



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH FEDERAL SIGNAL CORPORATION

This State of Oklahoma Statewide Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Federal Signal Corporation (“Supplier”) and is effective as of the date of last signature.

Purpose

The State is awarding the Contract to Supplier for the provision of Outdoor Warning Systems Products and Services, as more particularly described in certain Contract Documents. Supplier submitted a proposal, which contained exceptions to the Solicitation and additional terms. This Contract Document 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 the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Oklahoma Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology terms, Attachment D;
 - 2.5. Portions of the Bid, Attachment E;
 - i. Negotiated Terms and Conditions, Attachment E-1;
 - ii. Negotiated Warranty, Attachment E-2; and
 - 2.6. Negotiated Exceptions to Contract, Attachment F.
3. The parties additionally agree:

- 3.1. except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.


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

4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

FEDERAL SIGNAL CORPORATION

By: Jerry Moore
Jerry Moore (Jul 19, 2020 20:21 CDT)

By: 

Name: D. Jerry Moore

Name: Brent Gambrel

Title: Chief Information Officer

Title: VP/GM Systems

Date: Jul 19, 2020

Date: 7-16-2020

ATTACHMENT A
SOLICITATION NO. 0900000438

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

The Office of Management and Enterprise Services (OMES), Information Services Division (ISD) is seeking responses from potential Suppliers to provide Outdoor Warning Systems Products and Services for State Agencies and Affiliates to purchase on an as-needed basis. Oklahoma has 77 counties and over 500 municipal government Affiliates that have intermittent project requirements for outdoor warning sirens with associated systems, parts and services. Many Oklahoma communities have existing systems in need of refurbishment, while others are looking for completely new systems. Some communities have differing system models within their domain. As a result, this Solicitation seeks to provide a solution for purchasing required systems, parts and services to keep the Oklahoma outdoor warning systems viable, ready and secure.

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services. As a result of this Solicitation OMES, Information Services Division (ISD), expects to receive and evaluate responses and select one or more qualified Suppliers with which to establish a contract(s) for Outdoor Warning Systems Products and Services that is available to all Oklahoma Purchasing Entities.

When a need is identified, the Purchasing Entity will provide a Supplier awarded a contract under this Solicitation with business requirements and technical specifications for their specific project.

Award of the Contract to a bidder is not a guarantee of being selected to provide products and services.

The Purchasing Entity will directly negotiate the terms of a Statement of Work with a Supplier when a project is needed.

If awarded a contract, the Supplier is responsible for keeping the State informed of personnel contact changes and is not responsible if the Supplier does not receive an invitation to bid on a Statement of Work.

If any of the products or services are coming to an end-of-life please provide an end date.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Specifications

2.1. Control Station – Explain how the system addresses each of the following:

- A.** Siren activation and method of activation including Dual-tone Multi-Frequency (DTMF), Frequency Shift Key and Two Tone.
- B.** Remote site status after testing or emergency activation.
- C.** Physical security of the controls.
- D.** Report and documentation.
- E.** User Interface.
- F.** Responsive design.
- G.** User friendly/browser based and intuitive portal.
- H.** Geographical identification tools.

2.2. Remote Stations – Explain how the system addresses each of the following:

- A.** Provide information relevant to the controllers available to activate the unit. Discuss the activation method(s) such as keypad, website, computers or automated solutions.
- B.** Programming the controller.
- C.** Discuss the capabilities of the controllers to perform diagnostics and transmit to the central control.

2.3. Hardware

- A.** Discuss the type of power the siren runs off of such as battery or commercial power.
- B.** Discuss the back-up power sources for the solution as in battery, solar, generator, etc.
- C.** Discuss what parts are not offered by the Supplier under this contract that are required to make the system functional (power, pole, etc.)
- D.** Discuss hybrid systems where different vendor sirens and/or different model numbers from the same Supplier.

2.4. Compliance

- A.** Discuss how the proposed parts and/or services meet or exceed all federal requirements specifically to address the CPG-1-17 guidance.

2.5. Installation and Implementation Plan

- A.** Briefly discuss and provide an example of a typical installation and implementation plan.
- B.** Discuss what steps are taken to ensure proper functioning of the system upon completion and hand-off for customer acceptance.

2.6. Training – Discuss and define the following:

- A.** Technical online knowledge base
- B.** Training documentation
- C.** Continuation training
- D.** Service manuals and installation documentation shall be provided to the customer.

2.7. Support

- A.** The Supplier shall provide support in order to troubleshoot system operation, assist with software system configurations, or software upgrades.
- B.** Indicate the response times provided for support
- C.** Provide Support hours of operation
- D.** Give location(s) of In-State call center staff
- E.** Discuss the steps taken for Change Management

2.8. Maintenance

- A.** Provide a list of everything included in the maintenance services you propose.
- B.** Provide a maintenance schedule to include batteries, controllers, etc.

2.9. Software Systems – Discuss how each of the following work in your proposed solution:

- A.** Platforms supported
- B.** Browser compatibility
- C.** Operating systems supported
- D.** Hardware recommendations
- E.** Remote access capabilities
- F.** Interfaces
- G.** Performance and monitoring capabilities
- H.** System availability

2.10. Administration – Discuss how each of the following work in your proposed solution:

- A.** User rights/role based administration and user management
- B.** Passwords
- C.** Audit
- D.** Authentication

2.11. Security – Discuss the processes and procedures regarding the following:

- A.** Disaster recovery
- B.** Back-up
- C.** Redundancy
- D.** Data security mechanisms (encryption at rest, encryption in motion, screen lock/timeout, etc.)

2.12. Integration

- A.** Discuss integration with radios and systems. What radios (communication pathways between the siren and home base) does the Supplier recommend?

2.13. Customer Responsibilities

- A.** Define what licenses, inspections or any other accommodations that would be the responsibility of the customer.

2.14. References

- A.** Provide three (3) references where your company has implemented a solution or provided products and services to a governmental entity. Describe what products or services were provided to each reference. References should include the governmental entity name, address, and contact name, email and phone number.

2.15. Documentation

Any bid should include, as applicable, Hosting Provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.

- A.** A SLA outlines the minimum service that a customer may expect for services, warranties and support. The SLA should include an example performance report and a matrix for service credits that relate to the Suppliers performance under the SLA.

- B.** Billing information outlines what information is provided in billing the entity and how it is delivered.
- C.** Documentation outlines how detailed documents of services that are provided to entities on an ongoing basis to include services by location and account information can be obtained.
- D.** Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative Operational Personnel levels.
- E.** Account Team and Support Provisions outline the Suppliers capabilities of providing world class support and account service.
- F.** Escalation Process outlines the predetermined levels of escalation in the event of an emergency.

2.16. Value Add

- A.** Suppliers are requested to provide any new services or value added services that could be made available which are in scope of this solicitation. If any of these products or services are coming to end of life, please provide the end date.
- B.** Hardware and software that is not designed to solely support the solution are not allowed.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

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

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

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

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

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

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

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

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

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

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

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

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

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://omes.ok.gov/sites/g/files/gmc316/f/isd_itas.pdf. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

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

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

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

5 Offshore Services

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

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

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

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work Made for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

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

16 Notices

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

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

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

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

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

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

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

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

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

b. 30 days after the effective date of termination, if the termination is for convenience; or

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

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

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

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

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

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

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

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

SECTION EIGHT: RESPONSE TO SOLICITATION

SPECIFICATIONS AND REQUIREMENTS

Attachment A

Attachment A and the following supporting documents are included at the end of this section.

- Sample Project Schedule
- Sample PM Agreement
- Sample Invoice
- Sample Training Material
- Sample Service Level Agreement
- Information Technology Security Certification and Accreditation Assessment

References

References are included in Section Twelve: Business References.

Manuals

Manuals and Data Sheets are located on our website. <https://www.fedsig.com/warning-mass-notification-systems> Federal Signal will provide the applicable manuals and data sheets to customers based on their order.

VPAT

Federal Signal's VPAT can be viewed and downloaded with the link below,
<https://federalsignal.box.com/s/v3vt3gm3v0yy9s82b1h1hfeh7rnzt33b>

Information Security Certification and Accreditation Assessment

Federal Signal's information technology Security Certification and Accreditation Assessment is located at the end of this section.

Service Level Agreement

Federal Signal has included a sample Service Level Agreement.

Statement of Work

A Statement of Work cannot be provided since this solicitation is not for a specific project. This solicitation is designed to be a contract vehicle to streamline the State's procurement process and reduce administrative costs. The intent of this solicitation is to award statewide contract(s) with catalog pricing for solutions that will be available to all procuring Agencies and Affiliates.

Sample Training Outline

Federal Signal utilizes detailed Microsoft PowerPoint presentations and product manuals for training sessions. It is our practice to develop specific system-related training that meets the needs of individual customers.

Admin Training

1. Typical Siren System Comms
2. Activation-Central Control Unit Overview
3. Typical UV Sirens
4. SFCDWARE-Commander Admin Training

Operator Training

1. Activation-Central Control Unit Overview
2. Typical UV Sirens
3. SFCDWARE-Commander Activation
4. SS2000+ Activation

Maintenance Training

1. Test Equipment
2. Communication Methods
3. SS2000+
4. UV Sirens-Technical
5. Ultra Voice Systems Checks

Federal Signal provides both electronic and hard copies of the materials which can be duplicated as necessary to train additional operators or future administrators. Actual hands on demonstration and

operation will serve to ensure that complete system understanding is achieved by all trainees. Sample training material is included in this section.



March 26, 2020

Ref : Attachment A Solicitation No. 0900000438
FSC Ref : Oklahoma Office of Management & Enterprise Services Outdoor Warning Systems Products and Services Compliance

Section	Paragraph Reference	Out of Box /Customizations	Comment
1.0	Contract Term and Renewal Options The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.		Federal Signal has read and understands this Section.
2.0	Specifications		
2.1	Control Station – Explain how the system addresses each of the following:		
2.1.1	A. Siren activation and method of activation including Dual-tone Multi-Frequency (DTMF), Frequency Shift Key and Two Tone.	Out of Box	Federal Signal control stations can send any one of the activation methods described in this section. These activation methods are selectable withing Federal Signal Command and Control Software
2.1.2	B. Remote site status after testing or emergency activation.	Out of Box	Federal Signal Commander and Control Software allows for full two-way functionality when controlling Federal Signal Two-Way Siren Controllers. Commander Software will provide status details on the following but not limited to: AC Power, Battery Power, Intrusion, Communication and Charger Fail Remote site status is reported after every system activation or can be programmed to provide status at certain time of days/ days of week.
2.1.3	C. Physical security of the controls.	Our of Box	Federal Signal Commander Software provides secure communications with 128 & AES 256 encryption and time-based encryption. Commander Software also provides Administrative and User password protections, allowing for Administrators to restrict users access to various portions of Commander Software
2.1.4	D. Report and documentation.	Out of Box	Reports are logged and time stamped. Reports are saved on local hard drive and can be printed or exported as CSV file at later date.
2.1.5	E. User Interface.	Out of Box	Federal Signal Commander Software provide Hot Key screen with 30 programmable buttons
2.1.6	F. Responsive design.	Out of Box	Federal Signal Commander Assist® is designed to take a complicated emergency situation and make it simple to manage. Commander Assist expands Federal Signal Commander On-Premise Siren Control and Messaging System to a customized scenario-based interface.
2.1.7	G. User friendly/browser based and intuitive portal.	Out of Box	When using optional CommanderOne, Commander Software functionality can be accessed thru an app or web based control stations.
2.1.8	H. Geographical identification tools.	Out of Box	CommanderOne allows for locations of sirens to be saved, activated and viewed via live GIS Map
2.2	Remote Stations – Explain how the system addresses each of the following:		
2.2.1	A. Provide information relevant to the controllers available to activate the unit. Discuss the activation method(s) such as keypad, website, computers or automated solutions.	Out of Box	Activation of Federal Signal siren controllers is achieved by following but not limited to: -Local pushbutton activation -System activation by depressing button on SS2000+ FSK Encoder -System Activation by selecting and acknowledging HotKey within Commander Control Software -Automatic system activation via specific date/time programmed into Commander Software, i.e monthly test -System activations via Federal Signal mobile app and/or web based control stations
2.2.2	B. Programming the controller.	Out of Box	Federal Signal siren controllers can be programmed locally utilizing Federal Signal Commander Software residing on a laptop OR siren controllers are programmed utilizing Federal Signal Commander Software from the central control stations.

Federal Signal Corporation, Integrated Systems Group, University Park, Illinois, USA 60484

TEL: +1 708 534 3400 ■ FAX: +1 708 534 4887
Website: www.fedsig.com

Section	Paragraph Reference	Out of Box /Customizations	Comment
2.2.3	C. Discuss the capabilities of the controllers to perform diagnostics and transmit to the central control.	Out of Box	Federal Signal Two-Way Siren Controllers will provide status details on the following but not limited to: AC Power, Battery Power, Intrusion, Communication, Charger Fail, Amplifier Fail and Current Sense Remote site status is reported after every system activation or can be programmed to provide status at certain time of days/ days of week.
2.3	Hardware		
2.3.1	A. Discuss the type of power the siren runs off of such as battery or commercial power.	Out of Box	Federal Signal siren controllers can run on 120 AC Only (Model 3 ONLY), 220/240 AC only, 220/240 VAC with battery back up OR 120 VAC, 220/240 VAC local power to run internal battery charger. When utilizing local power to run internal battery chargers, Federal Signal siren controllers will always run on battery power. The local commercial power intent is to run the internal charger. When utilizing 220/240 AC Only, no power back up is available from Federal Signal When utilizing 220/240 AC only with DC back-up, four (4) 97aH batteries are utilized to provide DC back up in case of power loss
2.3.2	B. Discuss the back-up power sources for the solution as in battery, solar, generator, etc.	Out of Box	Federal Signal siren controllers can be equipped with batteries to provide back up in case of loss of power, along with supplemental solar panels. Federal Signal can also design a Solar ONLY solution, eliminating the need for local power. Federal Signal does not supply generators for power back-up, but Federal Signal has clients that have supplied multi-purpose power disconnect switches allowing for the use of generator power.
2.3.3	C. Discuss what parts are not offered by the Supplier under this contract that are required to make the system functional (power, pole, etc.)	Customizations	Federal Signal typically would not include power to siren locations as local utilities would normally assist with this portion of the install. Federal Signal does offer turn-key installations thru trained providers. These services would allow Federal Signal to arrange for supply of wood, galvanized, composite or galvanized steel poles, along with bringing local power to siren locations. Please note: In order for installation quotes to be supplied as part of equipment quote; Federal Signal installation team would need to visit proposed installation sites. This will allow Federal Signal to determine requirements for power to siren locations. Federal Signal does not supply civil engineering services for municipalities requiring sirens to mount on building structures, concrete pier designs, etc.
2.3.4	D. Discuss hybrid systems where different vendor sirens and/or different model numbers from the same Supplier.	Customizations	Federal Signal has supplied various hybrid systems to clients where various makes/models of siren controllers and outdoor sirens manufactured by Federal Signal were supplied. These sirens typically are controlled via Federal Signal control software, but have the capability to decode Two-Tone, DTMF, EAS, etc.. When implementing hybrid solutions among various manufacture siren controllers, limitations to monitoring of the system might exist, but controllers could be activated via DTMF, Two Tone and EAS. The use of a specific manufacture FSK communication protocols would prevent hybrid systems from functioning properly as manufactures of siren equipment do not share proprietary communication protocols. Other limitations would be regarding tones/messages generated as all siren manufactures outdoor warning equipment does not sound the same. Hybrid solutions using various siren manufactures requires multiple sets of spare parts Please note Federal Signal has supplied control equipment that allows for Command and Control of another manufacture sirens. This allows users to have one Control Platform and receive full functionality of FSC Commander Software.

Section	Paragraph Reference	Out of Box /Customizations	Comment
2.4	Compliance	Out of Box	Federal Signal utilizes FEMA CPG-1-17 as a guide to plan for an outdoor warning system, but Federal Signal will utilize acoustic modelling software along with project specifications to develop a detailed solution.
2.5	Installation and Implementation Plan		
2.5.1	A. Briefly discuss and provide an example of a typical installation and implementation plan.	Out of Box	When Federal Signal is providing Turn-Key installation, Federal Signal project management team will develop installation and implementation plan for each project. Plan will include written scope of work along with project schedule. Sample installation and implementation plan included
2.5.2	B. Discuss what steps are taken to ensure proper functioning of the system upon completion and hand-off for customer acceptance.	Out of Box	
2.6	Training – Discuss and define the following:		
2.6.1	A. Technical online knowledge base	Out of Box	If customer not able to travel to factory for training, Federal Signal has performed training via webinar
2.6.2	B. Training documentation	Out of Box	Federal Signal training PowerPoints consists of Administration Training, Operator Training and maintenance Training.
2.6.3	C. Continuation training	Out of Box	Federal Signal provides continuation training thru their Federal Signal Training FSQA and FSQP programs.
2.6.4	D. Service manuals and installation documentation shall be provided to the customer.	Out of Box	s
2.7	Support		
2.7.1	A. The Supplier shall provide support in order to troubleshoot system operation, assist with software system configurations, or software upgrades.	Out of Box	Federal Signal technical support staff can be reached by calling 1-800-524-3021 or via e-mail. Staff is available from 8AM to 4:30PM CST, excluding weekends. E-mails are answered within 24 hours and phone calls within normal business hours are answered in the order they are received. On average wait times to reach technical support via phone are approximately 5 minutes, but varies depending on call volume. If permitted by client, Federal Signal can remote into system to provide support, but this service is quoted upon request.
2.7.2	B. Indicate the response times provided for support	Out of Box	Federal Signal technical support staff can be reached by calling 1-800-524-3021 or via e-mail. Staff is available from 8AM to 4:30PM CST, excluding weekends. E-mails are answered within 24 hours and phone calls within normal business hours are answered in the order they are received. On average wait times to reach technical support via phone are approximately 5 minutes, but varies depending on call volume. After hours support is available, via extended warranty/maintenance contracts. Extended contracts have varying level of response times depending on project scope.
2.7.3	C. Provide Support hours of operation	Out of Box	Federal Signal technical support staff can be reached by calling 1-800-524-3021 or via e-mail. Staff is available from 8AM to 4:30PM CST, excluding weekends. After hours support is available, via extended warranty/maintenance contracts.
2.7.4	D. Give location(s) of In-State call center staff	Out of Box	Federal Signal technical support staff is located in University Park, IL.
2.7.5	E. Discuss the steps taken for Change Management	Out of Box	Federal Signal is an ISO Certified company that follows specific policies and procedures to implement changes to its products.
2.8	Maintenance		
2.8.1	A. Provide a list of everything included in the maintenance services you propose.	Customizations	Federal Signal maintenance contracts are tailored for each customer, but Federal Signal has included a sample preventive maintenance plan.

