



Purchase Order

Dispatch via Print

Secretary of State
SECRETARY OF STATE
421 NW 13TH, SUITE 210
OKLAHOMA CITY OK 73103

Supplier: 0000238820
SHAPARD RESEARCH LLC
WESTERN PETITION SYSTEMS LLC
820 NE 63RD ST
OKLAHOMA CITY OK 73105-6441

Purchase Order	Date	Revision	Page
6259001909	01/27/2021		1
Payment Terms	Freight Terms		Ship Via
45 Days	Free on board at Destination		Common
Buyer	Phone/Email		Currency
Daniel Saunders (ABS)	405/521-6331		USD

Ship To: SECRETARY OF STATE
421 NW 13TH, SUITE 210
OKLAHOMA CITY OK 73103

Bill To: SECRETARY OF STATE
421 NW 13TH, SUITE 210
OKLAHOMA CITY OK 73103

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	93111605 /	Verification of Petition Signatures per 34 O.S. 6.1	1.0000	YR	300,000.0000	300,000.00	02/01/2021
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Total PO Amount 300,000.00

COMMENTS:

Agency Contact:
Edith Steele 405-522-4567

Vendor Contact:
Bill Shapard 405-607-4664

Funding:
515990 1000 20000 100070 21 NP000 - \$300,000.00

Contract Period: 01/26/2021 - 01/25/2022
Agreement Period: 01/19/2021 - 01/18/2024
Exempt from CPA per Title 34 6.1.C
Online Src From Req 6250000450

Purchase order number must appear on all invoices. If vendor fails to provide purchase order number, it may result in the delayed payment of the invoice.

AUDIT AND RECORDS CLAUSE: (a) As used in this clause, "records" includes books, documents, 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. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later.

To be billed in arrears.

Authorized Signature



AUTHORITY TO OPERATE ORDER

System Certification and Accreditation

I have carefully assessed the System Security Plan for Shapard Research, LLC DBA Western Petitions Systems, LLC. This document has been completed in accordance with the requirements of the State of Oklahoma and Federal guidelines.

MANAGEMENT CERTIFICATION / ACCEPTANCE- Please check the appropriate statement.

The system(s) / application / service or product is accepted.

The system(s) / application / service or product is accepted pending the changes noted.

The system(s) / application / service or product is not accepted.

We fully accept the System Security Plan and authorize initiation of work to proceed. Based on our authority and judgment, the operation of this system is authorized. This is considered an Authority to Operate Order.

Matthew A Singleton
Matt Singleton
Chief Information Security Officer

26 January 2021
DATE



FY21 PRODUCT/SERVICE REQUISITION

ALL REQS SHALL INCLUDE ALL APPLICABLE DOCUMENTATION AND APPROVALS
(IE: QUOTES, CONTRACTS, AND/OR CP FORMS)

AGENCY NUMBER: **625000**
 CONTACT NAME: **Edith Steele**
 SUPPLIER NAME: **Western Petition Systems, LLC**
 SUPPLIER ID #: **0000238820**
 CONTRACT PERIOD:
 REQUEST DATE: **1/21/21**
 PAY TERMS: **Per invoice**

AGENCY NAME: **Secretary of State**
 PHONE NUMBER: **(405) 522-4567**
 SUPPLIER CONTACT: **Bill Shapard**
 CONTACT METHOD: **405 6074664**
 AGREEMENT PERIOD:
 ESTIMATED COST: \$ **300,000.00**
Agency. Req. # E210052

<p style="text-align: center;">Brief Description of Purchase:</p> <p>Physical count of signatures per 34 O.S. § 6.1 provides that the Secretary of State must verify petition signatures with the State election Board public voter registration records. Automated services provided by Western Petition satisfy the requirement of 34 O.S. § 6.1.</p> <p style="text-align: center;">Approval Justification (Mandatory):</p> <p>Title 34 § 6.1.(C) provides the Secretary of State may purchase any tangible or intangible assets, including, but not limited to, software, necessary to carry out his or her duties pursuant to this section. Such purchases shall be exempt from the requirements of The Oklahoma Central Purchasing Act</p>	<p style="text-align: center;">Backup:</p> <p><input type="checkbox"/> Quote/Invoice</p> <p><input type="checkbox"/> Contract/Agreement</p> <p><input type="checkbox"/> Sole Source/Brand CP002</p> <p><input type="checkbox"/> Non-Collusion Cert CP004</p> <p><input type="checkbox"/> Supplier Contract Cert CP021</p> <p><input type="checkbox"/> Terms/Conditions CP024</p> <p><input type="checkbox"/> Cab. Secretary Appr ↑\$25K</p> <p><input type="checkbox"/> Professional Contract</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p>
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FUNDING

