



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH METRASENS INC.

This State of Oklahoma Statewide Contract 0243 for Security Screening Equipment & Services ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Metrasens, Inc. ("Supplier") and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for 1 year with four (4) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the provision of security screening equipment & services to all Oklahoma state agencies and interlocal entities, as more particularly described in certain Contract Documents. Supplier submitted additional terms. This Contract memorializes the agreement of the parties with respect to the negotiated terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. Non-negotiable terms, Attachment A-1;
 - 2.3. General Terms, Attachment B;
 - 2.4. Statewide Contract Terms, Attachment C;
 - 2.5. Reserved, Attachment D;
 - 2.6. Requirements, Attachment E-1
 - 2.7. Pricing, Attachment E-2.
 - 2.8. Additional Terms, Attachment E-3
3. 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

METRASENS INC.

**by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES:**

By: 
Amanda Otis (Oct 23, 2024 08:43 CDT)

By: 
Simon Goodyear (Oct 22, 2024 22:28 GMT+1)

Name: Amanda Otis

Name: .Dr Simon Goodyear

Title: State Purchasing Director

Title: CEO

Date: Oct 23, 2024

Date: Oct 22, 2024

ATTACHMENT A

Security Screening Equipment & Services

Solicitation No. EV00000487

Statewide Contract No. SW0243

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.

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.

PURPOSE

The Oklahoma Office of Management and Enterprise Services (OMES) Central Purchasing Division is seeking responses from potential Suppliers to provide a contract for the purchase to provide Security Screening Equipment & Services to all Oklahoma state agencies and interlocal entities. The Contract is awarded as a Non- Mandatory Statewide contract.

SCOPE

OMES wishes to contract for various types of Security Screening Equipment & Services, this includes products, supplies, equipment, services, maintenance, and inspections etc.to ensure Oklahoma remains in compliance with various state and federal requirements.

1. Contract Term and Renewal Options:

- 1.1. 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.
- 1.2. Statewide Contracts are moving to an annual auto-renewal format, instead of manual renewals. No annual renewal notices will be supplied by the State. This does not change any substantive terms and conditions of the executed Contract or any previously executed Amendments. Should either party decline to renew the Contract, a written termination notice shall be sent at least 30 days prior to the end of the Contract term.

ATTACHMENT A

2. Contract Specifications

- 2.1. Certain Contract requirements and terms are attached hereto as Exhibit 1 and incorporated herein.

3. Solicitation Criterion:

3.1. The Bid will be evaluated using a best value criterion, based on the following:

- i. Technical response (Exhibit#1)
- ii. Price (Exhibit#2)

ATTACHMENT A-1

STATE OF OKLAHOMA LOCKDOWN GENERAL TERMS

This State of Oklahoma Lockdown General Terms (“Lockdown General Terms”) is a Contract in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma. The terms contained in this document are not negotiable.

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

1 Scope and Contract Renewal

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

- 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

- 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 a proper purchase order has been issued.
- 2.2 Any Contract document shall be legibly written in ink or typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract documents

- 3.1 The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.
- 3.3 Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this

Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

- 3.5** To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4 Pricing

- 4.1** 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.
- 4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 4.3** 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
- 4.4** 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
- 4.5** Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is

reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

5 Invoices and Payments

5.1 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. This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

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 30 days, but shall not be deemed late until 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.** If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

6 Oklahoma 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. 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) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

7 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees 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.

8 State Shall Not Indemnify

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

9 Indemnification Coordination of Defense

9.1 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.

10 Termination for Funding Insufficiency

10.1 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.

10.2 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.

10.3 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.

11 Suspension of Supplier

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.

12 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.

13 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.

14 Notices

All notices, approvals or requests allowed or required by the terms of any Contract 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. Notice information may be updated in writing to the other party as necessary.

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 email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

15 Miscellaneous

15.1 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 of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

15.2 Employment Relationship

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

15.3 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.

15.4 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.

15.5 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.

15.6 Section Headings

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

15.7 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; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

15.8 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.

15.9 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its authorized employee, agent, or another representative acting within the scope of their authority 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.

15.10 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 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 Contract Order of Priority

- 1.1** Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:
- A.** any Amendment;
 - B.** terms contained in this Contract document.
 - C.** any Contract-specific State terms contained in a Contract document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D.** any applicable Solicitation;
 - E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation, Contract or applicable law;
 - F.** any statement of work, work order, or other mutually agreed Contract documents.
- 1.2** If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

2 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:

- 2.1 **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.
- 2.2 **Amendment** means any mutually executed, written modification to a Contract document or a written change, addition, correction or revision to a Solicitation.
- 2.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 2.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 2.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 2.6 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 2.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 2.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 2.9 **Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity
- 2.10 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 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.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 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.

3 Additional Pricing

- 3.1** 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.
- 3.2** Supplier shall have no right of setoff.
- 3.3** 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.

