require employees, contractors and agents to sign a nondisclosure agreement, attest to their receipt of security awareness training and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain nondisclosure attestations for at least five to seven years for each employee who processes, views or encounters SSA-provided information as part of their duties.

32.1.9 The applicable State of Oklahoma agency shall provide the contractor with a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the contractor a current list of the employees of such contractor with access to SSA data and provide such list to the SSA.

32.1.10 Where the contractor processes, handles or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the contractor within the agreement.

32.1.11 SSA requires all parties subject to this agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or federal investigations and SSA special inquiries for matters pertaining to SSA-provided information.

32.1.12 SSA requires all parties subject to this agreement to agree that any client-owned or subcontracted facility involved in the receipt, processing, storage or disposal of SSA-provided information operate as a "de facto" extension of the client and is subject to onsite inspection and review by the client or SSA with prior notice.

32.1.13 If the contractor must send a contractor computer, hard drive or other computing or storage device offsite for repair, the contractor must have a nondisclosure clause in their contract with the vendor. If the contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the contractor's vendor contract. The contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.

32.1.14 In the event of a suspected or verified data breach involving SSA-provided information, the contractor shall notify the client immediately.

32.1.15 The client shall have the right to void the contract if the contractor fails to provide the safeguards described in this section.

32 Criminal/Civil Sanctions

The Privacy Act specifically provides civil remedies, 5 U.S.C. § 552a(g), including damages and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the act. The civil action provisions are premised violations of the act committed by parties subject to this agreement or regulations promulgated thereunder. An individual claiming such a violation by parties subject to this agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this agreement to grant the plaintiff access to his/her records and when appropriate direct an amendment or correction of records subject to the act. Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this agreement to comply with the act.

32.1 Civil remedies:

a. In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this agreement acted in an intentional or willful manner shall be liable in an amount equal to the sum of actual damages sustained by the individual because of the refusal or failure, but in no case shall a person entitled to recovery receive less than the sum of $1,000.

b. The costs of the action together with reasonable attorney fees as determined by the court.

c. An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where parties subject to this agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to Sept. 27, 1975.

32.2 Criminal penalties:

a. Any officer or employee of an agency, who by virtue of his employment or official position, has possession of or access to agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder and who knowing that disclosure of the specific material is so prohibited willfully discloses the material in any manner to any person or agency not entitled to receive it shall be guilty of a misdemeanor and fined not more than $5,000. Refer to 5 U.S.C. § 552a(i)(1).

b. Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than $5,000. Refer to 5 U.S.C. § 552a(i)(2).

c. Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than $5,000. Refer to 5 U.S.C. § 552a(i)(3).

33 Child Support FPLS Requirements

33.1 Contractor, when applicable and to the extent within contractor's control, and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 U.S.C. § 654(26), 42 U.S.C. § 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS) Administration of Children and Families Office of Child Support Enforcement Security Agreement and Section H, Security and Privacy, of the U.S. Department of HHS Automated Systems for Child Support Enforcement: A Guide for States. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state CS agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

33.2 This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.

33.3 This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information and financial information. Refer to 45 CFR § 303.21(a).

34 FERPA Requirements

34.1 If contractor takes possession or control of information covered by FERPA in performance of this agreement, contractor agrees to, when applicable and to the extent within contractor's control comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, 34 CFR Part 99) and the Oklahoma Student Data Accessibility, Transparency and Accountability Act of 2013 (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

35 CJIS Requirements

35.1 Introduction: This section shall be applicable to the extent that contractor takes possession or control of CJIS data. The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy ("CJIS Security Policy" or "Security Policy" herein).

35.2 The entity or affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS systems officer (CSO) and the FBI CJIS Audit staff.

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

35.4 Directive concerning access to CJI and to hardware or software which interacts with CJI and certification: The FBI CJIS division provides state-of-the-art identification and information services to the local, state, tribal, federal and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

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

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

a. The definitions and acronyms in §3 and Appendices A & B.
b. The general policies in §4.
c. The policies in §5.
d. The appropriate forms in Appendices D, E, F and H.
e. The supplemental guidance in Appendix J.

35.7 This **CJIS Security Policy** is located at https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center.

36 Notices

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

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

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

OMES Deputy General Counsel
2401 N. Lincoln Blvd.
Oklahoma City, OK 73105

Section 7. Response to Specifications and Requirements

7.1. Project understanding

Oklahoma's public libraries serve as important community access points, providing trusted spaces where residents connect with information, services, and technology. This program builds on that strength by placing clinical-grade telehealth in trusted community spaces: 175 HIPAA-compliant Ready Portals across 74 Oklahoma library systems, giving residents access to private appointments with live providers and diagnostic devices close to home and free of charge.

The need is real and concentrated in rural Oklahoma, where many residents live an hour or more from the nearest clinic and where cost keeps care out of reach. Nearly three in four of the state's public library jurisdictions serve fewer than 10,000 people, and almost 40 percent serve communities under 2,500. Meeting that need through the library, an institution residents already rely on, is what makes this program both efficient and durable.

PROGRAM SNAPSHOT

175 Telehealth Portals	**74** Library systems	**22** Devices per Portal	**5-year** Hardware warranty
Sep 2026 Delivery target	**U.S.-made** Portals and parts	**Single** Point of contact	

Oklahoma's public libraries are split between system libraries funded by property taxes and concentrated in urban areas, and municipal libraries in smaller communities funded by local sales tax. They are independently operated and vary widely in age, wiring, and floor structure. Because the solicitation does not name the specific locations, Ready leads with a portal-ready assessment that evaluates each site for electrical capacity, structural loading, network path, and fire-safety integration before a Portal arrives, and coordinates every step with local library staff so the work strengthens the library rather than disrupting it. As an existing partner to the State through the **BOSS platform,** with federally compliant delivery already in place, Ready treats this as a deployment it can execute on the State's timeline, with local Oklahoma labor supporting the on-site work.

7.2 Compliance at a glance

Each Exhibit 6 specification and each Exhibit 5 mandatory attestation is answered in this section and marked out-of-box or custom per Attachment A Section 3.1.

Specification (Exhibit 6)	Mark	Status	Section
1. Dedicated electrical circuit	Custom	✓ Met	7.5
2. Panel capacity and grounding	Custom	✓ Met	7.5
3. Data and connectivity	Out-of-box + custom	✓ Met	7.5
4. Structural floor loading	Custom	✓ Met	7.5
5. Fire safety and sprinklers	Custom	✓ Met	7.5

7.2.1 Mandatory attestations

Part	Mandatory attestation (Exhibit 5)	Status	Where
Part A	Five-plus years similar experience; capacity for exactly 175 pods statewide	✓ Affirmed	Exhibit 5; Section 2
Part B	Auto sanitization, auto HVAC, white noise, charging end table, five-plus USB surge; facility integration	✓ Affirmed	Exhibit 5; 7.1–7.5
Part C	Every pod fully equipped with the diagnostic suite including TytoCare, video bar, and all devices	✓ Affirmed	Exhibit 5; Medical Device section
Part D	Exactly three customer references with full contact information	✓ Affirmed	Exhibit 5; Section 11
Part E	Company profile, financial stability, five-year litigation history	✓ Affirmed	Exhibit 5; Section 10

7.3 Planned deployment and the 74-library baseline

Exhibit 6 describes a program consisting of 175 telehealth pods deployed across Oklahoma libraries and includes infrastructure assumptions based on 74 library systems, including one managed PoE+ switch per participating library. Attachment A likewise establishes a statewide deployment of 175 pods but does not identify the final library locations.

Ready's proposal accommodates either deployment approach. Where multiple Portals are installed within a library system, Ready deploys shared infrastructure components such as managed switches at the library level. Where Portals are distributed across a larger number of individual locations, Ready scales the supporting infrastructure accordingly.

The firm fixed price in Exhibit 2 remains unchanged regardless of final site allocation. Whether the State ultimately deploys multiple Portals within a library system or distributes Portals more broadly across individual locations, Ready assumes responsibility for coordinating deployment, installation, operations, and support statewide. This approach removes site-allocation risk from the State while preserving flexibility as final locations are confirmed.

7.3.1 Implementation support and accountability

Ready delivers this program as a managed service with a single accountable owner, not a set of shipments for the State to coordinate. For the life of the engagement, Clayton Wooley, our named Ready project manager is the single point of contact for the Oklahoma Broadband Office and for each participating library. Ready engages, supervises, and pays every subcontractor directly, so the State holds one accountable party for the entire scope, statewide. Library staff are never the technical support line: BOSS monitors every Portal remotely, Ready dispatches and resolves issues, and staff handle only simple tasks such as restocking exterior supplies. From contract execution through the five-year warranty horizon, the State has one place to call and one party responsible for the outcome.