Section	Paragraph Reference	Out of Box /Customizations	Comment
2.8.2	B. Provide a maintenance schedule to include batteries, controllers, etc.	Customizations	Federal Signal maintenance contracts are tailored for each customer, but Federal Signal has included a sample preventive maintenance plan.
2.9	Software Systems – Discuss how each of the following work in your proposed solution:		
2.9.1	A. Platforms supported	Out of Box	Federal Signal software has ability to run on several platforms
2.9.2	B. Browser compatibility	Out of Box	Internet Explorer, Chrome, Mozilla, Firefox
2.9.3	C. Operating systems supported	Out of Box	Windows OS
2.9.4	D. Hardware recommendations	Out of Box	Please refer to Commander Datasheets supplied for system requirements
2.9.5	E. Remote access capabilities	Out of Box	Commander Software allows for remote access via Teamviewer. Cloud based applications are available upon request
2.9.6	F. Interfaces	Out of Box	Commander Software allows for interfaces with 3 rd party companies via RestAPI
2.9.7	G. Performance and monitoring capabilities	Out of Box	Commander Software provided full two-way monitoring of all two-way Federal Signal siren control units
2.9.8	H. System availability	Out of Box	Commander Software has been available for purchase for 15 years and is backwards compatible with older Federal Signal control equipment.
2.10	Administration – Discuss how each of the following work in your proposed solution:		
2.10.1	A. User rights/role based administration and user management	Out of Box	Federal Signal Commander Software allows Administration and User rights, based on parameters set up in the software by the Administrator
2.10.2	B. Passwords	Out of Box	Passwords for use are set up as Administration and/or User
2.10.3	C. Audit	Out of Box	Federal Signal has its own internal audit team, that reviews aspects of software yearly
2.10.4	D. Authentication	Out of Box	Federal Signal premised based Commander Software authentication comes from the use of specific license keys and tokens
2.11	Security – Discuss the processes and procedures regarding the following:		
2.11.1	A. Disaster recovery	Customization	Federal Signal Commander Software is premised based, therefore disaster recovery would be responsibility of end user
2.11.2	B. Back-up	Customization	Federal Signal Commander Software is premised based, therefore back-up would be responsibility of end user
2.11.3	C. Redundancy	Customization	Redundancy would be achieved by the use of two(2) computers running Commander Software that has been mirrored from one machine to the other.
2.11.4	D. Data security mechanisms (encryption at rest, encryption in motion, screen lock/timeout, etc.)	Customization	It is not recommended to lock out screen as Commander Software is utilized for Command and Control of outdoor warning system. However, if screen lockout is required, this is achieved by the Administrator implementing passcode for users.
2.12	Integration A. Discuss integration with radios and systems. What radios (communication pathways between the siren and home base) does the Supplier recommend?	Out of Box	Federal Signal Commander Software uses secure communications with 128 & AES 256 encryption and time-based encryption Federal Signal has integrated with many radio suppliers such as but not limited to: Kenwood, Motorola, Harris, Sepura TETRA and Hytera TETRA.
2.13	Customer Responsibilities A. Define what licenses, inspections or any other accommodations that would be the responsibility of the customer.	Customization	Federal Signal system can reside on many types of radio systems, but customer is responsible for acquiring any and all FCC Licenses for use. Customer will also be responsible for radio infrastructure siren system will communicate into, etc..
2.14	References A. Provide three (3) references where your company has implemented a solution or provided products and services to a governmental entity. Describe what products or services were provided to each reference. References should include the governmental entity name, address, and contact name, email and phone number.	Out of Box	Please refer to Section 12 of submittal for list of references.

Section	Paragraph Reference	Out of Box /Customizations	Comment
2.15	Documentation Any bid should include, as applicable, Hosting Provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.	Customization	Please refer to Section 8 of submittal for sample SLA Document
2.15.1	A. A SLA outlines the minimum service that a customer may expect for services, warranties and support. The SLA should include an example performance report and a matrix for service credits that relate to the Suppliers performance under the SLA.	Customization	Federal Signal maintenance contracts are tailored for each customer, but Federal Signal has included a sample maintenance plan.
2.15.2	B. Billing information outlines what information is provided in billing the entity and how it is delivered.	Out of Box	A sample invoice is included as a part of this submittal.
2.15.3	C. Documentation outlines how detailed documents of services that are provided to entities on an ongoing basis to include services by location and account information can be obtained.	Out of Box	
2.15.4	D. Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative Operational Personnel levels.	Customization	Federal Signal training plans are tailored for each customer, but Federal Signal has included a sample training plan as part of submittal.
2.15.5	E. Account Team and Support Provisions outline the Suppliers capabilities of providing world class support and account service.	Out of Box	
2.15.6	F. Escalation Process outlines the predetermined levels of escalation in the event of an emergency.	Out of box	Federal Signal maintenance contracts are tailored for each customer. Each maintenance plan will have defined escalation process detailed.
2.16	Value Add		
2.16.1	A. Suppliers are requested to provide any new services or value added services that could be made available which are in scope of this solicitation. If any of these products or services are coming to end of life, please provide the end date.	Out of Box	Federal Signal has in its product line a Cloud based Commander One software that receives information from Accuweather, allowing for Polygon activations of sirens. This allows large county/city or state system to be activated via regions. This allows warning of public in areas effected, instead of warning areas not effected by weather.
2.16.2	B. Hardware and software that is not designed to solely support the solution are not allowed.	Out of box	

Standard Project Schedule.xlsx

Task Name	Duration	Start	Finish		Resource Names
Project Name	29 wks	7/15/2019	1/29/2020		
Initiating Phase	4 days	7/15/2019	7/19/2019		
Receive Customer PO	0 day	7/15/2019	7/15/2019		Customer
Assign Project	1 day	7/16/2019	7/16/2019	5,	FS Implementation Team
Obtain and Review All Project Documentation	3 days	7/17/2019	7/19/2019	5,	FS Legal,Sales,Implementation Team
Planning Phase	16 days	7/15/2019	8/5/2019		
Enter Order	1 day	7/16/2019	7/16/2019	5,	FS Customer Service
Review Order with Committee	3 day	7/17/2019	7/19/2019	9,	FS Cust. Svc.,Production,Engineering,Implementation Team
Produce Drawing Package to send to Customer for approval	5 days	7/22/2019	7/26/2019	10,	FS Engineering
Receive Signed approval from customer as notice to proceed	5 days	7/29/2019	8/2/2019	11,	Customer,FS Engineering
Release Order to Production	1 day	8/5/2019	8/5/2019	12,	FS Engineering,Customer Service
Manufacturing	8/6/2019	8/6/2019	10/28/2019		
Purchase Material via ERP system from order entry	9 days	8/6/2019	8/14/2019	12,	FS Purchasing
Manufacture / Assemble siren control & control point equipment	3 days	8/19/2019	8/21/2019	15,	FS Production
Production Test of siren control & control point equipment	2 days	8/22/2019	8/23/2019	15,	FS Production
Purchase arrival date for Batteries	3 wks	8/6/2019	9/16/2019	12,	FS Purchasing
Purchase arrival date for Omni antennas	3 wks	8/6/2019	8/27/2019	12,	FS Purchasing
Purchase arrival date for Heavy Galvanized Pier Mount Pole (currently 12 week delivery)	12 wks	8/5/2019	10/28/2019	12,	FS Purchasing
Acceptance Testing	18 days	8/5/2019	8/28/2019		
Determine FAT date	5 days	8/5/2019	8/9/2019	15,	FS PM, Customer
Internal Acceptance Test - produce pre-FAT document and send o customer for review	1 day	8/12/2019	8/21/2019	16,	FS Engineering
Conduct FAT test with customer	2 days	8/21/2019	8/28/2019	21,22	Customer, FS Engineering
Acquire Customer Sign off on FAT document	2 days	8/28/2019	8/28/2019	23,	Customer, FS Engineering
Equipment Packaging	1 day	8/29/2019	8/29/2019		
All factory equipment will be crated/packaged for shipment based on equipment and transportation mode	1 day	8/29/2019	8/29/2019	24,	FS Production
Equipment Delivery	8 days	8/5/2019	8/14/2019		
Prepare lay down area for equipment to be delivered to - provide address, contact name/number to FS	5 days	8/5/2019	8/9/2019		Customer
Coordinate delivery of equipment from factory to lay down area (computer equipment must be stored indoors)	2 days	8/29/2019	8/30/2019		FS
Delivery of factory equipment via Domestic LTL or International Shipment (Ocean / Air)	5 days	8/30/2019	9/6/2019	28,29	
Coordinate delivery of batteries from FS Vendor to lay down area (drop shipment)	3 days	8/12/2019	8/14/2019	28,	FS Vendor , FS
Coordinate delivery of antenna(s) from FS Vendor to lay down area (drop shipment)	3 days	8/12/2019	8/14/2019	28,	FS Vendor, FS
Coordinate delivery of pole(s) from FS Vendor to lay down area (Vendor will contact Customer Contact directly)	3 days	10/28/2019	10/30/2019	28,	FS Vendor, Customer
Installation- handled by the customer	4 wks	8/19/2019	10/10/2019		
Install all equipment	4 wks	11/4/2019	11/29/2019	17,18,19,30	Customer
Coordinate local Power Company to bring power to the pole	3 wks	12/2/2019	12/20/2019	35,	Customer
Commissioning of Control & Siren equipment	3 wks	1/8/2020	1/29/2020		
Contact Federal Signal and schedule Commissioning of Equipment	3 days	1/8/2020	1/10/2020	37,	Customer

PM SCOPE OF WORK

1 Introduction

1.1 Overview

In order to minimize the possibility siren failure, annual inspection and maintenance is recommended. The following Federal Signal Corporation statement of work is to cover the Preventive Maintenance service agreement for CUSTOMER NAME (Contractor). Federal Signal (Contractor) will provide three (3) years of annual Preventive Maintenance, outlined in Section 5 Preventive Maintenance Inspection for the term of the contract. A Federal Signal factory-trained commissioning engineer or service partner of Federal Signal will provide the Preventive Maintenance service for the system.

Any additional repairs, not covered by this agreement, must be requested by the Customer in advance of this work being completed. Prior to undertaking any additional work, Contractor will submit a price quote to the Customer, who will need to submit a purchase order to the Contractor for any additional work not covered as part of the Preventive Maintenance agreement. All parts and labor will be billable to and payable by the Customer.

1.2 References and Contact Information

Customer: CUSTOMER
ADDRESS
ADDRESS
CUSTOMER CONTACT
PHONE NUMBER

Contractor: Federal Signal Corporation
CONTRACTOR CONTACT, CONTRACTOR TITLE
PHONE NUMBER

Sub-Contractor: IF APPLICABLE INCLUDE

2 Equipment Covered

The equipment to be covered by this agreement will include the following:

- <Equipment>
- <Equipment>

3 Coverage Period

Preventive Maintenance for CUSTOMER is for a period of 36 months from receipt of Purchase Order.

4 Coordination

Federal Signal will coordinate the scheduling of the annual Preventive Maintenance inspection visit with Customer.

5 Preventive Maintenance Inspection

Preventive Maintenance Inspection consists of the following:

- Customer meeting to review service logs and overall performance of the system.
- Federal Signal conducts preventive maintenance and completes a detailed report with recommendations and requirements.

The following are examples of tests and verifications (contract specific):

- Equipment Visual Inspection
- Connection Inspection
- Electrical Input/Output Check
- Diagnostic Testing
- Calibration
- Functional Test
- Internal Sensor Operation
- Software License Verification
- Firmware Verification

5.1 Equipment Visual Inspection

The following items are inspected:

- All applicable equipment, cabinets, housing, and coated surfaces are visually inspected for evidence of corrosion, obvious damage, defects, makeshift repairs, or modifications.
- Missing external covers and guards.
- Discoloration which may indicate exposure to excessive heat, moisture, or chemicals.
- Mounting devices, conduits, and weather seals.
- Control cabinet desiccant bag, Z-Rust, debris, emergency shutoff switch, and cabinet lock. This visual inspection is done using equipment schedule/SOW supplied as part of the preventive maintenance contract.

5.2 Connection Inspection

The following is inspected:

- Condition of the operating controls (for example, buttons, switches, and dials) is checked, secured, aligned, and labeled.
- All hardware is properly tightened.
- Grounding systems and junctions.
- Optical and electrical cables, wires, connections, and junctions.

5.3 Electrical Input/Output Check

The following electrical input/output is checked or verified:

- The incoming power to the controller is measured to verify proper voltage and current availability.
- AC surge protection.
- Clean debris and dust from air vent holes.

5.4 Diagnostic Testing

Diagnostic testing using internal means or external testing equipment is done for units that have diagnostic information available.

5.5 Calibration

Calibration (where applicable) of Federal Signal products is done by an authorized Federal Signal Technician or Service Provider using proper tools and instrumentation specifically chosen for each product.

5.6 Functional Test

Functional testing, where feasible, is completed during the Preventive Maintenance Inspection. This includes mechanical, electrical, electronic, software, network, and connectivity testing, where applicable. **Customer is responsible for obtaining any required approvals to activate the sirens in advance of planned Preventive Maintenance work.**

5.7 Internal Sensor Operation

Inspect intrusion sensors and current sensors.

5.8 Software License Verification

Software licenses are verified to check for upcoming expiration dates. The customer is made aware of upcoming expiring software licenses, so they may be renewed in a timely manner to avoid any disruption of service.

5.9 Firmware Verification

Versions of installed firmware is noted and compared to current versions available. If updates are required, they are performed.

6 Preventive Maintenance Check List

The attached Preventive Maintenance Check List Form will be utilized during the inspection process and the completed forms will be submitted to the Customer, along with a summary trip report, at the completion of the Preventive Maintenance inspections.

PM Check List-UV

Detailed instruction sheet to complete this form is available at <http://www.federalwarningsystems.com/customer-care/>

Project Information

1. Customer Name:	2. FS Order #:
3. Company:	4. Tech:
5. Contact #:	

Siren Information

6. Siren Controller Type:	7. Site #:	8. S/N:	9. Siren Head Type:
10. GPS Lat:	11. GPS Long:	12. Address:	
13. AC Voltage: VAC	14. Charger 1: VDC	15. Charger 2: VDC	16. Radio: VDC
17. Antenna secure: <input type="checkbox"/> Yes <input type="checkbox"/> No		18. VSWR: <input type="checkbox"/> NA	

Batteries

19. Battery Model:	20. Manufacturer: (Refer to manual for approved type)		
21. Battery Age: <input type="checkbox"/> Unknown	22. Battery Corrosion Protection: <input type="checkbox"/> Yes <input type="checkbox"/> No		
23. Battery 1: VDC	24. Battery 2: VDC	25. Battery 3: VDC	26. Battery 4: VDC
27. Charger Fuse 12 <input type="checkbox"/> Pass <input type="checkbox"/> Fail		28. Charger Fuse 24 <input type="checkbox"/> Pass <input type="checkbox"/> Fail	
29. Total Battery: VDC		30. Batteries Load Tested: <input type="checkbox"/> Yes <input type="checkbox"/> No VDC	

Speaker Impedance >4.0 Ohm

If more than 8 amps, use identical 2nd form

31. Amp 1: Ohms	Typically 4.7 Ohms
32. Amp 2: Ohms	for a MOD
33. Amp 3: Ohms	
34. Amp 4: Ohms	Typically 9.4 Ohms
35. Amp 5: Ohms	for a DSA-2
36. Amp 6: Ohms	
37. Amp 7: Ohms	Reference applicable wiring
38. Amp 8: Ohms	diagrams for siren head.

Amplifier RMS VAC

Speakers Disconnected

39. Amp 1: VAC
40. Amp 2: VAC
41. Amp 3: VAC
42. Amp 4: VAC
43. Amp 5: VAC
44. Amp 6: VAC
45. Amp 7: VAC
46. Amp 8: VAC

Amplifier RMS VAC

Speakers Connected

47. Amp 1: VAC
48. Amp 2: VAC
49. Amp 3: VAC
50. Amp 4: VAC
51. Amp 5: VAC
52. Amp 6: VAC
53. Amp 7: VAC
54. Amp 8: VAC

55. Audibly Sounded Siren: <input type="checkbox"/> Yes <input type="checkbox"/> No	(If no, document reason in notes section below, and check fuses.)
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56. Cabinet Interior Moisture: <input type="checkbox"/> Yes <input type="checkbox"/> No	57. Cabinet Interior Clean: <input type="checkbox"/> Yes <input type="checkbox"/> No
58. Conduit Sealed With RTV: <input type="checkbox"/> Yes <input type="checkbox"/> No	59. Cable/Wire Integrity: <input type="checkbox"/> Yes <input type="checkbox"/> No
60. Pole issue: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	61. Lightning damage: <input type="checkbox"/> Yes <input type="checkbox"/> No
62. Antenna Integrity: <input type="checkbox"/> Yes <input type="checkbox"/> No	63. Grounding Impedance:
64. DV Message Tested: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	65. Rotates: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
66. Calibrated Amplifiers: <input type="checkbox"/> Yes <input type="checkbox"/> No	67. AC, Battery And Radio On: <input type="checkbox"/> Yes <input type="checkbox"/> No
68. Communicates: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	69. Replaced Desiccant In Ctrl Cab: <input type="checkbox"/> Yes <input type="checkbox"/> No

70. Tested By:	71. Inspection Date:
----------------	----------------------

Notes:

72. Notes:

73. When complete email to fwsinstaller@federalsignal.com or fax to 708-534-4874. Technical Support (800) 524-3021

7 Trip Report

Contractor will submit a completed trip report within 3 business days after completion of yearly Preventive Maintenance conducted on the siren system. For any issues not covered under the PM Agreement, the Contractor shall submit a report detailing the unresolved issue(s), what is required to resolve the issue(s), and timeframe to complete the work in order to return the system to a fully functioning condition. Contractor will provide Customer with a copy of all trip reports within 3 business days of dispatch work completion. Labor incurred and materials needed, as a result of a service dispatch for work not covered, will be billable to and payable by Customer.

7.1 Trip Report Details

- Siren and components that were serviced at each site (i.e. model #, Part #, serial #)
- Name of Contractor employee performing field service work
- Date of original PM request date
- Date of the actual PM Visit
- A brief synopsis of the trip
- Working status of each site for which dispatched
- Follow-up actions and recommendations, if needed

8 Services Not Included

8.1 Acts of vandalism

In these cases, the Sub-Contractor will first contact the Customer to relate effects of vandalism at a RTU. If Customer elects to have Sub-Contractor take measures to correct a vandalized siren or equipment, the approval must be made to both the Sub-Contractor and Contractor, via email, prior to any work being done. Any labor and materials needed to correct vandalized equipment will be billable to and payable by Customer.

8.2 Force Majeure

Damage to any speaker head, control cabinet or other part of a site's installation that is the result of an act of God or from causes beyond Contractor's control (lightning strike, pole struck by vehicle, etc.) will not be covered by this preventive maintenance agreement.

8.3 Field Cabling

All field cabling provided by electrical contractors as part of the initial installation will not be covered by the preventive maintenance agreement.