4 Ordering, Inspection, and Acceptance

- 4.1** 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.
- 4.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

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

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

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

- 4.3 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.
- 4.4 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.

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

- 5.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

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

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D.** If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- E.** Additional coverage required in writing in connection with a particular Acquisition.

5.2 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.

5.3 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.

6 Compliance with Applicable Laws

6.1 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.

- 6.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at <http://www.dhs.gov/E-Verify>. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 6.4** In addition to compliance under subsection 6.1 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.
- 6.5** 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.
- 6.6** 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.
- 6.7** 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.
- 6.8** 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.

- 6.9** 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.
- 6.10** 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.

7 Audits and Records Clause

- 7.1** 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.
- 7.2** 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.
- 7.3** 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.
- 7.4** 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.

8 Confidentiality

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.

- 8.4** 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.
- 8.5** 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.
- 8.6** 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.

9 Assignment and Permitted Subcontractors

- 9.1** 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.
- 9.2** 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.

- 9.3** 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.
- 9.4** 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.
- 9.5** 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.

10 Background Checks and Criminal History Investigations

Prior to the commencement of any services, performance of background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required. If required, the Supplier agree to provide the State with a description of the background check process to include any vendor's

used to gather information. Supplier will further attest that each employee and subcontractor providing services has passed the back ground check. 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 verification of 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.

11 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.

12 Indemnification

12.1 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.

12.2 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.

12.3 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 and where applicable the Attorney General of Oklahoma, 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.

12.4 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.

13 Termination for Cause

- 13.1** 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.
- 13.2** 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.
- 13.3** 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.
- 13.4** 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 260:115-9-1 is an example.

14 Termination for Convenience

- 14.1** 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.
- 14.2** 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.

15 Suspension of Supplier

- 15.1** 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.
- 15.2** 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.

- 15.3** 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.

16 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.

17 Force Majeure

- 17.1** 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.

- 17.2** 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.

- 17.3** 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.

18 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.

19 Miscellaneous

19.1 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.

19.2 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.

19.3 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.

19.4 Entire Agreement

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. 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 certifications, including any completed electronically, are incorporated by reference into the Contract.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental 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 Amendments

- 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 Amendment 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 Amendment 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

All terms in this Contract relating to termination flow through to the Customer. A customer may terminate for funding insufficiency, cause or convenience any order or agreement made pursuant to this Contract. The termination must be done according to terms set forth in this Contract.

4. 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.

5. Contract Management Fee and Usage Report

5.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, 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 Amendment.

5.2 While Supplier is the awardee of a statewide contract, transactions 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.

5.3 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 transactions 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.
 - e. Reports must include the following information:
 - f. Procuring entity;
 - g. Order date;
 - h. Purchase Order number or note that the transaction was paid by Purchase Card;
 - i. City in which products or services were received or specific office or subdivision title;
 - j. Product manufacturer or type of service;
 - k. Manufacturer item number, if applicable;
 - l. Product description;
 - m. General product category, if applicable;
 - n. Quantity;
 - o. Unit list price or MSRP, as applicable;
 - p. Unit price charged to the purchasing entity; and
 - q. Other Contract usage information requested by the State.

- 5.4** Payment of the contract management fee shall be delivered to the address below, or by setting up ACH. Payments must be received within forty-five (45) calendar days after the end of each quarterly reporting period.

Office of Management and Enterprise Services
P.O. Box 248984
Oklahoma City, Oklahoma 73124-8984

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

Intentionally left blank.

Supplier Name: Metrasens Inc.

Instructions for Mandatory Equipment only.

Enter description/part number starting with line 6, Column B, replace the current description with your products description/part number, if needed replaced only.
Enter the cost for each line item's cost/list price, quantity, discount off list and the total amount for the line. If you are submitting an equivalent product provide the description in column H.
This is for comparison purposes.

Change quantity, column D, to zero (0) if there is no charge or if you are not including this in your response. If not including, enter in the description that you are "not providing and decline" in writing.