7.3.2 Clinical connection and utilization

Ready provides the telehealth environment, not the clinical care. Each Portal delivers the private space, the connectivity, the diagnostic devices, and the booking and session platform through which a resident reaches a licensed provider. The care itself is delivered by the providers the State designates, whether a statewide telehealth network, Medicaid providers, or a patient’s own clinician, and Ready integrates with those providers rather than replacing them, so the State keeps full control of who delivers care and under what clinical protocols.

Because a Portal only creates value when it is used, Ready treats adoption as part of delivery. The booking flow is embedded in each host library’s website, the portal concierge helps a first-time patron start a visit, and library staff receive simple launch materials so they can point residents to the service without becoming its support line. BOSS reports real utilization by site, sessions and no-shows included, which gives the Broadband Office an early read on which libraries are thriving and which need a local push, and supplies the activity data behind Capital Projects Fund performance reporting. The result is a managed telehealth service the State operates with confidence, not 175 rooms it has to figure out how to fill.

7.3.3 Maintenance — How Ready maintains the fleet through the contract term

Attachment A requires the supplier to maintain the telehealth pods. Ready fulfills this obligation through a combination of continuous remote monitoring and forward-deployed Oklahoma field response.

Every Portal reports its operational status to BOSS every 30 seconds. Environmental sensors inside each Portal track temperature, humidity, air quality, and occupancy. The sanitization system logs every cycle. If any metric falls outside the threshold, BOSS raises an alert automatically, routes it to the Ready dispatch queue, and logs it against the Portal's service record. Library staff do not diagnose issues and do not need to contact Ready: the system detects problems before a patron encounters them in most cases.

When a physical response is required, Ready's Oklahoma field team is the resource. The team carries a parts inventory covering the most common hardware failures across the Portal family, allowing same-day resolution for the majority of issues without a parts order. Ready's contractual commitment is dispatched within 48 hours of any confirmed outage, with a four-hour response target for any Portal that is fully offline. Every service event is documented in BOSS, visible to OBO in real time, and retained in the audit record for the five-year window required by 2 CFR 200.333.

Maintenance scope includes: automatic sanitization system function and cycle logging; HVAC and environmental sensor calibration; device tether, dock, and charging system integrity; network tunnel health and BOSS heartbeat continuity; display, webcam, and AV component function; privacy glass operation; and physical inspection of the enclosure. Library staff handle only exterior supply restocking, specifically Purell ES Healthcare and PDI Sani-Cloth wipes at the exterior dispenser. Nothing inside the Portal is a library maintenance responsibility.

7.3.4 Operations — How Ready operates the fleet as a managed telehealth service

Attachment A requires the supplier to operate the telehealth pods, not merely deliver them. Ready operates this program as a managed telehealth service from contract execution through December 31, 2026, with the operate obligation fulfilled through five specific functions:

1. Patron booking and session initiation. Ready embeds the appointment booking flow in each host library's website, so a resident can schedule a telehealth visit from the library's own site without navigating to a separate platform. A walk-up QR code at each Portal enables immediate access for unscheduled patrons. Ready configures and maintains these access points for all 74 libraries.
2. Portal Concierge. A guided on-Portal welcome flow helps first-time patrons start a session, select the appropriate device, and connect with a provider without requiring library staff support. The portal concierge runs on the Portal's edge compute stack, operates without a network connection to activate, and leaves no patient data at the Portal after the session.
3. Utilization monitoring and reporting. BOSS tracks every session, no-show, and idle period at every Portal in real time. OBO has live dashboard access to utilization by site, by region, and across the fleet. Ready produces a utilization report on a cadence agreed with OBO and generates the session-activity data that underlies the Treasury CPF Annual Performance Report, fulfilling the operating obligation's reporting dimension.

4. Dispatch and incident management. Ready operates as the single point of contact and escalation owner for every operational issue across the fleet, from a device malfunction to a biohazard event. Library staff have one number to call and one escalation path. Ready owns resolution end-to-end. The response protocol, RACI matrix, and escalation timeframes are documented in the Delivery and Accountability section above.
5. Ongoing platform operations. Ready operates the BOSS platform, the HIPAA-compliant network tunnel, the ARC compliance reporting automation, and the booking and concierge layer continuously through the contract term. These are active software services, not passive infrastructure. Ready is the operator of record for the entire technology stack the program runs on.

7.4 The Ready Portal family and site fit

Exhibit 6 calls for telehealth pods and digital connection centers of varying sizes, matched to community demand and physical site constraints, supporting medical appointments, mental health, job interviews, virtual court, and distance learning. Ready meets this with one platform in three footprints. The per-site selection is set by the portal-ready assessment, and the firm price holds regardless of the mix.

Attribute	Ready Portal Pro	Ready Portal ADA
Program role	Compact alternative	Mid-sized, program standard
Occupancy	1 person	Wheelchair user + companion
Footprint	~7 x 7 ft	~10 x 10 ft
Weight	~650 to 750 lb	~1,200 lb
Lead time	14 days	21 days
On-site install	~120 min	~180 + 30 min
Accessibility	Doorway/threshold	Title II interior
Best-fit site	Tight or weight-limited sites	Default for full accessibility
Dual-use fit	Single-user telehealth, interviews, court, learning	Every listed use, including wheelchair users

7.5 Specification responses

Each specification follows the same structure: the Exhibit 6 requirement, how Ready delivers it, how it holds across the 74 to 175 site range, and the verification behind it.

SPECIFICATION 1

Dedicated electrical circuits

Custom · per-site
✓ Requirement met

If a circuit is at its maximum a licensed Oklahoma electrician will run a dedicated circuit to each cluster of Portals before placement, with the routing method chosen building by building.

WHAT EXHIBIT 6 REQUIRES

> *It will likely need to run a new, dedicated 20-amp circuit from your main electrical panel directly to the pod's location.*

HOW READY DELIVERS IT

1. Ready's Portals consume less than 1 amp of current on a regular outlet meaning an existing 20-amp circuit should be more than sufficient. If it is not, a licensed Oklahoma electrical subcontractor, qualified per location, installs the dedicated circuit at each site after a pre-installation survey and before Portal placement.
2. Routing follows the building: surface-mounted Wiremold on masonry or plaster, and snaked through accessible chases elsewhere. Each circuit terminates at a dedicated breaker matched to the panel brand, labeled, with an accessible disconnect.
3. All electrical labor is performed at Davis-Bacon prevailing wage, with certified payroll retained for audit per Attachment G.

ACROSS 74 TO 175 SITES

On an as-needed basis, one dedicated circuit will be installed per Portal cluster. The method and the firm fixed price are identical whether the program lands at 74 libraries or up to 175 single-pod locations.

✓ Licensed Oklahoma electrician ✓ Davis-Bacon certified payroll ✓ Panel-matched breaker

SPECIFICATION 2

Panel capacity and grounding

Custom · per-site
✓ Requirement met

Before any Portal goes in, the electrician checks each building's panel and grounding and upgrades only what that site needs.

WHAT EXHIBIT 6 REQUIRES

> *An electrician should perform a load calculation to see if your current service can handle the extra 1,500 to 2,000 watts the pod might pull.*

HOW READY DELIVERS IT

1. The electrician completes a panel and grounding assessment at every site, covering panel brand and condition, available breaker slots, service amperage versus load, grounding continuity, and legacy conditions such as aluminum wiring, two-wire ungrounded circuits, or double-tapped breakers.
2. A written report is produced per site, with legacy panels such as Zinsco and Federal Pacific flagged early.
3. Where an upgrade is required, Ready coordinates with the library facility manager and the local utility, and licensed electricians perform the work at Davis-Bacon prevailing wage. Site-specific upgrades are priced per location in Exhibit 2.

ACROSS 74 TO 175 SITES

One assessment per site. The method and firm price hold across the range; only the number of assessments scales between 74 libraries and up to 175 single-pod locations.

✓ Per-site load calculation ✓ Written assessment report ✓ Davis-Bacon

SPECIFICATION 3

Data and connectivity

Out-of-box + custom

✓ Requirement met

Each Portal gets its own hardwired, encrypted network drop on an isolated switch, never the library's public Wi-Fi.