8.4 Radio Equipment

An active part of your Warning System is the radio equipment. The computer, SFCDWARE software, encoder and radios work as a system to allow for communication between the activation point and the individual RTU sites. As a policy, Federal Signal does not perform service work on radio equipment that we have not provided and installed as part of our installation contract. Additionally, when our encoder is interfaced to existing customer radio equipment, such as a command console, or dispatch center, we will not provide service on that equipment. Included as part of this service agreement will be the radios we provided as part of the local controllers, its antenna and associated antenna cable, and any base station equipment that Federal Signal provided as part of the original installation.

Federal Signal will coordinate the service call with the customer, requesting that the customer provide local radio shop personnel to service or modify any radio equipment not covered in this contract.

9 Maintenance Outside of the PM Scope of Work

If requested, Federal Signal will quote Customer for system maintenance outside of the scope of Preventive Maintenance

10 Customer Furnished Property/Services

10.1 Access

The Contractor will provide, in advance, a well-coordinated schedule to the Customer for the subcontractor to access all sites and buildings necessary to complete all required work. Any Customer keys issued to the subcontractor shall be returned to the Customer upon completion of the Contract.

10.2 Permits

The Customer will be responsible for any and all required licenses, permits and associated fees needed for Sub-Contractor to perform any repair work. The Customer shall obtain all required licenses and permits for performance of work, in compliance with all applicable federal, state and local laws.

11 Software and Hardware Warranty

As equipment ages, product may degrade or fail. Federal Signal provides a standard warranty (typical 1 year) where equipment can be returned to the factory for repair. Federal Signal recommends a “spares” stock for immediate replacement, but in some cases this may not be feasible. Please refer to the attached **Limited Warranty Terms and Conditions document**.

12 Technical Support

Federal Signal Corporation will provide troubleshooting and support via our Technical Support Hotline for the equipment installed. A support representative will answer or return a call within 24 hours of a message being left.

Resource	Source	Hours of Operation
Technical Support Website	www.fedsig.com	24/7/365
Technical Support Email	techsupport@fedsig.com	24/7/365
Technical Support Hotline	800-524-3021	8AM to 4:30PM (M–F)
Customer Support Hotline	800-548-7229	8AM to 4:30PM (M–F)
Customer Support Email	customersupport@fedsig.com	24/7/365

Note: Additional support services can be quoted for an additional cost, as required.

13 Pricing

This agreement by and between Federal Signal Corporation (Contractor) and CUSTOMER NAME (Customer) provides for the following pricing for preventive maintenance of the Customer system. The contractor will invoice for the field preventive maintenance annually after the work is complete. Contractor payment terms are Net-30 days from date of invoice to Customer. Reference Quote SSGQXXXX for pricing.

By signing below, the following customer representative, on behalf of the customer, accepts Federal Signal's proposed Statement of Work.

Customer Signature:

Please Print Name:

Please Print Title:

Date:



Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484 USA

Public Safety Systems
Phone: 800-264-3578
Email: policefireorders@fedsig.com

INVOICE

Invoice Number :	6671818
Invoice Date / Page No :	9/5/2017 1 of 1
Order Number :	3569235 SO

WIRE PAYMENT: Federal Signal Corporation C/O Wells Fargo Bank N.A. 230 W. Monroe St. Ste 2900 Chicago, IL 60606 SWIFT: WFBUS6S Routing #: 121000248 Account #: 4122213390	OVERNIGHT PAYMENT: Federal Signal Corporation 350 N. Orleans St., Fl 8 Suite 3257 Chicago, IL 60654-1529	MAIL PAYMENT: Federal Signal Corporation 75 Remittance Dr, Suite 3257 Chicago, IL 60675-3257
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SOLD TO : 42009999

GREEN MANGO ORCHARD
2645 FEDERAL SIGNAL DR
UNIVERSITY PARK IL 60484-3167
United States

SHIP TO : 42009999

GREEN MANGO ORCHARD
2645 FEDERAL SIGNAL DR
UNIVERSITY PARK IL 60484-3167
United States

Be Alert: If you are requested to modify any payment instructions,
please do not act on the request. Contact the Credit Department
at Federal Signal Corporation via a known/verified phone number.

Bill To		Customer PO		Freight/Inco Terms		Ship Via	
42009999		TEST DB		PREPAID AND ADD		CUSTOMER PICKUP	
Payment Terms				Ship Date	Shipper		Rep / Region
NET 30				9/5/2017	FOB - Origin		STREBOR-IL, WI
Line No	Quantity			Item No.	Description	Unit Price	Total Amount
	Ordered	BO	Shipped				
1.000	1		1	WB	BOX,WEATHERPROOF,GRAY	1.00	1.00
2.000	1		1	FREIGHTSSG	SHIPPING & HANDLING SHIPPING & HANDLING	0.00	
3.000	1		1		WILL CALL		

*** TEST DOCUMENT ***

FROM JDE 9.2 63DAPPCRT01 PY

Local Computer: 63DAPPCRT01

*** DO NOT DISTRIBUTE ***

Applicant agrees to pay service charges of 1 1/2% interest per month on any invoice amount past due until paid, both before and after judgment, and further agrees to pay all costs incurred in collection of past due amounts, including reasonable attorney's fees in the event this account is placed for collection, whether suit is filed thereon or not.

SEND PAYMENT DETAILS TO : fscar@federalsignal.com

SUB-TOTAL :	1.00
TAXES :	0.08
INVOICE TOTAL :	1.08

CURRENCY : USD

Activation:
Central Control Unit

Overview

SFCDWARE Commander



SS2000+

Commander

What is it?

- Commander (also known as SFCDWARE) is a graphical user interface used to activate sirens and monitor siren status.



Commander Software

- Full 2-Way Status Monitoring Software
- Easy to use Interface
- Utilizes local, RF, Landline and IP connections to devices



Commander Software

Why do we use it?

- It provides a visual representation of the whole system's status.
- It reports faults back to the base station so that corrective actions can be made.



Commander Software

How do we use it?

- Activations are pre-programmed into hotkeys to facilitate fast and easy alerting in the case of an emergency.



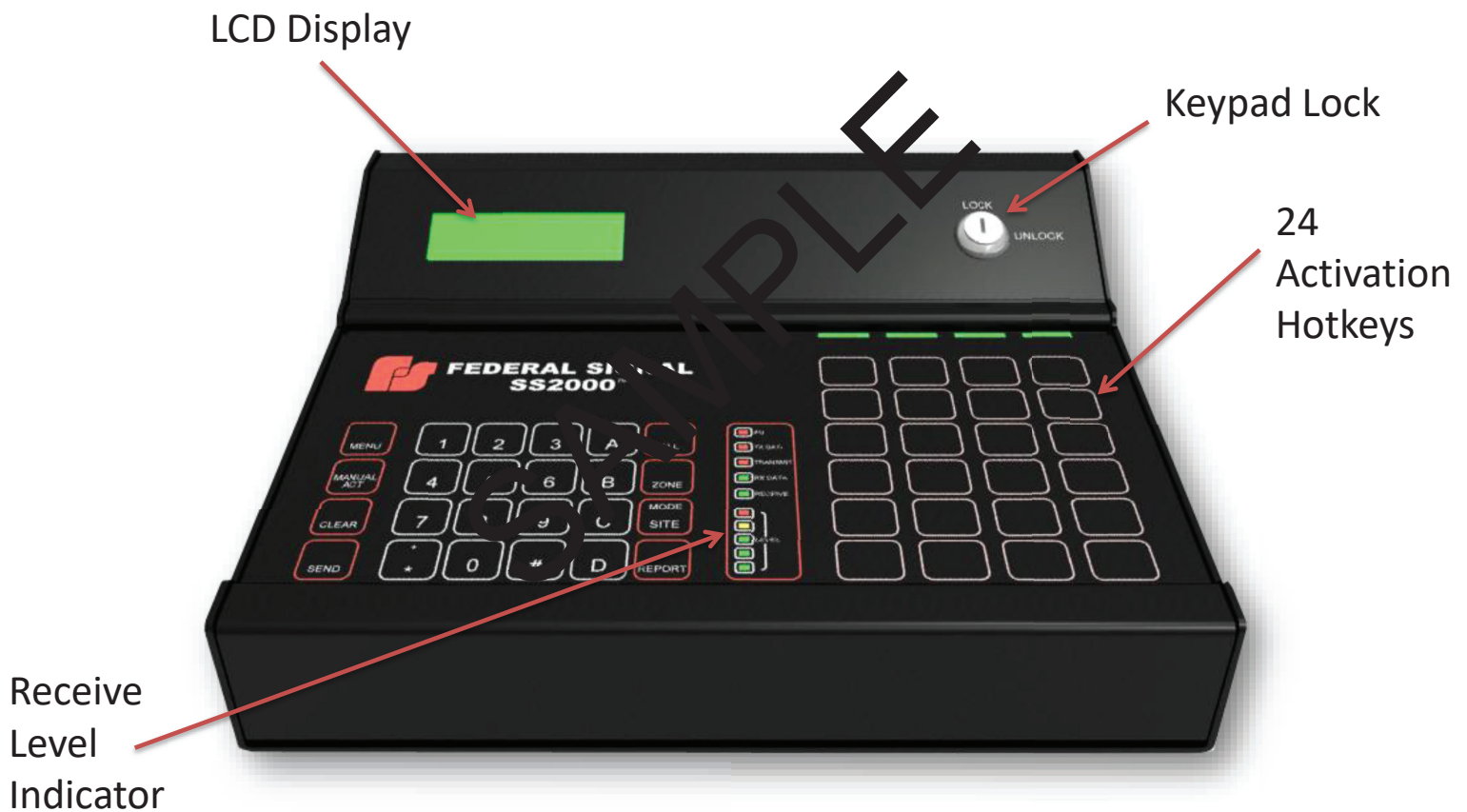
SS2000+ Encoder

Features:

- Federal Signal's most advanced stand-alone control unit
- Complete Activation Point
- Provides full redundancy when PC is offline
- Can be activated by external mushroom buttons



SS2000+ Encoder



SS2000+ Encoder



- Stream Wave Files from PC for Encodes or Voice Messages

SS2000+ Encoder

- External Mic Inputs
- Monitor Speaker to Monitor Incoming and Outgoing Traffic audio



Get In Touch

Federal Signal is a leader in safety and security solutions for communities and facilities around the world. Our solutions center around four key elements: partnership, technology, scalability and reliability.

Visit our website:

 www.fedsig.com

Contact Us:

Address:

2645 Federal Signal Drive
University Park, IL 60484

Customer Support and Orders:

800-548-7229 or
808-534-3400 x4786 or x4795
ordersup@federalsignal.com

Post-Sales Technical Support:

800-524-3021 select option 3
techsupport@fedsig.com

Sample System Two (2) Year Maintenance Agreement Statement of Work

In order to minimize the possibility of a system failure, a yearly extended warranty maintenance agreement is recommended. Federal Signal will provide a two (2) year maintenance agreement and field service coverage for the Sample System as outlined in the statement of work from confirmed receipt of payment for invoice submitted to Customer.

Federal Signal factory-trained commissioning engineer or service partner of Federal Signal will perform the service work for the system.

Any additional repairs, not covered by this agreement, must be requested by the Customer in advance of this work being completed. Prior to undertaking any additional work, Contractor will submit a quote to the Customer, who will need to submit a purchase order to the Contractor for any additional work not covered as part of the agreement. All parts and labor for the additional work will be billable to and payable by the Customer. **(Refer to Section 1.9 and 1.10 of this document for day rates, if applicable)**

In addition, the hardware associated with this system is covered by a limited warranty which covers the repair and/or replacement of the supplied product within the initial warranty period (See attached).

1.1. References: Customer: Sample Customer

Contractor: Federal Signal Corporation

Sub-Contractor: N/A

1.1.1. Personnel: As of this writing, below are the personnel contacts:

Customer: Sample Customer

Contractor: Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484
Contact Name, Manager Technical Services
708-544-3400

Sub-Contractor: N/A

1.2. Work Site:

Work shall be performed at the specific location(s) defined as part of the Sample System the maintenance agreement is purchased for. Defined locations and supplied equipment are known; therefore they will not be listed in this document.

1.3. Field Service Coverage Periods:

- Two (2) year Maintenance Agreement with Field Service for Sample System from confirmed receipt of payment for invoice submitted to Customer.
- Coverage shall include all field labor, parts, telephone support and shipping costs on the equipment supplied by Federal Signal as part of the Sample System Project. If any part is found inoperable or faulty; part will be repaired / replaced according to agreed upon warranty service agreement contract.
- By agreement with Sample Customer IT, all switching equipment (e.g., Cisco 3850), whether provided by Federal Signal or not, is NOT included as part of this warranty.

1.4. Equipment Covered:

The equipment to be covered by this agreement will include the following, but not limited to:

- Central Control Stations with Commander Software
- I-IP100 Informers, I-IPW Wall Informers, Message Boards, Control Points and the associated Public Address(PA) equipment

1.5. Coordination:

- Warranty service agreement for project consists of break fix support for two (2) years from confirmed receipt of payment for invoice submitted to Customer. Coverage shall include all field labor, parts, telephone support and shipping costs.
- Federal Signal will coordinate the scheduling of the requested service visits with Sample Customer. **refer to service flowchart included with this document.**

1.6. Preventive Maintenance Inspection:

Preventive Maintenance Inspection **NOT** included as part of maintenance agreement

1.7. 24/7 Remote Technical Support:

- 24/7 remote telephone support is included with this proposal and is not limited during the period of this maintenance service agreement.
- During normal business hours between of 8:00AM to 4:30PM CST, Monday-Friday, the customer is encouraged to call Federal Signal Technical Support (800-524-3021) for assistance with system issues.

1.8. Service Call Out and Dispatch Process:

- Contractor commits to responding to **critical system failures** within 72 hours of the first business day following customer notification. A critical system failure is defined as one that results in the complete inoperability of 15% or more of the individual Remote Terminal Units (RTUs). Non-critical issues will be addressed within 7 calendar days.
- Contractor will provide on-site service for a **critical system activation failure** within 72 hours of the first business day following customer notification. A critical system activation failure is defined as one that results in the complete inoperability of all activation points. If a single activation point fails, it is considered non-critical and will be addressed within 7 calendar days.
- Contractor will provide trouble-shooting, repair and/or replacement of defective parts that are under warranty as part of this agreement. All parts not supplied by Federal Signal will be not covered under this proposal, unless otherwise specified in section 1.4 of this document.
- When a system issue occurs that needs to be addressed, Customer can call Federal Signal and/or Federal Signal shall receive automated system alarm to notify it of the issue. **(Refer to service flowchart included within this document)** Federal Signal will then work with the Customer to troubleshoot the system. If the failure(s) cannot be resolved via telephone, Federal Signal will coordinate site visit to correct the failure(s). The Customer is encouraged to call the Federal Signal Technical Support Hotline (800-524-3021) for assistance with any system issues.
- By agreement with Sample Customer IT, all switching equipment (e.g., Cisco 3850), whether provided by Federal Signal or not, is NOT included as part of this warranty.
- Any equipment supplied by Sample Customer as part of duress and alerting system (e.g. racks, patch panel), will not be included as part of this extended warranty agreement.

1.9. Standard Service Call Out/Travel Day Rates:

- Standard Service Call Outs/Travel Days are included with this proposal and are not limited during the period of this warranty service agreement.
- Federal Signal current day rates are (\$XX.00) per day, excluding actual expenses.
- Any requested work not covered by this agreement will be charged per Federal Signal day rates. Federal Signal will charge for actual days on site, plus to/from travel, plus actual expenses plus 10%.

1.10. Emergency Service Call Out(After Hours(OT)), Weekends and Holiday):

- Emergency Service Call Outs/Travel Days for system supplied is **NOT** included within the supplied warranty service agreement and will be charged per Federal Signal day rates listed in **Section 1.9 and 1.10.**

Note: If service call outs are requested during time/days not covered by this agreement, the service days will be charged per day rates listed below

- Federal Signal current After Hours (OT)/Saturday day rates are (\$XX.00) per day, excluding actual expenses.
- Federal Signal current Sunday and Holiday day rates are (\$XX.00) per day, excluding actual expenses

1.11. Work Not Covered:

Any of the following examples will be considered outside the scope of the maintenance agreement:

- If Federal Signal is dispatched and no system issues can be found or identified at an RTU or activation point. This will result in Customer being invoiced based on Federal Signal day rates per Section 1.9 of this document.
- Acts of vandalism - In these cases, Federal Signal will first contact the Customer to relate effects of vandalism at a RTU. If Customer elects to have Federal Signal take measures to correct vandalized equipment, the approval must be made via email prior to any work being done. Any labor and material needed to correct vandalized equipment will be billable to and payable by Customer.
- Damage to any covered equipment that is the result of an act of God or from causes beyond Federal Signal's control (lightning strike, flood etc.) will not be covered by this agreement.
- Any equipment supplied by Sample Customer as part of duress and alerting system (e.g. racks, patch panels) are not included as part of this extended warranty agreement.
- By agreement with Sample Customer IT, all switching equipment (e.g., Cisco 3850), whether provided by Federal Signal or not, is NOT included as part of this warranty.

1.12. Equipment Coverage Exclusions:

- Equipment supplied by Customer as part of Sample System (e.g. racks, patch panels, repeaters) are not included as part of this warranty service agreement. Refer to section 1.4 of this document for equipment coverage.
- Deep Cycle batteries, which are installed at all sites, carry a 12 month manufacturer's warranty. If there are defects during the Two (2) year manufacture warranty, batteries will be replaced under warranty by the Contractor. If there are defects after the 12 month manufacture warranty any labor and materials required to diagnose and/or replace batteries will be invoiced at Contractor normal day rates and payable by the Customer. If batteries fail due to defective siren equipment, they will be replaced by the Contractor as part of maintenance agreement.

1.13. Use of Sub-contractor:

This direct agreement is made between Customer and Federal Signal (Contractor), however, Federal Signal reserves the right to determine and assign Sub-contractor to be used in performing service work.

2. Customer-Furnished Property/Services:**2.1. Keys:**

Federal Signal requires access to the sites listed in Section 1.2 to perform activities associated with this agreement. It is expected that the Customer will accompany Federal Signal on all site visits, or will coordinate the issuance of keys to Federal Signal. All Customer keys issued to the Federal Signal shall be returned to the Customer upon completion of the Contract.

2.2. Permits:

All required licenses and permit fees are included with this proposal and are not limited during the period of this warrant service agreement.

3. Trip Reports:

After any dispatched field service site visit, Federal Signal will provide a formal trip report with all pertinent service documentation for work performed.

4. Pricing:

This agreement by and between Federal Signal Corporation (Contractor) and (Customer) provides for the following pricing for warranty service agreement for the system supplied.

Two (2) year maintenance agreement with field service coverage for Sample System consists of all field labor, parts, telephone support and shipping costs. Contract for maintenance agreement will commence upon confirmed receipt of payment for invoice submitted to Customer.

Federal Signal will invoice for the full amount of warranty service agreement. Upon receipt of invoice from Contractor, Customer shall pay invoice in full as payment terms are pre-pay from date of invoice to Customer

Prices are quoted for year one (1) and year two (2) shall be adjusted accordingly on the anniversary date of contract renewal. Reference quote **SSGQXXX** for pricing.