Section	Mandatory Specifications for Equipment (HI-SCAN 6400-2b)	Cost (list price) MSRP	Qty	Discount/ Percent off list	Total Amount	Description	Description of Approved Equal/Equivalent
C	Metrasens (Collense) Ultra	\$21,995	1	24.98%	\$16,500	Advanced dual view X-Ray inspection system for automatic explosives Tunnel dimensions: - 620 (W) x 420 (H) (mm) 24.4" (W) x 16.5" (H) Max. object size: - 615 (W) x 410 (H) (mm) 24.2" (W) x 16.1" (H) Dimensions • Weight: - 2340 (L) x 1314 (W) x 1372 (H) (mm) approx. 820 kg - 92.0" (L) x 51.7" (W) x 54.0" (H) approx. 1808 lbs Includes: - Two (2) 19" LCD monitor, Operator Keyboard & Manual - Standard 12-Month Warranty - On-site service coverage 8:30 am to 5:00 pm, Monday to Friday - 24/7/365 On-site service coverage, 24 hr response time - All labor, travel time and travel expenses - All replacement parts required - Unlimited access to 24/7 Technical Support FOB Destination	Metrasens (Collense) Ultra, is portable, ferrous metal detection system. Metrasens Ultra is designed for use in a variety of applications including: commercial airports, prisons, schools, hospitals, community corrections, corporate, security, and government buildings. (See attachment "Metrasens Ultra Brochure" for details) Key Features: - All-in-one design - Detects all ferrous metal weapons and threat items such as guns, knives, blades, shanks, razors, vegers, etc. - 5 Zones indicate location of the weapon on the body - Operates on standard 110V (50/60Hz) with no need for gas, oil, other, platinum, aluminum, brass, etc. - Unsurpassed Versatility - Portable (battery operated) - Easy to use - On-site service coverage 8:30 am to 5:00 pm, Monday to Friday - 24/7/365 On-site service coverage, 24 hr response time - All labor, travel time and travel expenses - All replacement parts required - Unlimited access to 24/7 Technical Support Screens 20-30 people per minute
C	Description (Shipping)	\$0	1		\$0	Shipping & Included free of charge - FOB Destination	
C	Description (Installation and Training)	\$0			\$0	Unit Installation and Training, calibration and 2-Hrs. Operator Training by a Field Technician	On-site Training is provided free of charge for each purchase
C	Description (Advanced Software Package)					Hi-TIP - Threat Image Projection	N/A
C	Description (Hi-SCAN 6400-2b Hi-TIP roller Table)	\$0			\$0	- Sport - Automatic Image Transmission - Early PMI and radiation leak test, for years 1, 2, 3 & 4 - On-site service coverage 8:30 am to 5:00 pm, Monday to Friday - 24/7/365 On-site service coverage, 24 hr response time	Not required as Metrasens Collense Ultra does not emit radiation. All service is performed in IL.
C	Description (Extended warranty (additional 1 year))	\$1,695	1	0	\$1,695	Year 1 (additional 1 year)	12 Month Warranty on all new products
C	Description (Extended warranty (additional 2 years))					Year 2 (additional 2 years)	Service Contract & optional. See attachment for details
C	Description (Extended warranty (additional 3 years))					Year 3 (additional 3 years)	
C	Description (Extended warranty (additional 4 years))					Year 4 (additional 4 years)	
C	Description (Extended warranty (additional 5 years))					Year 5 (additional 5 years)	
	Metrasens Collense Ultra Total	\$23,690.00			\$11,195.00		
Section	Mandatory Specifications for Equipment (HI-SCAN 145180-2b) Bulk Scanner	Cost (list price) MSRP	Qty	Discount/ Percent off list	Total Amount	Description	Description of Approved Equal/Equivalent
C	Description (HI-SCAN 145180-2b)					Tunnel dimensions: 57.8" x 71.7" Max. object size: 57.1" x 70.9" Dimensions • Weight: 218.1" (L) x 45" (W) 100.2" (H) Approx. 6600 lbs Includes: - 19" LCD monitor, Operator Keyboard & Manual - HI-TRAN Image Enhancement Functions - Full Reverse Mode - 12-Month On-Site Extended Warranty with Preventative Maintenance: - On-site service coverage 8:30 am to 5:00 pm, Monday to Friday - All labor, travel time and travel expenses - All replacement parts required - Unlimited access to 24/7 Technical Support Hi-TIP - Threat Image Projection - length 134 mm, one (1) for entry and one (1) for exit	
C	Description (Shipping, Hi-SCAN 145180)					FOB Destination	
C	Description (Crating & Rigging)					Crating and Rigging	
C	Description (Installation)					Unit Installation and Training, calibration and 2 Hrs. of Operator Training by Field Technician	
C	Description (Hi-SCAN 145180-2b Advanced Software)					2nd Operator Training six months after installation	
C	Description (Preventative Maintenance Inspections PMI)					Software	
C	Description (Warranty year 1)					Yearly PMI and radiation leak test, for years 1, 2, 3 & 4 Operator refresh training, 12 months after installation	
C	Description (Extended warranty, additional 1 year)					Year 1	
C	Description (Extended warranty, additional 2 years)					Year 2 (additional 1 year)	
C	Description (Extended warranty, additional 3 years)					Year 3 (additional 2 years)	

Metrasens Cellsense Ultra

Metrasens is an award-leading provider of advanced detection technology. Our product, the **Metrasens (Cellsense) Ultra**, is portable, ferrous metal detection system. Metrasens Ultra performs a full body scan for ferrous metal weapons/contraband in a walk-by. We service several verticals including Healthcare (MRI Suites, Hospital Entryways, Behavior Health), Corrections (Prisons, jails, Juvenile Detention, Community Corrections), Corporate, Education, Hospitality, and Government Buildings. As the driving force behind our work, we prioritize human-centered design principles to craft detection technologies that are not just intuitive and accessible but also elevate the user experience to unprecedented heights and are precise and effective in keeping people safe.