AMOUNT	LINE	DISTRO LINE	ACCOUNT CODE	SUB ACCOUNT	FUND TYPE	CLASS FUNDING	DEPARTMENT	BUD REF	PROGRAM CODE
300,000.00	1	1	515990	0	1000	20000	1000070	21	NP000

SIGNATURES

REQUISITION APPROVER (per CP-001):

TITLE:

Cabinet Secretary

TITLE:

Tod Wall

 Tod Wall, Assistant Secretary of State

Brian Bingman

 Brian Bingman, Secretary of State

CPO USE ONLY

FY21 EPRO#:	FY21 PO#:
CS Approval: Y <input type="checkbox"/> N <input type="checkbox"/>	Quote: Y <input type="checkbox"/> N <input type="checkbox"/>
Contract: Y <input type="checkbox"/> N <input type="checkbox"/>	CP Form: Y <input type="checkbox"/> N <input type="checkbox"/>
Other: _____	

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made effective as of the date of last execution ("Effective Date") hereof, by and between the State of Oklahoma, *ex rel* the Oklahoma Secretary of State, with a notice address of 421 N.W. 13th Street, Suite 210, Oklahoma City, Oklahoma 73103 ("Recipient" or "SoS"), and Shapard Research, LLC (DBA Western Petition Systems, LLC), with a notice address of 820 NE 63rd Street, Oklahoma City, Oklahoma 73105 ("Provider" or "WPS," collectively, with Recipient, the "Parties" and each, individually, a "Party").

1. DESCRIPTION OF SERVICES. Beginning on the Effective Date, Provider will provide to Recipient the services described in the attached Exhibit "A" (collectively, the "Services").

2. PAYMENTS. Payment shall be made to Provider on an annualized basis of \$300,000.00 per calendar year, in regular payments of \$25,000.00 per month, which shall be due on or before the forty-fifth (45th) day after Recipient's receipt of each monthly invoice from Provider (the "Installment Due Dates") until termination of this Agreement. In addition to any other right or remedy provided by law, if Recipient fails to pay for the Services on or before each Installment Due Date, Provider shall have the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or may seek legal remedies. Any services by Provider beyond the Services described in Exhibit "A" which are requested by SoS shall be billed at a rate of \$155/hour, provided that any such additional services shall be upon advanced written approval only, and in no event shall the total cost for any approved additional services exceed \$5,000.00 per month. Further, any professional witness services or appearances requested of Provider by SoS shall be billed at a rate of \$250/hour, provided that such additional services shall also be upon advanced written approval of SoS, and in no event shall the total cost for any approved additional services exceed \$5,000.00 per month.

3. TERM. The initial term of this Contract shall run through the date which is exactly one (1) year following the end of the month next succeeding the Effective Date ("Primary Term") and this Contract shall continue in effect thereafter, for up to three (3) periods of one (1) year each, on an annual basis ("Extension Term(s)"), unless either Party notifies the other Party, in writing, at the other Party's notice address shown herein (or at the fax number or email address shown in the execution blocks below) at least thirty (30) days prior to the end of the Primary Term, or, if applicable, thirty (30) days prior to the end of the Extension Term then in effect, that it is electing to not renew the Contract.

4. TERMINATION FOR INSUFFICIENT FUNDING. The Secretary of State may terminate the contract in whole or in part if funds sufficient to pay obligations under the Contract are not available. In the event of insufficiency, WPS will be provided at least a fifteen (15) calendar day written notice of termination.

5. AUDIT. Pursuant to 74 O.S. §85.41, all records relating to the professional services provided through this contract are subject to examination by the Secretary of State, the State Auditor and Inspector and the State Purchasing Director.

