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**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH PUBLIC STRATEGIES,  
INC.**

This State of Oklahoma Statewide Contract #0135 - Advertising and Marketing Services (“Contract”) is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Public Strategies, 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 Marketing and Advertising Services, as more particularly described in certain Contract Documents. This Contract memorializes the agreement of the parties with respect to the 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. Pursuant to Executive Order 2024-12 as amended and for as long as it is effective:
  - 2.1. The Supplier certifies by their signature below that they have no active contract related to any campaign-related matter (i.e., candidates or issues/questions that will appear on a ballot), state question initiative, or policy-based 501(c)(4) at the time of their bid submission to an RFP for PR/marketing/communications nor shall they enter into one during the term of this contract; and
  - 2.2. In addition to the termination rights outlined in the attachments hereto, the State or any Customer may immediately vacate contracts, with no more than ten (10) days’ notice if the reason is for a PR Vendor or PR Vendor employee, in an unofficial capacity, being caught in violation of section 2.1 of this document.
  - 2.3. Supplier warrants and represents that it will comply with all parts of Executive Order 2024-12 as amended.

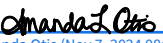
3. The following Contract Documents are attached hereto and incorporated herein:
  - 3.1. Solicitation, Attachment A;
  - 3.2. General Terms, Attachment B;
  - 3.3. Statewide Contract Terms, Attachment C;
  - 3.4. Information Technology Terms, Attachment D;
  - 3.5. Portions of the Bid, Attachment E
    - i. Pricing/Rate card
    - ii. Description of Services
  
4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.
  
5. Supplier will complete its required Authority to Operate Order (ATO) with OMES Cyber Command and provide a VPAT before providing any IT services under this Contract. Unless and until that is done, Products and services provided by Supplier are limited to non-IT products and services

**Signatures**

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

**by and through the  
OFFICE OF MANAGEMENT AND**

**PUBLIC STRATEGIES, INC.**

By:   
Amanda Otis (Nov 7, 2024 08:46 CST)

By:   
Sammye Norvell Cravens (Nov 7, 2024 08:41 CST)

Name: Amanda Otis

Name: Sammye Norvell Cravens

Title: State Purchasing Director

Title: Chief Operating Officer/Chief Financial Officer

Date: 11/07/2024

Date: 11/07/2024

**ATTACHMENT A**  
**SOLICITATION NO. EV00000444**

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.

**PURPOSE**

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses from potential Suppliers to provide Marketing and Advertising Services in one or multiple of the eight categories defined below, for State Agencies and Affiliates to utilize on an as-need basis.

All services under this solicitation and resulting contract, agreement, order, or release shall advance the mission and service delivery of the participating agency or affiliate. A clearly defined Statement of work must be included prior to agency acceptance, or purchase order/release from this Statewide contract.

The Contract is awarded as a Mandatory Statewide contract on behalf of the State of Oklahoma's Office of Management and Enterprise Services - Central Purchasing (OMES-CP) for a full range of as-needed Marketing and Advertising services. All state agencies and state affiliates may avail themselves of this contract.

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

- A. 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.
- B. Statewide Contracts are moving to an annual auto-renewal format, instead of the previous 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 not want to renew the Contract, a written termination notice shall be sent at least 30 days prior to the end of the Contract term.

**2. Solicitation Criterion:**

09/01/2020

**A. The Bid will be evaluated using a best value criterion as defined in Title 74 O.S. 85.2 of the Oklahoma Statutes and may include but is not limited to:**

- I. The Bidder's industry and program experience and record of successful past performance.
- II. The quality of the acquisition or technical competency as displayed in the technical response.
- III. The operational cost a state agency would incur.
- IV. Disclosure of, to include any conflict of interest, especially related to items 2 and 3 above.

**B. Scope and Description**

1. The State of Oklahoma is soliciting Suppliers to be included on a prequalification contract for Advertising and Marketing services. This is a full-service contract that is grouped in eight categories that represent the service needs of Oklahoma for Advertising and Marketing. Suppliers may choose to respond to one or multiple categories. The categories for which a Supplier is submitting a response should be clearly identified in their proposal. The categories covered under this solicitation include:
  - I. Category I – Web Based, Social & Emerging Media Services
  - II. Category II – Client Services
  - III. Category III - Creative Services
  - IV. Category IV – Advertising and Marketing Services
  - V. Category V – Integrated Marketing Services
  - VI. Category VI – Value Proposals
  - VII. Category VII – Direct Media Buys
  - VIII. Category VIII – Outdoor Advertising
2. "PR Vendor" includes public relations (PR), marketing, and communications services. For the purposes of this RFP any awarded vendor will be considered a PR Vendor.
3. Category Definitions:
  - i. **Category I -Web-based, Social and Emerging Media:** includes evolving methods of media production, delivery, and consumption. The creation, development, and implementation of marketing/communications tools, devices, and campaigns that reflect the evolving nature in which messaging is produced, delivered, and consumed. To include online marketing, e-mail marketing, social media, website development, mobile phone application development, and other emerging methods, platforms, and technologies, such as: The internet or similar electronic media (social networks e.g., Facebook, LinkedIn, blogs, podcasts, wikis, content communities: X,

YouTube, etc. Microblogging: Mobile and location-based platforms, such as foursquare, for the development, preparation, promotion, and distribution/ placement of information or advertisement.

ii. **Category II – Client Services:**

1. **Event Planning:** - To create, organize, and supervise all aspects of an event such as, but not limited to, trade shows, workshops, seminars, award ceremonies, and conventions. Event planning includes budgeting, establishing dates and alternate dates, selecting and reserving the event site, acquiring permits, and coordinating transportation and parking. Event planning also includes some or all the following depending on the event: developing a theme or motif for the event, arranging for speakers and alternate speakers, coordinating location support (such as electricity and other utilities), arranging decor, tables, chairs, tents, event support and security, catering, police, fire, portable toilets, parking, signage, emergency plans, and cleanup.
2. **Event Support** - Relates to service assistance (support) once all functional elements of a scheduled event have been established and/or a site has been secured. Included in part or in total would be: graphic design, back-drop graphic imprinted signs or panels, onsite support personnel for registration, surveys, workshop facilitators but not presenters, greeters, and other services that are ancillary to the successful event outcome.
3. **Business Development** – Services aimed at developing and implementing opportunities to expand within and between organizations and aiding in furthering a user’s mission.
4. **Project Management** – Services assisting a User in the initiation, planning, executing, controlling, and finalization of projects in order to achieve a user’s goals while meeting specific criteria for success.
5. **Quality Assurance** – Services that assist Users in ensuring a desired level of quality of service, through attention to process stages and efficiencies.
6. **Public Relations** - Includes: Research, planning, communication, dialogue and evaluation, public attitudes, definition of the policies,

procedures, and interests of an organization. More specifically publicity events, photo ops or publicity stunts, speeches to constituent groups and professional organizations, receptions, seminars, and other events, personal appearances, collateral literature (both offline and online), direct communication (carrying messages directly to audiences, rather than via the mass media) with, for example, printed or email newsletters, blogs as well as social media, and social networks.

iii. **Category III -Creative Services:**

1. **Art & Graphic Design** – Includes: Images, patterns, layouts, and other graphic devices composed into a coherent distinctive design intended for printing and/or for advertisements and printed materials. Awarded Suppliers will provide copywriting and technical writing services, create sketches, drawings, publication designs and typographic layouts, and furnish custom or stock artwork (including electronic artwork.)
2. **Commercial Photography** - Includes: Taking pictures, photo development, enlargements, hardcopy and/ or digital pictures (black and white or color) for advertisement, merchandising, product placement, brochures, leaflets, and other communication services.
3. **Video Production** - Includes: The development, creation and production of television programs, television commercials, training videos, and videos to raise public awareness about services, educate learners, train staff, and deliver brand messages. Essential functions include services to produce quality videos, content, production quality, and clarity. Awarded Suppliers will be responsible for project management, content development, creative script, finding talent, scouting filming locations, filming, and editing.

iv. **Category IV - Advertising and Marketing Services**

1. **Marketing** - Includes: Brand development, strategic planning, focus groups, video, PSA/commercials/radio spots development & production, event materials development, graphics, packaging, analytics & monitoring, email & social media marketing, mobile application development, search engine optimization & outreach, web development, media placement, qualitative use of mainstream

and ethnic-based TV and radio advertising reach through targeted programming, and pre-/post-campaign evaluations.

2. **Advertising** - Includes: The development, production (drafts, proof, edits, and finals) & positioning of specific messaging content in any identified or to be identified approved mainstream and ethnic communication mediums (newspapers, magazines, broadcast media, advertising media, social media, direct mail, billboards and posters, transit advertising, and promotional items) to reach a predetermined audience/demographic market. Includes services to promote awareness, disseminate information, enable public understanding of complex technical and social issues, etc.

v. **Category V - Integrated Marketing Services**

1. Must include all functions of a full-service marketing & advertising agency and cover services offered under the categories above. The Integrated Marketing Services Category is broad in scope so that departments can develop scopes of work that may require a variety of services offered under this contract.

vi. **Category VI – Value Added Proposals**

1. Suppliers may propose additional services not otherwise included in the solicitation. Suppliers must describe how these services would add value to the State and meet all other evaluation requirements listed in Section D. These additional services must be within the scope of the contract and not otherwise detailed in the other award categories. The State reserves the right to utilize options that are deemed to provide value to the State.

vii. **Category VII Definition – Direct Media Buys**

1. May include updated graphics regarding existing campaign materials (refresh and revise) including posters, promotional materials, displays, web site graphics, and television/digital video Public Service Announcements (PSAs).
2. May include updating and expanding creative messaging regarding an existing campaign including posters, promotional materials, displays, web site graphics, and television/digital video PSAs).
3. May include expansion of an existing web site and necessary edits/design to include new message and links.

4. May include targeted media buys and direction related to a statewide messaging campaign targeting certain established populations.
5. May include the purchase of broadcast and digital media messaging. Digital media as in web based direct ads (Pop-ups). Public Service Announcement (PSA) will pop-up when you go to a website. These can be on phone or other devices.
6. May include grass-roots campaign/training including development of an awareness tool kit with outlined activities, support materials, public messages (including social media), and other items as part of an existing campaign. Local coalition training regarding promotion and education as part of an existing campaign. Community events including assistance and promotional/awareness support.

viii. **Category VIII Definition – Outdoor Advertising**

1. Highway/Road Billboards – Paint, Panel, or Digital, Location – the physical location of the board(s).
2. DEC/Traffic Counts/Impressions – the number of people on a daily or weekly basis that see the board.
3. Readability – how easily read is the message on the board as you are driving by – how long is it?
4. Availability – does the desired route of the bus have a board that is available to put under contract?
5. Price – Advertising Cost, per increment of time?
6. Production fees – the cost to produce.