WHAT EXHIBIT 6 REQUIRES

> *For HIPAA compliance and stable video calls, the program will ensure that a shielded Cat6 Ethernet cable alongside the new power line is run.*

HOW READY DELIVERS IT

1. Each Portal receives a dedicated, shielded Cat6a plenum-rated Ethernet drop, routed alongside the power run to limit wall penetrations, terminating at a keystone jack and a managed switch port. The runs are custom per site; the Cat6a material and the Portal are out-of-box.
2. One managed PoE+ switch per library, 74 total, isolates Portal traffic from the patron and staff network on a dedicated VLAN, sized to the pod count and monitored through BOSS. This is out-of-box and matches the Exhibit 6 purchase list.

3. The portal-ready assessment verifies that the library's internet uplink can carry concurrent clinical-grade video, not just the local wiring. Where the existing service is short, Ready coordinates the needed upgrade with the library and its provider before the Portal goes live, consistent with the Broadband Office's connectivity mission.

ACROSS 74 TO 175 SITES

One managed PoE+ switch per library, 74 at the baseline. Per-Portal drops scale with pod count, and the same method and firm price hold at up to 175 single-pod locations.

MEET-OR-EXCEED OPTION

Ready delivers Cat6a plenum per the specification. Cat8 is available by default, and a dual-port Cat6a plus Cat8 configuration is available at minimal added cost, supporting AI-ready video healthcare for a decade. Offered as a meet-or-exceed option under 7.7.3, not an exception.

✓ VLAN traffic isolation ✓ Encrypted and audit-logged ✓ BAA before go-live

SPECIFICATION 4

Structural floor loading

Custom · per-site
✓ Requirement met

Before placing Portals, a licensed Oklahoma engineer will confirm the floor can carry it, and the floor is reinforced wherever the assessment requires.

WHAT EXHIBIT 6 REQUIRES

> *Telehealth pods are heavy, often weighing between 600 and 1,200 lbs concentrated in a small footprint.*

HOW READY DELIVERS IT

1. Ready conducts a structural floor-loading assessment at every site. Where a stamped sign-off is warranted, a licensed Oklahoma professional engineer performs it, selected regionally since qualified firms tend to serve a region rather than the whole state.

2. The assessment identifies floor construction, calculates point load at the Portal footprint, and specifies placement relative to structural members. Quarter-inch steel spreader plates are installed where timber floors require, with placement over a beam or slab.

3. The report, with the PE stamp where applicable, is retained in the project file for federal audit. All structural work is performed at Davis-Bacon prevailing wage.

ACROSS 74 TO 175 SITES

The assessment runs once per placement. The method and the firm fixed price are identical whether the program lands at 74 libraries or up to 175 single-pod locations.

BY PORTAL TYPE

Portal Pro (about 750 lb) sits inside the Exhibit 6 600 to 1,200 lb envelope. Portal ADA (about 1,200 lb) exceeds it, so steel spreader plates are standard for that unit, stated as meet-or-exceed with structural mitigation.

✓ Licensed PE stamp | ✓ Davis-Bacon | ✓ Per-site load calculation

SPECIFICATION 5

Fire safety and sprinklers integration

Custom · per-site
✓ Requirement met

Rather than build sprinklers into the pod, Ready integrates each Portal with the library's existing fire system and gets local sign-off before it opens.

WHAT EXHIBIT 6 REQUIRES

> *You might need to install a "relay" smoke detector inside the pod or potentially an internal sprinkler head tied into the library's main system.*

HOW READY DELIVERS IT

1. A pre-installation fire-safety review is conducted with the library facility manager and, where the jurisdiction requires, the local fire marshal.
2. The safety review verifies overhead sprinkler coverage above the footprint, installs a relay smoke detector inside each Portal tied to the library fire panel, and confirms placement per NFPA 72 and local code. Portals can be connected to the existing library alarm system and, if required by local fire code, sprinklers can also be built into Portal.
3. Licensed contractors perform the work at Davis-Bacon prevailing wage, and the authority having jurisdiction signs off before each Portal is placed in service.

ACROSS 74 TO 175 SITES

A fire-safety review and integration at each site. The method and firm price hold across the 74 to 175 range.

✓ NFPA 72 placement | ✓ AHJ sign-off | ✓ Davis-Bacon

7.6 Site selection and prioritization methodology

Because the solicitation does not list the specific libraries, Ready provides a transparent methodology to help the State confirm and sequence locations. Final selection remains the State's and honors the Attachment A provision that pods go to libraries that have ordered them. Ready scores candidate libraries on objective public-benefit and feasibility factors and returns a ranked deployment plan for the State's approval:

1. Health access need: distance from the library to the nearest clinic, hospital, or Federally Qualified Health Center, and the size of the population beyond a reasonable drive of in-person care.
2. Population served: cardholders and visit volume at the library, weighted toward rural and underserved communities.
3. Broadband and connectivity: presence of a service-capable circuit at the library, consistent with the Broadband Office mission.
4. Physical feasibility: a location inside the library that can take a Portal footprint and meet ADA clearance.
5. Readiness to proceed: the scope of electrical, structural, network, and fire-safety work the site needs, which sets its place in the installation sequence.

Ready delivers this as a prioritized site plan through the BOSS platform, so the State can see, adjust, and approve the deployment order before any work begins.

ILLUSTRATIVE REGIONAL DISTRIBUTION

Illustrative only. The table below shows how the scoring method could sequence a 74-library, 175-Portal program across Oklahoma's six regions. It is a planning illustration, not a representation of specific libraries or counts. The final list is set by the State after award against the libraries that have ordered Portals.

Region	Libraries	Portals
Frontier Country	20	53
Green Country	22	53
Chickasaw Country	11	24
Great Plains Country	9	20
Red Carpet Country	8	17
Kiamichi Country	4	8
Total	**74**	**175**

7.7 Site assessment criteria that set installation scope and labor

Once locations are confirmed, every site receives a portal-ready assessment before a Portal is scheduled. The assessment uses a fixed checklist so that scope and labor are set by site conditions rather than estimated in the abstract. Each criterion maps to a trade and to the work the site may require:

1. Electrical capacity and grounding: panel headroom for a dedicated 20-amp circuit, grounding integrity, and any panel upgrade. Sets licensed electrician scope.
2. Dedicated circuit routing: the path from panel to Portal, including older plaster or masonry construction. Sets electrician hours and materials.
3. Structural floor loading: floor construction type and point load at the Portal footprint, with PE sign-off and steel spreader plates where a timber floor requires load distribution. Sets whether a licensed Oklahoma professional engineer is engaged at that site.
4. Network path and uplink: a routable, shielded Cat6a data drop to the Portal, a switch location that isolates Portal traffic, and confirmation that the library's internet uplink can carry concurrent clinical-grade video. Sets low-voltage data labor and any uplink upgrade.
5. Fire-safety integration: compatibility of the library fire panel with the in-Portal relay smoke detector, and any sprinkler or AHJ coordination. Sets fire-safety modification scope.
6. ADA and placement: clearances, approach, and threshold for the accessible Portal, confirming whether the Portal ADA fits or a compact Portal Pro is substituted at no change in price.

The assessment output for each site is a fixed work order naming the required trades and hours. This is how Ready converts a statewide commitment into predictable, locally staffed installations. In the rare case a confirmed library cannot be made ready, Ready reallocates that Portal to another ordered library at no change to the firm fixed price.

7.8 Product list: infrastructure and tech kit

Telehealth Portal units

Each library receives a fully assembled, soundproof Ready Portal: a private, self-contained telehealth room with automatic between-session sanitization, automatic HVAC with environmental sensing, integrated white noise, clinical-grade adjustable lighting, frosted privacy glass that activates upon door close, an end table with charging and storage, and the full 22-device diagnostic suite. Two form factors cover every library footprint, both delivered fully integrated and factory-tested. The exact mix is confirmed against each library's available floor space during the portal-ready assessment, at no change to the firm fixed price.

Ready Portal ADA (primary, wheelchair-accessible)

The primary unit, proposed for every site where floor space allows. Its interior measures approximately 84 by 84 by 84 inches, which matches the Exhibit 6 mid-sized dimensions (about 85 in. wide by 82.75 in. deep by 86 in. high) within roughly two inches on every axis, read as interior dimensions. The unit requires a site area of about 10 ft by 10 ft including ADA approach and clearance, and includes a companion seat and a height-adjustable 4K display. Assembled weight is approximately 1,200 lb, addressed by the per-site structural assessment. Standardizing on the accessible unit makes every library site accessible by default, with no reliance on a paired or adjacent facility. Made in the USA and ETL certified to UL 962.