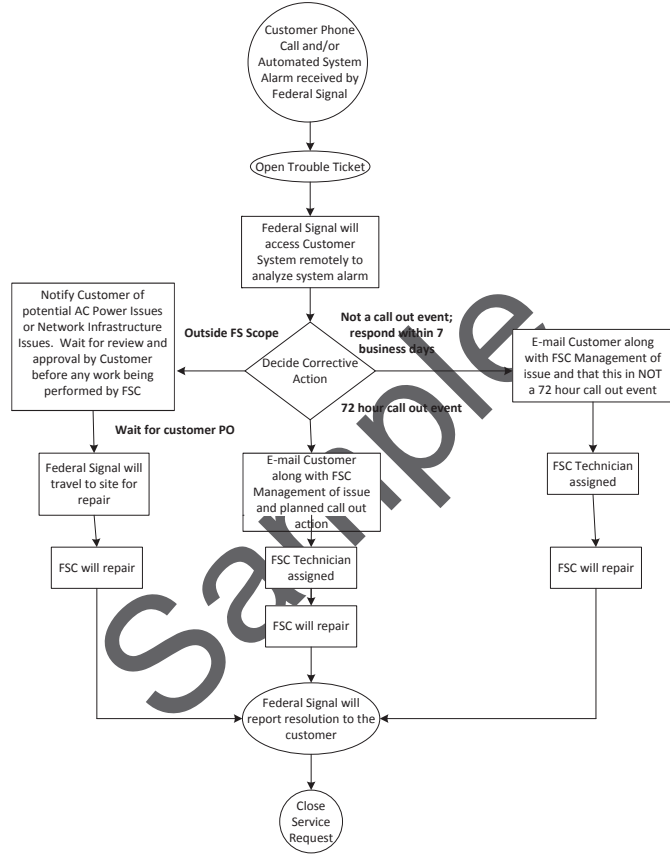
By signing below, the following customer representative, on behalf of the customer, accepts Federal Signal's proposed Statement of Work

Customer Signature:

Please Print Name:

Please Print Title:

Date:



General Notes:
 1. Provided for general information, intending to illustrate system concept and interconnectivity.
 2. Example configuration shown with typical devices and interface options.
 3. For the specific details of the proposed equipment, such as model numbers and quantities, refer to the system quotation document.
 4. Further information can be found on our datasheets, compliance statement and system overview (where available).

Project Specific Notes:

SECTION NINE: PRICING

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
840200278	KIT,THERMOSET BEARING & CAP	\$456.00	20.00%	\$364.80
10A3	CABLE, 25' PL259 MALE & ADPT	\$227.00	20.00%	\$181.60
10A4	CABLE, 75' PL259 MALE & ADPT	\$269.00	20.00%	\$215.20
10A5	CABLE, 35' PL259 MALE & ADPT	\$238.00	20.00%	\$190.40
10A6	ANTENNA, ARC	\$44.00	20.00%	\$35.20
15500007A	Battery sealed AGM 79Ah (MK Battery 8A24)	\$218.00	20.00%	\$174.40
15500007A-01	Battery sealed AGM 92Ah (MK Battery 8A27)	\$230.00	20.00%	\$184.00
15500007A-02	Battery sealed AGM 105Ah (MK Battery 8A31)	\$260.00	20.00%	\$208.00
15500007A-03	Battery sealed GEL 73Ah (MK Battery 8G24)	\$248.00	20.00%	\$198.40
15500007A-04	Battery sealed GEL 88Ah (MK Battery 8G27)	\$260.00	20.00%	\$208.00
15500007A-05	Battery sealed GEL 97Ah (MK Battery 8G31)	\$300.00	20.00%	\$240.00
2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	\$8,932.00	20.00%	\$7,145.60
2001-130-C	Electro-mechanical rotating siren, 130 db(C) 800Hz/Steel or Concrete Pole	\$8,932.00	20.00%	\$7,145.60
2001-AC	SIREN CONTROL, 2001AC	\$2,450.00	20.00%	\$1,960.00
2001TRBP	TRANSFORMER RECTIFIER PLUS	\$2,200.00	20.00%	\$1,760.00
2001TRBP-480	TRANSFORMER RECTIFIER PLUS 480V	\$3,200.00	20.00%	\$2,560.00
2001TRBP-KIT	2001TRBP less transformer	\$451.00	20.00%	\$360.80
2-120	Model 2 Siren 120VAC/DC	\$2,752.00	20.00%	\$2,201.60
2-240	Model 2 Siren 240VAC/DC	\$2,752.00	20.00%	\$2,201.60
240187A	ANTENNA,MTG.KIT,OMNI,FM2	\$60.00	20.00%	\$48.00
508-128	Electro-mechanical rotating siren, 128 dB(C), 500Hz	\$9,950.00	20.00%	\$7,960.00
508-128-C	Electro-mechanical rotating siren, 128 dB(C), 500Hz/Steel or Concrete Pole	\$9,950.00	20.00%	\$7,960.00
8600148A-01	BRKT ASSY,SOLAR,PROSTAR,U	\$32.15	20.00%	\$25.72

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
864700073A	RIU Cable-Motorola XTN/CP200/BPR40	\$150.00	20.00%	\$120.00
864700074A	RIU Cable-Motorola HT 1000, XTS 5000	\$150.00	20.00%	\$120.00
864700075A	RIU Cable-Kenwood (TK2170,TK2302V, NX-240V,NX-340U)	\$150.00	20.00%	\$120.00
864700076A	RIU Cable-BENDIX KING	\$150.00	20.00%	\$120.00
864700077A	RIU Cable-Motorola HT 1250 & Compatible	\$150.00	20.00%	\$120.00
864700078A	RIU Cable-Icom F11S	\$150.00	20.00%	\$120.00
864700080A	RIU Cable-MOTOROLA CDM 750/1550/CM200/CM300 LS/PM400	\$150.00	20.00%	\$120.00
864700081A	RIU Cable-MOTOTRBO XPR6550, APX7000 & Compatible	\$150.00	20.00%	\$120.00
864700082A	RIU Cable-XPR 4550,ALL XPR Mobile	\$150.00	20.00%	\$120.00
864700083A	RIU Cable-Motorola MCS 2000 DB25 Rear Connector	\$150.00	20.00%	\$120.00
864700084A	RIU Cable-M/ACOM M7100	\$150.00	20.00%	\$120.00
864700085A	RIU Cable-M/ACOM M7300	\$150.00	20.00%	\$120.00
864700086A	RIU Cable-Kenwood TK-480,TK-5320	\$150.00	20.00%	\$120.00
864700087A	RIU Cable-MACOM P7100 SERIES, MC-1527 PRYME	\$150.00	20.00%	\$120.00
8647000A	Universal RIU Adaptor Interface. Requires one per cable below, up to 4 per RIU device	\$175.00	20.00%	\$140.00
864700103A	RIU Cable-Kenwood TK5810	\$150.00	20.00%	\$120.00
864700104A	RIU Cable-Kenwood TK790	\$150.00	20.00%	\$120.00
864700105A	RIU Cable-Motorola Astro XTL 1500, 2500, 5000,APX7500	\$150.00	20.00%	\$120.00
864700136A	RIU Cable-Hirose Plate Assy w/ male female extension	\$150.00	20.00%	\$120.00
864700235	CABLE, RIU ADAPTOR, PA	\$150.00	20.00%	\$120.00
AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$135.00	20.00%	\$108.00
AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 POLE OR WALL	\$70.00	20.00%	\$56.00
AMB-W	ANTENNA MOUNTING BRACKET, WALL	\$180.00	20.00%	\$144.00

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
AVADM	AUDIO DISTRIBUTION MODULE FOR ZONE AND VOLTAGE SELECTION		20.00%	\$0.00
BSH	BASE STN. RADIO, VHF	\$3,600.00	20.00%	\$2,880.00
BSU	BASE STN. RADIO, UHF	\$3,600.00	20.00%	\$2,880.00
CS-CENTERPOINT	SmartMsg Communications Server - Software License – w/ CenterPoint Dashboard	\$1,000.00	20.00%	\$800.00
CS-I-CS-CU	System Assurance & Installation	\$2,880.00	20.00%	\$2,304.00
CS-MOD-VOIP	SmartMsg Voice-Over-IP (VoIP) Server Module	\$1,500.00	20.00%	\$1,200.00
CS-PRJMAN	Project Management and Training	\$1,800.00	20.00%	\$1,440.00
CS-RIU	Radio Interoperability Unit - Includes two Radio Cables and 4-port interface unit (Customer must Specify Radio model upon order) Includes RadioLink client software	\$4,000.00	20.00%	\$3,200.00
CS-RIUCBL-MISC	Additional Radio/Mobile Base Station Interface Cables	\$350.00	20.00%	\$280.00
DCB	CNTRL,DCB	\$4,348.00	20.00%	\$3,478.40
DCFCB	CNTRL, DC, ONE-WAY	\$5,331.00	20.00%	\$4,264.80
DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	\$5,749.00	20.00%	\$4,599.20
DCFCBU	CNTL, DC, ONE-WAY, UHF BAND	\$5,748.00	20.00%	\$4,598.40
DCFCTBD	DIGITAL CONTROLLER, NO RADIO	\$6,310.00	20.00%	\$5,048.00
DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$7,825.00	20.00%	\$6,260.00
DCFCTBD-IP	DIGITAL CONTROLLER, IP ENABLED	\$6,864.00	20.00%	\$5,491.20
DCFCTBDU	DIGITAL CONTROLLER, UHF BAND	\$7,825.00	20.00%	\$6,260.00
DSA1	SPKR, DIR. SPKR. ARRAY 1 SPKR	\$660.00	20.00%	\$528.00
DSA1X	SPKR,DIR SPKR ARRAY,HAZ LOC	\$913.00	20.00%	\$730.40
DSA2	DIRECTIONAL SPEAKER ARRAY 2 SPKR.	\$1,861.00	20.00%	\$1,488.80
DSA2-1	DSA2 MODEL WITH 100FT CABLE	\$1,961.00	20.00%	\$1,568.80
DSA4	DIRECTIONAL SPEAKER ARRAY 4 SPKR.	\$2,652.00	20.00%	\$2,121.60
DSA4-1	DSA4 MODEL WITH 100FT CABLE	\$2,752.00	20.00%	\$2,201.60
DSA6	DIRECTIONAL SPEAKER ARRAY 6 SPKR.	\$3,879.00	20.00%	\$3,103.20

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
DSA6-1	DSA6 MODEL WITH 100FT CABLE	\$3,979.00	20.00%	\$3,183.20
DSAMK1	MOUNTING KIT, DIR. SPKR. 4 ARRAY	\$111.00	20.00%	\$88.80
DSAMK4	MOUNTING KIT, DIR. SPKR. 4 ARRAY	\$525.00	20.00%	\$420.00
DSAMKSP	DSA MTG KIT FOR STEEL POLE	\$1,450.00	20.00%	\$1,160.00
DSAMKSPB23	DSA MTG BRKTS 2-3/8" PIPE STEEL POLE	\$296.00	20.00%	\$236.80
DSAMKSPB45	DSA MTG BRKTS 4-1/2" PIPE STEEL POLE	\$306.00	20.00%	\$244.80
DVR	DIGITAL VOICE RECORDING, ONE VOICE UP TO 16 MSGS	\$700.00	20.00%	\$560.00
DVR-COPY	DIGITAL VOICE RECORDING, COPY ORIGINAL FILES IF POSSIBLE	\$119.00	20.00%	\$95.20
DVR-REB1	RE-BURN EXIST.CHIPS 1-10, ISSUE RMA FOR CHIPS	\$119.00	20.00%	\$95.20
DVSD	DIGITAL VOICE MINI SD CARD	\$326.00	20.00%	\$260.80
ECLIPSE8	SIREN, DC, OMNI DIR. W/HORNS	\$5,876.00	20.00%	\$4,700.80
EN-CSSAC	CEILING SPKR STROBE ALERT CLR	\$115.00	20.00%	\$92.00
EN-CSSPC	CEILING SPKR STROBE PLAIN CLR	\$110.00	20.00%	\$88.00
EN-CSTA	EMERGENCY NOTIFICATION CEILING STROBE, AMBER LENS	\$74.00	20.00%	\$59.20
EN-CWSP	EMERGENCY NOTIFICATION CEILING OR WALL SPEAKER	\$44.00	20.00%	\$35.20
EN-SM	EMERGENCY NOTIFICATION SYNCHRONIZATION MODULE.	\$66.00	20.00%	\$52.80
EN-SMBR	EMERGENCY NOTIFICATION SURFACE MNTG BOX, ROUND	\$26.00	20.00%	\$20.80
EN-SMBS	EMERGENCY NOTIFICATION SURFACE MNTG BOX, SQUARE	\$26.00	20.00%	\$20.80
EN-WSSAA	EMERGENCY NOTIFICATION WALL SPEAKER STROBE, ALERT, AMBER	\$115.00	20.00%	\$92.00
EN-WSSPA	EMERGENCY NOTIFICATION WALL SPEAKER STROBE, PLAIN, AMBER	\$110.00	20.00%	\$88.00
EN-WSTAA	EMERGENCY NOTIFICATION WALL STROBE, ALERT, AMBER LENS	\$74.00	20.00%	\$59.20

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
EN-WSTAC	EMERGENCY NOTIFICATION WALL STROBE, ALERT, CLEAR LENS	\$74.00	20.00%	\$59.20
EN-WSTPA	EMERGENCY NOTIFICATION WALL STROBE, PLAIN, AMBER LENS	\$71.00	20.00%	\$56.80
EN-WSTPC	EMERGENCY NOTIFICATION WALL STROBE, PLAIN, CLEAR LENS	\$71.00	20.00%	\$56.80
EQUINOX	SIREN, DC, ROTATING, 500Hz nominal.	\$8,250.00	20.00%	\$6,600.00
ES-CRATING-MOD	CUSTOM ENCLOSED MOD CRATING	\$523.00	20.00%	\$418.40
ES-CRATING-UV	CUSTOM ENCLOSED UV CRATING	\$523.00	20.00%	\$418.40
ES-DOC	DOCUMENTATION	\$465.00	20.00%	\$372.00
ES-ENG	ENGINEERING SERVICE CHARGE	Per Quote		Per Quote
ES-FAT	FACTORY ACCEPTANCE TESTING	\$2,195.00	20.00%	\$1,756.00
ES-FREIGHT	SHIPPING FEES	Per Quote		Per Quote
ES-IAT	INTERNAL ACCEPTANCE TESTING, PER HOUR	Per Quote		Per Quote
ES-LABOR	LABOR CHARGE	\$85.00	20.00%	\$68.00
ES-PROG	PROGRAMMING CHARGE	Per Quote		Per Quote
ES-SMV	SPECIAL MODEL VARIATION	\$750.00	20.00%	\$600.00
ES-TravelDay	Daily rate to accomodate initial travel time to/from site for Federal Signal System Optimization personnel.	\$2,875.00	20.00%	\$2,300.00
FC	FEDERAL CONTROLLER NO RADIO	\$1,531.00	20.00%	\$1,224.80
FCH	FEDERAL CONTROLLER, HIGH BAND RADIO	\$1,951.00	20.00%	\$1,560.80
FCTBD	FEDERAL CONTROLLER, 2-WAY, NO RADIO, DIGITAL	\$3,806.00	20.00%	\$3,044.80
FCTBDH	FEDERAL CONTROLLER, 2-WAY, HIGH BAND, DIGITAL	\$5,180.00	20.00%	\$4,144.00
FCTBD-IP	FEDERAL CONTROLLER, BROADBAND, NO RADIO	\$4,066.00	20.00%	\$3,252.80
FCTBDU	FEDERAL CONTROLLER, 2-WAY, UHF BAND, DIGITAL	\$5,180.00	20.00%	\$4,144.00
FCU	FEDERAL CONTROLLER, UHF RADIO	\$2,000.00	20.00%	\$1,600.00
FS-PL1	PRIVATE LINE TCS/DCS	\$160.00	20.00%	\$128.00

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
FS-PL2	PRIVATE LINE, LOW TCS/DCS	\$160.00	20.00%	\$128.00
FSPWARE	SOFTWARE, FED. PROGRAMMER	\$190.00	20.00%	\$152.00
HTR2	HEATER, 2 BATTERY OPTION	\$261.00	20.00%	\$208.80
HTR4	HEATER, 4 BATTERY OPTION	\$385.00	20.00%	\$308.00
I-EAS	INFORMER EAS OPTION	\$144.00	20.00%	\$115.20
I-EAS-KIT	KIT, INFORMER EAS OPTION	\$144.00	20.00%	\$115.20
I-FSK	INFORMER FSK OPTION	\$130.00	20.00%	\$104.00
I-FSK-KIT	KIT, INFORMER FSK OPTION	\$130.00	20.00%	\$104.00
I-HIO	INFORMER HIGH BAND, W/ IO	\$735.00	20.00%	\$588.00
I-HIOW	INFORMER HIGH BAND W/ IO, WALL MOUNT	\$1,205.00	20.00%	\$964.00
I-IO-KIT	INFORMER IO BOARD RETROFIT KIT	\$114.00	20.00%	\$91.20
I-IP100AC	INFORMER 100, 120/240VAC	\$1,650.00	20.00%	\$1,320.00
I-IP100ACX	INFORMER 100, 120/240VAC C1D2	\$2,140.00	20.00%	\$1,712.00
I-IP100DC	INFORMER 100, 24VDC	\$1,526.00	20.00%	\$1,220.80
I-IP100DCX	INFORMER 100, 24VDC C1D2	\$2,033.00	20.00%	\$1,626.40
I-IP100-OMNI	KIT, OMNI DIRECTION, I-IP100	\$225.00	20.00%	\$180.00
I-IP100-PM	KIT,POLE MNT,SMALL,I-IP100	\$60.00	20.00%	\$48.00
I-IP100-PMW	KIT,POLE MNT,LARGE,I-IP100	\$74.00	20.00%	\$59.20
I-IP15-A	INFORMER15, POE+, AMB LED	\$1,075.00	20.00%	\$860.00
I-IP15-B	INFORMER15, POE+, BLUE LED	\$1,075.00	20.00%	\$860.00
I-IP15-G	INFORMER15, POE+, GRN LED	\$1,075.00	20.00%	\$860.00
I-IP15-R	INFORMER15, POE+, RED LED	\$1,075.00	20.00%	\$860.00
I-IP15-W	INFORMER15, POE+, WHT LED	\$1,075.00	20.00%	\$860.00
I-IP15X-A	INFORMER15,POE+,AMB LED,C1D2	\$1,450.00	20.00%	\$1,160.00
I-IP15X-B	INFORMER15,POE+,BLU LED,C1D2	\$1,450.00	20.00%	\$1,160.00
I-IP15X-G	INFORMER15,POE+,GRN LED,C1D2	\$1,450.00	20.00%	\$1,160.00
I-IP15X-R	INFORMER15,POE+,RED LED,C1D2	\$1,450.00	20.00%	\$1,160.00
I-IP15X-W	INFORMER15,POE+,WHT LED,C1D2	\$1,450.00	20.00%	\$1,160.00