**C.** As referenced in subsection 7.2, Executive Summary and Company Information are on **Exhibit 01: Offeror response Worksheet, Executive Summary and Company Information.**

**D.** As referenced in subsection 7.7, All Technical responses are on **Exhibit 02: Offeror Response Worksheet, Technical Response.**

**E.** As referenced in subsection 7.8, The response to pricing shall be proposed using **Exhibit 03: Rate Card Template.**



- F.** As referenced in subsection 7.9, Value-added products and/or services within scope of the Acquisition are to be included in **Exhibit 02: Offeror Response Worksheet, Technical Response.**
  
- G.** As referenced in subsection 7.10, Business References are to be on **Exhibit 04: Bidder Reference Worksheet**
  
- H.** As referenced in subsection 7.11, third-party vendor information is included in on **Exhibit 05: Third Party Supplier Information.**

## 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 Addendums

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

### **3. Termination for Funding Insufficiency**

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

### **4. Termination for Cause**

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

### **5. Termination for Convenience**

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

### **6. Contract Management Fee and Usage Report**

**6.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all 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 Addendum.

**6.2** 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.

**6.3** All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto: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.
- v.** Reports must include the following information:

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

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

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
2401 North Lincoln Boulevard, Suite 118  
Oklahoma City, Oklahoma 73105

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

## ATTACHMENT D

### STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

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

#### 1 DEFINITIONS

- 1.1 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier. Customer Data includes both Non-Public Data and Personal Data.
- 1.2 **Data Breach** means the unauthorized access or the reasonable suspicion of unauthorized access, by an unauthorized person that results in the use, destruction, loss, alteration, disclosure, or theft of Customer Data.
- 1.3 **Host** includes the terms Hosted or Hosting and means the accessing, processing or storing of Customer Data.
- 1.4 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.5 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- 1.6 **Personal Data** means Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number,

account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.

- 1.7 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, loss, theft, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.8 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State. A Supplier with whom the State enters into an awarded Contract shall also be known as a Contractor.
- 1.9 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.10 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.

## **2 TERMINATION OF MAINTENANCE AND SUPPORT SERVICES**

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

- 2.1** Customer removes the product for which the services are provided, from productive use; or,
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).
- 2.3** If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

## **3 COMPLIANCE AND ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

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

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

#### **4 MEDIA OWNERSHIP (Disk Drive and/or Memory Chip Ownership)**

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

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

#### **5 OFFSHORE SERVICES**

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

#### **6 COMPLIANCE WITH TECHNOLOGY POLICIES**

**6.1** The Supplier agrees to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>.

Supplier’s employees and subcontractors shall adhere to the applicable State IT



Standards, policies, procedures and architectures as set forth at <https://oklahoma.gov/omes/services/information-services.html> or as otherwise provided by the State.

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

## **7 EMERGING TECHNOLOGIES**

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

## **8 EXTENSION RIGHT**

In addition to extension rights of the State set forth in the Contract, the State Chief Information Officer reserves the right to extend any Contract at his or her sole option if the State Chief Information Officer determine such extension to be in the best interest of the State.

## **9 SOURCE CODE ESCROW**

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

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

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

## **10 COMMERCIAL OFF THE SHELF SOFTWARE OR SUPPLIER TERMS**

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

## **11 OWNERSHIP RIGHTS**

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

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

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

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

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

## **12 INTELLECTUAL PROPERTY OWNERSHIP TO WORK PRODUCT**

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

**12.1** As to the Intellectual Property Rights to Work Product between Supplier and Customer, Customer shall be the exclusive owner and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is effectively transferred, granted, conveyed, assigned, and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third-Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

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

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

Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

**12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.

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

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

## **13 HOSTING SERVICES**

A Supplier shall be responsible for the obligations set forth in in this Contract, including those obligations related to breach reporting and associated costs when a Supplier Hosting Customer Data or providing products or services pursuant to an Acquisition, contributes to, or directly causes a Data Breach or a Security Incident. Likewise, Supplier shall be responsible for the obligations set forth in in this Contract, including those obligations related to breach reporting and associated costs when a Supplier's affiliate or subcontractor contributes to, or directly causes a Data Breach or a Security Incident.

## **14 CHANGE MANAGEMENT**

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

renewal or if future bids submitted by Supplier are evaluated by the State.

## **15 SERVICE LEVEL DEFICIENCY**

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

## **16 OWNERSHIP OF IT AND TELECOMMUNICATION ASSETS**

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

## **17 CUSTOMER DATA**

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

**17.2** Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of rights, title, and interest in Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

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

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

the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

## **18 DATA SECURITY**

- 18.1** Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
- 18.2** All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data. All Personal Data and Non-Public Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in a Statement of Work and will identify specific roles and responsibilities.
- 18.3** Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
- 18.4** At no time shall any Customer Data or processes – that either belong to or are intended for the use of the State - be copied, disclosed, or retained by Supplier or any party related to Supplier for subsequent use in any transaction that does not include the State unless otherwise agreed to by the State.
- 18.5** Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
- 18.6** Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

- 18.7** Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- 18.8** Any remedies provided are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

## **19 SECURITY ASSESSMENT**

- 19.1** The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.
- 19.2** Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

## **20 SECURITY INCIDENT OR DATA BREACH NOTIFICATION**

- 20.1** Supplier shall inform Customer of any Security Incident or Data Breach.
- 20.2** Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
- 20.3** Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice



period required by applicable law or regulation (i.e., HIPAA requires notice to be provided within 24 hours).

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

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

## **21 DATA BREACH NOTIFICATION AND RESPONSIBILITIES**

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

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

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

**21.3** If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

## **22 SUPPLIER REPRESENTATIONS AND WARRANTIES**

Supplier represents and warrants the following:

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

**22.2** Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect

its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

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

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

## **23 INDEMNITY**

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

## **24 TERMINATION, EXPIRATION AND SUSPENSION OF SERVICE**

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

**24.2** In the event of a termination or expiration of the Contract, the parties further agree:

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

- a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;
- b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or
- c. a combination of the two immediately preceding options.

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

- a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;
- b. 30 days after the effective date of termination, if the termination is for convenience; or
- c. 60 days after the effective date of termination if the termination is for cause.

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

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

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

## **25 GENERAL INFORMATION SECURITY REQUIREMENTS**

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

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

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

- 25.4** Contractor or its subcontractors agree to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at: <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>

## **26 HIPAA REQUIREMENTS**

**26.1** Contractor shall agree to use and disclose Protected Health Information in its possession or control in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

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

### **26.3 Business Associate Terms Definitions:**

- a. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate’s workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.
- b. Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.
- c. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 C.F.R. 160.103.
- d. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.
- e. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of

Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.

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

- a. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
- b. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- c. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;
- d. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
- e. make its applicable policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA’s compliance and the Secretary of the Department of Health and Human Services (HHS);
- f. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
- g. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- h. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
- i. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
- j. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without

unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;

- k. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the unauthorized disclosure by Business Associate of any PHI resulting from the negligent acts or omissions of Business Associate or to the breach by Business Associate of any applicable obligation related to PHI;
- l. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
- m. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;
- n. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;
- o. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and

- p. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

**26.5** Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

- a. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;
- b. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- c. disclose PHI to report violations of law to appropriate federal and state authorities; or
- d. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;
- e. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
- f. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § 164.502(d)].

**26.6** Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

- c. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- d. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.
- e. Covered Entity shall provide the minimum necessary PHI to Business Associate.

**26.7** Term and Termination:

- a. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall as applicable:
  - i. retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
  - iii. continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - iv. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under “Permitted Uses and Disclosures By Business Associate” that applied prior to termination; and
  - v. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- b. All other applicable obligations of Business Associate under this Agreement shall survive termination.
- c. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The Client shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such



time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)-(iii) & 164.314 (a)(2)(i)(C).

## **26.8** Miscellaneous Provisions:

- a. No Third-Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- b. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.
- c. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.
- d. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
- e. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
- f. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.
- g. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

## **27** **42 C.F.R. PART 2 RELATED PROVISIONS**

- 27.1** Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate administrative supervision and training to their employees and agents to ensure

compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:

- 27.2** Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;
- 27.3** Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of any kind;
- 27.4** Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
- 27.5** Agrees to, when applicable and to the extent within Contractor's control, use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).
- 27.6** Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.
- 27.7** Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;
- 27.8** Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;
- 27.9** Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the

State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;

- 27.10** Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.

## **28 DATA SECURITY**

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

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

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

- 28.3** Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

## **29 FEDERAL TAX INFORMATION REQUIREMENTS IRS PUBLICATION 1075**

- 29.1** PERFORMANCE: If Contractor takes possession or control of Federal Tax Information in performance of this contract, the Contractor agrees to, when applicable and to the extent within Contractor's control, comply with and assume responsibility for compliance by officers or employees with the following requirements:

- 29.2** All work will be performed under the supervision of the State of Oklahoma.

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

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

- 29.5** FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- 29.6** The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- 29.7** Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- 29.8** All Contractor computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- 29.9** No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- 29.10** Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- 29.11** To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- 29.12** In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- 29.13** For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- 29.14** The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

### **30 CRIMINAL/CIVIL SANCTIONS**

- 30.1** Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- 30.2** Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- 30.3** Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 30.4** Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 30.5** Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or

electronic signature, a confidentiality statement certifying their understanding of the security requirements.

## **31 INSPECTION**

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

## **32 SSA REQUIREMENTS**

- 32.1** PERFORMANCE: If Contractor takes possession or control of in SSA provided information in the performance of this contract, the contractor agrees to, where applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by his or her employees with the following requirements:
- 32.2** All work will be done under the supervision of the State of Oklahoma.
- 32.3** Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
- 32.4** All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- 32.5** No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.
- 32.6** The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.
- 32.7** Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.
- 32.8** Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.