6. SUBJECT TO THE PROVISIONS OF THE OKLAHOMA OPEN RECORDS ACT, 51 O.S. § 24A.1 et seq. and the Oklahoma State Retention Schedule, information shall be deemed the property of the disclosing Party and, within ten (10) business days upon written request from the disclosing Party, the receiving Party will return all information received in tangible form to the

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disclosing Party, or if requested, will destroy all such information and certify such destruction. Notwithstanding the foregoing the receiving Party may (i) retain copies of the information that are required to be retained by law or regulation, (ii) retain copies of work product that contains the information for archival purposes or to defend the work product, and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned or destroyed, provided that all such retained or stored information or work product shall remain subject to the terms and conditions of this Agreement.

7. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Provider. Upon request, Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of Provider to the Work Product. Any information provided to the Secretary of State becomes subject to the Oklahoma Open Records Act, 51 O.S. § 24A.10.



8. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Any confidentiality provision in this Agreement or other applicable document or supplements are subject to the Oklahoma Records Act, 51 O.S. §§24A.1 et seq. to which the Secretary of State is subject.

9. DEFAULT. Occurrence of any of the following shall constitute a material default under this Contract:

- a. Failure to make a required payment when due.
- b. Insolvency or bankruptcy of either Party.
- c. Subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. Failure to make available or deliver the Services in the time and manner provided for in this Contract.

10. REMEDIES. In addition to all other rights a Party may have available at law, if a Party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Contract by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. A Party receiving such notice shall have 30 days from its receipt of such notice to cure the default (the "Cure Period"). Unless waived in writing by a Party providing

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notice, the failure to cure any default within the Cure Period shall give the Party issuing such notice the right to terminate this Contract.

11. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

12. DISPUTE RESOLUTION. The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter cannot be resolved in this manner, the parties may seek available remedies under Oklahoma Law. The applicable venue for disputes relating to the Agreement will be the Oklahoma County District Court.

13. ENTIRE AGREEMENT/COUNTERPARTS. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties. It may be executed in one or more identical counterparts, which, collectively, shall be regarded as but one and the same instrument.

14. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. 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 will be deemed to be written, construed, and enforced as so limited.

15. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the amendatory writing is signed by both Parties.

16. GOVERNING LAW. This Contract shall be construed in accordance with Oklahoma law.

17. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficient if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as either Party may furnish to the other in writing.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

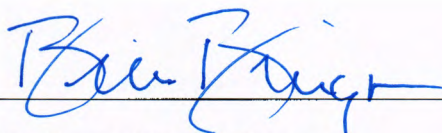
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19. CONSTRUCTION AND INTERPRETATION/ELECTRONIC COPIES. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort. Additionally, pdf, faxes and other electronic copies of this Contract, and electronic signatures, shall be fully valid and enforceable for all purposes.

20. ASSIGNMENT. Neither Party may assign or transfer this Contract without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the date of last execution hereof.

SERVICE RECEIPIENT: State of Oklahoma, *ex rel* the Oklahoma Secretary of State

By 

Printed Name: J. Brian Bingman
Title: Oklahoma Secretary of State and Native American Affairs
Email Address : executivelegislative@sos.ok.gov
Office: 405-522-4565

Dated: January 19th, 2021

SERVICE PROVIDER: Shapard Research, LLC (DBA Western Petition Systems, LLC)

By 

Printed Name: John W. (Bill) Shapard, Jr.
Title: Managing Member
Email Address: Bill@shapard.com
Office: 405-607-4664
Fax: 405-843-9685