Please see attached brochure for specs. The Features and Benefits of Metrasens Ultra include:

Superior Detection

- Full Head to Toe Body Scan in a Walk-by

- Detects all ferrous metal weapons and threat items such as guns, knives, blades, shanks, razors, vapes, ect.

- 5 Zones indicate location of the weapon on the body

- Ignores non-threat metals (non-ferrous) such as gold, silver, platinum, aluminum, brass, ect.

Unsurpassed Versatility

- Portable (battery operated)

- Wall-mountable

- Configurable to screen property

- Reporting and data logging

- Rugged

Easy to Use

- Deployed in less than 30 seconds

- Screens 20-30 people per minute

- Touch Screen Display

- Passive and Safe - No concerns for pregnant woman or people with pacemakers

Section 2

As the industry leader in ferromagnetic detection, Metrasens is proud to have deployed over 10,000 systems in 72 countries. This includes:

- 725 Correctional Facilities
- 342 MRI Suites
- 230 Corporate and Government Buildings
- 149 US Hospitals
- 25 School Districts

Company Profile

Metrasens is a profitable, privately owned company established in 2005 and has been providing the State of Oklahoma security products since 2014. OK DOC have 53 Cellsense Systems deployed statewide. We have 100+ employees based in the US and around the globe.

Metrasens is an award-leading provider of advanced detection technology that seeks to exceed industry standards, pushing the boundaries of what is possible to provide our partners with the most advanced, effective detection solutions available.

We are driven by the vision of a world where safety and security is proactive, incidents and accidents are prevented, and safety is a given—where advanced detection technology is seamlessly integrated into facilities so people can live, work, and thrive.

We push the limits of the science of ferromagnetic detection technologies and put it to work for you. Metrasens offers its partners advanced detection technology in solutions which are safe, affordable, flexible, and easy to use.

Security:

See Attachment "Ultra Cyber Security Overview"

Physical Security Systems Standards

Acknowledged

Alert and Escalation Capability:

All visual and audible alerts are located on the detector pole. Alerts are not transmitted to Metrasens

Service Area:

We service all 50 United States, however, no installation is required with our equipment. All repairs are performed in-house at our office in Naperville, IL.

Certifications and Licenses

Metrasens Ultra is a standalone product and no installation is required.

Our trainer worked for the North Carolina Department of Public Safety-Prisons from 2002 to 2012 as a STG Gang Investigator and Correctional Sergeant. He was also a certified instructor through the Office of Staff Development and Training (OSDT). From 2013 until 2017 Steve worked for CoreCivic as a Facility Investigator and Correctional Captain, during this time his team was certified by the Georgia Dept. of Corrections and worked as part of the GDC Criminal Intelligence Unit. Steve is also a Georgia Peace Office Standards and Training certified Officer and Instructor(GA POST). Regularly teaching various in-service classes to both corrections and law enforcement to include specialized training in Defensive Tactics and Firearms. Given the covert nature of much of the investigations conducted in the GDC, Steve and his team regularly used CellSense to effectively screen for contraband to include weapons and cell phones.

Consultation and Installation:

No installation is required. We provide product and training support post-delivery.

Training:

On-site training with a certified Metrasens trainer is included with every sale. Please see attachment "Metrasens Training Brochure" for details

Integration:

Metrasens Ultra can be integrated into third-party security management systems such as CCTV and Physical

Security Information Management (PSIM) and entry control systems via Ultra's secure WebAPI/RESTAPI interface. Once authenticated, Ultra's web server supports a wide range of function calls, enabling third-party

systems to query or control many aspects of Ultra's operation.

Support:

Customer Support is available during business hours M-F from 8:00am to 5:00pm.

Repair Replacement:

All parts/repairs are covered under warranty for 12 months as outlined in the Metrasens Terms and Conditions attachment.

Warranty Information:

Goods are guaranteed under manufacturers' warranty for a period of 12 months. The warranty cover shall be effective from the warranty start date. Please see attachment "Metrasens Terms and Conditions" under Section 17 for full warranty information

Exhibit#2
EV00000487-Price

Supplier Name: Metrasens Inc.

Instructions for Mandatory Equipment only:

Enter description/part number starting with line 6, Column B, replace the current description with your products description/part number, if needed replaced only.

Enter the cost for each line item's cost/list price, quantity, discount off list and the total amount for the line. If you are submitting an equivalent product provide the description in column H.

This is for comparison purposes.

Change quantity, column D, to zero (0) if there is no charge or if you are not including this in your response. If not including, enter in the description that you are "not providing and decline" in writing.