- 32.9** Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA-provided information as part of their duties.
- 32.10** The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.
- 32.11** Where the Contractor processes, handles, or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the Contractor within the Agreement.
- 32.12** SSA requires all parties subject to this Agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.
- 32.13** SSA requires all parties subject to this Agreement to agree that any Client-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a "de facto" extension of the Client and is subject to onsite inspection and review by the Client or SSA with prior notice.
- 32.14** If the Contractor must send a Contractor computer, hard drive, or other computing or storage device offsite for repair, the Contractor must have a non-disclosure clause in their contract with the vendor. If the Contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the Contractor's vendor contract. The Contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the Contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.
- 32.15** In the event of a suspected or verified data breach involving SSA provided information, the Contractor shall notify the Client immediately.
- 32.16** The Client shall have the right to void the contract if the contractor fails to provide the safeguards described above.

### **33 CRIMINAL/CIVIL SANCTIONS**

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

### **33.1 Civil Remedies**

- a. In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this Agreement acted in a manner which was intentional or willful, shall be liable in an amount equal to the sum of
- b. actual damages sustained by the individual because of the refusal or failure, but in no case, shall a person entitled to recovery receive less than the sum of \$1,000; and
- c. the costs of the action together with reasonable attorney fees as determined by the court.
- d. An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

### **33.2 Criminal Penalties**

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



- b. Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(2).
- c. Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(3).

## **34 CHILD SUPPORT FPLS REQUIREMENTS**

- 34.1** Contractor, when applicable and to the extent within Contractor's control, and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.
- 34.2** This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.
- 34.3** This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

## **35 FERPA REQUIREMENTS**

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

## **36 CJIS REQUIREMENTS**

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

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

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

**36.4** DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI AND CERTIFICATION- The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

**36.5** This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy plus all data

transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.

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

- a. the Definitions and Acronyms in §3 & Appendices “A” & “B”;
- b. the general policies in §4;
- c. the Policies in §5;
- d. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
- e. the Supplemental Guidance in Appendices “J”.

**36.7** This FBI Security Policy is located and may be downloaded at:

- a. [https://le.fbi.gov/file-repository/cjis\\_security\\_policy\\_v5-9-2\\_20221207-5.pdf](https://le.fbi.gov/file-repository/cjis_security_policy_v5-9-2_20221207-5.pdf)
- b. By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

## **37 NOTICES**

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

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

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

OMES Deputy General Counsel  
3115 North Lincoln Blvd  
Oklahoma City, Oklahoma 73105

This rate card applies to all Categories (I-VIII).

Labor Category	Hourly Rate	3% Rate Increase 2nd year	3% Rate Increase 3rd year	3% Rate Increase 4th year	3% Rate Increase 5th year
Administrative Assistant I	70.00	72.10	74.26	76.49	78.78
Administrative Assistant II	75.00	77.25	79.57	81.96	84.42
Administrative Assistant III	80.00	82.40	84.87	87.42	90.04
Content Strategy and Delivery Manager I	180.00	185.40	190.96	196.69	202.59
Content Strategy and Delivery Manager II	200.00	206.00	212.18	218.55	225.11
Content Strategy and Delivery Manager III	225.00	231.75	238.70	245.86	253.24
Design Manager I	180.00	185.40	190.96	196.69	202.59
Design Manager II	200.00	206.00	212.18	218.55	225.11
Design Manager III	225.00	231.75	238.70	245.86	253.24
Digital Production Manager I	185.00	190.55	196.27	202.16	208.22
Digital Production Manager II	205.00	211.15	217.48	224.00	230.72
Digital Production Manager III	230.00	236.90	244.01	251.33	258.87
Digital Specialist I	150.00	154.50	159.14	163.91	168.83
Digital Specialist II	165.00	169.95	175.05	180.30	185.71
Digital Specialist III	180.00	185.40	190.96	196.69	202.59
Director I	230.00	236.90	244.01	251.33	258.87
Director II	260.00	267.80	275.83	284.10	292.62
Director III	290.00	298.70	307.66	316.89	326.40
Editor & Technical Writer I	155.00	159.65	164.44	169.37	174.45
Editor & Technical Writer II	195.00	200.85	206.88	213.09	219.48
Editor & Technical Writer III	225.00	231.75	238.70	245.86	253.24
Events & Logistics Manager I	180.00	185.40	190.96	196.69	202.59
Events & Logistics Manager II	195.00	200.85	206.88	213.09	219.48
Events & Logistics Manager III	235.00	242.05	249.31	256.79	264.49
Events Coordinator I	90.00	92.70	95.48	98.34	101.29
Events Coordinator II	105.00	108.15	111.39	114.73	118.17
Events Coordinator III	115.00	118.45	122.00	125.66	129.43
Events Specialist I	135.00	139.05	143.22	147.52	151.95
Events Specialist II	150.00	154.50	159.14	163.91	168.83
Events Specialist III	170.00	175.10	180.35	185.76	191.33
Corporate Leader I	240.00	247.20	254.62	262.26	270.13
Corporate Leader II	280.00	288.40	297.05	305.96	315.14
Corporate Leader III	320.00	329.60	339.49	349.67	360.16
Graphic Designer I	135.00	139.05	143.22	147.52	151.95
Graphic Designer II	160.00	164.80	169.74	174.83	180.07
Graphic Designer III	180.00	185.40	190.96	196.69	202.59
Innovation Manager I	200.00	206.00	212.18	218.55	225.11
Innovation Manager II	235.00	242.05	249.31	256.79	264.49
Innovation Manager III	270.00	278.10	286.44	295.03	303.88
Marketing Project Manager I	140.00	144.20	148.53	152.99	157.58
Marketing Project Manager II	160.00	164.80	169.74	174.83	180.07
Marketing Project Manager III	175.00	180.25	185.66	191.23	196.97
Marketing Specialist I	135.00	139.05	143.22	147.52	151.95
Marketing Specialist II	150.00	154.50	159.14	163.91	168.83
Marketing Specialist III	170.00	175.10	180.35	185.76	191.33
Project Coordinator I	90.00	92.70	95.48	98.34	101.29
Project Coordinator II	105.00	108.15	111.39	114.73	118.17
Project Coordinator III	115.00	118.45	122.00	125.66	129.43
Project Manager I	140.00	144.20	148.53	152.99	157.58
Project Manager II	160.00	164.80	169.74	174.83	180.07
Project Manager III	175.00	180.25	185.66	191.23	196.97
Project Specialist I	95.00	97.85	100.79	103.81	106.92
Project Specialist II	115.00	118.45	122.00	125.66	129.43
Project Specialist III	130.00	133.90	137.92	142.06	146.32
Strategic Communications Manager I	200.00	206.00	212.18	218.55	225.11
Strategic Communications Manager II	235.00	242.05	249.31	256.79	264.49
Strategic Communications Manager III	270.00	278.10	286.44	295.03	303.88

## Venue and Equipment Rental

This rate card applies to all Categories (I-VIII). Category VI Value Proposals include but are not limited to:

- 1) Virtual Production/Virtual Reality
- 2) Creatively Repurposed Event Content
- 3) Training Services
- 4) High-Impact Direct Mail/Marketing
- 5) Content Development
- 6) Crisis Communications and Consulting
- 7) Rentable Space and Equipment

Venue	Rate	3% Rate Increase 2nd year	3% Rate Increase 3rd year	3% Rate Increase 4th year	3% Rate Increase 5th year
Venue Rental (per hour) - excludes the studio	200.00	206.00	212.18	218.55	225.11
Studio Rental (full day)	5,500.00	5,665.00	5,834.95	6,010.00	6,190.30
Studio Rental (half day)	3,500.00	3,605.00	3,713.15	3,824.54	3,939.28
Studio Rental (per hour) - 2hr minimum	875.00	901.25	928.29	956.14	984.82

Equipment	Day Rate	3% Rate Increase 2nd year	3% Rate Increase 3rd year	3% Rate Increase 4th year	3% Rate Increase 5th year
<b>Lighting</b>					
amaran 200d Daylight LED Light	29.90	30.80	31.72	32.67	33.65
amaran F22c 2 x 2' 001	53.82	55.43	57.09	58.80	60.56
amaran F22c 2 x 2' 002	53.82	55.43	57.09	58.80	60.56
amaran T2C RGB LED Tube Light	11.96	12.32	12.69	13.07	13.46
Aputure Barndoors for LS 300d/II	8.97	9.24	9.52	9.81	10.1
Aputure F10 Barndoors for LS 600d	12.56	12.93	13.32	13.72	14.13
Aputure F10 Fresnel for LS 600d	14.35	14.78	15.22	15.68	16.15
Aputure Infinibar PB12 001	29.90	30.80	31.72	32.67	33.65
Aputure Infinibar PB12 002	29.90	30.80	31.72	32.67	33.65
Aputure Infinibar PB12 003	29.90	30.80	31.72	32.67	33.65
Aputure Infinibar PB12 004	29.90	30.80	31.72	32.67	33.65
Aputure Infinibar PB12 005	29.90	30.80	31.72	32.67	33.65
Aputure Infinibar PB12 006	29.90	30.80	31.72	32.67	33.65
Aputure Infinibar PB12 007	29.90	30.80	31.72	32.67	33.65
Aputure Infinibar PB12 008	29.90	30.80	31.72	32.67	33.65
Aputure INFINIBAR Multi-Light Shaping Kit	75.35	77.61	79.94	82.34	84.81
Aputure Lantern 90	12.56	12.93	13.32	13.72	14.13
Aputure Light Dome 150	14.95	15.40	15.86	16.34	16.83
Aputure Light Dome II	14.35	14.78	15.22	15.68	16.15
Aputure Light Dome Mini II	10.76	11.09	11.42	11.76	12.11
Aputure LS 600d Pro	74.75	76.99	79.30	81.68	84.13
Aputure LS 600X Pro	71.76	73.91	76.13	78.41	80.76
Aputure LS C300d Mark II	40.07	41.27	42.51	43.79	45.1
Aputure MC Pro RGB LED Light Panel Kit	99.87	102.86	105.95	109.13	112.4
Aputure Nova P300c RGB LED Light Panel Kit	102.26	105.33	108.49	111.74	115.09
Aputure Softbox for P300c LED Panel	12.56	12.93	13.32	13.72	14.13

\*This sheet regularly updates as more equipment becomes available.