Dated: January 15th, 2021



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EXHIBIT A – DESCRIPTION OF SERVICES TO BE PROVIDED BY WPS

1. Create and provide an optically scannable petition document that can be made available to potential Petition Gathering Organizations (PGOs) to use for their signature gathering. The document would be provided in PDF form, together with off-set printing instructions, in order that the petition documents be printable by PGOs with any commercial printer(s) of their choice.
2. Create and provide links to online videos or tutorials than can be provided to PGOs on how to successfully collect good data using the new petition form.
3. Procure and maintain a warehouse or other suitable commercial space within the State Capitol Complex/Midtown/Downtown area of Oklahoma City of at least 2,000 square feet for the purpose of securely housing returned petitions, and as the sole location for the scanning and processing of petitions and WPS shall provide SoS with access to the facility at all times, including SoS-authorized petition processing proctors or monitors. Additionally, WPS shall ensure that the facility shall have video surveillance cameras and recording devices installed, with input therefor from SoS.
4. Provide training and supervision to permanent or temporary staff to be engaged by SoS for the purpose of processing petitions.
5. The processing of petitions shall include the separation of the petitions from petition language sheets, the sorting and page-numbering of petitions in preparation for the scanning process, the scanning and visual verification of scanned data, and the performing of any other needed tasks to produce an accounting report of the petition event.
6. Provide and maintain all computers, scanners and software needed to successfully complete the process of gathered petition sheets to an accounting report. The computers would form an “intranet” and WOULD NOT be connected to the internet.
7. Build a customizable accounting report with SoS input that will produce an accounting of the Petition-scanning process upon completion. The report shall include, but shall not be limited to, reporting the number of matches made per the six data points collected and the combinations of each of those possible matches, as well as other data specified by SoS. Such report, to be signed by the Secretary of State, shall serve as the report required by state statute.
8. In addition to the accounting report for each petition event, WPS shall provide all of the signed petition sheets in PDF form for any potential FOIA requests.
9. Conduct a Mock Test Run (MTR) within the first 180 days of the first contractual year with 300 or more test petition sheets, using staff to be provided by WPS and at WPS’s expense, but which shall be observable by SoS staff. The MTR will be used to test the entire process and WPS shall continually look for ways to improve the scanning, data point collection, recording and transcribing of the initiative petitions. Additionally, the MTR shall be a timed event.
10. Maintain a company presence in Oklahoma City, with WPS staff available for all needed in-person or online meetings at the request of SoS staff.
11. WPS shall conduct this process for every petition gathering event filed with the SoS during the term of the subject contract.

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Title 34. Initiative and Referendum

Oklahoma Statutes Citationized

Title 34. Initiative and Referendum

General Provisions

Section 6.1 - Physical Count of Number of Signatures on Petitions - Notification of Violations - Purchase Necessary Assets

Cite as: 34 O.S. § 6.1 (OSCN 2020), General Provisions

A. The Secretary of State shall make or cause to be made a verification and count of the number of signatures on the petitions. In making such count, the Secretary of State shall not include in such total count:

1. All signatures on any sheet of any petition which is not verified by the person who circulated the sheet of the petition as provided in Section 6 of this title;
2. All signatures of nonresidents;
3. All signatures on a sheet that is not attached to a copy of the petition pamphlet;
4. All multiple signatures on any printed signature line;
5. All signatures not on a printed signature line;
6. Those signatures by a person who signs with any name other than his or her own or signs more than once;
7. All signatures on any sheet on which a notary has failed to sign, the seal of the notary is absent, the commission of the notary has expired or the expiration date is not on the signature sheet; and
8. Any signatures that cannot be verified by the Secretary of State with the Oklahoma State Election Board's public voter registration records.

B. The Secretary of State shall notify the Attorney General of any and all violations of this title of which he or she has knowledge.

C. The Secretary of State may purchase any tangible or intangible assets, including, but not limited to, software, necessary to carry out his or her duties pursuant to this section. Such purchases shall be exempt from the requirements of The Oklahoma Central Purchasing Act.

Historical Data

Laws 1969, HB 1305, c. 206, § 3, emerg. eff. April 18, 1969; Amended by Laws 1976, HB 1920, c. 30, § 1, emerg. eff. March 17, 1976; Amended by Laws 1992, HB 2289, c. 92, § 6, eff. September 1, 1992; Amended by Laws 2020, HB 3826, c. 125, § 7, eff. November 1, 2020, eff. November 1, 2020 ([superseded document available](#)).