Section	Mandatory Specifications for Equipment (HI-SCAN 6040-2is)	Cost (list price) MSRP	Qty	Discount/ Percent of list	Total Amount	Description	Description of Approved Equal/Equivalent
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C.	Metrasens (Cellsense) Ultra	\$21,995	1	24.98%	\$16,500	<p>Advanced dual view X-Ray inspection system for automatic explosives and liquids detection</p> <p>Tunnel dimensions: - 620 (W) x 420 (H) [mm] 24.4" (W) x 16.5" (H)</p> <p>Max. object size: - 615 (W) x 410 (H) [mm] 24.2" (W) x 16.1" (H)</p> <p>Dimensions • Weight: - 2340 (L) x 1314 (W) x 1372 (H) [mm] approx. 820 kg - 92.0" (L) x 51.7" (W) x 54.0" (H) approx. 1808 lbs</p> <p>Includes: - Two (2) 19" LCD monitor, Operator Keyboard & Manual - Standard 12-Month Warranty On-Site PRIORITY Extended Warranty: - 24/7/365 On-site service coverage, 24 hr response time - All labor, travel time and travel expenses - All replacement parts required - Unlimited access to 24/7 Technical Support</p>	<p>Metrasens (Cellsense) Ultra, is portable, ferrous metal detection system.</p> <p>Metrasens Ultra performs a full body scan for ferrous metal weapons/contraband in a walk-by. We service several verticals including Healthcare (MRI Suites, Hospital Entryways, Behavior Health), Corrections (Prisons, jails, Juvenile Detention, Community Corrections), Corporate, Education, Hospitality, and Government Buildings. (See attachmet "Metrasens Ultra Brochure" for details)</p> <p>Superior Detection Full Head to Toe Body Scan in a Walk-by Detects all ferrous metal weapons and threat items such as guns, knives, blades,</p>
C.	Description (Shipping)	\$0	1		\$0	FOB Destination	Shipping is included free of charge - FOB Desitination
C.	Description (Installation and Traini	\$0			\$0	Unit installation and Training, calibration and 2-Hrs. Operator Training by a Field Technician 2nd Operator Training six months after installation	On-site Training is provided free of charge for each purchase
C.	Description (Advanced Software Package)					Hi-TIP - Threat Image Projection - Xport - Automatic Image Transmission	N/a
C.	Description (Preventative Maintenance Inspections (PMI)					Yearly PMI and radiation leak test, for years 1, 2, 3 & 4 -Operator refresher training, 12 months after installation	Not required as Metrasens Cellsense Ultra does not emit radiation. All service is performed in IL

C.	Description (HI-SCAN 6040-2is HR 1m Roller Table)					Roller Table, one (1) for entry and one (1) for	N/A
C.	Description (Warranty year 1)	\$0	1		\$0	Year 1	12 Month Warranty on all new products
C.	Description (Extended warranty (a	\$1,695	1	0	\$1,695	Year 2 (additional 1 year)	Service Contract is optional. See attachment for details
C.	Description (Extended warranty (additional 2 years)					Year 3 (additional 2 years)	
C.	Description (Extended warranty (additional 3 years)					Year 4 (additional 3 years)	
C.	Description (Extended warranty (additional 4 years)					Year 5 (additional 4 years)	
Metrasens Cellsense Ultra Total		\$ 23,690.00			\$ 18,195.00		

Section	Mandatory Specifications for Equipment (HI-SCAN 145180-2is) Bulk Scanner	Cost (list price) MSRP	Qty	Discount/ Percent of list	Total Amount	Description	Description of Approved Equal/Equivalent
C.	Description (HI-SCAN 145180-2is)					<p>Tunnel dimensions: 57.8" x 71.7"</p> <p>Max. object size: 57.1" x 70.9"</p> <p>Dimensions / weight: 218.3" (L) x 85" (W) 100.2" (H)</p> <p>Approx. 6600 lbs</p> <p>Includes:</p> <ul style="list-style-type: none"> - 19" LCD monitor, Operator Keyboard & Manual - HI-TRAX Image Enhancement Functions - Full Reverse Mode <p>12-Month On-Site Extended Warranty with Preventative Maintenance:</p> <ul style="list-style-type: none"> - On-site service coverage 8:30 am to 5:00 pm, Monday to Friday - All labor, travel time and travel expenses - All replacement parts required - Unlimited access to 24/7 Technical Support 	

C.	Description (HI-SCAN 145180 - Feeder Conveyor)				Heavy duty small pitch motorized - length 1334 mm, one (1) for entry and one (1) for	
C.	Description (Shipping, HI-SCAN 145180)				FOB Destination	
C.	Description (Crating & Rigging)				Crating and Rigging	
C.	Description (Installation)				Unit Installation and Training, calibration and 2 Hrs. of Operators Training by Field Technician	
C.	Description (HI-SCAN 145180-2is Advanced Software)				Software	
C.	Description (Preventative Maintenance Inspections PMI)				Yearly PMI and radiation leak test, for years 1, 2, 3 & 4	
C.	Description (Warranty year 1)				Year 1	
C.	Description (Extended warranty, additional 1 year)				Year 2 (additional 1 year)	
C.	Description (Extended warranty, additional 2 years)				Year 3 (additional 2 years)	
C.	Description (Extended warranty, additional 3 years)				Year 4 (additional 3 years)	
C.	Description (Extended warranty, additional 4 years)				Year 5 (additional 4 years)	
C.	Description (Lift Tables, approximate dimensions: 60" x 120" x 16)				Lift Tables	
C.	Description (Installation of Lift Tables)				Installation of Lift Tables at time of Unit Installation	
C.	Description (Pit/holes dug in existing cement pad for the Lift Tables)				Installation of pit/holes in existing cement pad for Lift Tables	
	HI-SCAN 145180-2is: Total	\$ -			\$ -	