Equipment	Day Rate	3% Rate Increase 2nd year	3% Rate Increase 3rd year	3% Rate Increase 4th year	3% Rate Increase 5th year
<b>Lenses</b>					
Atlas Lens Co. Mercury 36mm Lens	198.00	203.94	210.06	216.36	222.85
Atlas Lens Co. Mercury 42mm Lens	198.00	203.94	210.06	216.36	222.85
Atlas Lens Co. Mercury 72mm Lens	198.00	203.94	210.06	216.36	222.85
Canon RF 15-35mm f/2.8 L IS USM Lens	35.28	36.34	37.43	38.55	39.71
Canon RF 24-70mm f/2.8 L IS USM Lens	34.09	35.11	36.16	37.24	38.36
Canon RF 70-200mm f/2.8 L IS USM Lens	40.07	41.27	42.51	43.79	45.1
DJI DL PZ 17-28mm	36.48	37.57	38.70	39.86	41.06
DJI DL PZ 24mm	34.68	35.72	36.79	37.89	39.03
DJI DL PZ 35mm	34.68	35.72	36.79	37.89	39.03
DJI DL PZ 50mm	32.89	33.88	34.90	35.95	37.03
DZOFilm CATTACE 18-35 Cine Zoom	86.11	88.70	91.36	94.10	96.92
DZOFilm CATTACE 35-80 Cine Zoom	86.11	88.70	91.36	94.10	96.92
DZOFilm CATTACE 70-135 Cine Zoom	86.11	88.70	91.36	94.10	96.92
DZOFilm VESPID Retro KIT	478.40	492.75	507.53	522.76	538.44
DZOFilm VESPID Retro 100mm	68.77	70.83	72.95	75.14	77.39
DZOFilm VESPID Retro 125mm	68.77	70.83	72.95	75.14	77.39
DZOFilm VESPID Retro 16mm	68.77	70.83	72.95	75.14	77.39
DZOFilm VESPID Retro 25mm	68.77	70.83	72.95	75.14	77.39
DZOFilm VESPID Retro 35mm	68.77	70.83	72.95	75.14	77.39
DZOFilm VESPID Retro 50mm	68.77	70.83	72.95	75.14	77.39
DZOFilm VESPID Retro 75mm	68.77	70.83	72.95	75.14	77.39
Rokinon 24mm T1.5 CINE DSX RF Mount	23.32	24.02	24.74	25.48	26.24
Rokinon 35mm T1.5 CINE DS EF Mount	22.13	22.79	23.47	24.17	24.9
Rokinon 35mm T1.5 CINE DSX RF Mount	21.53	22.17	22.84	23.53	24.24
Rokinon 50mm T1.5 CINE DS EF Mount	21.53	22.17	22.84	23.53	24.24
Rokinon 50mm T1.5 CINE DSX RF Mount	20.33	20.94	21.57	22.22	22.89
Rokinon 85mm T1.5 CINE DS EF Mount	17.34	17.86	18.40	18.95	19.52
Rokinon 85mm T1.5 CINE DSX RF Mount	16.15	16.63	17.13	17.64	18.17
Metabones EF - RF T Speed Booster ULTRA	15.55	16.01	16.49	16.98	17.49

\*This sheet regularly updates as more equipment becomes available.

Equipment	Day Rate	3% Rate Increase 2nd year	3% Rate Increase 3rd year	3% Rate Increase 4th year	3% Rate Increase 5th year
<b>Camera</b>					
Angelbird 1TB Cfast 2.0 Card	23.92	24.64	25.38	26.14	26.92
Canon EOS R5 C	90.30	93.01	95.80	98.67	101.63
Canon LP-E6NH Battery	11.36	11.70	12.05	12.41	12.78
Canon EOC C70	117.21	120.72	124.34	128.07	131.91
Watson B-1546 Canon Battery	22.72	23.41	24.11	24.83	25.57
Core SWX Nano V150 V-mt	14.95	15.40	15.86	16.34	16.83
Core SWX HELIX PRIME V-Mt	20.93	21.56	22.21	22.88	23.57
Core SWX Battery Plate for RED KOMODO (V-Mount)	16.15	16.63	17.13	17.64	18.17
DJI Mavic 3 Pro Cine Drone	267.31	275.33	283.59	292.10	300.86
DJI Ronin 4D Battery	13.75	14.17	14.60	15.04	15.49
DJI Ronin 4D Camera Body	194.35	200.18	206.19	212.38	218.75
DJI High-Bright Remote Monitor	56.21	57.90	59.64	61.43	63.27
DJI Ronin 4D Flex Unit	31.10	32.03	32.99	33.98	35
DJI Ronin 4D Memory Cards	25.12	25.87	26.65	27.45	28.27
DJI Ronin 4D 8K Gimbal Camera Upgrade	89.70	92.39	95.16	98.01	100.95
DJI Ronin 4D Wireless Transmitter TX2	17.34	17.86	18.40	18.95	19.52
DJI Ronin 4D Expander Plate	17.94	18.48	19.03	19.60	20.19
ProGrade Digital 256GB UHS-II SDXC	14.35	14.78	15.22	15.68	16.15
RED 2TB PRO CFexpress 2.0 Type B Memory Card	28.11	28.95	29.82	30.71	31.63
RED 512GB RED PRO CFast 2.0 Card	19.73	20.33	20.94	21.57	22.22
RED CFAST 2.0 Reader	11.36	11.70	12.05	12.41	12.78
RED CFEXPRESS Reader	11.96	12.32	12.69	13.07	13.46
RED Compact Dual Battery Charger (V-Mount)	10.76	11.09	11.42	11.76	12.11
RED DIGITAL CINEMA DSMC3 RMI Cable (18)	11.36	11.70	12.05	12.41	12.78
Red Digital Cinema KOMODO 6K	240.40	247.61	255.04	262.69	270.57
SmallHD EXT Cable 9-Pin to 5-Pin for RED KOMODO	11.96	12.32	12.69	13.07	13.46
SmallHD Monitor RED	59.20	60.98	62.81	64.69	66.63
Red DSMC3 5-Pin to 3.5mm adapter	11.96	12.32	12.69	13.07	13.46
RED DSMC3 RED Touch 7 LCD	77.74	80.07	82.47	84.94	87.49
RED KOMODO AC Power Adapter	11.36	11.70	12.05	12.41	12.78
RED Komodo Expander Module	20.33	20.94	21.57	22.22	22.89
RED Komodo Side Ribs	11.96	12.32	12.69	13.07	13.46
RED Komodo Wing Grip	11.36	11.70	12.05	12.41	12.78
RED REDVOLT XL-V Battery	29.90	30.80	31.72	32.67	33.65
RED RF to PL Adapter	85.51	88.08	90.72	93.44	96.24
RED V-Raptor XL 8K VV	867.10	893.11	919.90	947.50	975.93
V-Raptor XL Bottom 15mm LWS Rod support	13.75	14.17	14.60	15.04	15.49
V-Raptor XL EF Mount	34.09	35.11	36.16	37.24	38.36
V-Raptor XL Riser Plate	14.35	14.78	15.22	15.68	16.15
V-Raptor XL Top 15mm LWS Rod support	13.75	14.17	14.60	15.04	15.49
V-Raptor XL Top Handle	40.66	41.88	43.14	44.43	45.76
Lexar 256GB SDXC Cards	14.35	14.78	15.22	15.68	16.15
<b>Sound</b>					
Countryman B3 Omni Lavalier Mic (Black) 002	11.96	12.32	12.69	13.07	13.46
Countryman B3 Omni Lavalier Mic (White) 001	11.96	12.32	12.69	13.07	13.46
Countryman B3 Omni Lavalier Mic (Black) 001	11.96	12.32	12.69	13.07	13.46
Deity TC-1 (3 Pack)	28.11	28.95	29.82	30.71	31.63
Deity TC-SL1 Wireless Timecode Smart Slate	32.89	33.88	34.90	35.95	37.03
Hollyland Solidcom C1-4S	35.88	36.96	38.07	39.21	40.39
K-Tec KE-89CC Avalon Boompole	15.55	16.01	16.49	16.98	17.49
K-Tek Stingray MixPro Audio Bag for MixPre-6	8.97	9.24	9.52	9.81	10.1
Kondor Blue XLR Female to Mini XLR 5-foot	4.19	4.31	4.44	4.57	4.71
MixPre-6 II 6-Channel / 8-Track Multitrack 32-Bit Field Recorder	29.90	30.80	31.72	32.67	33.65
RED DSMC3 Red 5-pin to dual XLR	11.96	12.32	12.69	13.07	13.46
Rode NTG4+ Shotgun Microphone	20.33	20.94	21.57	22.22	22.89
RODE NTG2 Shotgun Microphone	14.95	15.40	15.86	16.34	16.83
Schoeps CMC641 Set Colette Series Supercardioid Microphone Set	69.37	71.45	73.59	75.80	78.07
Sennheiser AVX Digital Wireless Lavalier Pro Set	50.23	51.74	53.29	54.89	56.54
Sennheiser MKE 2 Gold Series Lavalier Microphone	26.91	27.72	28.55	29.41	30.29
SKB iSeries Sennheiser AVX Case	8.97	9.24	9.52	9.81	10.1
XLR Female to XLR Male Cable 10-foot	11.36	11.70	12.05	12.41	12.78
Zoom F6 NP-F750 Battery	5.98	6.16	6.34	6.53	6.73
Zoom F6	24.52	25.25	26.01	26.79	27.59

\*This sheet regularly updates as more equipment becomes available.