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
I-IP2	INFORMER IP,RACK MOUNT DUAL	\$1,575.00	20.00%	\$1,260.00
I-IP-IO	INFORMER-IP, WITH IO INTERFACE	\$726.00	20.00%	\$580.80
I-IP-PROG	IP100 FACTORY PROGRAM CHARGE	\$50.00	20.00%	\$40.00
I-IPSIU	INFORMER SIU SENSOR/RADIO INTE	\$1,620.00	20.00%	\$1,296.00
I-IP-SW	INFORMER-IP SETUP WIZARD SOFTWARE & CABLE	\$195.00	20.00%	\$156.00
I-IPW	INFORMER IP W/ IO WALL MOUNT	\$1,205.00	20.00%	\$964.00
IK-BATT-EXT	KIT, INSTALL, DEEP CYCLE BATTERIES, EXTRA DUTY CAPACITY	\$218.00	20.00%	\$174.40
IK-BATT-STD	KIT, INSTALL, DEEP CYCLE BATTERIES, STANDARD CAPACITY	\$142.00	20.00%	\$113.60
I-PROG1	Per unit programming for 10 or less units	\$29.00	20.00%	\$23.20
I-PROG11	Per unit programming for 11-24 units	\$18.00	20.00%	\$14.40
I-PROG25	Per unit programming for 25 or more units	\$13.00	20.00%	\$10.40
I-SMD2-36	2"X36" SCROLLING MESSAGE DISP	\$1,725.00	20.00%	\$1,380.00
I-SW	SOFTWARE, INFORMER PROGRAM	\$293.00	20.00%	\$234.40
I-UIO	INFORMER UHF BAND, W/ IO	\$741.00	20.00%	\$592.80
I-UIOW	INFORMER UHF BAND, W/ IO, WALL MOUNT	\$1,205.00	20.00%	\$964.00
K2005305C	PCBA,CHARGER,48V	\$473.00	20.00%	\$378.40
K-8402220A	SCREEN, 508-128 SIREN	\$240.00	20.00%	\$192.00
K-8402224B	BRACKET,508SIREN SCREEN	\$84.00	20.00%	\$67.20
K8570063A	DRIVER, FWS 100W NEO	\$216.00	20.00%	\$172.80
K8570063A	100W NEO DRIVER,OUTDOOR	\$216.00	20.00%	\$172.80
K-BRSH1	BRUSH HOLDER ASSY. KIT	\$360.00	20.00%	\$288.00
K-BRSH2	BRUSHES, 48VDC MOTOR	\$125.00	20.00%	\$100.00
K-BRSH3	BRUSH PLATE ASSEMBLY,	\$168.00	20.00%	\$134.40
K-CHPR1	MOTOR, 48VDC, CHOPPER	\$1,160.00	20.00%	\$928.00
K-CL1	CLUTCH BAND KIT,ROTATING SIREN	\$198.00	20.00%	\$158.40
K-COLL1	COLLECTOR RING PARTS	\$300.00	20.00%	\$240.00

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
K-GEAR1	GEARMOTOR, ROTATOR 48VDC	\$540.00	20.00%	\$432.00
MAC-01	MOBIL ACTIVATION CASE, KENWOOD RADIO,VHF	\$3,200.00	20.00%	\$2,560.00
MAC-02	MOBIL ACTIVATION CASE, KENWOOD RADIO, UHF	\$3,200.00	20.00%	\$2,560.00
MIC-XLR	GOOSENECK MICROPHONE AND DESK BASE	\$200.00	20.00%	\$160.00
MNC-MC	MIC, NOISE CANCELLING .25	\$242.66	20.00%	\$194.13
MOD1004B	MODULATOR SIREN, 400W, OMNI DIR	\$4,596.00	20.00%	\$3,676.80
MOD2008B	MODULATOR SIREN, 800W, OMNI DIR	\$6,583.00	20.00%	\$5,266.40
MOD3012B	MODULATOR SIREN, 1200W, OMNI DIR	\$8,736.00	20.00%	\$6,988.80
MOD4016B	MODULATOR SIREN, 1600W, OMNI DIR	\$10,795.00	20.00%	\$8,636.00
MOD5020B	MODULATOR SIREN, 2000W, OMNI DIR	\$12,968.00	20.00%	\$10,374.40
MOD6024B	MODULATOR SIREN, 2400W, OMNI DIR	\$15,007.00	20.00%	\$12,005.60
MOD6032B	SIREN, 3200W, OMNI DIR	\$18,287.00	20.00%	\$14,629.60
MOD8032B	MODULATOR SIREN, 3200W OMNI DIR	\$18,487.00	20.00%	\$14,789.60
MODEM-MSK	MODEM-MSK	\$2,282.00	20.00%	\$1,825.60
MOD-UV-KIT	KIT, MODULATOR-UV RETROFIT	\$37.00	20.00%	\$29.60
OMNI-0	ANTENNA, 138-140MHz VHF	\$800.00	20.00%	\$640.00
OMNI-1	ANTENNA, 140-144MHz VHF	\$402.00	20.00%	\$321.60
OMNI-10	ANTENNA, 406-416MHz UHF	\$402.00	20.00%	\$321.60
OMNI-11	ANTENNA, 410-420MHz UHF	\$402.00	20.00%	\$321.60
OMNI-13	ANTENNA, 430-440MHz UHF	\$402.00	20.00%	\$321.60
OMNI-14	ANTENNA, 440-450MHz UHF	\$402.00	20.00%	\$321.60
OMNI-15	ANTENNA, 450-460MHz UHF	\$402.00	20.00%	\$321.60
OMNI-16	ANTENNA, 460-470MHz UHF	\$402.00	20.00%	\$321.60
OMNI-18	ANTENNA, 480-490MHz UHF	\$402.00	20.00%	\$321.60
OMNI-2	ANTENNA, 144-148MHz VHF	\$402.00	20.00%	\$321.60
OMNI-21	ANTENNA, 806-866MHz	\$402.00	20.00%	\$321.60
OMNI-22	ANTENNA, 824-896MHz	\$402.00	20.00%	\$321.60

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
OMNI-25	ANTENNA, 896-940MHz	\$402.00	20.00%	\$321.60
OMNI-3	ANTENNA, 148-152MHz VHF	\$402.00	20.00%	\$321.60
OMNI-4	ANTENNA, 152-156MHz VHF	\$402.00	20.00%	\$321.60
OMNI-5	ANTENNA, 156-162MHz VHF	\$402.00	20.00%	\$321.60
OMNI-6	ANTENNA, 162-168MHz VHF	\$402.00	20.00%	\$321.60
OMNI-7	ANTENNA, 168-174MHz VHF	\$402.00	20.00%	\$321.60
OMNI-9	ANTENNA, 380-390MHz UHF	\$402.00	20.00%	\$321.60
OMNIXU-15	ANTENNA,450-460MHZ,UHF	\$330.00	20.00%	\$264.00
PBS-4	PUSH BUTTON STATION, 4 BUTTONS	\$700.00	20.00%	\$560.00
PMS	STAND, POLE MT, MODEL 2	\$545.00	20.00%	\$436.00
PP-DAH1001A	HEATER,CABINET,120VAC,100W	\$550.00	20.00%	\$440.00
PSEM-R	PUSH STATION, EMERGENCY, RED	\$109.38	20.00%	\$87.50
PSEMSC-R	PUSH STATION, EMERGENCY, RED WITH SOUNDER COVER	\$234.40	20.00%	\$187.52
PSEVSC-Y	PUSH STATION, EVACUATION, YELLOW WITH SOUNDER COVER	\$236.68	20.00%	\$189.34
PSEV-Y	PUSH STATION, EVACUATION, YELLOW	\$109.38	20.00%	\$87.50
PVS240W-24	SOLAR POWER OPTION, UV	\$3,400.00	20.00%	\$2,720.00
PVS240W-48	SOLAR POWER OPTION, DC	\$3,400.00	20.00%	\$2,720.00
Q115336A	DIODE,RECTIFIER,165A,400V	\$275.00	20.00%	\$220.00
Q12000928	POWER SUPPLY 120V	\$446.00	20.00%	\$356.80
Q120246F-AL	Transformer/rectifier	\$1,775.00	20.00%	\$1,420.00
Q120272A	POWER SUPPLY,9V	\$44.00	20.00%	\$35.20
Q120816C-01	UVIC Charger 24V No plug	\$630.00	20.00%	\$504.00
Q120833A	Power Transformer Torrid for 240VAC systems	\$381.00	20.00%	\$304.80
Q120896A	PWR SUPPLY,15VDC,7A	\$126.00	20.00%	\$100.80
Q122323A-01	SWITCH,DISCONNECT,PLATED STEEL CASE	\$85.00	20.00%	\$68.00
Q122323A-02	Face Plate Disconnect Switch	\$29.00	20.00%	\$23.20
Q122378A	Momentary Intrusion Door Switch	\$34.00	20.00%	\$27.20

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
Q131292A	RELAY,120VAC,12A	\$70.00	20.00%	\$56.00
Q131A182C	200 Amp, 48 VDC TR Contactor	\$324.00	20.00%	\$259.20
Q131A182C	CONTACTOR,48V,200A	\$324.00	20.00%	\$259.20
Q131A183C	CONTACTOR,48V,200A	\$189.00	20.00%	\$151.20
Q13700929	MIC, DESKTOP, VERTEX	\$220.00	20.00%	\$176.00
Q13900406A-08	CONN,PLUG,.138" CTR,8POS,SPLIT	\$16.00	20.00%	\$12.80
Q139340A-01	CONN, MCP TO COMPUTER	\$69.00	20.00%	\$55.20
Q140393A-01	CONN,SS1000/2000 TO COMPU	\$65.00	20.00%	\$52.00
Q140556A	COAX, CONNECTOR, N-MALE, CRIMP	\$36.00	20.00%	\$28.80
Q143140A	FUSE COVER,ZAPTNHEZS12.5	\$26.00	20.00%	\$20.80
Q1461306A	Radio power cable UV	\$55.00	20.00%	\$44.00
Q1461327A	WIRE LEAD ASSY., 5-POS	\$32.00	20.00%	\$25.60
Q148A147A	FUSE,200A,BUSS #JIN-200(used in DC/FC/UV/2001-AC)	\$68.00	20.00%	\$54.40
Q155191A	Battery ENERSYS NP1.2-6 or equivalent	\$65.00	20.00%	\$52.00
Q155193A	Battery Power Sonic PS-12120L or equivalent	\$131.00	20.00%	\$104.80
Q155194A	Terra Battery	\$103.00	20.00%	\$82.40
Q155197A	Battery MK Battery ES-50-12 or Engineered Power Systems H2B12-44	\$194.00	20.00%	\$155.20
Q155197A	BATTERY,SEALED,AGM,12VDC	\$194.00	20.00%	\$155.20
Q161693A	LABEL,FS LOGO	\$25.00	20.00%	\$20.00
Q161A506A	LABEL,WARNING,AMPUTATION	\$25.00	20.00%	\$20.00
Q161A509A	DECAL,LABEL,WARNING,CNTL UNIT	\$26.00	20.00%	\$20.80
Q170345D	CABINET,CONTROL,ALUMINUM	\$776.00	20.00%	\$620.80
Q170345D-DOOR	DOOR,CONTROL,BOX,ALUM.	\$362.00	20.00%	\$289.60
Q170346D	CABINET,BATTERY,ALUMINUM	\$841.00	20.00%	\$672.80
Q170346D-DOOR	DOOR,BATTERY,BOX,ALUM.	\$423.00	20.00%	\$338.40
Q-170346-VHB	KIT,PLACEMENT DOUBLE SIDE TAPE	\$224.00	20.00%	\$179.20
Q17201225B	SATELLITE TERMINAL,ST 6100	\$1,458.00	20.00%	\$1,166.40

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
Q17201956A	MODEM,WIRELESS,AIRLINK RV50X	\$995.00	20.00%	\$796.00
Q17500033A	Cable Temp Sensor	\$99.00	20.00%	\$79.20
Q17500180A	WIRE LEAD,RADIO,KENWOOD,PWR	\$48.00	20.00%	\$38.40
Q17500860	CABLE,RADIO,VX-4500 TO FCT	\$124.00	20.00%	\$99.20
Q17500861	CABLE,RADIO,VX-4500 TO UV CN	\$44.00	20.00%	\$35.20
Q17500861-01	CABLE, RADIO, VX-4500 TO UV CN	\$44.00	20.00%	\$35.20
Q17500862	MODEM-MSK to Vertex Radio Cable	\$117.00	20.00%	\$93.60
Q17500862B	CABLE,RADIO,KENWOOD,MODEM-MSK	\$51.00	20.00%	\$40.80
Q17500863	SS2000+ Vertex Radio Cable	\$99.00	20.00%	\$79.20
Q17500863B	CABLE,RADIO,KENWOOD,SS2000+	\$87.00	20.00%	\$69.60
Q17500880	WIRE ASSY, VERTEX, RADIO PWR	\$35.00	20.00%	\$28.00
Q17500881	CABLE, 2 COND, VERTEX, UVRI	\$84.00	20.00%	\$67.20
Q17500889	CABLE,POWER,BASE STATION,VERT	\$119.00	20.00%	\$95.20
Q17500919	CABLE, POWER, UV TO VERTEX	\$53.00	20.00%	\$42.40
Q17501079	WIRE ASSY, APX1500/4500	\$430.00	20.00%	\$344.00
Q17501252A	CABLE, PWR, AC, UNITED KINGDOM	\$21.00	20.00%	\$16.80
Q17501253A	CABLE, PWR, AC, EUROPE	\$21.00	20.00%	\$16.80
Q17501357A	WIRE ASSY,P25 MIXED MODE CABLE	\$430.00	20.00%	\$344.00
Q17501434A	CABLE,M7300 TO SS2000+,DB44	\$116.00	20.00%	\$92.80
Q17501999A	CABLE,24VDC PWR,UVRI-B	\$20.00	20.00%	\$16.00
Q1751004A	CABLE,DATA,6 COND,25FT.	\$42.00	20.00%	\$33.60
Q1751096A	Cable, Radio Pigtail, MINI-U to N(F)	\$81.00	20.00%	\$64.80
Q1751134A	Telephone Cable	\$49.00	20.00%	\$39.20
Q1751224A	Cable, Radio, CDM750 to PCB	\$116.00	20.00%	\$92.80
Q1751228A	Radio Interface Cable UV	\$53.00	20.00%	\$42.40
Q1751228A-02	UVRI Radio Interface Cable UV	\$65.00	20.00%	\$52.00
Q1751410A	USB A/B Cable	\$25.00	20.00%	\$20.00
Q1751587B	CABLE,RADIO,KENWOOD,UV	\$52.00	20.00%	\$41.60

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Q1751587B-01	CABLE,RADIO,KENWOOD,FCM	\$60.00	20.00%	\$48.00
Q1751610A	CABLE,CDM750 TO SS2000+	\$90.00	20.00%	\$72.00
Q175728D-05	MOD5020B Siren cable	\$1,407.00	20.00%	\$1,125.60
Q175902A-05	Antenna Cable, 35', N to N	\$173.00	20.00%	\$138.40
Q175902A-10	Cable, Antenna, N-Type to Motorola Mini-U, 8"	\$79.00	20.00%	\$63.20
Q19900172A	Kenwood Radio NX-700, VHF	\$3,150.00	20.00%	\$2,520.00
Q19900876-02	Vertex VHF Radio,50 W, 134-174 Mhz	\$1,092.00	20.00%	\$873.60
Q19900876-06	Vertex UHF Radio, 403-470 Mhz	\$1,150.00	20.00%	\$920.00
Q19902163A-01	RADIO,KENWOOD NX5700BK VHF No Faceplate	\$1,208.00	20.00%	\$966.40
Q19902163A-02	RADIO,KENWOOD NX5800BK UHF No Faceplate	\$1,208.00	20.00%	\$966.40
Q19902163A-03	RADIO,KENWOOD NX5800BK2 UHF Military band No Faceplate	\$1,208.00	20.00%	\$966.40
Q19902163A-04	RADIO,KENWOOD NX5900BK 800Mhz No Faceplate	\$1,583.00	20.00%	\$1,266.40
Q20000200C	PCBA,FCM2560 SIREN CONTROLLER	\$1,331.00	20.00%	\$1,064.80
Q20000216	SNUBBER PCBA	\$31.00	20.00%	\$24.80
Q20000253	PBC UVRI-B	\$1,575.00	20.00%	\$1,260.00
Q-20000314	I-IP100 control board	\$586.00	20.00%	\$468.80
Q20000324	PCBA,UVRI-B,100W AMP	\$498.00	20.00%	\$398.40
Q2001062B	PCBA,CURRENT SENSOR ADJUSTABLE	\$159.00	20.00%	\$127.20
Q2005147G	PCBA, UV MOTHERBOARD	\$945.00	20.00%	\$756.00
Q2005173E	PCBA,DC TO DC CONVERTER	\$198.00	20.00%	\$158.40
Q2005204B	PCBA,UNIVERSAL CABLE ADAPTOR	\$50.00	20.00%	\$40.00
Q2005209B	UV Expansion PCB	\$268.00	20.00%	\$214.40
Q2005221B	Current Sensor, PCBA (Rotator)	\$135.00	20.00%	\$108.00
Q2005240G-03	PCBA,RECEIVER MODULE UHF	\$859.00	20.00%	\$687.20
Q2005240K-02	RECR MOD HIGHBAND	\$762.00	20.00%	\$609.60
Q2005293C	UVIC Motherboard	\$828.00	20.00%	\$662.40
Q2005305B	48VDC Charger	\$523.00	20.00%	\$418.40