**Mandatory
Equipment Grand
Total**

#####

Follow directions in the solicitation specifications to complete the information below.

Enter the Percent off List and Hourly Rates for a group of items and replace "example" with

Section	Other Equipment/Accessories/Supplies	Percent off List
C.	Metrasens (Cellsense) Ultra	
C.	Example	
C.	Example	
C.	Example	
	Total	\$ -

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Section	Services - Hourly Not to Exceed Rate	Hourly Rate
B.	Example	

B.	Example	
B.	Example	
B.	Example	
	Total	\$ -

Section	Training - Hourly Not to Exceed Rate	Hourly Rate
B.	On-site Training (Free with Purchase)	
B.	Example	
B.	Example	
B.	Example	
	Total	\$ -

Enter the cost for each line item's cost/list price, quantity, discount off list and total amount

Section	Inspections/Reports/Calibration/Training	Cost/List Price	Qty	Discount/ Percent of	Total Amount
C.	Example				
C.	Example				
C.	Example				
C.	Example				
C.	Example				
	Total	\$ -			\$ -
Section	Other costs not specified above	Cost/List Price			
	Service Contract (Optional)			0	
	Example				
	Example				
	Example				
	Example				
	Total	\$ -			
Section	Value Added Items	Cost/List Price			

	Metrasens (Cellsense) Ultra				
	Example				
	Example				
	Example				
	Example				
	Total				



ATTACHMENT E-3

Terms and Conditions

1. Definitions

OMITTED

2. Governing Conditions

OMITTED

3. Placing Orders

3.1 Placing an order presumes knowledge and acceptance of these Conditions. Upon placing an order, the State shall receive an acknowledgement of the order in writing, if any; which does not constitute a binding contract until the Supplier accepts the State's order by written confirmation, as the case may be.

3.2 The Supplier reserves the right to reject cancellation by the State of an accepted order or any portion thereof. Cancellation of an accepted order needs to be approved in writing, by the Supplier and the State may be charged cancellation charges. Goods already delivered cannot be returned or exchanged and will be invoiced.

3.3 Changes to an accepted order shall be treated as a separate order, unless otherwise agreed in writing by the Supplier. If any changes are made to an original order, the price, discount on or delivery date of that order are subject to change.

3.4 The Supplier has a policy of continuous technical improvement and accordingly reserves the right to make minor modifications to the technical specification and design of the Goods. Manuals and similar publications are only sent by way of information and any technical information provided is an approximate guide. The Supplier has no liability for any deviations from or mistakes in such information or for any errors of interpretation.

4. License Grant.

4.1 Supplier grants State a nonexclusive, nontransferable license to use the software and documentation solely as integrated in the Products. State receives no other express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary rights. Title and ownership in the software and documentation and all copies remains with Supplier or its licensors. The software and documentation contain confidential and proprietary information of Supplier or its licensors. State agrees that any software and documentation supplied under this Agreement are an integral part of the Products, are supplied solely to enable the effective operation of the Products. State shall not directly or indirectly: (a) modify, append, decompile, disassemble, decode, reverse engineer (except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that Supplier is legally required to permit such specific activity pursuant to any applicable open source license), translate, copy (except as provided above), distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sublicense or otherwise provide to third parties the software and documentation or their authorization control utilities; or (b) perform or release benchmarks or comparisons of the software and documentation, except as otherwise expressly permitted by Supplier herein.

5. Price and Payment

5.1 The Supplier's quotation, unless previously withdrawn or revised in writing, is valid until the end of the financial year (31st October) (after which time it shall automatically expire) and is subject to the Supplier's acceptance of the State's order. The Supplier reserves the right to amend their prices during the financial year and any such changes will mean previous quotations (prior to the price change) are only valid for 30 days, from the date of the quotation.

5.2 The Supplier's quotation includes only such goods, accessories and work as are specified thereon and (without limitation to the foregoing) does not include the cost of lighting, power, heat and water required and/or used during the installation and testing of the Goods at the Site, or any insurance or overtime working by the Supplier.

5.3 The price quoted for the Goods is based on the cost to the Supplier at the date of quotation of materials, labour, transport and all other expenses and of conforming to any statutory regulations. The Supplier reserves the right to vary the quoted price to take account of any variation (including variations caused by alterations in rates of exchange) in the aforesaid costs between the date of the quotation and the date of actual physical delivery of the Goods.