Equipment	Day Rate	3% Rate Increase 2nd year	3% Rate Increase 3rd year	3% Rate Increase 4th year	3% Rate Increase 5th year
<b>Tripods &amp; Support</b>					
Easyrig Minimax with Quick Release	53.22	54.82	56.46	58.15	59.89
E-Image EI-7100H-KIT Tripod	29.90	30.80	31.72	32.67	33.65
E-Image GH06 Head with 2-Stage Carbon Fiber Tripod Legs	20.93	21.56	22.21	22.88	23.57
Manfrotto MVMXPRO500US XPRO Aluminum Video Monopod	14.95	15.40	15.86	16.34	16.83
Noga DG9038CA CineArm DG (Medium)	12.56	12.93	13.32	13.72	14.13
Sachtler AKTV10 FLUID HEAD S2072S/TRPD FT100 GS	119.60	123.19	126.89	130.70	134.62
Sachtler System 20 S1 SL HD MCF	239.20	246.38	253.77	261.38	269.22
SmallRig 12 Lightweight ARRI-Style Dovetail Plate	8.97	9.24	9.52	9.81	10.1
SmallRig 15mm Carbon Fiber Rod Set (12)	5.38	5.54	5.71	5.88	6.06
SmallRig 15mm Carbon Fiber Rod Set (8)	4.19	4.31	4.44	4.57	4.71
SmallRig 15mm Dovetail Baseplate	8.97	9.24	9.52	9.81	10.1
SmallRig Mini Matte Box Lite	11.36	11.70	12.05	12.41	12.78
Teradek 2-Pin LEMO to P-Tap Cable (18)	12.56	12.93	13.32	13.72	14.13
Teradek CTRL.3 Three-Axis Wireless Lens Controller	158.47	163.22	168.12	173.16	178.35
Teradek MDR.X 3-Channel Lens Control Receiver with Bluetooth	119.60	123.19	126.89	130.70	134.62
Teradek RT MOTR.S Lens Motor 001	58.60	60.36	62.17	64.04	65.96
Teradek RT MOTR.S Lens Motor 002	58.60	60.36	62.17	64.04	65.96
Teradek RT MOTR.S Lens Motor 003	58.60	60.36	62.17	64.04	65.96
Tilta 10 Lightweight Dovetail Plate	12.56	12.93	13.32	13.72	14.13
Tilta Follow Focus 15mm	41.86	43.12	44.41	45.74	47.11
Tilta Lens Support 15mm	11.36	11.70	12.05	12.41	12.78
Tilta Nucleus-M	25.71	26.49	27.28	28.10	28.94
<b>Dolly, Mounts, Track</b>					
Dana Dolly Portable Dolly System Rental Kit	89.70	92.39	95.16	98.01	100.95
eMotimo Spectrum ST4 Pro Bundle + Dana Dolly Integration	29.90	30.80	31.72	32.67	33.65
Doorway Dolly	29.90	30.80	31.72	32.67	33.65
Doorway Dolly sled	23.92	24.64	25.38	26.14	26.92
Telescopic Jib	89.70	92.39	95.16	98.01	100.95
Jib Track Wheels	23.92	24.64	25.38	26.14	26.92
16' track	23.92	24.64	25.38	26.14	26.92
Shim and Cribbing	8.97	9.24	9.52	9.81	10.1

\*This sheet regularly updates as more equipment becomes available.



Equipment	Day Rate	3% Rate Increase 2nd year	3% Rate Increase 3rd year	3% Rate Increase 4th year	3% Rate Increase 5th year
<b>Monitor &amp; Video Village</b>					
Atomos Neon Production Monitor	119.60	123.19	126.89	130.70	134.62
Ikan PT3700-TK Teleprompter	59.80	61.59	63.44	65.34	67.3
Blackmagic ATEM Mini Extreme ISO	41.26	42.50	43.78	45.09	46.44
Oyen Digital Helix SSD 8TB 001	23.92	24.64	25.38	26.14	26.92
Oyen Digital Helix SSD 8TB 002	23.92	24.64	25.38	26.14	26.92
Teradek Serv Pro Mini	56.21	57.90	59.64	61.43	63.27
Samsung 4TB T7 Shield SSD	16.74	17.25	17.77	18.30	18.85
<b>Stingers</b>					
Filmtools Stinger 25'	7.18	7.39	7.61	7.84	8.08
Filmtools Stinger 50'	8.97	9.24	9.52	9.81	10.1
<b>Step &amp; Furniture Pads</b>					
10' Ladder	47.84	49.28	50.76	52.28	53.85
Furniture Pads	4.78	4.93	5.08	5.23	5.39
<b>Grip</b>					
Atomos Shinobi 5 4K HDMI Monitor and Accessory Kit	23.92	24.64	25.38	26.14	26.92
Avenger Roller Stand 34 with Folding Base	41.86	43.12	44.41	45.74	47.11
Axler QRA-501L	8.97	9.24	9.52	9.81	10.1
Benro 100mm Hi-Hat	17.94	18.48	19.03	19.60	20.19
Matthews 4x4 Empty Frame	4.78	4.93	5.08	5.23	5.39
Matthews Hollywood C-Stand Grip Arm Kit ( 10.5')	9.57	9.86	10.16	10.46	10.77
Matthews Slider Stand	17.34	17.86	18.40	18.95	19.52
Impact Rolling Case for Three 52 C-Stands	17.94	18.48	19.03	19.60	20.19
Impact Super Clamp with Ratchet Handle	4.78	4.93	5.08	5.23	5.39
Impact Turtle Base C-Stand Black	17.94	18.48	19.03	19.60	20.19
Impact Turtle Base C-Stand Chrome	17.94	18.48	19.03	19.60	20.19
Proaim 1 1/4 Speed Rail 4'	17.94	18.48	19.03	19.60	20.19
Proaim 1 1/4 Speed Rail 6'	17.94	18.48	19.03	19.60	20.19
TRP Ultrabounce Floppy 4x4	14.35	14.78	15.22	15.68	16.15
TRP Floppy 4x4	8.97	9.24	9.52	9.81	10.1
TRP Single Net 4x4	11.96	12.32	12.69	13.07	13.46
TRP Double Net 4x4	11.96	12.32	12.69	13.07	13.46
TRP Poly Silk 4x4	11.96	12.32	12.69	13.07	13.46
TRP Magic Cloth 4x4	11.96	12.32	12.69	13.07	13.46
<b>Filters</b>					
Polarpro 95mm QuartzLine Circular Polarizer Filter	14.95	15.40	15.86	16.34	16.83
Schneider 4 x 5.65 Hollywood Black Magic 1/2 Filter	16.74	17.25	17.77	18.30	18.85
Schneider 4 x 5.65 Hollywood Black Magic 1/4 Filter	16.74	17.25	17.77	18.30	18.85
Schneider 4 x 5.65 Hollywood Black Magic 1/8 Filter	16.74	17.25	17.77	18.30	18.85
Tiffen 82mm Variable Neutral Density Filter	12.56	12.93	13.32	13.72	14.13
Tiffen Black Pro Mist 1/4 82mm	11.96	12.32	12.69	13.07	13.46
Tiffen Black Pro Mist 1/8 82mm	12.56	12.93	13.32	13.72	14.13
Vaxis 95mm Polarizing Filter for Tilta Mirage Matte Box	10.17	10.47	10.78	11.10	11.43

\*This sheet regularly updates as more equipment becomes available.

## BUSINESS PROFILE | WEB-BASED, SOCIAL & EMERGING MEDIA SERVICES | CATEGORY I

Public Strategies is a full-service marketing and advertising agency with more than three decades of expertise and a highly skilled team of web, social media, and video experts. Our web developers, software engineers, UI/UX designers, and data engineers have created innovative websites, mobile applications, proprietary data management systems, data visualization and dashboards, and online learning management resources. Additionally, our talented graphic designers, social and digital media strategists, and video/virtual production experts create award-winning products that resonate across diverse platforms and help our clients stay ahead in the rapidly evolving digital marketing landscape.

### Web-Based Services

- **Website Development:** Provide full-spectrum web services including content creation, UI/UX design, and development to create visually appealing, effective, and user-friendly sites
- **Mobile App Development:** Design and deploy mobile applications that enhance participant experiences and include functionalities such as scheduling, progress tracking, and direct messaging
- **Targeted Digital Advertising:** Support prospecting, contextual advertising, behavioral/retargeting strategies, location-based and look-a-like targeting, customer response marketing, and native ads
- **Digital Media Buying:** Optimize ad placements to enhance campaign impact and cost-efficiency
- **PPC Campaigns:** Maximize online visibility/drive traffic to client sites using pay-per-click strategies

### Social Media Services

- **Comprehensive Social Media Management:** Conceptualize paid and organic social media strategies across multiple platforms, utilizing strategic scheduling, targeted advertising, and interactive posts to enhance engagement and drive conversions
- **Content Production and Distribution:** Coordinate complex, multi-platform strategies to create and disseminate video and static content that informs and engages
- **Performance Analytics:** Provide detailed analytics to track engagement rates, measure campaign success, and refine strategies for optimal performance across all social media channels

### Emerging Media Services

- **OTT Advertising:** Deploy targeted Over-The-Top (OTT) campaigns on apps and free online streaming sites, reaching audiences during their leisure time
- **Digital Beacon Technology:** Utilize beacon technology for hyper-local advertising, triggering ad deliveries when potential clients enter specific geographical zones
- **Virtual Reality:** Create compelling, immersive virtual reality training experiences that enable interactive engagement and networking in customized virtual spaces

### CLIENTS SERVED

Office of Family Assistance (OFA), Administration for Children & Families (ACF) • Office of Planning, Research & Evaluation (OPRE), ACF • It's My Community Initiative • Oklahoma Human Services (OKDHS) — Adult & Family Services

### PROFESSIONAL AFFILIATIONS – COMPANY & KEY PERSONNEL

American Advertising Federation Oklahoma • American Marketing Association • Disguise Certification in Virtual Production • Meeting Planners International • Public Relations Society of America • Professional Convention Management Association

## BUSINESS PROFILE | CLIENT SERVICES | CATEGORY II

For more than three decades, Public Strategies has delivered multifaceted solutions tailored to the unique goals of our clients. Leveraging its broad expertise, Public Strategies delivers wraparound services—from consulting and business development to project management and quality assurance. These skills are complemented by our longstanding expertise in PR and event management. From concepting to on-the-ground execution, we offer seamless event planning for in-person, virtual, and hybrid events. Additionally, our production team leverages the most advanced technology to create meaningful video content and rich virtual reality experiences.