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Q2005310B	MC/AR SAT / CELL UPGD KIT PCB	\$819.00	20.00%	\$655.20
Q2005320A-05	UVRI+ Adaptor PC Board	\$240.00	20.00%	\$192.00
Q2005457E	PCBA,SERIAL TO ETHERNET CONVER	\$468.00	20.00%	\$374.40
Q2005548D	PCBA,TELCO REMOTE	\$520.00	20.00%	\$416.00
Q2005632A	Low Voltage Cutoff for UVTR	\$69.00	20.00%	\$55.20
Q2005698D	PCBA,UV+ CONTROLLER	\$1,764.00	20.00%	\$1,411.20
Q2005698D-01	UVRI+ Control Card	\$1,764.00	20.00%	\$1,411.20
Q2005704A	INFORMER POE ADAPTER	\$172.00	20.00%	\$137.60
Q2005762B	UV SKYWAVE UPGD KIT PCB	\$811.00	20.00%	\$648.80
Q2005768A-01	PCBA, SAT/CELL, MODEM	\$669.00	20.00%	\$535.20
Q229288A	BLOCK,TERM,GROUND	\$33.00	20.00%	\$26.40
Q240190B-02	ANTENNA,RIGHT ANGLE,HIGH	\$77.00	20.00%	\$61.60
Q240232A	CELLULAR ANTENNA OMNI DIRECTIONAL	\$200.00	20.00%	\$160.00
Q2881336A	KIT,CABLE & CLAMP,SOLAR	\$250.00	20.00%	\$200.00
Q288454B	Input Module, 120V AC/DC Sensor	\$86.00	20.00%	\$68.80
Q288641A	HEATER,BATTERY,125V,80W	\$90.00	20.00%	\$72.00
Q288691A-03	RF Lightning Protector Polyphaser	\$158.00	20.00%	\$126.40
Q288782A	JUMPER, TERM. BLOCK	\$32.00	20.00%	\$25.60
Q288812A	REGUL SOLAR TRISTAR TS-45	\$515.00	20.00%	\$412.00
Q288964A-24	Solar Regulator 24VDC	\$515.00	20.00%	\$412.00
Q288964A-48	Solar Regulator 48VDC	\$515.00	20.00%	\$412.00
Q-508SCREEN	KIT,508 SIREN SCREEN	\$126.00	20.00%	\$100.80
Q-508SCRNRPL	508 SCREEN REPLACEMENT W HW	\$257.00	20.00%	\$205.60
Q81462009A	NAMEPLATE,FS LOGO,LARGE	\$31.00	20.00%	\$24.80
Q8155B086	HOUSING ASSY WHT,MODEL 2 SIREN	\$634.00	20.00%	\$507.20
Q8239A045	BEARING, BALL	\$28.00	20.00%	\$22.40
Q8247A020	BRUSH AND SPRING	\$41.00	20.00%	\$32.80
Q8247A021	HOLDER,BRUSH VDR # 840-0	\$131.00	20.00%	\$104.80

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Q8247A022	CAP,BRUSH HOLDER	\$45.00	20.00%	\$36.00
Q8247B039G	ARMATURE 230V AC/DC. MODEL 2.	\$347.00	20.00%	\$277.60
Q8247B040G	Model 2 Field 230 VAC	\$252.00	20.00%	\$201.60
Q8247B041G	ARMATURE 115V AC/DC	\$408.00	20.00%	\$326.40
Q8285243A	USB FLASHER REQUIRES 1751134A & 1751410A	\$552.00	20.00%	\$441.60
Q8400A077-01	PULLEY,3 STEP FOR 4L TYPE BELT	\$84.00	20.00%	\$67.20
Q8400B055	DRIVE BAND ASSEMBLY	\$90.00	20.00%	\$72.00
Q8402001D	STATOR,MACHND,2001-130	\$1,100.00	20.00%	\$880.00
Q840200276	CAP,COLLECTOR RING	\$72.00	20.00%	\$57.60
Q8402002B	ROTOR,2001-130 SIREN,MACHINED	\$787.00	20.00%	\$629.60
Q8402006E	MTR,48V,100A;ORDER AS K-CHPR1	\$1,260.00	20.00%	\$1,008.00
Q8402026B	PROJECTOR,OUTER,SIREN	\$368.00	20.00%	\$294.40
Q8402036D	PROJECTOR,INNER CONE	\$216.00	20.00%	\$172.80
Q8402038B	SCREEN,STATOR,2001 SIREN	\$100.00	20.00%	\$80.00
Q8402087E-01	BRKT ASSY	\$31.00	20.00%	\$24.80
Q8402090B	V-BELT, .50" X 40"	\$50.00	20.00%	\$40.00
Q8402144A	48 VDC Rotator Motor	\$567.00	20.00%	\$453.60
Q8402158A	KIT,PULLEY,2001SRN	\$189.00	20.00%	\$151.20
Q8402172A	COVER,HOUSING	\$131.00	20.00%	\$104.80
Q8402173A	COVER,HOUSING,SIDE	\$131.00	20.00%	\$104.80
Q8402A066A	POST,FUSE BLOCK	\$49.00	20.00%	\$39.20
Q8402A068A	FITTING,1" CONDUIT,CARLON	\$34.00	20.00%	\$27.20
Q8402A070A-01	Large Battery Trays	\$43.00	20.00%	\$34.40
Q8402A084A	SPACER,ROTOR	\$37.00	20.00%	\$29.60
Q8402B073C	DC CHARGER ASSEMBLY 13VDC 4 per DC Cabinet	\$185.00	20.00%	\$148.00
Q8549A170A	BRACKET ASSY, POLE MOUNTING	\$85.00	20.00%	\$68.00
Q8549A178A	ACCESSORY KIT,DESICCANT	\$81.00	20.00%	\$64.80
Q8549A193A	LIGHTNING PROTECTOR AC	\$122.00	20.00%	\$97.60

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Q857000011A-01	SPINNING, TOP, SOLAR LIGHT	\$326.00	20.00%	\$260.80
Q8570080A	Insulator	\$104.00	20.00%	\$83.20
Q8581025A	1" Conduit, 7.5 Inches	\$25.00	20.00%	\$20.00
Q860000236	CHARGER,BATT.,UV,24VDC	\$703.00	20.00%	\$562.40
Q860000236-01	CHARGER,BATT.,UVIC,24VDC	\$633.00	20.00%	\$506.40
Q8600106C	SIREN CABINET C CHANNEL,ALUM.,MTG. CHANNEL	\$182.00	20.00%	\$145.60
Q8600116A	Disconnect Switch Bracket	\$33.00	20.00%	\$26.40
Q8600118C	BRKT,INTR.SWTCNCNTL.BOXAL	\$41.00	20.00%	\$32.80
Q8600140A	KIT,ACCESS,BATTERY,UVIC	\$65.00	20.00%	\$52.00
Q8600152A	MCP-UVT RETROFIT KIT	\$4,673.00	20.00%	\$3,738.40
Q8600170A	UV Control Sun Shield	\$79.00	20.00%	\$63.20
Q8602103A	SPINNING BASE FOR ECLIPSE	\$472.00	20.00%	\$377.60
Q8602104A	HORN MACHINED FOR ECLIPSE	\$187.00	20.00%	\$149.60
Q8609115A	BRKT.,INTRUSION SWITCH	\$34.00	20.00%	\$27.20
Q861100167-01	BRACKET ASSY.,STROBE LIGHT WEATHER BUG, KIT	\$39.00	20.00%	\$31.20
Q-AMBTOP	ANTENNA MTG BRACKET TOP	\$570.00	20.00%	\$456.00
Q-APX-FCIK	KIT, APX RADIO INTERFACE, FC	\$630.00	20.00%	\$504.00
Q-APX-IK	KIT, APX RADIO INTERFACE, UV	\$630.00	20.00%	\$504.00
Q-DCCHG1	DC Battery charger, 48 Volt Upgrade Kit	\$670.00	20.00%	\$536.00
Q-DCCONVERTER	DC KIT,DC-DC CONVERTER	\$407.00	20.00%	\$325.60
Q-DCFC1-2H	DCFCB 1 TO 2 WAY UPGRADE	\$2,350.00	20.00%	\$1,880.00
Q-DCFC1-2U	DCFCB 1 TO 2 WAY UPGRADE	\$2,350.00	20.00%	\$1,880.00
Q-DC-IP	DC BROADBAND KIT	\$1,196.00	20.00%	\$956.80
Q-FCMH	SERVICE KIT, FC UPGRADE TO FCM HIGH BAND	\$1,889.00	20.00%	\$1,511.20
Q-FCM-MTRBO	FC MOTO TURBO KIT	\$1,300.00	20.00%	\$1,040.00
Q-FCMU	SERVICE KIT, FC UPGRADE TO FCM UHF	\$1,834.00	20.00%	\$1,467.20
Q-FCTBDH-RADIO	VERTEX RADIO UPGRADE FOR	\$1,765.00	20.00%	\$1,412.00

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Q-FCTBDU-RADIO	VERTEX RADIO UPGRADE FOR	\$1,765.00	20.00%	\$1,412.00
Q-FCTCHG	KIT, CHARGER, FCTBD, 12V	\$596.00	20.00%	\$476.80
Q-FCT-IP	FCT BROADBAND KIT	\$967.00	20.00%	\$773.60
Q-LF-6	DC IN LINE NOISE FILTER,VERTEX	\$100.00	20.00%	\$80.00
Q-MC-SATCELL1	MC SAT / CELL UPGD KIT	\$4,754.00	20.00%	\$3,803.20
Q-MOV-KIT	3, 275V VARISTOR	\$16.00	20.00%	\$12.80
Q-MSK-CABLE	INTERFACE CABLE BETWEEN	\$150.00	20.00%	\$120.00
Q-NB	NARROWBAND CONVERSION KIT	\$81.00	20.00%	\$64.80
Q-NX5000-CP	KIT,PANEL,RADIO CONTROL	\$1,494.00	20.00%	\$1,195.20
Q-NX5000-SW	KIT,RADIO PROGRAM,KENWOOD	\$865.00	20.00%	\$692.00
Q-PC-MTRBO	PC Base Station MotoTRBO Kit	\$1,313.00	20.00%	\$1,050.40
QR303008	COAX, LMR400, PER FOOT	\$3.00	20.00%	\$2.40
QR303009A	LMR600 CABLE 50 OHM COAX, PER FOOT	\$5.00	20.00%	\$4.00
QR305081A	24 COND. 14GA CABLE (10 FT. MIN) PER FT.	\$11.00	20.00%	\$8.80
QR305117A	4 COND. 14GA CABLE (10 FT MIN) PER FT.	\$3.00	20.00%	\$2.40
QR305118A	12 COND. 14GA CABLE (10 FT. MIN) PER FT.	\$5.00	20.00%	\$4.00
Q-SS2000-CABLE	INTERFACE CABLE BETWEEN	\$150.00	20.00%	\$120.00
Q-SSPWR	SS2000+ PWR SUPPLY KIT	\$51.00	20.00%	\$40.80
Q-UV400	400W AMP ASSY SERVICE PART	\$773.00	20.00%	\$618.40
Q-UV-CELL3	CELLULAR UPGD KIT, RV50X	\$2,581.00	20.00%	\$2,064.80
Q-UV-CONTROL	UV+ CONTROL PCB (2005698X)	\$1,680.00	20.00%	\$1,344.00
Q-UVCONVERTER	UV KIT, DC-DC CONVERTER	\$392.00	20.00%	\$313.60
Q-UVICBH-RADIO	KIT,UPGRADE,UVICBH	\$1,790.00	20.00%	\$1,432.00
Q-UVICBU-RADIO	KIT,UPGRADE,UVICBU	\$1,790.00	20.00%	\$1,432.00
Q-UVICH-RADIO	VERTEX RADIO UPGRADE FOR	\$1,700.00	20.00%	\$1,360.00
Q-UVIC-IP	UVIC BROADBAND KIT	\$1,026.00	20.00%	\$820.80
Q-UVICU-RADIO	VERTEX RADIO UPGRADE FOR	\$1,700.00	20.00%	\$1,360.00
Q-UV-IP	UV BROADBAND KIT	\$1,026.00	20.00%	\$820.80

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
Q-UV-ISAT2	UV SATELLITE UPGRADE KIT	\$2,075.00	20.00%	\$1,660.00
Q-UV-LL	Landline Kit for UltraVoice Controller	\$965.00	20.00%	\$772.00
Q-UV-MTRBO	MOTO TURBO KIT	\$1,313.00	20.00%	\$1,050.40
Q-UVRI	UV+ CONTROL PCB (205698X-01)	\$1,680.00	20.00%	\$1,344.00
Q-UVRIBH-RADIO	KIT,UPGRADE,UVRIBH	\$1,768.00	20.00%	\$1,414.40
Q-UVRIBU-RADIO	KIT,UPGRADE,UVRIBU	\$1,768.00	20.00%	\$1,414.40
Q-UVRIH-RADIO	VERTEX RADIO UPGRADE FOR	\$1,300.00	20.00%	\$1,040.00
Q-UVRIU-RADIO	VERTEX RADIO UPGRADE FOR	\$1,365.00	20.00%	\$1,092.00
Q-UV-SATCELL3	UV SAT/CELL UPGD KIT	\$2,939.49	20.00%	\$2,351.59
Q-UVTDH-RADIO	Ultravoice Vertex Radio Upgrade	\$1,765.00	20.00%	\$1,412.00
Q-UVTDU-RADIO	Ultravoice Vertex Radio Upgrade	\$1,765.00	20.00%	\$1,412.00
RC2W-120	CNTL, RMT, 120V, W. PROOF	\$795.00	20.00%	\$636.00
RC2W-240	CNTL, RMT, 240V, W. PROOF	\$821.00	20.00%	\$656.80
RC5WA-240	CNTL, RMT, 240V, 3PH, 240V CO	\$859.00	20.00%	\$687.20
RME	ROOF MTG. PLATE, ECLIPSE	\$163.00	20.00%	\$130.40
RP164	ANT,GROUNDING PLANE	\$176.00	20.00%	\$140.80
SFCD10	COMMANDER SOFTWARE, PRGMNG, 10 SITES	\$2,717.00	20.00%	\$2,173.60
SFCD25	COMMANDER SOFTWARE, PRGMNG, 25 SITES	\$6,113.00	20.00%	\$4,890.40
SFCD255	COMMANDER SOFTWARE, PRGMNG, 255 SITES	\$8,935.00	20.00%	\$7,148.00
SFCD512	COMMANDER SOFTWARE, PRGMNG, 512 SITES	\$10,350.00	20.00%	\$8,280.00
SFCD-A	Alert Assist Application Software	\$50,000.00	20.00%	\$40,000.00
SFCDCLNT	COMMANDER TCP/IP CLIENT - 5 SEATS	\$4,389.00	20.00%	\$3,511.20
SFCDCLNT-W	1 YEAR EXTENDED WARRANTY	\$805.00	20.00%	\$644.00
SFCD-T2	Commander Tetra License	\$25,000.00	20.00%	\$20,000.00
SFCDUPI	COMMANDER UPGRADE, SFCDWARE 10 to 25	\$2,926.00	20.00%	\$2,340.80
SFCDUPII	COMMANDER UPGRADE, SFCDWARE 25 to 255	\$2,926.00	20.00%	\$2,340.80
SFCDUPIII	COMMANDER UPGRADE, SFCDWARE 255 to 512	\$3,995.00	20.00%	\$3,196.00
SFCD-VUP10	COMMANDER VERSION, UPGRADE, UP, TO, 10	\$2,000.00	20.00%	\$1,600.00

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
SFCD-VUP25	COMMANDER VERSION, UPGRADE,11 TO 25	\$2,000.00	20.00%	\$1,600.00
SFCD-VUP255	COMMANDER VERSION, UPGRADE, 26 TO 255	\$2,000.00	20.00%	\$1,600.00
SFCD-W10	COMMANDER WARRANTY, UP TO 10 USER	\$747.00	20.00%	\$597.60
SFCD-W25	COMMANDER WARRANTY, 11 TO 25 USER	\$862.00	20.00%	\$689.60
SFCD-W255	COMMANDER WARRANTY, 26 TO 255 USER	\$1,200.00	20.00%	\$960.00
SFCD-W512	COMMANDER WARRANTY, UP TO 512 USER	\$1,875.00	20.00%	\$1,500.00
SK1-120	SENSE KIT, 1-PH, 120VAC	\$143.00	20.00%	\$114.40
SK1-240	SENSE KIT, 1-PH, 240VAC	\$165.00	20.00%	\$132.00
SK3-240	SENSE KIT, 3-PH, 240VAC	\$276.00	20.00%	\$220.80
SK3-480	SENSE KIT, 3-PH, 480VAC	\$298.00	20.00%	\$238.40
SK-3M	CUR SENSE, 3 MOTOR, AC, KIT	\$739.00	20.00%	\$591.20
SK-DCM-C	DC CURRENT SENSOR, CHOPPER	\$193.00	20.00%	\$154.40
SK-DCM-R	DC CURRENT SENSOR,ROTATOR	\$193.00	20.00%	\$154.40
SK-SM	CUR SENSE,1 MOTOR, AC,KIT	\$270.00	20.00%	\$216.00
SS2000+	DIGITAL DTMF CONTROLLER, DESK MOUNT	\$3,667.00	20.00%	\$2,933.60
SS2000+R	DIGITAL DTMF CONTROLLER, RACK MOUNT	\$3,631.00	20.00%	\$2,904.80
SS2000+UK	DESKTOP CONTROLLER - UK	\$3,560.00	20.00%	\$2,848.00
SSLOADER+	SOFTWARE PROG SSLOADER+	\$147.00	20.00%	\$117.60
SSP-MINI-LP-B	MINI LASER PRINTER	\$600.00	20.00%	\$480.00
T-300CK	Connector Kit, 1 per Selectone Speaker	\$50.00	20.00%	\$40.00
TB-LL	TELCO BASE, LAND LINE	\$2,730.00	20.00%	\$2,184.00
TB-REMOTE	TELCO REMOTE	\$1,989.00	20.00%	\$1,591.20
TK-IO-CRTPAY-CU	ADMIN FEE-Prevailing Wage/Certified Payroll/Davis-Bacon Act.	\$1,498.75	20.00%	\$1,199.00
TK-IO-CUSTINS	Install, Custom	Per Quote		Per Quote
TK-PO-BOLTS-PS	Steel Pole Bolts-Ship Separately	\$429.00	20.00%	\$343.20
TK-PO-CUSPOLE	Pole, Custom	Per Quote		Per Quote
TK-PO-GALDBPOL1	Pole Steel Galv Dir Bur Std 50' Length	Per Quote		Per Quote

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
TK-PO-GALDBPOL2	Pole Steel Galv Dir Bur Heavy 50' Length	Per Quote		Per Quote
TK-PO-GALDBPOL3	Pole Steel Galv Dir Bur Heavy 50' Length	Per Quote		Per Quote
TK-PO-GALPMPOL1	Pole Steel Galv Pier Mt Std 40' Length	Per Quote		Per Quote
TK-PO-GALPMPOL2	Pole Steel Galv Pier Mt Heavy 40' Length	Per Quote		Per Quote
TK-PO-PE	Engineering Stamp Service	\$2,875.00	20.00%	\$2,300.00
TK-S-CPSYSOP	Optimization, Configuration and Training, per day	\$2,875.00	20.00%	\$2,300.00
TK-S-CUSTRAIN	Training Services	Per Quote		Per Quote
TK-SD-FCCSYS	FCC Licensing Service	Per Quote		Per Quote
TK-SD-SYSDESIGN	System Design Services	Per Quote		Per Quote
TK-SD-SYSEVAL	System Evaluation Services	Per Quote		Per Quote
TK-S-MOBILIZE	Mobilization/Staging/Storage/Permit Fee	Per Quote		Per Quote
TK-S-PROJMG	Project Management Services	Per Quote		Per Quote
TRC1020B	TEL.RELAY, SPDT	\$321.00	20.00%	\$256.80
UV25ST	AMP ASSY, 68-25V	\$869.00	20.00%	\$695.20
UV400	AMPLIFIER - 400W	\$743.00	20.00%	\$594.40
UVARM	UV AUDIO & RELAY	\$878.00	20.00%	\$702.40
UVIC	CNTL, INDOOR, NO RADIO, 120V	\$5,202.00	20.00%	\$4,161.60
UVIC240	CNTL, INDOOR, NO RADIO, 240V	\$5,525.00	20.00%	\$4,420.00
UVIC25ST	AMP ASSY, STEPDOWN, 70-25V	\$910.00	20.00%	\$728.00
UVIC-B1	CNTL, UVIC-B, 120VAC, NO RADIO	\$5,800.00	20.00%	\$4,640.00
UVIC-B1H	CNTL, UVIC-B, 120VAC, VHF	\$6,950.00	20.00%	\$5,560.00
UVIC-B1IP	CNTL, UVIC-B,120VAC,IP-ENABLED	\$6,050.00	20.00%	\$4,840.00
UVIC-B1U	CNTL, UVIC-B, 120VAC, UHF	\$6,950.00	20.00%	\$5,560.00
UVIC-B2	CNTL, UVIC-B, 240VAC, NO RADIO	\$5,800.00	20.00%	\$4,640.00
UVIC-B2H	CNTL, UVIC-B, 240VAC, VHF	\$6,950.00	20.00%	\$5,560.00
UVIC-B2IP	CNTL, UVIC-B,240VAC,IP-ENABLED	\$6,050.00	20.00%	\$4,840.00
UVIC-B2U	CNTL, UVIC-B, 240VAC, UHF	\$6,950.00	20.00%	\$5,560.00