5.4 All amounts stated in these Conditions to be payable by the State are exclusive of Value Added Tax or any similar Sales Tax properly chargeable in respect of supplies under these Conditions and any other tax or duty and State will pay all such Value Added Tax and other applicable taxes together with those amounts.

5.5 Each payment made by the State must be calculated and made without, and free and clear of any deduction for set-off or counterclaim and any withholding for or on account of any tax or any other deduction, unless required by law, in which case the State shall ensure that the withholding or deduction does not exceed the minimum amount required by law and shall increase the amount payable by it so that the net amount received and retained by the Supplier will equal the full amount which Supplier would have received and retained if no withholding or deduction had been made.

5.6 Unless otherwise agreed in writing, the State shall pay the invoice amount of the Goods and any other costs, charges or expenses provided for by these Conditions including Value Added Tax or Sales Tax at the then current rate within 30 days from the date of the Supplier's invoice in immediately available funds, but the Supplier reserves the right to require payment before delivery or installation.

5.7 Time for payment shall be of the essence of the contract. Any invoice not paid in accordance with the foregoing shall be liable to interest on the unpaid amount thereof at the rate of 3% per annum above the base rate from time to time of Barclays Bank plc calculated on a day-to-day basis.

6. Delivery

6.1 Failure by the Supplier to make delivery on any particular date shall not entitle the State either to cancel the order or the delivery or to repudiate this contract or to claim for any expenses, loss of profit, or any other consequential loss or damage whatsoever.

6.2 If the contract provides for the Supplier to deliver the Goods, delivery shall be deemed to take place when the Goods arrive at the agreed destination or are ready for despatch by the Supplier to the order of the State and such despatch shall have been delayed by the State, whichever is the sooner.

6.3 The State undertakes that the Site will at all times be safe for the Supplier and its vehicles carrying out delivery. The State is responsible, at its own cost, for the provision of such labour and apparatus as is necessary for the offloading and positioning of the Goods on Site and shall give the Supplier every assistance in effecting delivery.

6.4 If the contract provides for the Goods to be collected by or on behalf of the State, the Supplier shall give the State reasonable notice in writing and/or orally of when and where Goods will be ready for collection. Delivery shall be deemed to take place upon the date and at the place so notified whether or not the Goods are so collected.

6.5 The Supplier may deliver the Goods in instalments and each such instalment shall be deemed to be the subject of a separate contract and no damage, non-delivery or shortage in relation to any such instalment shall entitle the State to any remedies in relation to any other instalment or contract. If payment of any instalment is not made in accordance with clause 4, the State shall be liable to the Supplier for any costs incurred in connection with manufactured or partly manufactured Goods acquired by the Supplier for the State, in addition to the other rights and remedies available to the Supplier.

7. Risk

7.1 Risk shall pass to the State on delivery of the Goods.

7.2 If delivery does not take place as a result of any act or omission of the State or if the State fails to collect the Goods as set out in clause 5, then delivery shall be deemed to have taken place and risk shall pass to the State, who shall indemnify the Supplier in full against any expense, cost or loss incurred by the Supplier including, without limitation, storage and transport costs.

7.3 The State shall examine any Goods delivered upon delivery. If the Goods or any part thereof are received in a damaged condition or are not received, the Supplier will accept no responsibility for such damage and or loss unless the State advises the Supplier in writing of the damage or loss within 3 working days from the earlier date of actual physical delivery of the Goods or the date of installation of the Goods (save where the damage is a latent defect in the Goods in which case clause 17 shall apply). The State must then afford the Supplier reasonable opportunity to inspect any damage or verify any loss and shall immediately return the damaged Goods to Supplier.

7.4 The Supplier's sole responsibility upon any damage or loss is to repair or replace the Goods which prove to be lost or defective (or at the Supplier's option the defective part(s)), as soon as is reasonably practicable, provided that they are returned to the Supplier



by the State. Whether the remedy is repair or replacement shall be at the option of the Supplier and such repair or replacement shall be free of charge. Subject to the provisions of clause 17 the Supplier shall have no further liability to the State.

7.5 If the State shall fail to comply with clause 7.3, the Goods shall be deemed to be in accordance with the contract and the State shall be bound to accept delivery and shall make payment without any deduction in accordance with these Conditions.

7.7 The Supplier will not be liable for any claims resulting from loss or damage to the Goods occurring after delivery.

8. Force Majeure

OMITTED

9. Shortages

If the Supplier is unable, for any reason, to supply the total demand for Goods of the contract description, the Supplier may allocate its available supply of such Goods among any and all States on such basis as the Supplier may deem fair and practical without liability for any failure of performance which may result. The State shall not be entitled to reject such Goods for short delivery.

10. Works and Specification

10.1 Where existing equipment is to be used in connection with the Goods, the State shall be fully and solely responsible for it.