Ready Portal Pro (compact single-occupant)

A compact single-occupant Portal for libraries whose floor space cannot take the accessible footprint, offered at no change in price. Same software, HIPAA posture, sanitization, HVAC, lighting, and full diagnostic suite as the Portal ADA, in a smaller footprint. The Exhibit 6 small-pod size is noted as a supplier recommendation, and Ready proposes this compact unit only where the ADA footprint will not fit. Made in the USA and ETL certified to UL 962.

Images of the Ready Portal ADA and Ready Portal Pro are available in Appendix 1.

Ready BOSS platform

Every Ready Portal is managed through Ready BOSS, the cloud platform that turns 175 distributed units into a single, monitored fleet. BOSS is included with every Portal at no additional State infrastructure cost. For the State and the Oklahoma Broadband Office, BOSS provides:

1. Fleet management and live status for all 175 Portals on one dashboard: uptime, session activity, network health, environmental conditions, and sanitization cycles, location by location.
2. Appointment booking integrated with each host library website, plus the portal concierge that helps a first-time patron start a visit.
3. Role-based access control and a white-label, OBO-branded interface, so the State sees its own branded program rather than a vendor portal.
4. Treasury Capital Projects Fund reporting support, including the utilization data needed for SF-425 and federal performance reporting, generated from real activity rather than estimates.
5. Librarian and self-guided training built into the platform, so library staff are never the technical support line.

Ready monitors the fleet remotely and proactively, so a connectivity or hardware issue is detected and dispatched before a patron is turned away. This is the operational backbone behind Ready's commitment to deliver and sustain all 175 Portals.

Infrastructure and tech-kit components, with make and model

All materials meet or exceed the Exhibit 6 per-pod specifications and applicable code. Manufacturer names and models are stated per Bidder Instructions 7.7.3; an equivalent of equal or greater capability may be substituted where it meets the specification, which is a meet-or-exceed substitution and not an exception.

Component (quantity)	Manufacturer / model, or equivalent	Specification	Mark
Dedicated breakers (175)	Eaton, Square D, or Siemens	NEMA 5-20, single-pole, 120V, 20A (30A option); panel-matched and labeled	**Custom**
Commercial conduit (~17,500 lf)	EMT; Legrand Wiremold V500 surface	3/4-in EMT minimum; surface raceway on masonry, plaster, or historic fabric	**Custom**
THHN conductors	12AWG THHN/THWN-2, 600V	Black, white, green per NEC; damp-location rated for older buildings	**Custom**
Surge protection (175)	Tripp Lite ISOBAR, APC SurgeArrest	UL 1449 4th Ed, 1,440 J minimum, EMI/RFI filtering, 20A, hospital-grade	**Custom**
Cat6a plenum cable (20+ boxes)	Belden 10GX; CommScope, Panduit, Leviton	CMP plenum per NEC Art. 800; slack loops at terminations	**Custom**
Managed PoE+ switches (74)	Cisco Catalyst CBS, Netgear ProSAFE, Ubiquiti UniFi	8-port (1 to 4 pods) or 16-port (5+); VLAN isolation; BOSS-monitored	**Custom**
Keystone jacks and faceplates (175)	Leviton QuickPort, Panduit Mini-Com	Cat6a, T568B, certified to TIA-568, per-port test record	**Custom**
Relay smoke detectors (175)	System Sensor, Hochiki, or Mircom	Panel-matched per site; AHJ-inspected before service	**Custom**
Floor reinforcement plates (as needed)	A36 structural steel, galvanized or epoxy	1/4-in spreader plates sized by the PE; set beneath the footprint	**Custom**
ADA signage (175)	APCO Industries, Vista System	ICC A117.1 and ADA 703; raised characters and Grade 2 Braille; 60-in centerline	**Custom**
Commercial display (175)	Dell, LG, or HP commercial 4K, or equivalent	32 in. 4K UHD IPS on a height-adjustable rail; exceeds the 24 to 27 in. requirement; privacy delivered by enclosure auto-frost glass, screen filter available on request	**Out-of-box**

Component (quantity)	Manufacturer / model, or equivalent	Specification	Mark
Webcam / video bar (175)	Insta 360 2C Pro - 4K	4K, 90-deg+ field, auto-framing, mic array, physical privacy shutter	Out-of-box
Sanitization stations (175)	Purell ES with PDI Sani-Cloth	Exterior wipe and sanitizer; supplements the Portal sanitization process.	Out-of-box

BUILD AMERICA, BUY AMERICA (BABA)

All construction labor is performed at prevailing wage under Davis-Bacon, with certified payroll retained for audit. For the manufactured products and construction materials in this table, Ready sources domestic-origin items to comply with the Build America, Buy America requirements applicable to Treasury-funded infrastructure under Attachment G. Where a domestic source is unavailable, Ready documents the item and pursues the appropriate waiver with the State rather than substitute silently.

NETWORK SEGMENTATION FOR HIPAA

All ePHI traffic travels through a dedicated encrypted tunnel from the Portal, across the managed-switch VLAN, to the telehealth provider's HIPAA-compliant infrastructure. The switch enforces VLAN isolation in hardware, so no Portal traffic crosses the library's public Wi-Fi or general internet. Access control and session authentication run through BOSS, audit logging is enabled per session for the Attachment G audit trail, and no patient data persists at the Portal after a session ends.

FIRE PANEL COMPATIBILITY VERIFICATION

The pre-installation survey records each library's fire panel manufacturer, model, and protocol, and the fire-safety subcontractor specifies the matching relay detector before procurement. Detectors are ordered per site, never as a uniform batch, which prevents the on-site incompatibility that is the most common cause of fire-safety delays. No detector is installed without a pre-verified compatibility specification in hand.

7.8.1 Ownership structure

Woman owned	Minority owned	Small business owned	None of the above
			✓ Yes

7.9 ADA-compliant pod configuration

Field	Response
Proposed configuration	Exhibit 6 Option A: Ready proposes 175 mid-sized pods, met with the Ready Portal ADA at every site. The compact Ready Portal Pro

Field	Response
	is substituted only where floor space requires, at no change in price.
Mid-sized pod (proposed)	Ready Portal ADA, wheelchair-accessible. Interior approximately 84 by 84 by 84 in., matching the Exhibit 6 mid dimensions on the interior reading; site area about 10 ft by 10 ft with ADA clearance.
Compact alternative	Ready Portal Pro, single-occupant, where the mid-sized footprint will not fit. Site area approximately 7 ft by 7 ft. Exact dimensions confirmed at order.
Accessible interior	60 by 60 in. clear floor and a 60 in. turning circle, exceeding ADAAG 305 and 304; Title II compliant interior at every site.
Height-adjustable surface	28 to 44 in. electric range with single-switch control.
Accessible controls	Switch-access controls mounted at multiple heights, with T-coil audio and live captioning.
Desk and chair	Included. Integrated end table with charging and storage, plus patient seating; the Portal ADA adds a companion seat.
Germicidal / bacterial removal	Included. Automatic between-session sanitization is standard in every Portal.
Privacy glass	Included. Frosted privacy glass that activates automatically at session start.
Soundproofing	Included (required). HIPAA-compliant acoustic isolation in every Portal.
Discount for libraries	Firm fixed pricing for the full 175-unit program, including any volume consideration, is reflected in Exhibit 2.
Color / customization	Neutral standard exterior with finish options; white-label OBO and library branding on the in-Portal welcome screen and the BOSS dashboard. Exterior wrap available at order.

7.10 Delivery and installation schedule

Ready commits to deliver and install all 175 Portals within the July 1 to December 31, 2026 contract term, working to the State's ideal per-unit delivery date of September 30, 2026. Because the solicitation does not enumerate the locations, Ready begins with a portal-ready assessment of each site. That assessment sets the per-site installation sequence and confirms electrical, structural, network, and fire-safety readiness before a Portal is delivered. Manufacturing capacity is up to 60 units per month on a 60-day lead from purchase order, so production is never the constraint; site readiness governs pace.