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
UVICH	CNTL, INDOOR, HI BND, 120V	\$6,717.00	20.00%	\$5,373.60
UVIC-IP	CNTL, INDOOR, IP ENABLED	\$5,264.00	20.00%	\$4,211.20
UVIC-LL	CNTL, INDOOR, LAND LINE	\$5,868.00	20.00%	\$4,694.40
UVICU	CNTL, INDOOR, UHF,120V	\$6,717.00	20.00%	\$5,373.60
UVLOC	UV LOCAL OPERATION CONSOL	\$646.00	20.00%	\$516.80
UVLOC-B	UV LOCAL OPERATION CONSOL	\$646.00	20.00%	\$516.80
UVLOC-IM	UVLOC INTERFACE MODULE	\$451.00	20.00%	\$360.80
UVRI	CNTL, REMOTE INTERFACE, NO RADIO	\$3,145.00	20.00%	\$2,516.00
UVRI-B	INDOOR CNTL,REMOTE INTERFACE,NO RADIO	\$2,999.00	20.00%	\$2,399.20
UVRI-B100	INDOOR CNTL,REMOTE INTERFACE, 100AMP, NO RADIO	\$3,499.00	20.00%	\$2,799.20
UVRI-BH	INDOOR CNTL,REMOTE INTERFCE,VHF RADIO	\$4,102.00	20.00%	\$3,281.60
UVRI-BH100	INDOOR CNTL,REMOTE INTERFCE, 100AMP,VHF RADIO	\$4,390.00	20.00%	\$3,512.00
UVRI-BU	INDOOR CNTL,REMOTE INTERFCE,UHF RADIO	\$4,102.00	20.00%	\$3,281.60
UVRI-BU100	INDOOR CNTL,REMOTE INTERFCE, 100AMP,UHF RADIO	\$4,390.00	20.00%	\$3,512.00
UVRIH	CNTL, REMOTE INTERFACE, HIGH BAND	\$4,117.00	20.00%	\$3,293.60
UVRI-IP	CNTL, REMOTE INTERFACE, IP ENABLED	\$3,715.00	20.00%	\$2,972.00
UVRI-LL	CNTL, REMOTE INTERFACE, LANDLINE	\$3,432.00	20.00%	\$2,745.60
UVRIU	CNTL, REMOTE INTERFACE, UHF	\$4,117.00	20.00%	\$3,293.60
UVTD	DIGITAL, 2-WAY, NO RADIO	\$5,490.00	20.00%	\$4,392.00
UVTD240	DIGITAL, 2-WAY, NO RADIO	\$5,864.00	20.00%	\$4,691.20
UVTDH	DIGITAL, 2-WAY, HI BND, 120V	\$6,907.00	20.00%	\$5,525.60
UVTD-IP	DIGITAL, 2-WAY, IP ENABLED	\$5,864.00	20.00%	\$4,691.20
UVTD-LL	DIGITAL, 2-WAY, LAND LINE	\$6,741.00	20.00%	\$5,392.80
UVTDU	DIGITAL, 2-WAY,UHF, 120V	\$6,907.00	20.00%	\$5,525.60
UVTRACDC	XFRMR/RECTIFIER,UV PWR SUPPLY,	\$5,100.00	20.00%	\$4,080.00
X-IK501-POL-50	Pole, Concrete, Direct Burial, Standard, 50' Total Ht.	Per Quote		Per Quote

PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
X-PC-22	DESKTOP PC WITH WIN W/ 22" MONITOR	\$3,300.00	20.00%	\$2,640.00
X-PCIO	PC I/O w/DIN and Enclosure	\$1,550.00	20.00%	\$1,240.00
X-PCLAPW7PRO	LAPTOP WITH WINDOWS 10 PRO	\$3,300.00	20.00%	\$2,640.00
X-PCMIC-USB	USB Microphone	\$75.00	20.00%	\$60.00
X-PCS-22	SERVER WITH 22" MONITOR	\$5,650.00	20.00%	\$4,520.00
X-PCS-22T	SERVER WITH 22" TOUCH MONITOR	\$6,000.00	20.00%	\$4,800.00
X-PCSR2	Rack Mount Server w/OS	\$5,500.00	20.00%	\$4,400.00
X-UPS	SMART UPS 120 VOLT	\$1,591.00	20.00%	\$1,272.80
X-UPS240	SMART UPS 240 VOLT	\$1,460.00	20.00%	\$1,168.00
X-USB-IO	USB I/O	\$1,641.00	20.00%	\$1,312.80
X-USBMIC-1	USB MICROPHONE	\$320.00	20.00%	\$256.00
YAGI1	ANTENNA, 136-150 MHz, VHF B	\$402.00	20.00%	\$321.60
YAGI10	ANTENNA, 450-470 MHz, UHF B	\$402.00	20.00%	\$321.60
YAGI13	ANTENNA, 806-896 MHz, BAND	\$402.00	20.00%	\$321.60
YAGI2	ANTENNA, 150-174 MHz, VHF B	\$402.00	20.00%	\$321.60

VALUE-ADD				
PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
COMMANDER1-E	COMMANDERONE ANNUAL SUB ENTERPRISE	Per Quote		Per Quote
COMMANDER1-EM	COMMANDERONE ANNUAL SUB W MESSAGING	Per Quote		Per Quote
COMMANDER1-P	COMMANDERONE ANNUAL SUB PROFESSIONAL	\$10,000.00	20.00%	\$8,000.00
COMMANDER1-PM	COMMANDERONE ANNUAL SUB W MESSAGING	Per Quote		Per Quote
COMMANDER1-S	COMMANDERONE ANNUAL SUB STANDARD	\$5,000.00	20.00%	\$4,000.00
COMMANDER1-SM	COMMANDERONE ANNUAL SUB W MESSAGING	\$7,500.00	20.00%	\$6,000.00

SECTION TEN: OFFER OF VALUE-ADDED PRODUCTS AND/OR SERVICES

Federal Signal has in its product line a Cloud based Commander One software that receives information from Accuweather, allowing for Polygon activations of sirens. This allows large county/city or state system to be activated via regions. This allows warning of public in areas effected, instead of warning areas not effected by weather.

VALUE-ADD				
PARTS	DESCRIPTION	TRADE NET	Discount	OMES Price
COMMANDER1-E	COMMANDERONE ANNUAL SUB ENTERPRISE	Per Quote		Per Quote
COMMANDER1-EM	COMMANDERONE ANNUAL SUB W MESSAGING	Per Quote		Per Quote
COMMANDER1-P	COMMANDERONE ANNUAL SUB PROFESSIONAL	\$10,000.00	20.00%	\$8,000.00
COMMANDER1-PM	COMMANDERONE ANNUAL SUB W MESSAGING	Per Quote		Per Quote
COMMANDER1-S	COMMANDERONE ANNUAL SUB STANDARD	\$5,000.00	20.00%	\$4,000.00
COMMANDER1-SM	COMMANDERONE ANNUAL SUB W MESSAGING	\$7,500.00	20.00%	\$6,000.00

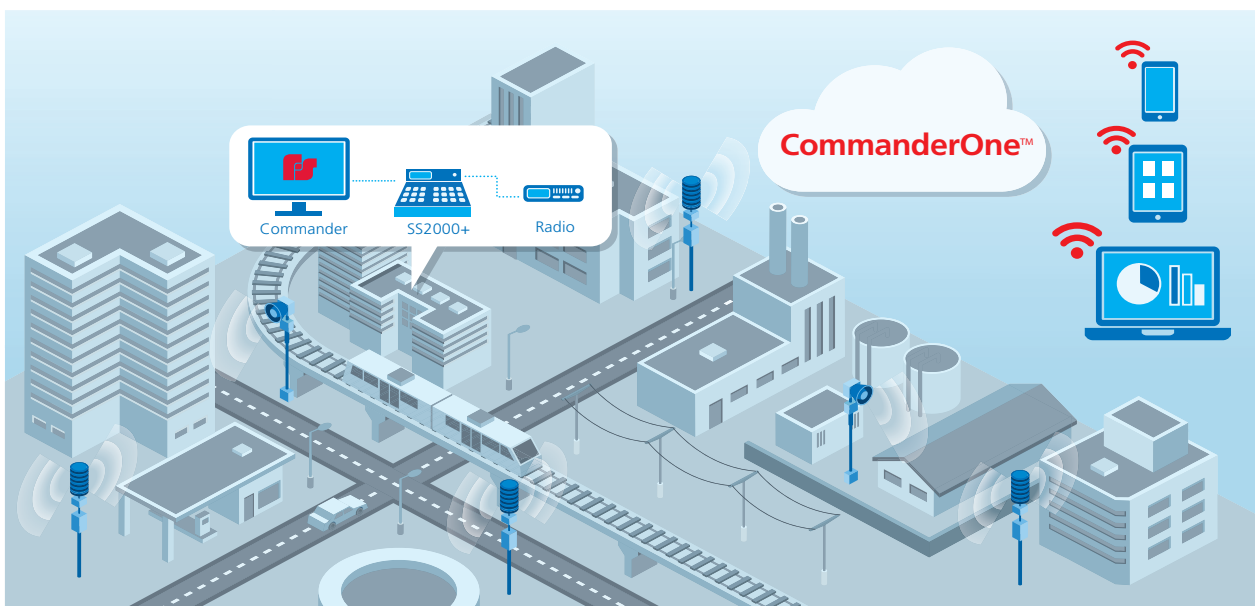
Product Information is located after this page.

► CommanderOne®

Cloud-Based Control for Warning Systems

CommanderOne® is the latest innovation that allows you to connect with your most critical asset anytime, anywhere. The CommanderOne cloud-based platform enables you to monitor and control your warning sirens from any desktop or mobile device. It offers real-time data with actionable insights, enabling you to make important decisions quickly.

We understand that replacing a legacy infrastructure with new smart devices may be cost prohibitive, therefore, CommanderOne leverages your existing Federal Signal warning system and makes it smarter. With its simple dashboard and intuitive interface, CommanderOne is designed to make your mission successful in critical moments. CommanderOne is easily integrated with your existing Commander On-premise system. CommanderOne communicates with your system through a secure network communications interface. As changes occur with the On-Premise system those changes are mirrored on the cloud-based control system. Siren activation and monitoring can occur from anywhere from virtually any device. The map interface provides status indications with manual activations or user-defined polygons. Automatic or semi-automatic weather based polygons siren activation is available for all CommanderOne users.



User Experience – The Intuitive Interface is simple to set up, always up-to-date, and connects to your on-premise Commander control system.

Map-based Activation – Location of sirens and their status is critical. Use the geo-intelligent interface to see an overview of your system.

Desktop Freedom – Access your system from any computer connected to the internet.

Mobile – A user-friendly app for iOS and Android. It has a web-based console with a mobile responsive GUI.

Security – We understand that security is your top priority. CommanderOne utilizes IPSEC over SSL with a multi-layered authentication mechanism.

Weather Activation – All CommanderOne systems will have access to activate sirens based on weather-based polygons.

Auto-Sync Hotkeys – No need to keep multiple locations synchronized, your Hotkey activation settings are automatically created in CommanderOne.

Messaging – Keep in contact with employees and first responders via email, SMS, and voice. Create on the fly messages or templates to streamline your workflow.

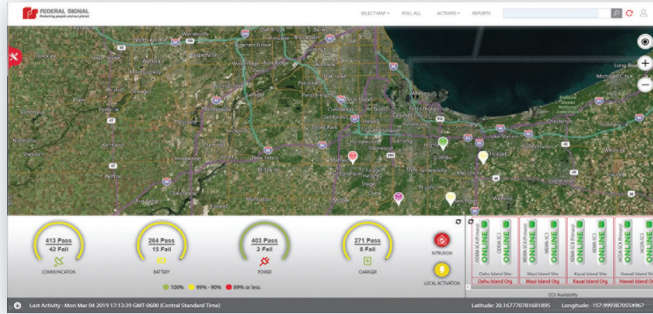
Scalability – CommanderOne platform is scalable from a few devices to hundreds of devices. It leverages a global network of data centers to maintain availability while securing your data.

CommanderOne® Cloud-Based Control for Your Warning Systems

Desktop and Mobile

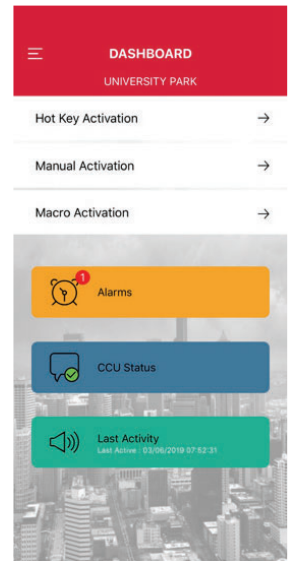
Desktop

The dashboard is designed to give you the status of the system in seconds. It utilizes Bing Maps, and its responsive design enables colored icons to reflect the status of each site and control point. Each status monitor is color-coded to quickly gain insight about your system.



Mobile

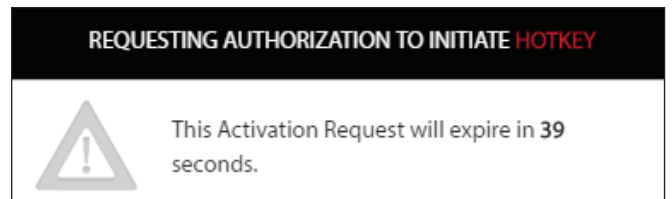
Native iOS and Android apps let you control and monitor your system from virtually anywhere. It shows all the alarms by a single click. Just like other apps, the system can be refreshed with a slide of a finger.



Security

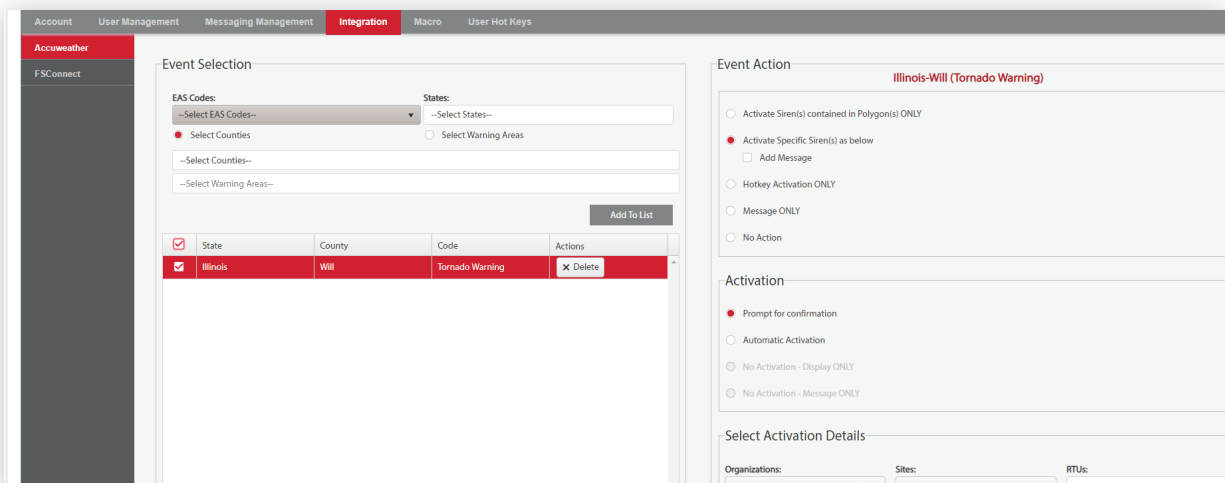
CommanderOne is secure by design. We use One Time Passwords, Token-Based Security and industry standard SSL to secure your communications.

Our new Multi-User Authentication takes security to the next level by allowing you to configure Hotkeys, Macros or Functions with an authorization level, which require varying levels of authorization: from simple passwords to app-based authentication. This means that you can set-up CommanderOne so that no one activates a function without another person verifying that activation, like two people needing their keys turned at the same time to open a locked door.



Weather

CommanderOne Accuweather® brings automatic and prompted activation based on weather events. Using a simple 'if this then that' interface, you choose them from events, such as a 911 telephone outage to a Winter Weather Advisory and the actions associated with them. From the Accuweather interface, you can send a simple message to your staff when watches are posted in surrounding counties, or activate the sirens when National Weather Service posts a Tornado Warning.



CommanderOne® Cloud-Based Control for Your Warning Systems

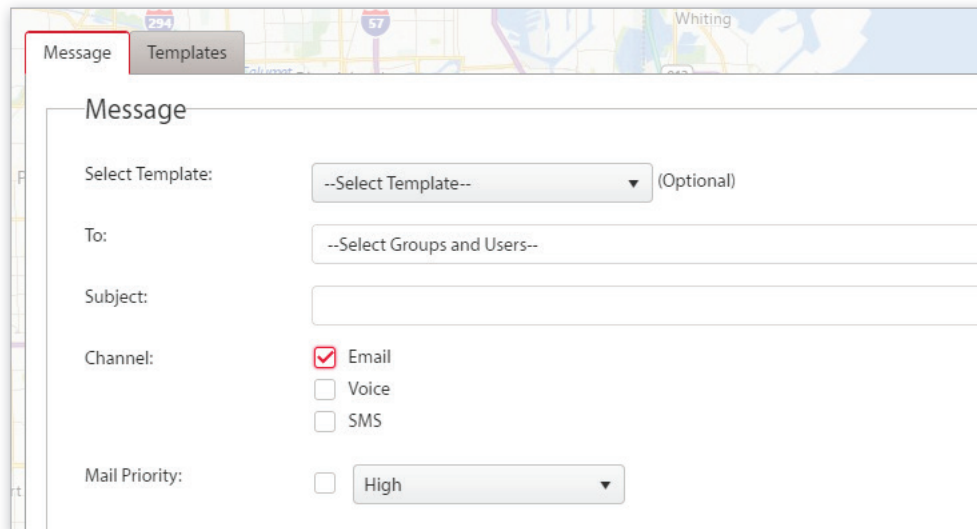
Messaging

CommanderOne Messaging is a new addition to the CommanderOne Cloud-Based Control system. Messaging adds the ability to quickly and easily contact your employees using our CommanderOne activation systems, either via the web or mobile app, on your smartphone.