10.2 Any adaptation of the standard specification of the Goods shall be made upon the full and sole liability of the State. Where the standard specification of the Goods is adapted, whether by the Supplier at the request of the State, or by the State itself, the State agrees to indemnify (and shall keep so indemnified) the Supplier in full against any claim resulting from any such variation (whether or not arising out of the negligence of the Supplier, its servants, agents or subcontractors). In the event of any adaptation made by the Supplier upon request of the State, the State shall make such payment in respect thereof as the Supplier may reasonably demand.

10.3 The State shall be responsible for ensuring that the Goods are sufficient and suitable for the State's purposes (whether such Goods have been adapted from their standard specification or not) and the Supplier shall have no liability to the State in the event that the Goods are not sufficient and suitable for the State's purposes.

10.4 Unless otherwise expressly agreed in writing, the Supplier shall not be responsible for any errors, omissions or defects in any goods, equipment, machines, parts, drawings, designs, specifications, test results, reports or other information supplied to the Supplier by the State or the State's employees, agents, sub-contractors or representatives and the State agrees to indemnify and keep indemnified the Supplier against all claims and liabilities incurred by the Supplier resulting from such errors, omissions or defects.

11. Installation

11.1 The Supplier shall ensure that installation is completed by approved employees, agents and subcontractors or any other persons who are fully trained to do so, and that the terms of any instructions or manuals provided with the Goods are followed.

11.2 If Supplier provides consulting and professional services or any integration, education, training or other services, then State shall pay for such additional services at Supplier's then current time and materials rates, unless otherwise agreed by the parties in writing or on an applicable Order. Technical implementation will be invoiced monthly based on time incurred. Travel time is billed at 8 hours per day of travel at the resource's hourly rate for distances over 200 miles and are invoiced monthly at cost. Any travel under 200 miles will be billed at the actual time. Travel time is not included in the estimate in the statement of work and will not be included when reviewing the project budget. Travel expenses to be invoiced include, but are not limited to, airfare, lodging, meals, and ground transportation. State shall provide, in a timely manner, experts in functional areas, systems, and tools that are identified as critical to gathering data requirements. State's responsibilities shall include: (a) timely resolution of outstanding issues and open questions related to business requirements, business process or data, responsibility for State's overall program and organizational change management; (b) providing documentation on any design specifications and/or utilities; and (c) ensuring the safety and welfare of Supplier resources while onsite.

12. Health and Safety

The State shall ensure that all Goods shall be used strictly in accordance with any relevant information, instructions or advice which the Supplier or the manufacturer of the Goods may make available with or in connection with the Goods.



13. Environmental

13.1 The State shall be responsible for all costs, charges, and expenses arising from or in connection with the decommissioning, recovery, recycling, and disposal of all or part of the Goods and shall not seek to recover such expenses or contribution from the Supplier.

13.2 The State is responsible for obtaining and complying with all relevant licenses, permissions, permits and consents from appropriate regulatory bodies and for complying with any other lawful authority in connection with the storage, installation, operation, use, maintenance, repair, transportation, decommissioning, recovery and eventual disposal of the Goods.

13.3 Where the State sells all or part of the Goods to another party, the State shall enter into a similar covenant with that party.

14. Retention of Title

14.1 Risk of damage to or loss of the goods shall remain with the Supplier until delivery to the State.

14.2 Until such time as the State has paid for all goods and/or services subject of this contract and, furthermore, State has paid for all other goods and/or services supplied by the Supplier to the State under any other contract: (a) the property in the respective goods supplied by the Supplier will remain vested in the Supplier; (b) the State must store the respective goods so that they are clearly identifiable as the Supplier's property; (c) the State must insure the respective goods against the risks for which a prudent owner would insure them, and hold the policy on trust for the Supplier;

14.3 The State must inform the Supplier, in writing, within 14 days if it becomes insolvent.

14.4 If the State's right to use and sell the goods ends the State must allow the Supplier to remove the goods.

14.5 The Supplier has the State's permission to enter the State's premises where the goods are stored: (a) on reasonable written notice, to inspect them; and (b) after the Customer's right to use and sell the respective Goods has ended, to remove them, using reasonable force if necessary.

15. Intellectual Property Rights

15.1 The State shall have no rights to any intellectual property owned by or licensed to the Supplier. The State shall not allow any trademark or instruction or warning applied to the Goods to be obliterated or obscured.

15.2 All designs, samples, models, experimental equipment, marketing devices, accessories and other items relating to the Goods or their development or creation shall remain the Supplier's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any person without the Supplier's prior written consent.

16. Confidentiality

OMITTED.

17. Early Termination

OMITTED.

18. Warranties and Liability

To the extent that liability under such consumer protection laws and regulations may be limited, the Supplier's liability is limited, at its sole option, to replacement with a new or graded Goods, to a repair of the Goods or supply of the repair service again.