1 Assess	2 Prepare	3 Install	4 Test	5 Sustain
July 2026	Jul to Aug	Aug to Sep	Sep to Oct	5-year

Phase 1 · Site assessments July 2026

Conduct the portal-ready assessment at each library: electrical capacity and grounding, structural floor loading, network path, and fire-safety integration. A licensed Oklahoma electrician, and a licensed Oklahoma professional engineer where structural sign-off is required, evaluates each site and finalizes a site-specific plan. Assessments run in waves two to four weeks ahead of installation so crews and production are never waiting on readiness.

Key milestones: Crews mobilized; all candidate libraries surveyed; site-specific plans finalized; OBO assessment readout prepared.

Deliverables: Per-site portal-ready assessment report, recommended Portal variant, and draft installation sequence.

Responsible party: Ready project manager Clayton Wooley and Oklahoma field lead, with the licensed electrician and, where required, professional engineer.

Phase 2 · Infrastructure preparation July to August 2026

Local licensed Oklahoma electricians and data contractors, selected per site after assessment, complete dedicated circuit runs, any required panel upgrades, Cat6a plenum data drops, managed PoE+ switch installation, and fire-safety modifications. All construction labor is performed at Davis-Bacon prevailing wage and scheduled around each library to avoid disrupting patrons.

Key milestones: Per-site work orders issued; circuits, data drops, and PoE+ switches installed; fire-safety modifications complete; each site inspected and certified ready.

Deliverables: Completed electrical, low-voltage, and fire-safety work per site; certified Davis-Bacon payroll; readiness sign-off per site.

Responsible party: Regional licensed Oklahoma electrical, low-voltage, and fire-safety subcontractors, supervised by Ready's field lead.

Phase 3 · Pod delivery and installation **August to September 2026**

Portals arrive fully integrated, configured, and factory-tested. On-site work is approximately two hours per Portal: placement, securing to the floor structure, and connection of power, data, and the smoke-detector relay, with a short accessibility calibration on Portal ADA units. White-glove placement, network connection and testing, and removal of all packaging. Target: all 175 Portals ready for utilization by December 31, 2026.

Target: Ready will track toward September 2026 for full utilization, with committed completion no later than December 31, 2026.

Key milestones: Portals manufactured and factory-tested; delivered in waves to approved sites; placed, secured, and connected; packaging removed.

Deliverables: Installed and connected Portal at each site, ADA accessibility calibration, and full site cleanup.

Responsible party: Ready installation team and logistics, with local trades for final power, data, and fire-relay connections.

Phase 4 · Testing and handover **September to October 2026**

System-level acceptance testing of each Portal (video and audio, network isolation, medical devices, sanitization, HVAC, lighting). Librarian orientation and self-guided training. Formal handover with as-built documentation, plus remote visibility through the BOSS fleet dashboard from day one. Each Portal is accepted against a documented test checklist retained for the federal audit record.

Key milestones: End-to-end acceptance test per Portal; librarian orientation; registration in BOSS; formal handover.
Deliverables: Signed acceptance checklist per Portal, as-built documentation, BOSS dashboard access for OBO, and training materials.
Responsible party: Ready commissioning and customer-success team, with OBO and library staff confirming acceptance.

Phase 5 · Ongoing maintenance and fleet management **From each site's acceptance through the five-year warranty horizon**

Ready does not walk away at handover. Each Portal carries a five-year limited hardware warranty, which exceeds the contract minimum, and Ready provides twelve months of hypercare following acceptance of each Portal. Hypercare is an enhanced post-deployment support period designed to ensure a smooth transition from installation to ongoing operations. During this period, the forward-deployed installation team remains actively engaged while operational responsibility transitions to regional support resources.

Throughout, BOSS manages the fleet centrally and gives OBO a single view across all 175 Portals: per-unit status, network and environmental health, sanitization cycles, utilization analytics, and the data behind federal Capital Projects Fund reporting. BOSS fleet management is included for the first twelve months in the firm price; continued management beyond that is available that the State may elect post-award, sustaining the fleet across the full five-year horizon.

Key milestones: Hypercare stood up at first acceptance; regional dispatch network active; quarterly fleet-health and utilization reviews with OBO; warranty service available for five years.

Deliverables: BOSS fleet dashboard and reporting; 12-month hypercare; parts inventory and remote diagnostics; CPF reporting data; optional ongoing service proposal.

Responsible party: Ready customer-success and regional field-support teams on the BOSS platform; OBO for the review cadence.

Schedule milestone	Bidder response
Lead time from order to first delivery	60 days from purchase order, with capacity for up to 60 units per month. Purchase orders are placed at contract execution; first Portals are delivered and installed in late September 2026.
Installation time per pod	Approximately two hours on site per Portal (placement, securing, and connection of power, data, and the smoke-detector relay), following site preparation by licensed local trades. Portal ADA units add a short accessibility calibration.
All 175 pods ready for utilization	Target: Full deployment is committed within the July 1 to December 31, 2026 term, with the per-site sequence set by the portal-ready assessment.

7.10.1 Stakeholder coordination and assessment readout

Before any Portal is delivered, Ready presents the portal-ready assessment results to the Oklahoma Broadband Office for review and approval. This readout is a formal gate in the schedule, not a courtesy update. For each library, Ready reports confirmed readiness, the specific electrical, structural, network, and fire-safety work required, the recommended Portal variant, and the proposed installation date. OBO approves the sequence, and only approved sites move to installation. Ready schedules work around each library's hours, coordinating with the independently operated library systems, typically two to three weeks ahead of each wave.

7.10.2 BOSS deployment, testing, and training

Ready stands up the BOSS environment for Oklahoma at contract execution, before the first Portal ships, so the platform is ready when units arrive. The workstream runs in parallel with physical deployment:

1. Environment setup (contract execution through week 3): provision the OBO-branded BOSS tenant, configure role-based access for State and library users, and integrate appointment booking with host library websites.
2. Per-Portal commissioning (at each installation): every Portal is registered in BOSS, connectivity and session functions are tested end to end, and the unit appears on the live dashboard before handover.
3. Acceptance testing (at each site): each Portal is verified against a documented checklist (video and audio, network isolation, medical devices, sanitization, HVAC, lighting), with results recorded in BOSS for the federal audit file.
4. Training (rolling, beginning August 2026): Ready trains OBO administrators on the dashboard and reporting, and library staff on day-to-day operation, using live sessions and the self-guided training built into BOSS.

7.10.3 Project management and regional delivery partners

Under the single point of contact described above, an Oklahoma-based field lead coordinates local trades and library scheduling for the project manager. Because Oklahoma's libraries span the state and qualified trades tend to serve a region, Ready uses a regional delivery-partner model: within each region Ready engages licensed Oklahoma electrical contractors, professional engineers for structural sign-off, low-voltage data installers, and fire-safety technicians, selected per site after the assessment. This keeps the work with local Oklahoma labor, creates local jobs, and ensures coverage for harder-to-reach areas including western Oklahoma. Ready owns the contract and the outcome; regional partners are qualified, supervised, and paid by Ready against the same standards statewide.

7.11 Project governance

Ready governs this program as a managed service with clear decision rights, so the State stays in control while Ready carries the execution. The table below sets who is accountable, who approves, and who is informed across the work.

Activity	Ready (accountable owner)	Oklahoma Broadband Office	Host library
Portal-ready site assessment	Performs and documents	Reviews the readout	Provides building access
Deployment sequence	Recommends a ranked plan	Approves the sequence	Informed

Activity	Ready (accountable owner)	Oklahoma Broadband Office	Host library
Infrastructure and installation	Performs and supervises all subcontractors	Informed	Schedules on-site access
Acceptance of each Portal	Tests and presents the checklist	Approves and accepts	Confirms readiness
Ongoing fleet management and support	Operates and dispatches through BOSS	Monitors via the dashboard	Restocks exterior supplies only
Change requests (count, configuration, site)	Assesses and documents	Approves	Informed
Federal compliance records	Maintains and retains for audit	Receives and may audit	Not applicable

ESCALATION AND REPORTING

The Ready project manager is the single escalation path for the State and for every library. Status is visible in real time through the BOSS dashboard, with a regular written status cadence agreed with OBO and quarterly fleet-health and utilization reviews. Every issue is logged, dispatched, and resolved by Ready, so the State always has one place to call.

CHANGE CONTROL

Site-count and configuration changes are absorbed within the firm fixed price. A site that cannot be made ready has its Portal reallocated to another ordered library at no change in price. Any change to scope is documented and approved through the decision rights above before work proceeds.