Messaging allows users to create templates, ad-hoc messages and even dynamically add phone numbers or emails at the time of message creation. Utilizing CommanderOne macros, you can activate a siren Hotkey and at the same time, a messaging template. Templates allow for operators to create scenarios ahead of time, adding all users and information in a ready-to-go, one-button activation.

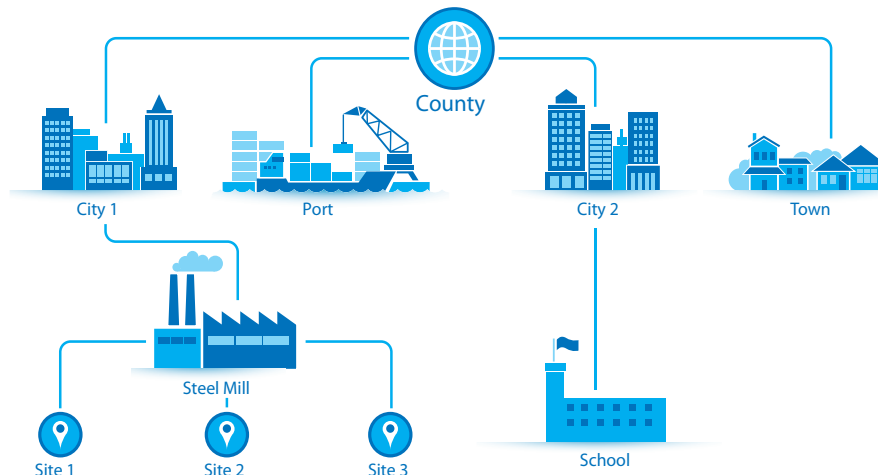
Messaging add-on is designed around you and your first responders, by keeping it simple and easy for you to message your crew while activating the sirens. With simple, easy to understand plans, administrators can add messaging to their existing CommanderOne systems or simply purchase a new CommanderOne plan with Messaging.

Messaging builds upon the strengths of the CommanderOne platform and can allow administrators to send out operational alerts and automated messages the moment NOAA issues alerts.



The screenshot shows the 'Message' tab in the CommanderOne interface. It features a map at the top with location markers. Below the map, the 'Message' form includes a 'Select Template' dropdown menu with the option '--Select Template--' and a '(Optional)' label. The 'To:' field has a dropdown menu with the option '--Select Groups and Users--'. The 'Subject:' field is a text input. The 'Channel:' section has three radio buttons: 'Email' (checked), 'Voice', and 'SMS'. The 'Mail Priority:' section has a dropdown menu with the option 'High'.

Scalable Centralized Command and Control



CommanderOne is designed for a centralized command and control by managing disparate systems. Whether you have one site or multiple sites, you need a single dashboard to monitor and manage your network.

Select CommanderOne with Messaging Model for Annual Subscription

	Standard	Professional	Enterprise
Model Number*	COMMANDER1-SM	COMMANDER1-PM	COMMANDER1-EM
Messaging Included	Yes	Yes	Yes
Number of Seats	5	20	Per quote
Number of Organizations	1	2-5	5+
Messaging Users	200	500	1,000
Messages Per Month	2,500	5,000	10,000
Accuweather included	Yes	Yes	Yes
In Release Commander Upgrade	Yes	Yes	Yes

*Includes Remote Implementation Support. For on-site support and training, contact your Federal Signal representative for a quote.

Select CommanderOne Model for Annual Subscription

	Standard	Professional	Enterprise
Model Number*	COMMANDER1-S	COMMANDER1-P	COMMANDER1-E
Number of Seats	5	20	Per quote
Number of Organizations	1	2-5	5+
Accuweather included	Yes	Yes	Yes
In Release Commander Upgrade	Yes	Yes	Yes

*Includes Remote Implementation Support. For on-site support and training, contact your Federal Signal representative for a quote.

CommanderOne is a registered trademark of Federal Signal Corporation.
Accuweather is a registered trademark of AccuWeather, Inc.

CommanderOne®

CommanderOne is...

An easy to use web and app-based front end to traditional premise-based Commander system.



FEDERAL SIGNAL
Safety and Security Systems

CommanderOne is...

A way to control a single system
or multiple systems all from one
interface..



FEDERAL SIGNAL
Safety and Security Systems

Freedom

Activate from anywhere.

Browser based or app based control.



FEDERAL SIGNAL
Safety and Security Systems

Flexibility

Works with existing Commander architecture.

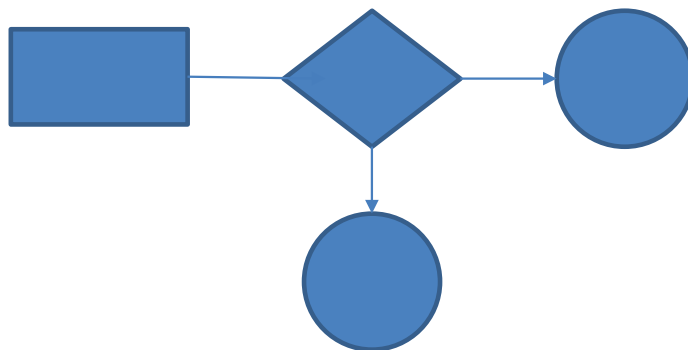
RF, Satellite, Cellular and IP.

Internet Access Required.

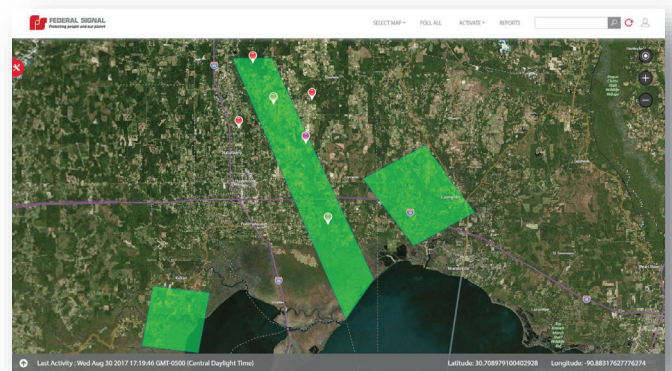


Automation

Make siren activation automatic from weather events. Let CommanderOne activate for you. You choose the 'if-this-then-that' scenario. Keep a human in the loop if you want to.

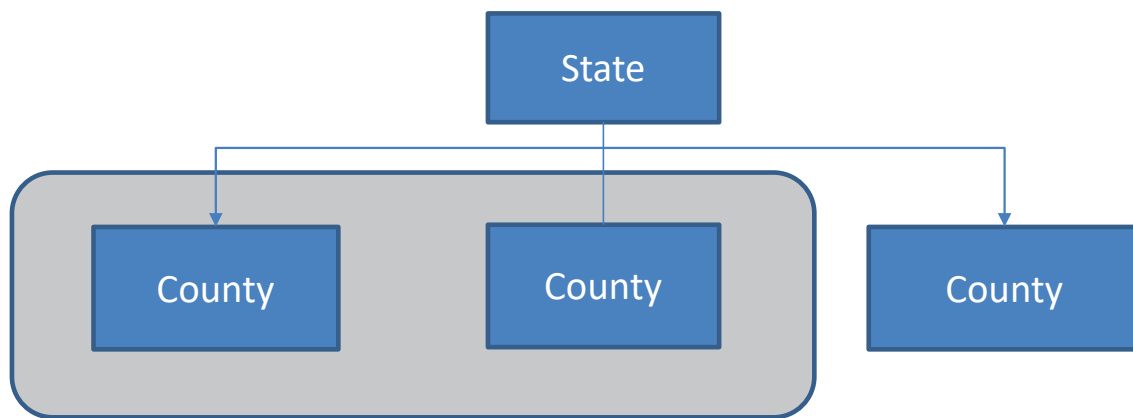


- Activate Sirens via **NOAA issued Polygons**
 - Only licensed user of patented technology from AccuWeather
 - Eliminates complacency to react to Activated Sirens
- **Predetermine actions** for every EAS code
 - Customizable by location and type of notification
- Mass notification via **Email or SMS text message**
 - Customizable by code type



Consolidation

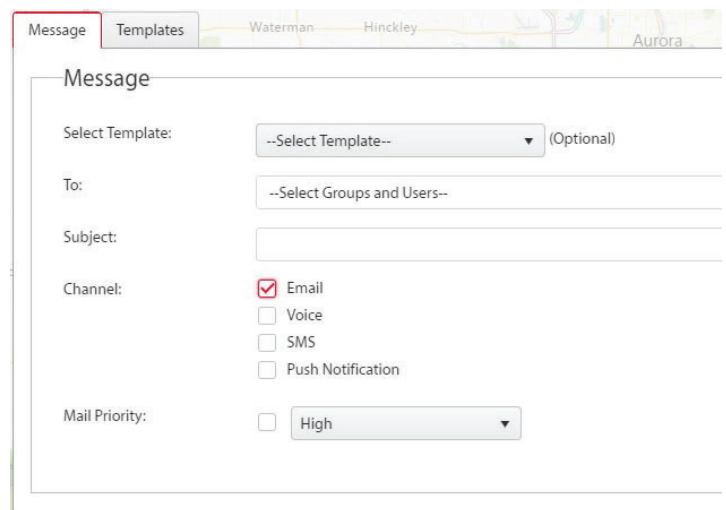
Group sites together and manage from one console. Enable regional command and control. Manage your siren sites you do your network. Activate one county, or several or the state.



FEDERAL SIGNAL
Safety and Security Systems

Messaging

- Email
- SMS
- Push Notification
- Template and Ad-Hoc Alerts
- Weather integration
- Add-On to CommanderOne
 - Commander1-SM, -PM, -EM



The screenshot displays a web-based messaging interface. At the top, there are tabs for 'Message' and 'Templates'. Below the tabs is a map showing a route between 'Waterman', 'Hinckley', and 'Aurora'. The main form is titled 'Message' and contains the following fields:

- Select Template:** A dropdown menu with the text '--Select Template--' and a small downward arrow, followed by the word '(Optional)'.
- To:** A text input field with the placeholder text '--Select Groups and Users--'.
- Subject:** A text input field.
- Channel:** A section with four radio button options:
 - ☒ Email
 - ☐ Voice
 - ☐ SMS
 - ☐ Push Notification
- Mail Priority:** A dropdown menu with the text 'High' and a small downward arrow.



FEDERAL SIGNAL
Safety and Security Systems

SECURITY

1. Design and operational security
 - We take an “Assume Breach” stance to security
2. Encryption
 - Uses industry standard TLS protocol.
3. Identity and access management
 - Device specific, time limited, token based identity management.
4. Security development lifecycle
 - Uses Microsoft’s Azure Security development lifecycle.
5. Security verification
 - External auditing and testing on regular basis.



FEDERAL SIGNAL
Safety and Security Systems

**Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH FEDERAL SIGNAL CORPORATION
RESULTING FROM STATEWIDE CONTRACT NO. 0404**

The Terms and Conditions are hereby amended as set forth below and supersedes all prior documents submitted by Federal Signal Corporation or discussed by the parties

TERMS AND CONDITIONS OF SALE (Goods and Services)

These Terms and Conditions are a Contract Document in connection with Statewide Contract No. 0404 ("Contract") between Federal Signal Corporation and The State of Oklahoma, by and through the Office of Management and Enterprise Services ("State"), on behalf of "Buyer" as defined below.

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale and all terms of the Contract. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

EFFECTIVE DATE; CANCELLATION. An order off the Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller unless termination is otherwise allowed in the Contract.

3. PRICE AND PAYMENT TERMS. If the order is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges.

4. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

5. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice. Parties expressly acknowledge that State and all Buyers are tax exempt.

6. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would

Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Each 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. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Buyer may terminate a purchase order if Seller cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Buyer.

Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Seller's systems or any of Seller's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Seller's systems; or (b) the delay or failure of Seller or subcontractor personnel to perform any obligation of Seller hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Seller's confidentiality, indemnification or data security and breach notification obligations set forth herein.

7. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

8. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

9. LIMITED WARRANTY.

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

- A. **Goods.** Subject to the foregoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.
- B. **Services** Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

10. REMEDIES AND LIMITATIONS OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk. Notwithstanding anything to the contrary in the Contract, the foregoing provisions of the Section shall not apply to or limit damages, expenses, costs, actions, claims and liabilities arising from or related to property damage, bodily injury or death caused by Seller; the indemnification obligations set forth in this Contract; Seller's confidentiality obligations set forth in this Contract; data security and breach notification obligations set forth in the Contract; the bad faith, gross negligence or intentional misconduct of Seller or its employees agents and subcontractors; or other acts for which applicable law does not allow exemption from liability.

11. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.**

12. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

13. EXPORT REGULATIONS. Both parties agree to comply fully with all laws and regulations concerning the export of Goods from the United States.

14. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
- B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
- E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation.
- F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.
- G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.
- I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.
- J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.
- K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

15. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation. These damages shall be limited to the purchase price of the goods or services.).

16. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

17. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

18. NOTICES. All notices and claims in connection with the Contract must be in writing.

19. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Oklahoma. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state courts in Oklahoma County, Oklahoma. Whenever a term defined by the Uniform Commercial Code as adopted in Oklahoma is used in these standard terms, the definition contained in said Uniform Commercial Code is to control.

20. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

**Attachment E-2 to
STATE OF OKLAHOMA CONTRACT WITH FEDERAL SIGNAL CORPORATION
RESULTING FROM STATEWIDE CONTRACT NO. 0404**

The Limited Warranty Terms and Conditions are hereby amended as set forth below and supersedes all prior documents submitted by Federal Signal Corporation or discussed by the parties.

LIMITED WARRANTY TERMS AND CONDITIONS
Effective January 13, 2020

These Limited Warranty Terms and Conditions are a Contract Document between Federal Signal Corporation and the State of Oklahoma, by and through the Office of Management and Enterprise Services ("State") on behalf of "Buyer" as defined in Attachment E.

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document..

SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished or specified by the Buyer or end user.

During the aforesaid warranty period, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship, or refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or

improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED.

UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, THE FOREGOING PROVISIONS OF THE SECTION SHALL NOT APPLY TO OR LIMIT DAMAGES, EXPENSES, COSTS, ACTIONS, CLAIMS AND LIABILITIES ARISING FROM OR RELATED TO PROPERTY DAMAGE, BODILY INJURY OR DEATH CAUSED BY SELLER; THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS CONTRACT; SELLER'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS CONTRACT; DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS SET FORTH IN THE CONTRACT; THE BAD FAITH, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SELLER OR ITS EMPLOYEES AGENTS AND SUBCONTRACTORS; OR OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY.

LIMITED WARRANTY – Schedule of Products

LIMITED WARRANTY— schedule of products

Effective January 13, 2020

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
AUDIBLE		
Speakers	2 years	1 year
Platinum 3000 Series	5 years	5 years
Pathfinder	5 years	5 years
LED PRODUCTS		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
LED rotating light assemblies from all light bars and beacons	5 years	5 years
MicroPulse LED lights	3 years	3 years
MB1 LED Message Board	3 years	3 years
Commander Series Flex	2 years	2 years
COM550	3 years	3 years
4200S	3 years	3 years
STROBE PRODUCTS		
Strobe flash tubes	1 year	1 year
951 strobe beacons	5 years	1 year
651/851 strobe beacons	5 years	1 year
US5, US6, and US7 UltraStar	5 years	1 year
OTHER PRODUCTS		
Halogen Rotating Light assemblies from all light bars	5 years	1 year
All halogen rotating beacons and mini-light bars, except Sentinel	5 years	1 year
Littlite Map lights	5 year warranty on LED components Limited lifetime warranty on mechanical components	5 year warranty on LED components Limited lifetime warranty on mechanical components
SWM Interceptor Switch Modules	1 year	1 year
CAM Reverse Camera/Monitor Systems	3 years	3 years
Stinger Spike Systems	5 years	5 years
PBX Series	3 years	3 years
Perimeter Light Programmer	1 year	1 year
DOT Flasher	3 years	3 years
Atkinson Dynamics Intercoms	2 years	1 year
Note: Domes, lenses, lamps, and batteries are NOT covered under warranty.		

LIMITED WARRANTY – Schedule of Products

Federal Signal Corporation - Integrated Systems Division

PRODUCT*	WARRANTY PERIOD FOR PARTS REPLACEMENT AND FACTORY PERFORMED LABOR**
Mechanical Sirens	5 years parts and labor from date of delivery, return to factory for service
2001-130 / 508-128 / Equinox	
Eclipse8 / Model 2	
ELECTRONIC SIRENS	
MOD1004B / MOD2008B / MOD3012B	2 years parts and labor from date of delivery, return to factory for service
MOD4016B / MOD5020B / MOD6024B	
MOD8032B	
DSA2/3/4/5/6	
CONTROLLERS	
SS2000+	2 years parts and labor from date of delivery, return to factory for service
FC Controllers	
DCFCTBD Controllers	
UV / UVRI/UVIC Controllers	
SIGNALING DEVICES	
Beacons / Speakers / Sounders	5 years parts and labor from date of delivery, return to factory for service
ECHO Intercoms	
SelecTone Controllers	
AudioMaster products	
Atkinson products	2 years parts and labor from date of delivery, return to factory for service
MISCELLANEOUS	
IP Informers / Radio Informers	1 year parts and labor from date of delivery, return to factory for service
SignalTech – Beacons, Sounders, Strobes	
FT400BX	
OEM PRODUCTS (SUCH AS)	
PC Equipment	Federal Signal utilizes the original manufacturer’s warranty
Field Devices	
Security and LPR products	
UPS systems	
PABX Systems	
PAGA	
PAGA	18 months from shipment or 12 months from commissioning/system field acceptance whichever is sooner covering parts and labor, return to factory for service.
SOFTWARE	
Commander (SFCD-XX)	Free from defects for 12 months from date of acceptance, Software Maintenance Agreements available
SmartMsg	
*Federal Signal Offers extended warranties and software maintenance agreements – contact Federal Signal for further information	
**On-site services not included	
*** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded	
When Federal Signal has provided a turn-key installation including optimization and/or com-missioning services, Federal Signal will provide on-site warranty service during the first 60-days after completion of the installation.	

**Attachment F to
STATE OF OKLAHOMA CONTRACT WITH FEDERAL SIGNAL CORPORATION
RESULTING FROM STATEWIDE CONTRACT NO. 404**

Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by **Federal Signal Corporation** or discussed by the parties.

RFP Section	Exception
A. General Terms, Ordering, Inspection and Acceptance Section 6.3	<p>Section 6.3 of Attachment B, General Terms is deleted in its entirety and replaced with the following:</p> <p>6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.</p>