### CLIENT SERVICES OFFERED

#### Event Planning & Support

- **Scalable Events:** Manage conferences, trainings, and events of all sizes
- **Comprehensive Events & Logistics:** Oversee event planning and logistics from start to finish, including theme development, speaker identification and contracting, hotel sourcing and room management, venue and vendor coordination, travel and transportation, décor, graphic design, contingency planning, registration, on-site support, and development of scripts, agendas, and presentations
- **Training and Facilitation:** Offer expert training and facilitation services to deliver high quality workshops and presentations

#### Business Development

- **Business Expansion:** Identify opportunities, develop proposals and pitches, cultivate strategic partnerships, and convene coalitions and working groups
- **Stakeholder Engagement:** Support strategic outreach and supply technical assistance

#### Project Management

- **Efficiency Optimization:** Apply project management expertise and proven methodologies to organize and streamline processes across all stages of the project lifecycle
- **Performance Mapping and Monitoring:** Guided by incisive insights into our clients' objectives, we formulate detailed workplans, performance benchmarks, and project safeguards

#### Quality Assurance

- **Comprehensive Quality Control:** Implement rigorous quality assurance processes
- **Feedback and Data-Driven Improvement:** Conduct surveys and analyze data to iterate and improve

#### Public Relations

- **Crisis Management:** Provide talking points and PR expertise to manage and mitigate issues
- **Strategic Communication:** Develop well-crafted strategies, speeches, plans, and written resources

### CLIENTS SERVED

Office of Family Assistance, Admin. for Children & Families (ACF) • Office of Community Services, ACF • Office of Planning, Research & Evaluation, ACF • Goodwill Industries • It's My Community Initiative • DeadCenter Film Festival • MDRC • Oklahoma Human Services— Developmental Disabilities Services; Adult & Family Services • Sunbeam Family Services • Water4

### PROFESSIONAL AFFILIATIONS – COMPANY & KEY PERSONNEL

American Advertising Federation Oklahoma • American Marketing Association • Disguise Certification in Virtual Production • Public Relations Society of America • Meeting Planners International • Professional Convention Management Association

## BUSINESS PROFILE | CREATIVE SERVICES | CATEGORY III

Over three decades, Public Strategies has established itself as a state and national leader in government communications initiatives, with a reputation for exceptional creativity and flawless visual execution. Our Creative Services team is composed of multidisciplinary designers and producers with the creative and technical expertise to handle complex initiatives. Our practice leverages the talents of each individual contributor to collectively deliver winning art/design, commercial photography, video production, and integrated marketing campaigns. We believe government communications can and should deliver at the highest standards of creative execution, to most effectively communicate with and serve Oklahoma citizens.

### Art & Graphic Design

- Ad campaign concepts and execution
- Bespoke art and design
- Brand design and development
- Tailored content for creative or technical writing projects
- Creative conceiving
- Full suite of creative services
- Hand or digital sketching
- Ideation
- Event design
- Graphic design including infographics, brochures, packaging, etc.
- Integrated creative collaboration
- Media development for any platform
- Mobile app design and development
- Publication and literature design
- Social media branding and conceiving
- TV campaigns
- Virtual and physical set design
- Web design and development

### Commercial Photography

- Location and studio photography
- Delivery of proofs, prints at any size/scale
- Specialty color and black and white photos
- Portraiture
- Product photography of size or scale
- Photo editing, touch-up, archiving

### Video Production

- Casting
- Certified film and music soundstage
- Content development/script writing
- Commercials for TV and Internet
- Editing for multiple types of delivery
- Eligible for all state film tax credits
- Integrated digital production environment
- Live and pre-recorded training content
- Live broadcasting for streaming or TV
- On-location videography/documentation
- Location scouting
- Mobile production studio for remote shooting
- Virtual production studio
- RED digital camera system
- Capable of shooting 4K and 8K video
- First certified virtual production studio in Oklahoma

### CLIENTS SERVED

Office of Family Assistance, Administration for Children & Families (ACF) • Office of Community Services, ACF  
Office of Planning, Research & Evaluation, ACF • Citizen Potawatomi Nation • It's My Community Initiative  
Mathematica Policy Research • MDRC • Oklahoma Human Services (OKDHS) — Developmental Disabilities  
Services • OKDHS — Adult & Family Services • Sunbeam Family Services • Shelterwell • OKC Thunder •  
McRay Roofing • Water4

### PROFESSIONAL AFFILIATIONS – COMPANY & KEY PERSONNEL

American Advertising Federation Oklahoma • American Marketing Association Oklahoma • Disguise  
Certification in Virtual Production • Public Relations Society of America • University of Central Oklahoma  
College of Fine Arts & Design Advisory Board • Certified Film & Music Sound Stage/State of Oklahoma & OKC

## BUSINESS PROFILE | ADVERTISING & MARKETING | CATEGORY IV

Public Strategies' award-winning, full-service marketing and advertising team has extensive expertise in producing multifaceted campaigns for government, nonprofit, and private sector entities. An Oklahoma-based company, Public Strategies has established itself over three decades as a state and national leader in innovative government communications initiatives. Our rich understanding of advertising psychology, creative messaging, and graphic and web design best practices—paired with the most sophisticated virtual production technology in the region—makes us uniquely positioned to elevate the quality and impact of marketing and advertising solutions. From integrated marketing plans to targeted ad campaigns to niche audiences, Public Strategies offers a full spectrum of advertising services that build brand equity, capture audience attention, and drive desired campaign actions and outcomes.

### Marketing Services

- Analytics and audience research including focus groups, customer personas, data metrics, and market research
- Brand design and development
- Content tailored for diverse audiences and niche distribution channels
- Creative concepting
- Digital marketing strategy
- Email marketing
- Event marketing materials
- Graphic design including infographics, brochures, packaging, etc.
- Integrated marketing plans
- Media placement
- Mobile app development
- Pre- and post-campaign evaluations
- PSAs and commercials
- Radio campaigns
- Search engine optimization (SEO)
- Social media marketing
- Strategic planning and consulting
- TV campaigns
- Video and virtual production
- Web design and development

### Advertising Services

- Ad creation and placement across billboards, broadcast media, direct mail, magazines, newspapers, radio, posters, promo items, social media, transit advertising and TV
- Dissemination to enable public understanding of complex issues
- Mainstream and niche advertising to diverse demographics/audiences
- Messaging development and testing
- Strategy, positioning, and brand awareness

### CLIENTS SERVED

Office of Family Assistance (OFA), Administration for Children & Families (ACF) • Office of Community Services (OCS), ACF • Office of Planning, Research & Evaluation (OPRE), ACF • Citizen Potawatomi Nation It's My Community Initiative • McRay Roofing • MDRC • Oklahoma Human Services (OKDHS) — Developmental Disabilities Services (DDS) • OKDHS – Adult & Family Services • Shelterwell

### PROFESSIONAL AFFILIATIONS – COMPANY & KEY PERSONNEL

American Advertising Federation (AAF) Oklahoma • American Marketing Association • Disguise Certification in Virtual Production • Public Relations Society of America • Professional Convention Management Assoc. Meeting Planners International

## BUSINESS PROFILE | INTEGRATED MARKETING SERVICES | CATEGORY V

Over three decades, Public Strategies has established itself as a state and national leader in groundbreaking integrated marketing initiatives. With an emphasis on government communications, Public Strategies offers a one-stop-shop approach. Working from a unified strategy—supported by more a dozen distinct service offerings—Public Strategies ensures seamless, well-integrated marketing. Drawing from visionary ideas, we formulate integrated strategic marketing plans and deploy them across diverse platforms and service arenas.

### INTEGRATED MARKETING SERVICES

#### Web-Based, Social & Emerging Media Services

- **Website and app development:** Design and develop custom websites, systems, and apps marked by thoughtful architecture, sleek design, engaging copy, and intuitive user experiences
- **Social media:** Concept and create engaging social media videos, reels, animations, memes, and static graphics—all strategically timed, worded, designed, and positioned for optimum interaction
- **Emerging media:** Anticipate and embrace emerging media forms, including virtual reality and virtual production; our One Set Studio boasts the most advanced virtual production capabilities in the region

#### Client Services

- **Wraparound services:** Offer an array of services, including event planning and support, business development, project management, quality assurance, and public relations

#### Creative Services

- **Art & graphic design:** Create sophisticated logos, graphics and branded collateral for all mediums

### CLIENTS SERVED

Oklahoma Human Services (OKDHS) • Office of Family Assistance (OFA), Administration for Children and Families (ACF) • Citizen Potawatomi Nation • Office of Community Services, ACF • Office of Planning, Research & Evaluation, ACF • It's My Community Initiative (IMCI)

### PROFESSIONAL AFFILIATIONS – COMPANY & KEY PERSONNEL

American Advertising Federation Oklahoma • American Marketing Association • Disguise Certification in Virtual Production • Public Relations Society of America • Professional Convention Management Assoc.

- **Commercial photography:** Shoot and edit polished images that elevate brand identity and assets
- **Video production:** Concept and capture work through custom videos for social media, webinars and training sessions, broadcasting, commercials, films, and more in our cutting-edge virtual production studio

#### Advertising and Marketing Services

- **Marketing strategy:** Develop brands, strategic plans, graphics, and campaign optimization tools
- **Advertising:** Produce materials and campaigns to advance public awareness and reach target audiences

#### Direct Media Buys

- **Multimedia media buys:** Plan and place media buys for television (broadcast, cable, and connected TV ads), radio ads, print ads, digital and commercial ads, social media ads, direct mail, and event installations

#### Outdoor Advertising

- **Billboard, Street, and Transit Advertising:** Design and placement of digital, static, and mobile billboards; bus shelter and bus bench ads; and transit ads including bus and shuttle wraps

## BUSINESS PROFILE | VALUE PROPOSALS | CATEGORY VI

A trusted long-time contractor for the state of Oklahoma, Public Strategies' creative thinking, careful foresight, and technological innovations have resulted in high-performing communications campaigns, systems, and experiences. The company's dexterity is made possible through our large, talented team of strategic thinkers, creatives, event planners, facilitators, and public relations experts. Public Strategies has a longstanding commitment to the good of Oklahoma—and has the insights and capabilities to deliver innovative value-added proposals like those overviewed below.

### Virtual Production/Virtual Reality

Public Strategies' fully virtual production capable studio provides shots on par with major motion film production. One Set Studio boasts a 40 x 13' LED wall and a 9.8 x 9.8' articulating LED ceiling. This allows clients to see their products being developed in real time, which can save time and money on post-production. Additionally, Public Strategies can create immersive virtual reality environments to foster immersive learning dynamics.

### Creatively Repurposed Event Content

Understanding that time and resources are limited, we anticipate how to structure event and video content so it can be creatively repurposed for ongoing training opportunities. Developing materials with this endgame in mind ensures dynamic content at every stage.

### Training Services

Our in-depth understanding of adult learning principles informs every aspect of our service. We apply these insights to create effective webinars, toolkits, manuals and multi-platform products. Our team of facilitators, trainers, and curriculum developers leverage the power of behavioral economics, interpersonal communications, and empathy to capture interest and drive change.