7.12 Medical device supply and installation

Ready supplies and installs one of each of the 22 devices listed in Exhibit 7 in all 175 Portals, itemized in Exhibit 2. Devices are housed in the Portal's integrated docking and storage so they are within reach during a session and secured between sessions. Two operational notes: the blood glucose items (Exhibit 7 numbers 19 and 20) are supplied with a sharps-handling protocol suited to a public, unattended setting, omitted only at the State's written direction; and devices that call for clinical oversight are configured for use under the remote provider's direction, with any supervision protocol coordinated with the State before go-live.

Capability	Response
Supply and install all 22 devices in all 175 pods	✓ **Yes** All devices itemized in Exhibit 2.

Exhibit 7 is designated non-mandatory (preferred) and affects scoring. Because Ready attests YES to Exhibit 5 Part C, all 22 items are provided and itemized in Exhibit 2, and each is confirmed below with manufacturer and model per 7.7.3.

#	Medical equipment item	Provided	Brand / model *Can be replaced with approved equivalent where applicable*	Notes
1	Blood pressure device (4 size cuffs)	✓ Yes	Welch Allyn Connex ProBP 3400 with cuff set	Clinical grade; AAMI/BHS A/A; USB to EHR.
2	Blood pressure monitor (adult)	✓ Yes	Omron Platinum BP5450 (upper-arm)	ISO 81060-2 validated.
3	Blood pressure monitor (wrist)	✓ Yes	Omron HEM-9200T Bluetooth wrist	ISO 81060-2 validated; pairs natively with TytoCare.
4	Oximeter (fingertip pulse)	✓ Yes	Nonin Onyx Vantage 9590	Clinical-grade fingertip SpO2.
5	Oximeter and body temperature (Bluetooth)	✓ Yes	Wellue/Viatom SpO2 and temperature combo	Combined SpO2 and body-temperature modality.
6	Thermometer (no touch)	✓ Yes	Braun BNT400 No-Touch and Forehead	Touch and no-touch modes.
7	Floor scale (digital display)	✓ Yes	Detecto DR400-750 with remote display and BMI	EMR-ready, 400 lb capacity.
8	Otoscope (ear canal examination)	✓ Yes	Welch Allyn Pocket Plus LED Otoscope set	Single-use specula; separate from the TytoCare otoscope.
9	Hand dynamometer, grip strength	✓ Yes	Jamar Plus+ Digital Hand Dynamometer	OT/PT standard, 5 grip positions, 0 to 200 lb.
10	Stroke rehab activity book	✓ Yes	Healing the Broken Brain (Dr. Mike Dow)	Stroke-clinician endorsed; 14 rehab domains.
11	Dexterity pegboard (stroke recovery)	✓ Yes	Rolyan/Jamar 9-Hole Peg Test (A8515)	NIH Toolbox reference instrument.
12	Stethoscope, non-electronic	✓ Yes	3M Littmann Classic III	Standard acoustic; satisfies the non-electronic line.
13	Electronic stethoscope	✓ Yes	Eko CORE 500 digital stethoscope	3-lead ECG, telehealth-integrated.
14	TytoCare complete medical exam kit	✓ Yes	TytoCare Medical Exam Kit	FDA-cleared; clinician SaaS licensing is a separate subscription.
15	First aid kit	✓ Yes	MFASCO ANSI/OSHA 2021 Class B cabinet	Class B standard; includes tourniquet.

#	Medical equipment item	Provided	Brand / model *Can be replaced with approved equivalent where applicable*	Notes
16	White noise machine	✓ Yes	Integrated Ready Portal white-noise system	Also satisfies the Part B mandatory white-noise feature.
17	Surge protector strip with 5 USB ports	✓ Yes	Tripp Lite / APC medical-grade USB strip	Also satisfies the Part B 5-USB feature; UL 60601-1.
18	Video bar with light and speaker	✓ Yes	Insta 360 2C Pro - 4K	4K video, noise cancellation; also satisfies Part C.
19	Blood glucose monitor (self-prick)	✓ Yes	OneTouch Verio Reflect (Bluetooth)	Sharps-gated or omitted at the State's election.
20	Blood glucose monitoring kit	✓ Yes	OneTouch lancing device, lancets, strips	Pairs with item 19; same sharps note.
21	End table with charging station	✓ Yes	Integrated end table with charging	Also satisfies the Part B end-table feature.
22	Baby Doppler (home use)	✓ Yes	Sonoline B Fetal Doppler (3 MHz)	OB-grade home use; single-use gel.

BIOHAZARD AND MEDICAL-WASTE HANDLING

Because the Portals operate in an unattended public setting, Ready provides a protocol for the rare spill or discarded sharp, beyond the automatic between-session sanitization that runs after every visit. When a biohazard is detected or reported, BOSS flags the Portal out of service, library staff cordon it and do not clean it, and Ready dispatches a pre-contracted, IICRC S540 certified remediation vendor on an emergency basis. The Portal returns to service only after documented clearance. The protocol is compliant with the OSHA bloodborne-pathogens standard, 29 CFR 1910.1030, and complements the sharps handling noted for the blood glucose devices above.

7.13 Costs not included in installed delivery price

All standard delivery, freight, and installation costs are included in the firm fixed installed delivery price, consistent with 74 O.S. Section 85.40. No travel or shipping charges are billed separately. Site-specific remediation that exceeds standard installation, for example a panel upgrade required by an existing library's panel condition, is identified during the portal-ready assessment and priced as shown in Exhibit 2. Any optional value-added items are presented separately in Section 9 and are not part of the base installed delivery price.

Appendix 1: Ready Portals for Oklahoma Slide Deck

Ready has prepared a supplemental slide deck, *Oklahoma Health and Workforce Portals*, which is attached to this section as a companion document to the written specifications response above. The slide deck contains photographic and rendered images of Ready Portal installations in public library settings, mockup configurations relevant to the Oklahoma deployment, screenshots of the BOSS fleet management platform and session interface, and additional product specifications and dimensional references for the PORT-01 and PORT-ADAvariants. Because the slide deck includes short embedded video clips demonstrating the Portal session flow, auto-sanitization cycle, and BOSS dashboard in operation, a static PDF attachment cannot fully convey its contents. The complete interactive version of the slide deck, including all video elements, is available at the link below. The State's evaluators are encouraged to review the linked version to observe the operational demonstrations that supplement the written specifications in this section.

Slide deck link:

[redacted]

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Exhibit 2
PROPOSED BUDGET

Bidder Name: Ready.net, Inc. Date: June 11, 2026

Bidder Contact: Michael Faloon Phone: (202) 627-6977

Cost not to exceed $14,511,000.00

Requested Dollar Amount: $14,109,386.00

Budget Line Item	Requested Dollars
Telehealth pod (Includes all medical equipment, HVAC systems, sanitization, device, and chairs). **Estimated Price**: $60,000	$5,529,011
Non-mandatory (Preferred) Equipment: Medical Equipment: Blood pressure device (4 size cuffs) Blood pressure monitor (adult) Blood pressure monitor (wrist) Oximeter (fingertip pulse) Oximeter & Body Temperature(Bluetooth) Thermometer (no touch) Floor scale (digital display) Otoscope (ear canal examination) Hand Dynamometer - Grip Strength (stroke recovery) Stroke rehab activity book Dexterity Pegboard (stroke recovery) Stethoscope (doctors, nurses, medical students) - NOT electronic Electronic stethoscope Tyto care Complete Medical Exam (more for home use) - otoscope, stethoscope, tongue depressor First Aid Kit White Noise Machine Surge Protector Strip with 5 USB ports Video Bar with Light & Built in Speaker Blood Glucose Monitor (self-prick) Blood Glucose Monitoring Kit (self-prick) End Table with Charging Station (storage) Baby Doppler (for home use)	$1,451,530
Electrical (Dedicated 20A Circuit) **Estimated Price**: $2,500 (High end for "snaking" wire through old walls/conduit.)	$813,737
Panel Capacity & Grounding; Panel Upgrades (Pro-rated) **Estimated Price:** $1,500 (Estimated cost to add-sub panels in libraries at capacity)	$329,893
Data and Connectivity: Data (Cat6 Ethernet Drop) **Estimated Price:** $600 (Includes labor for routing and termination)	$589,535
Structural/Floor Loading Assessment **Estimated Price**: $800	$376,330

(Professional engineer sign-off on floor loading)	
Fire Safety and Sprinklers Integration **Estimated Price:** $1,200 (Relay smoke detectors or strobe syncs for code)	$241,922
ADA compliance	$26,391
Labor: Physical Assembly/Unpacking **Estimated Price**: $2,500 (white-glove assembly of the pod itself)	$934,698
Delivery of pods	$439,858
Installation and servicing of pods	$251,347
Contractual (Program management, fleet management, per-pod hypercare, warranty reserve, subcontract supervision)	$3,125,134
Other	$0
Total	$14,109,386

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SECTION 9

Value-Added Products and Services

Per Attachment A Section 4.2 and Bidder Instructions Section 7.9

Ready.net, Inc. ('Ready') offers the following five value-added items, each bundled into the firm fixed price in Exhibit 2 at no additional cost to the State. Each item is a genuine addition that goes beyond what the solicitation requires. None of these items is offered as a substitute for any mandatory requirement addressed in Section 7 or Exhibit 5. The State is not obligated to activate any value-added item and may elect each independently after award.