Citationizer[®] Summary of Documents Citing This Document

<i>Cite Name</i>	<i>Level</i>
Oklahoma Attorney General's Opinions	
<i>Cite</i>	<i>Name</i>
<i>Level</i>	
<u>2003 OK AG 12,</u>	<u>Question Submitted by: The Honorable Ray Vaughn, State Representative, District 81</u>
	<i>Discussed at Length</i>
Oklahoma Supreme Court Cases	
<i>Cite</i>	<i>Name</i>
<i>Level</i>	
<u>1979 OK 103, 597 P.2d 1208,</u>	<u>IN RE SUPREME COURT ADJUDICATION, ETC.</u>
	<i>Discussed</i>

Citationizer: Table of Authority

<i>Cite Name</i>	<i>Level</i>
Title 34. Initiative and Referendum	
<i>Cite</i>	<i>Name</i>
	<i>Level</i>

Cite Name

Level

34 O.S. 6.

Verification of Signatures

Cited

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made effective as of the date of last execution ("Effective Date") hereof, by and between the State of Oklahoma, *ex rel* the Oklahoma Secretary of State, with a notice address of 421 N.W. 13th Street, Suite 210, Oklahoma City, Oklahoma 73103 ("Recipient" or "SoS"), and Shapard Research, LLC (DBA Western Petition Systems, LLC), with a notice address of 820 NE 63rd Street, Oklahoma City, Oklahoma 73105 ("Provider" or "WPS," collectively, with Recipient, the "Parties" and each, individually, a "Party").

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3. TERM. The initial term of this Contract shall run through the date which is exactly one (1) year following the end of the month next succeeding the Effective Date ("Primary Term") and this Contract shall continue in effect thereafter, for up to three (3) periods of one (1) year each, on an annual basis ("Extension Term(s)"), unless either Party notifies the other Party, in writing, at the other Party's notice address shown herein (or at the fax number or email address shown in the execution blocks below) at least thirty (30) days prior to the end of the Primary Term, or, if applicable, thirty (30) days prior to the end of the Extension Term then in effect, that it is electing to not renew the Contract.

4. TERMINATION FOR INSUFFICIENT FUNDING. The Secretary of State may terminate the contract in whole or in part if funds sufficient to pay obligations under the Contract are not available. In the event of insufficiency, WPS will be provided at least a fifteen (15) calendar day written notice of termination.

5. AUDIT. Pursuant to 74 O.S. §85.41, all records relating to the professional services provided through this contract are subject to examination by the Secretary of State, the State Auditor and Inspector and the State Purchasing Director.

6. SUBJECT TO THE PROVISIONS OF THE OKLAHOMA OPEN RECORDS ACT, 51 O.S. § 24A.1 et seq. and the Oklahoma State Retention Schedule, information shall be deemed the property of the disclosing Party and, within ten (10) business days upon written request from the disclosing Party, the receiving Party will return all information received in tangible form to the

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disclosing Party, or if requested, will destroy all such information and certify such destruction. Notwithstanding the foregoing the receiving Party may (i) retain copies of the information that are required to be retained by law or regulation, (ii) retain copies of work product that contains the information for archival purposes or to defend the work product, and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned or destroyed, provided that all such retained or stored information or work product shall remain subject to the terms and conditions of this Agreement.

7. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Provider. Upon request, Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of Provider to the Work Product. Any information provided to the Secretary of State becomes subject to the Oklahoma Open Records Act, 51 O.S. § 24A.10.



8. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Any confidentiality provision in this Agreement or other applicable document or supplements are subject to the Oklahoma Records Act, 51 O.S. §§24A.1 et seq. to which the Secretary of State is subject.

9. DEFAULT. Occurrence of any of the following shall constitute a material default under this Contract:

- a. Failure to make a required payment when due.
- b. Insolvency or bankruptcy of either Party.
- c. Subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. Failure to make available or deliver the Services in the time and manner provided for in this Contract.

10. REMEDIES. In addition to all other rights a Party may have available at law, if a Party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Contract by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. A Party receiving such notice shall have 30 days from its receipt of such notice to cure the default (the "Cure Period"). Unless waived in writing by a Party providing

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notice, the failure to cure any default within the Cure Period shall give the Party issuing such notice the right to terminate this Contract.

11. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

12. DISPUTE RESOLUTION. The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter cannot be resolved in this manner, the parties may seek available remedies under Oklahoma Law. The applicable venue for disputes relating to the Agreement will be the Oklahoma County District Court.