### High-Impact Direct Mail

In a largely digital age, a creatively conceived mailer can be surprisingly effective, providing a physical touchpoint for your brand. Our imaginative direct mailers have won multiple awards and continue to spark considerable interest and referrals.

### Content Development

Public Strategies collaborates with program offices to create new and highly resonant ways of communicating across diverse learning styles.

### Consulting & Crisis Communications

While having all the capabilities of a traditional communications agency, Public Strategies is more than a communications agency. We offer a 360-degree perspective informed by decades of public relations, consulting, and direct services.

### Rentable Space and Equipment

With two high-tech downtown offices and some of the most advanced video technology in the state, Public Strategies is the perfect partner for your upcoming event, video, or training.

## CLIENTS SERVED

Office of Family Assistance (OFA), Administration for Children & Families (ACF) • Office of Planning, Research & Evaluation (OPRE), ACF • Citizen Potawatomi Nation • It's My Community Initiative • Oklahoma Human Services (OKDHS) — Developmental Disabilities Services (DDS) • Shelterwell • Water4

## PROFESSIONAL AFFILIATIONS – COMPANY & KEY PERSONNEL

American Advertising Federation (AAF) Oklahoma • American Marketing Association. • Disguise Certification in Virtual Production • Public Relations Society of America • Professional Convention Management Assoc. Meeting Planners International • Certified Film and Music Sound Stage/State of Oklahoma and Oklahoma City

## BUSINESS PROFILE | DIRECT MEDIA BUYS | CATEGORY VII

Public Strategies has decades of experience planning and deploying multifaceted advertising campaigns—including direct media buys—for government and private sector entities. Beginning with intensive audience research, we thoughtfully develop campaign creative and then work to ensure the best positioning, platforms, and pricing options for our clients. Our team's direct media buying experience spans all major media platforms, ensuring the right fit for your campaign. We also closely track campaign performance metrics and continually assesses the cost-effectiveness of various media outlets.

### SERVICES

#### Radio Advertising

- Terrestrial Radio: Wide-reaching ads on AM/FM radio stations
- Satellite Radio: Targeted ads on SiriusXM
- Digital Radio: Ads on streaming services like Spotify and Pandora

#### Television Advertising

- Broadcast TV: High-impact ads on major network channels
- Cable TV: Targeted ads on niche cable networks
- Connected TV (CTV): Ads streaming on platforms and smart TVs

#### Print Advertising

- Magazines: High-visibility ads in local, regional, and national publications
- Newspapers: Ads in daily and weekly papers
- Trade Journals: Targeted ads in industry-specific publications

#### Digital Advertising

- Display & Commercial Ads: Banner and sidebar static and video ads on high-traffic websites
- Social Media Ads: Targeted ads on Facebook, Instagram, LinkedIn, etc.

#### Out of Home Advertising

- Billboards: Traditional and digital displays in high-traffic areas
- Transit Advertising: Ads on buses, trains, and transit stations
- Street Furniture: Ads on bus shelters, kiosks, and benches

#### Cinema Advertising

- In-Theater Ads: High-impact ads before movies
- Lobby Ads: Displays/posters in theater lobbies

#### Direct Mail Advertising

- Postcards: Cost-effective direct mail pieces
- Catalogs: Detailed product information sent directly to consumers
- Flyers and Brochures: Informational and promotional materials

#### Event & Experiential Advertising

- Sponsorships: Branding opportunities at high-profile events
- Pop-up Installations: Interactive temporary structure

### CLIENTS SERVED

Office of Family Assistance, Administration for Children & Families (ACF) • Office of Planning, Research & Evaluation, ACF • It's My Community Initiative • Oklahoma Human Services — Adult and Family Services

### PROFESSIONAL AFFILIATIONS – COMPANY & KEY PERSONNEL

American Advertising Federation (AAF) Oklahoma • American Marketing Association • Meeting Planners International • Professional Convention Management Association



## BUSINESS PROFILE | OUTDOOR ADVERTISING | CATEGORY VIII

Public Strategies combines eye-catching designs, in-depth advertising expertise, and innovative approaches to deliver impactful outdoor campaigns. A woman-owned, Oklahoma-based communications firm, Public Strategies develops compelling outdoor ad campaigns that resonate with target audiences. Our award-winning team of marketing professionals handle every aspect of the process, including concepting, design, and placement of outdoor ads while negotiating to ensure the best rates and reach for our clients.

Applying consumer behavior data, demographic research, and market insights, Public Strategies selects the most effective formats and creative. We give thoughtful attention to the exact locations and positioning of billboards and other outdoor ads. Additional considerations that factor into our outdoor strategies are traffic counts/impressions, the availability/longevity of potential locations, advertising costs, and production fees.

When developing outdoor ads, Public Strategies is also mindful of legibility, contrast, and reading level ease. Our creative flair allows us to break through cluttered visual landscapes to capture audience interest through memorable and high-performing outdoor advertising campaigns.

### SERVICES

#### Billboard Advertising

- Digital Billboards: High-impact digital displays
- Static Billboards: Traditional large-format print displays
- Mobile Billboards: Vehicle wraps

#### Transit Advertising

- Bus & Shuttle Wraps: Eye-catching designs on public transit

#### Street Advertising

- Bus Shelters: Ads on bus stop shelters
- Bus Benches: High-visibility ads

#### Large Format Advertising & Building Wraps

### CLIENTS SERVED

Office of Family Assistance, Administration for Children & Families (ACF) • It's My Community Initiative  
Oklahoma Human Services (OKDHS) — Adult & Family Services • Citizen Potawatomi Nation — Grand and FireLake Casinos

### PROFESSIONAL AFFILIATIONS – COMPANY & KEY PERSONNEL

American Advertising Federation (AAF) Oklahoma • American Marketing Association • Public Relations Society of America • Professional Convention Management Association • Public Relations Society of America  
Professional Convention Management Assoc. • Meeting Planners International

### 7.7.15 – COMPANY RESOURCES DEDICATED TO PROJECTS AWARDED THROUGH THIS CONTRACT

For each project, Public Strategies provides a high-performing team tailored to the specific contract needs and parameters. Depending on the nature and scale of the contract awarded through OMES SW0135, staffing may include a senior manager to oversee the initiative, digital strategist(s), a project manager, a graphic designer, a copywriter, and/or an editor. Staffing may also include specialists and technicians such as video production experts, event planners, facilitators, or web developers. This team—and the overall campaign direction and performance—is overseen by our accomplished team of Strategic Communications and Events & Logistics executives.

Our efficient, 46-person team of Strategic Communications professionals allow us to easily add project personnel and resources as needed throughout the contract period. In addition, Public Strategies has ten Events & Logistics professionals ready to plan and implement engaging and informative events. Also available for projects are a large resource bank of occasional part-time employees and contractors.

### 7.7.16 – STRATEGIC & PROJECT PLANNING PROCESS

#### Project Discovery & Planning

Public Strategies focuses on building long-term, mutually beneficial relationships with all its clients. Our strategic planning process is guided by an in-depth understanding of client needs and objectives, established through research and thoughtful discovery conversations.

These findings are then converted into actionable plans by our highly responsive, multidisciplinary team (see **Staff Capabilities** chart). Public Strategies' extensive experience working with government agencies equips us to quickly engage clients, partners, and other stakeholders to forge meaningful collaborations.

#### Goal Definition & Strategic Alignment

Our process begins with listening intently to our clients to generate creative ways to engage target audiences. This includes identifying our clients' pain points as well as their goals and objectives. Recognizing that every client and project is unique, we carefully calibrate our approaches for budget and industry or issue area. Public Strategies proposes solutions to client challenges while showcasing relevant products and services to help increase traffic, participation, public awareness, etc., based upon the criteria and needs of the client.

We amplify project impacts by setting SMART (Specific, Measurable, Achievable, Relevant, and Time-bound) goals from the outset of a project. Our executive and strategic management teams work closely with our clients to define objectives and map relevant solutions. Project managers then help meticulously guide projects to completion across all stages of development using Jira and other agile project management software tools.

#### Research & Analysis

Public Strategies thoughtfully analyzes our client's ecosystem, including their audiences, goals, collaborators, key decision-makers, and any competitors. Additionally, we create comprehensive client snapshots that summarize our research findings. Often, we delve deeper by gathering information directly through interviews, surveys, or focus groups. We glean insight and adjust approaches based on

data from platform-specific resources such as Google Analytics, Meta Business Suite, and Square Compass. Based on the research and latest data, we develop actionable strategies aligned with our client's overall goals.

### Relationship Building & Mapping

We develop communications plans that foster ongoing dialogue to provide added insight and discovery into the client's culture and community. Public Strategies maintains regular communication with our clients to keep a close pulse on organizational updates, project challenges and solutions, and trends. We periodically draw upon in-person meetings and retreats, team building activities, and experiential meetings to bring teams closer together, share and cast vision, assess progress, and identify ways to adapt and improve over time.

## 7.7.17 – DIRECT MARKETING PLANNING PROCESS

### Public Strategies' Direct Marketing Process

Across all processes, we collaborate with our client to 1) ensure we operate from a mutual understanding, 2) create awareness of any potential issues that require attention, and 3) jointly take stock of lessons learned and implement adjustments to ensure high-quality work.

Our direct marketing process approach includes:

- **Target Audience Research:** A nuanced understanding of target audiences is a bedrock component of our direct marketing strategy. By examining the data and applying decades of strategic communications and behavioral economics expertise, Public Strategies identifies audience demographics, interests, communication preferences, trends and other client prescribed goals.
- **Channel Selection:** We then select the most suitable direct marketing channels to reach target audiences. This could include email marketing, direct mail, social posts, video explainers, Out of Home (OOH) media buys, radio and television spots, etc.
- **Messaging and Offer Development:** Our creative team of writers and content strategists craft compelling messages and offers tailored to target audiences. This involves highlighting relevant features and benefits, creating promotions that drive traffic to sites where decisions can be made quickly and easily.
- **Creative Development:** Public Strategies leverages its talented creative team and detailed discovery process to create memorable, compelling materials. Our creative process is detailed in our narrative responses to Row 18 of Exhibit 2.
- **Optimization:** Testing different elements of the direct marketing campaign—such as A/B email subject line or varying offers to distinct groups—can reveal important discoveries. Our team continuously analyzes website, social media, advertising, and other campaign resources to optimize click-throughs, engagement levels, market adoption, beacon performance, etc.
- **Measurement and Reporting:** Our back-end technology has robust reporting with custom dashboards that allow us to provide clients with real-time information on campaign/program performance. We apply similar insights drawn from public platform analytic and reporting tools.