1 ARC Automated Federal Compliance Reporting

Included at No Additional Cost

The solicitation requires that Ready deliver 175 Portals and operate them through December 31, 2026. It does not require Ready to generate the State's federal compliance reports. Ready does it anyway, because the Oklahoma Broadband Office is accountable to the U.S. Treasury for quarterly and annual reporting on this Capital Projects Fund award, and manual compilation of that reporting from 175 distributed sites is a substantial administrative burden. ARC eliminates that burden.

What ARC delivers for this program:

- Quarterly Project and Expenditure Reports pre-populated from live BOSS utilization data and formatted to Treasury CPF standards, with a streamlined OBO review and submit workflow. No manual compilation.
- Annual Performance Report generated from real session activity across all 175 Portals, structured to meet the CPF reporting requirement without OBO staff building it from scratch.
- Build America, Buy America (BABA) documentation per 2 CFR Part 184, generated by component for each Portal unit, formatted for the federal audit record.
- A full audit trail from purchase order through final acceptance for all 175 Portals, accessible to OMES, the Oklahoma Broadband Office, the U.S. Treasury, and authorized federal auditors on demand.

What this replaces	Manual compilation by OBO staff of quarterly CPF reports, annual performance reports, and BABA component documentation across 175 sites.
Activation	ARC is pre-configured for Oklahoma CPF reporting before contract kickoff and active from the date of first Portal acceptance.
Cost to State	Included in the firm fixed price in Exhibit 2. No additional cost.

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2 Portal Concierge, and Patron Booking Integration

Included at No Additional Cost

The solicitation requires Ready to install Portals and connect them to the network. It does not require Ready to drive patron utilization. A Portal that sits unused is infrastructure that has not delivered its public health mission. Ready builds the patron adoption layer into every deployment because the State's CPF performance metrics depend on sessions, not just installations. Ready offers complimentary site selection analysis for OBO prior to final library assignments, drawing on BOSS GAME data and broadband coverage maps to identify the Oklahoma libraries where Portal deployment will generate the highest CPF program impact.

What the utilization layer delivers:

- Simple appointment booking interface embedded in each host library's website. A resident can schedule a telehealth visit from the library's existing site without downloading an app or navigating to a separate portal. Ready integrates the booking flow into each of the 74 library sites at contract launch.
- The portal concierge guides a first-time patron through session start, device selection, and provider connection without requiring library staff assistance. The concierge runs locally on the Portal's edge compute stack and leaves no patient data at the Portal after the session.
- Walk-up QR code entry at each Portal, so a patron can start a visit immediately from a posted code without requiring library staff involvement.
- No-show and utilization analytics in BOSS, giving OBO an early read by site on which libraries are generating sessions and which may need a local awareness push. This data feeds directly into the CPF Annual Performance Report.

Why it matters	CPF performance reporting measures patron utilization. BOSS utilization data is the evidence behind that reporting. The booking and concierge layer is what fills the sessions.
Activation	Booking integration is configured at the BOSS tenant provisioning at contract execution. The portal concierge is active at each Portal from commissioning.
Cost to State	Included in the firm fixed price in Exhibit 2. No additional cost.

3 Ten Percent Fleet Reserve: 18 Additional Portals Held in Oklahoma

Included at No Additional Cost

The solicitation requires delivery and acceptance of exactly 175 Portals. It does not require Ready to hold additional Portals in reserve. Ready does so because a six-month statewide deployment across 74 independently operated library buildings, many in rural communities with aging infrastructure, will encounter unexpected site conditions. A reserve fleet means those conditions will not create a gap in the program.

Reserve fleet details:

- 18 fully configured Ready Portals, composed of both Ready Portal ADA and Ready Portal Pro models and identical in specification to the deployed fleet, stored at Ready's Oklahoma operating presence from the date of first installation through December 31, 2026.
- Each reserve unit is tracked in BOSS and available for deployment within 48 hours of a request from OBO or a library director, without a separate procurement action.

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- Reserve units serve as hot-swap replacements for any deployed unit requiring extended repair, as substitutes where a site proves incompatible with the primary Portal variant, and as additions where a library's demand warrants a second unit.
- If a confirmed library site cannot be made ready within the contract term, the reserved Portal can be directed to another ordered library at OBO's election, at no change in price.

Equivalent value	18 units at the per-unit contract equivalent, available throughout the deployment window.
Activation	Reserve fleet held at Ready's Oklahoma location from first installation date. Deployable by OBO election without additional contract amendment.
Cost to State	Included in the firm fixed price in Exhibit 2. No additional cost.

4 Five-Year Hardware Warranty Exceeding Contract Minimum

Included at No Additional Cost

The solicitation does not specify a minimum hardware warranty period. Ready provides a five-year limited hardware warranty on every Portal enclosure and its integrated hardware components, covering manufacturer defects and hardware failure under normal use conditions. This warranty horizon extends well beyond the July 1 to December 31, 2026 contract term and protects the State's infrastructure investment through the CPF program's performance horizon.

Warranty scope:

- Five years from each Portal's acceptance date, covering the enclosure, integrated HVAC, sanitization system, privacy glass, display hardware, AV components, sensor array, and edge compute stack.
- Hardware defects and component failures under normal operating conditions are covered. Ready dispatches replacement components or a replacement unit where repair is not feasible at the site within the warranty window.
- Warranty claims are opened through BOSS, which logs the issue, dispatches Ready support, and maintains the audit trail required by Attachment G for federally funded assets.
- Where a warranty repair or replacement occurs, Ready documents the event in the per-Portal project file, consistent with the federal asset management obligation under 2 CFR 200.313.

Contract minimum	The solicitation does not state a warranty minimum. This five-year term exceeds any implied standard.
Coverage period	Five years from each Portal's signed acceptance date, staggered by site.
Cost to State	Included in the firm fixed price in Exhibit 2. No additional cost.

5 Treasury 2 CFR 200.305 Drawdown Option Available Post-Award

Available at State's Election

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Ready's standard payment terms are net-45 after acceptance per Attachment B and 74 O.S. Section 85.44B, and Ready's Exhibit 2 pricing is submitted on that basis. As a value-added option available at the State's election after award, Ready can support a Treasury Capital Projects Fund drawdown structure under 2 CFR 200.305, in which the State draws CPF funds against documented obligations on a rolling cycle rather than solely at delivery acceptance.

How this option works:

- Under 2 CFR 200.305, a recipient may draw federal award funds as costs are incurred and obligated, rather than waiting for final delivery acceptance. For a $14.5M program with a compressed six-month window, this structure can accelerate manufacturing mobilization and material procurement.
- Ready's firm fixed price, delivery commitments, and all other contract terms remain unchanged. This option affects payment timing only and does not require a contract modification.
- Ready provides documentation of obligations, milestones, and costs incurred in the format required to support Treasury CPF drawdown requests, generated through ARC.
- All standard acceptance, performance, inspection, and clawback protections under Attachments A, B, and G remain fully in effect under either payment structure.
- OBO and OMES may activate this structure through the post-award kickoff process. No action in this bid is required to preserve the option.

Default payment terms	Net-45 after acceptance per Attachment B and 74 O.S. Section 85.44B. Ready's bid and pricing reflect this default.
Activation	Available at the State's election post-award. No contract amendment required.
Cost to State	No change to the firm fixed price in Exhibit 2. No additional cost.