13. ENTIRE AGREEMENT/COUNTERPARTS. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties. It may be executed in one or more identical counterparts, which, collectively, shall be regarded as but one and the same instrument.

14. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. 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 will be deemed to be written, construed, and enforced as so limited.

15. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the amendatory writing is signed by both Parties.

16. GOVERNING LAW. This Contract shall be construed in accordance with Oklahoma law.

17. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficient if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as either Party may furnish to the other in writing.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

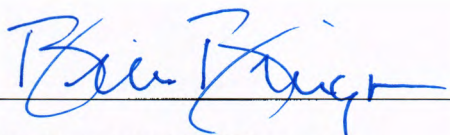
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19. CONSTRUCTION AND INTERPRETATION/ELECTRONIC COPIES. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort. Additionally, pdf, faxes and other electronic copies of this Contract, and electronic signatures, shall be fully valid and enforceable for all purposes.

20. ASSIGNMENT. Neither Party may assign or transfer this Contract without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the date of last execution hereof.

SERVICE RECEIPIENT: State of Oklahoma, *ex rel* the Oklahoma Secretary of State

By 

Printed Name: J. Brian Bingman
Title: Oklahoma Secretary of State and Native American Affairs
Email Address : executivelegislative@sos.ok.gov
Office: 405-522-4565

Dated: January 19th, 2021

SERVICE PROVIDER: Shapard Research, LLC (DBA Western Petition Systems, LLC)

By 

Printed Name: John W. (Bill) Shapard, Jr.
Title: Managing Member
Email Address: Bill@shapard.com
Office: 405-607-4664
Fax: 405-843-9685

Dated: January 15th, 2021



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EXHIBIT A – DESCRIPTION OF SERVICES TO BE PROVIDED BY WPS

1. Create and provide an optically scannable petition document that can be made available to potential Petition Gathering Organizations (PGOs) to use for their signature gathering. The document would be provided in PDF form, together with off-set printing instructions, in order that the petition documents be printable by PGOs with any commercial printer(s) of their choice.
2. Create and provide links to online videos or tutorials than can be provided to PGOs on how to successfully collect good data using the new petition form.
3. Procure and maintain a warehouse or other suitable commercial space within the State Capitol Complex/Midtown/Downtown area of Oklahoma City of at least 2,000 square feet for the purpose of securely housing returned petitions, and as the sole location for the scanning and processing of petitions and WPS shall provide SoS with access to the facility at all times, including SoS-authorized petition processing proctors or monitors. Additionally, WPS shall ensure that the facility shall have video surveillance cameras and recording devices installed, with input therefor from SoS.
4. Provide training and supervision to permanent or temporary staff to be engaged by SoS for the purpose of processing petitions.
5. The processing of petitions shall include the separation of the petitions from petition language sheets, the sorting and page-numbering of petitions in preparation for the scanning process, the scanning and visual verification of scanned data, and the performing of any other needed tasks to produce an accounting report of the petition event.
6. Provide and maintain all computers, scanners and software needed to successfully complete the process of gathered petition sheets to an accounting report. The computers would form an “intranet” and WOULD NOT be connected to the internet.
7. Build a customizable accounting report with SoS input that will produce an accounting of the Petition-scanning process upon completion. The report shall include, but shall not be limited to, reporting the number of matches made per the six data points collected and the combinations of each of those possible matches, as well as other data specified by SoS. Such report, to be signed by the Secretary of State, shall serve as the report required by state statute.
8. In addition to the accounting report for each petition event, WPS shall provide all of the signed petition sheets in PDF form for any potential FOIA requests.
9. Conduct a Mock Test Run (MTR) within the first 180 days of the first contractual year with 300 or more test petition sheets, using staff to be provided by WPS and at WPS’s expense, but which shall be observable by SoS staff. The MTR will be used to test the entire process and WPS shall continually look for ways to improve the scanning, data point collection, recording and transcribing of the initiative petitions. Additionally, the MTR shall be a timed event.
10. Maintain a company presence in Oklahoma City, with WPS staff available for all needed in-person or online meetings at the request of SoS staff.
11. WPS shall conduct this process for every petition gathering event filed with the SoS during the term of the subject contract.

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