## 7.7.18 – CREATIVE DEVELOPMENT PROCESS

At Public Strategies, we integrate a creative development lifecycle into the strategic and account planning process, ensuring a cohesive and impactful approach across campaign mediums, as summarized below.

### Phase 1: Discovery and Definition

- **Client & Audience Research:** Our team conducts thorough research to understand client organizational needs, challenges, target audiences, and objectives.
- **Voice of the Customer (VoC):** Gathering insight directly from our clients through interviews, surveys, or focus groups helps us better assess the real needs of the client and ultimately those of the end user/consumer.
- **Set SMART Goals:** We establish clear goals for our account planning efforts to ensure we are maximizing our time commitments to our team and clients.
- **Competitive/Landscape Analysis:** Analyzing our client’s competitive landscape and identifying differentiation opportunities gives additional insight into campaign needs and opportunities.

### Phase 2: Strategic Planning and Creative Alignment

- **Creative Planning:** We brainstorm creative concepts that resonate with target audiences and support strategic goals and objectives. Additionally, we develop different touchpoints within the customer journey while tailoring creative assets for each stage. These assets could include explainer videos for social media awareness, technical white papers, e-blasts, events, OOH media, and even customer intercepts to gain more knowledge and data about the metrics and performance of a campaign.
- **Brand Alignment & Creative Integration:** We pay close attention to our client’s brand voice and guidelines, messaging goals, and target audience preferences. These factors help inform where we can gain the most traction. Communication and process mapping are also key in making the creative plan come together for campaigns that deliver.
- **Client Snapshot:** Public Strategies creates comprehensive client snapshots that allow us to summarize research findings.
- **Actionable Strategies:** Developing actionable strategies that align with the client’s needs and goals ensures strong project results and accountability. Communicating these strategies delivers on the promise of the Statement of Work (SOW) and keeps the project team aligned.
- **Creative Brief Development:** Based on strategies and client insight, we develop creative briefs that outline messaging goals, target audiences, and brand guidelines for the creative team.

### Phase 3: Implementation and Execution

- **Creative Development:** As we refine creative concepts based on client feedback, we continue to develop assets for various channels (presentations, digital content, video, etc.) while honing the messaging and branding.
- **Communication:** Maintaining regular communication helps establish thriving collaborations. We are at our best creatively when we are in regular contact with our clients and are steeped in their mission.
- **Collaboration & Refinement:** Public Strategies collaborates with our clients throughout the creative development process, sharing concepts early and often to ensure alignment with client vision. When appropriate, we test different creative elements to see what resonates best with target audiences.

### Phase 4: Measurement and Optimization

- **Track Key Performance Indicators (KPIs):** Establishing KPIs that measure the success of both the project and creative efforts (e.g., client satisfaction, website traffic, engagement metrics) provides evidence of success, informs where we can improve, and tells us how the campaign is resonating. We take those KPIs and refine creative assets based on data insight from A/B testing and campaign performance metrics.
- **Continuous Improvement & Communication:** We conduct regular account and creative reviews to assess progress and make adjustments as needed. Weekly performance meetings allow us stay focused on the campaign to ensure we are reaching a sustained audience that is engaged and eager to consume. We regularly revisit the creative and implementation process and integrate key learning to continuously improve campaign/project performance.

## 7.7.19 – MEDIA PLAN DEVELOPMENT

### Setting the Road Map

We work closely with our clients throughout the media plan development, ensuring it aligns with their vision and budget. This is intentional work that requires serious thought and planning. Our team of marketing professionals brings strong organizational planning, critical analytical skills, and tools that help us make the best decision with the client.

Our first step is to understand the client's objectives, whether it is creating brand awareness, driving customer engagement, generating leads, or developing apps and sites to support the client's mission. We take these goals and develop a road map for the media plan.

### Knowing the Audience & Market

Through market research, we build a clear picture of our client's target audiences. We use demographics, interests, media consumption habits, census and other data, mapping software, and online behavior to develop decision-maker personas. These personas depict key customer types. Understanding that demographic data will shift over time, we continually monitor the media plan as needed. We also analyze what our clients' competitors and others in their field are doing in terms of media placements and messaging. This improves our effectiveness in the campaign metrics.

### Budget Allocation and Media Mix

- **Budgeting for Results:** Public Strategies has managed large-scale state and federal communications budgets for more than 30 years with great acumen and success. We allocate campaign dollars strategically across different media channels based on overall client budget and the effectiveness of distinct channels in reaching target audiences and achieving pre-established goals.
- **Choosing the Right Channels:** Not every channel is for every client. Public Strategies carefully considers various media channels such as social media, search engines, TV, print, or OOH media to find the best fit. Creating a strategy that matches the DNA of the product or service is critical to overall campaign success.

### Buying Tactics and Measurement

- **Buying Parameters:** Once the media mix is finalized, we work with media representatives from around the state and nation to purchase ad space or time on those channels. This involves negotiating rates, setting frequency, reaching targets, and choosing appropriate ad formats.
- **Tracking Success:** Relevant KPIs are established to measure the campaign's success. Website traffic, conversion rates, and lead generation numbers all play a part in the health of the campaign.

## 7.7.20 – ENSURING MAXIMUM MEDIA VALUE, INCLUDING BONUS CAPABILITIES

### Maximizing Value for State Media Dollars

- **Transparency and Efficiency:** We provide all state entities with full transparency into media costs, including buying fees and rebates. This allows the state to clearly understand where their media dollars are being spent. Often, Public Strategies can pass along an agency discount to the state, when one is presented.
- **Data-Driven Targeting:** Leveraging audience data and analytics is crucial to optimizing media buys. We use sophisticated targeting methods and mapping software to ensure ads reach the most relevant audience segments within the State's targeted population.
- **Negotiation and Value-Adds:** Our established industry relationships allow Public Strategies to negotiate better rates with media publishers and digital platforms, maximizing the state's return on investment. Bonus capabilities could include creative services or campaign performance reporting with advanced analytics.

- **Focus on KPIs:** Public Strategies prioritizes state-defined goals and KPIs during any media buy, whether its maximizing website traffic or optimizing conversion rates. Regular reporting and performance analysis are essential to a successful campaign. Public Strategies recommends proactively adjusting the media plan based on real-time data to continuously improve campaign effectiveness.

#### Bonus Capabilities for State Media Buys

- **Geo-Fencing:** Public Strategies uses several technologies to create targeted ads to specific geographical locations. We can target location, property demarcation, town, park, or any other geographical point where people congregate or a corridor they travel.
- **Programmatic Guaranteed Deals:** Public Strategies secures ad inventory at a fixed price upfront for all campaigns. This creates more budget certainty while still leveraging programmatic efficiency.
- **Social Listening and Engagement:** Public Strategies creates compelling social content that we also monitor to understand public sentiment. We use our insight to refine campaign messaging and identify potential points where we can capitalize on any additional opportunities of engagement with the targeted audience.

By implementing these components, Public Strategies creates value and maximizes media budgets to achieve the best possible campaign results.

### 7.7.21 – ENSURING EFFECTIVENESS & EFFICIENCY

#### Media Buying

- **Goal Setting:** Public Strategies clearly defines goals of the media buy upfront. We help determine what the client is aiming for, whether it's a campaign for public awareness, optimizing conversion rates, or driving traffic.
- **Target Audience Research:** Public Strategies conducts thorough research to understand the client's target audience(s). This includes demographics, interests, media consumption habits, and online behaviors.
- **Channel Selection:** We choose media channels that best reach client target audiences that align with project goals. Key factors we consider are cost, reach, and frequency. Each factor drives the price and the intensity of the campaign.
- **Negotiation:** Having worked in communications and the government space for decades, we are prepared to negotiate rates with media publishers and platforms to get the best possible price.
- **Performance Tracking:** Public Strategies employs customized tools that allow us to understand where campaigns have the greatest impact. We adjust to the algorithms and audience preferences to ensure the best possible campaign outcome. All performance tracking is monitored through sharable dashboards and spreadsheets to provide transparency to the process.

### Creative Planning and Development

- **Brief Development:** We excel at creating clear and concise creative briefs that outline established campaign goals, target audiences, messaging, brand guidelines, and measurement targets established by the client and Public Strategies.
- **Idea Generation:** Our team brainstorms creative ideas in a process that generates relevant and engaging content specific to target audiences. Through creative concepting, wire-framing, and continuous ideation, our team delivers award-winning materials that move the needle. Our clients are engaged partners in this process.
- **Cost-Effectiveness:** We explore cost-effective options that find creative ways to impact project budgets. Matching talent with effort is a key factor in ensuring we are delivering the most cost-effective product for all our clients.
- **Pre-Testing:** A/B testing of creative concepts with a target audience takes time, but it also informs the best campaign style or approach to ensure the product is on message and will resonate. Small focus groups of the demographic audience allow us to hear firsthand what emotions and responses emerge when campaigns are tested among focus groups.

### Advertising Production

- **Planning and Budgeting:** We carefully plan and budget all aspects of concepting, design, production (including casting, if appropriate), locations, equipment, personnel, and any ancillary costs that we know might come up. We have a keen eye that allows us to plan for capacity and contingency.
- **Collaboration:** Stakeholder collaboration is the heart of our client experience. We want clients involved as much as they are interested in or have the capacity to be actively engaged in the process.
- **Quality Control:** Quality Assurance and Control (QA/QC) are built into every task we complete. Our project managers are trained in and aware of what the client's expectations are. We follow a Continuous Improvement (CI) process that specifically looks for any potential defects in our work so we can exceed client expectations.

### Research

- **Define Research:** Uninformed research leads to unpredictable results. In the discovery process, we clearly define what a client needs to achieve in their marketing goals before conducting any research. We also analyze the research data carefully to extract actionable insight.
- **Methodology Selection:** Choosing the most appropriate research methodology to collect the data needed is a critical step. This could involve surveys, focus groups, market analysis, or even our own informed experiences. With a diverse group of creatives from multidisciplinary backgrounds, we can draw from our team's experience to enhance campaign results.