Value-Added Summary

Value-Added Item	Status
VA-1 ARC Automated Federal Compliance Reporting	**Included. Active from first acceptance.**
VA-2 Patron Booking, and Utilization Analytics	**Included. Active from contract execution.**
VA-3 18-Unit Fleet Reserve Held in Oklahoma	**Included. Available from first installation through Dec 31, 2026.**
VA-4 Five-Year Hardware Warranty	**Included. Five years from each Portal's acceptance date.**
VA-5 Treasury 2 CFR 200.305 Drawdown Option	**Available at State's election post-award. No cost.**

All five items are offered within the scope of this acquisition per Attachment A Section 4.2 and Bidder Instructions Section 7.9. All pricing is included in the firm fixed price in Exhibit 2. The State of Oklahoma is not obligated to use any value-added product or service and may elect each item independently after award.

7.11 Section Eleven: Third Party Vendor Information
EXHIBIT 4: 3rd Party Supplier Information

Instructions -If a third-party vendor or subcontractor is included as part of a submitted Bid, the following information is required

Third-party vendor or subcontractor name:	3rd Party Company Summary	Relationship to Bidder	Clients for which the two entities have worked together	Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution
Name:	Zenbooth	Zenbooth is supporting Ready.net as a third-party supplier for this opportunity. Ready has evaluated Zenbooth's products and manufacturing capabilities, and Zenbooth would provide the base booths/pods as part of Ready's proposed deployment.	First joint deployment	Zenbooth will provide privacy booths and/or meeting pods for Ready's proposed deployment, along with coordination for production, shipping, and standard support related to the booths.
Name:				
Name:				
Name:				
Name:				

ATTACHMENT G

Oklahoma Office of Management & Enterprise Services

STATE OF OKLAHOMA FEDERAL FUNDING TERMS

This State of Oklahoma Federal Funding Terms is a contract document in connection with a contract awarded by and through the State of Oklahoma Office of Management and Enterprise Services, with a vendor, supplier or contractor ("supplier"). Supplier acknowledges that acquisitions under this contract may use federal assistance for purposes of funding the acquisition. When procuring property and services using federal financial assistance, the state must follow the same policies it uses for procurements from its nonfederal funds along with all other requirements of the 2 U.S.C. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the state and supplier ("parties") must agree to the standards identified in 2 CFR §§ 200.321-200.323 regulations and ensure purchase orders, contracts or subcontracts include clauses required by 2 CFR § 200.327.

The terms and conditions provided in this Attachment are general federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the federal financial assistance attached to this contract.

In addition to the terms contained in applicable contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

1 **AFFIRMATIVE STEPS FOR CONTRACTING**

1.1 Parties acknowledge that any nonfederal entity included in this contract must take affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. §§ 85.45-85.45i., those affirmative steps must include:

- **a.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- **b.** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- **c.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- **d.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- **e.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- **f.** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (e.) of this section.

2 **INFORMATION SUBMITTED.** Supplier acknowledges that all information, reports and other documents and data submitted to the state and its representatives in connection with this contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct and complete in all material respects.

3 **COMPETITIVE BIDDING.** All funds received by the supplier herein are subject to the Oklahoma Purchasing Act and the procurement standards found in 2 CFR §§ 200.321-200.323, and 2 CFR § 200.327. The supplier acknowledges and agrees that these funds were to the best of supplier's knowledge competitively bid or covered by an exemption as described therein.

4 **AUDITING AND MONITORING REQUIREMENTS**. Supplier acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR §§ 200.500-200.520; and therefore, the state is subject to audit by federal and state entities.

4.1 The supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the comptroller general of the United States or any of their authorized representatives access to any books, documents, papers and records of the supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this contract.

4.2 If applicable, the supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4.3 No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the comptroller general of the United States.

4.4 The supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5 **BUYING PREFERENCES.**

5.1 **Domestic preferences for procurements, 2 CFR § 200.322.** Supplier should, to the greatest extent practicable under the scope of this contract, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- **a.** "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- **b.** "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- **c.** Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.

5.2 **Buy America preferences for infrastructure projects, 2 CFR Part 184.** Applies to federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the federal award. Must be included in all subawards, contracts and purchase orders for the work performed or products supplied under the federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities and equipment that generate, transport and distribute energy including electric vehicle (EV) charging.

6 **STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.**

6.1 **Executive Order 11246, Equal Employment Opportunity,** as amended by EO 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by 41 CFR Part 60 regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work or modification thereof, which is paid for in whole or in part with funds obtained from the federal government, unless otherwise exempted.

Federally assisted construction contracts 41 CFR § 60-1.4(b). During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

c. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.2 **Title VI of the Civil Rights Act of 1964** (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibits discrimination based on race, color or national origin under programs or activities receiving federal financial assistance.

6.3 **Fair Housing Act, Title VIII of the Civil Rights Act of 1968** (42 U.S.C. §§ 3601 et seq.*),* which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.

6.4 **Section 504 of the Rehabilitation Act of 1973,** as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

6.5 **Age Discrimination Act of 1975,** as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations of 31 CFR Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance.

6.6 **Title II of the Americans with Disabilities Act of 1990,** as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6.7 **Protections for whistleblowers.** In accordance with 41 U.S.C. § 4712, the parties may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:

- **a.** A member of Congress or a representative of a committee of Congress.
- **b.** An inspector general.
- **c.** The Government Accountability Office.
- **d.** A Treasury employee responsible for contract or grant oversight or management.
- **e.** An authorized official of the Department of Justice or other law enforcement agency.
- **f.** A court or grand jury.
- **g.** A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

7 CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.

In addition to state procurement regulations, the following federal regulations apply.

7.1 Contracts and purchases in excess of $2,000. The following applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that supplier must comply with two sets of regulations:

- **a. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148)** as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). When applicable, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The nonfederal entity must report all suspected or reported violations to the federal awarding agency.
- **b. Copeland "Anti-Kickback" Act (40 U.S.C. § 3145),** as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonfederal entity must report all suspected or reported violations to the federal awarding agency.

7.2 Contracts and purchases in excess of $10,000

- **a. Recovered materials.** Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7.3 Contracts and subcontracts for $25,000 and above

- **a. Suspension and debarment.** Restricts awards, subawards, contracts and subcontracts with suppliers that are debarred, suspended or otherwise excluded or declared ineligible for participation in federal assistance programs and activities. This contract is a covered transaction for purposes of 2 CFR Part 180 and Part 3000. As such, the supplier is required to verify that none of supplier's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The supplier must comply with 2 CFR Part 180 Subpart C and 2 CFR Part 3000 Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the supplier did not comply with 2 CFR Part 180 Subpart C and 2 CFR Part 3000 Subpart C, in addition to remedies available to the state, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Contracts and purchases of $100,000 and above

a. **Contract Work Hours and Safety Standards Act,** 40 U.S.C. §§ 3701-3708. Applies to all contracts and subcontracts of more than $100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. *These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*

b. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Supplier certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. This supplier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in tum will forward the certification(s) to the awarding agency. (**Contractors must sign the attached certification.)**

7.5 Contracts and purchases of $150,000 and above

a. **Clean Air Act (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these acts. Supplier agrees to report each violation to the state entity that is party to this contract and understands and agrees that the state entity will, in tum, report each violation as required to assure notification to the appropriate Environmental Protection agency.

7.6 Contracts and purchases of $250,000 and above

a. **Remedies.** Contracts for more than the simplified acqms1t10n threshold, currently set at $250,000, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8 OTHER APPLICABLE LAWS

8.1 **Increasing seat belt use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

8.2 **Reducing text messaging while driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

8.3 **Publications.** Any publications produced with funds from a federal award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

8.4 **Rights to inventions made under a contract or agreement.** If the federal award meets the definition of funding agreement under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by the awarding agency.

- The term ***funding agreement*** means any contract, grant or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties or subcontract of any type entered into for the performance of experimental, developmental or research work under a funding agreement as defined in the first sentence of this paragraph.

8.5 **2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment**

a. Parties agree that no federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

- As described in Public Law 115-232, section 889, *Covered telecommunications equipment* is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. This prohibition does not prevent parties to this contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with federal funds.

c. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

8.6 **Termination for cause and convenience -** Provisions under Attachment B apply.

CERTIFICATION REGARDING LOBBYING

This form is required for purchases of $100,000 and above.

Required by 31 CFR Part 21

The undersigned certifies to the best of their knowledge and belief that:

I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) in accordance with its instructions.

III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards and contracts under grants, loans and cooperative agreements) and that all suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the supplier understands and agrees that the remedies found in 31 U.S. C. Subtitle III Chapter 38 applies to this certification and disclosure.

Name Michael Faloon	Title COO
Signature of supplier's authorized official Michael Faloon	Date 06/09/26