



STATE OF OKLAHOMA CONTRACT WITH RAVEN CAPITAL HOLDINGS

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Oklahoma Department of Commerce (“State”) and Raven Capital Holdings (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The term of the Contract is one (1) year with the option to renew for four (4) additional years, with a spend not to exceed sixty thousand dollars (\$60,000.00 USD) for the first term.

Purpose

The State is awarding the Contract to Supplier for the provision of engagement of a European Consultant and Representative in Europe, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, vendor documents or confidentiality requests. Supplier did include a best and final offer. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation EV00000616, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Reserved, Attachment C;
 - 2.4. Reserved, Attachment D;
 - 2.5. Response to Specification and Price, Attachment E
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
 - 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no

representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

- 4. Payment obligations rest solely with the Oklahoma Department of Commerce.

Please send invoices and billing inquiries to:

Oklahoma Department of Commerce
ATTN: Accounts Payable
900 North Stiles Avenue
Oklahoma City, Oklahoma 73104,
United States
Accounts_Payable@okcommerce.gov

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

SIGNATURES

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

STATE OF OKLAHOMA
by and through the OKLAHOMA
DEPARTMENT OF COMMERCE :

RAVEN CAPITAL HOLDINGS

By: Tim Bunson
Tim Bunson (Apr 11, 2025 09:32 CDT)

By: J Haran
J Haran (Apr 10, 2025 19:29 GMT+1)

Name: **Tim Bunson**
Bunson

Name: John Haran

Title: Chief of Staff/General
Counsela Tim Bunson
Tim Bunson (Apr 10, 2025 17:38 CDT)

Title: Partner

Date: Apr 11, 2025

Date: Apr 10, 2025

The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S. § 85.5 concerning acquisitions by state agencies.

By: 
Amanda Otis (Apr 11, 2025 16:17 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Apr 11, 2025

Attachment A

Solicitation No. EV00000616

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

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of Oklahoma Department of Commerce from potential Suppliers to provide a contract for the engagement of a European Consultant and Representative in Europe. By supporting European foreign direct investors, Oklahoma can leverage these advantages to foster a more dynamic and prosperous economic environment.

Hiring a European FDI service can provide Oklahoma with the expertise, connections, and strategic insights needed to attract and manage investments from Europe effectively. This can enhance the state's economic growth and competitiveness by leveraging European capital and opportunities. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

The Contract is awarded on behalf of Oklahoma Department of Commerce for a European Consultant and Representative in Europe.

1. Contract Term and Renewal Options:

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

2. Solicitation Criterion:

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

- i. Price
- ii. Past performance
- iii. Ability to provide services
- iv. Product Acceptability

2.2 Scope and Description:

- i. The Bid Response shall show the ability of the Bidder to meet or exceed the following mandatory specifications: Scope of Work – Exhibit 1

¹ 74 O.S. 85.5(G)(3)

- 2.2.1. **Economic Growth:** Foreign direct investment (FDI) often leads to increased capital inflows, which can stimulate local economies. Investments from European companies can boost economic activity, create jobs, and generate additional tax revenue for the state.
- 2.2.2. **Job Creation:** European investors can bring new business ventures and expand existing operations, leading to the creation of high-quality jobs. These jobs may span various sectors, including manufacturing, technology, and services, thereby diversifying the state's employment landscape.
- 2.2.3. **Infrastructure Development:** European investors might invest in infrastructure projects such as transportation, energy, and communication networks. Such investments can improve the state's infrastructure, making it more competitive and attractive to other businesses.
- 2.2.4. **Technology Transfer and Innovation:** European companies often bring advanced technologies and innovative practices. Supporting these investors can lead to technology transfer, enabling local businesses and industries in Oklahoma to adopt new technologies and improve their own practices.
- 2.2.5. **Global Market Access:** By fostering strong relationships with European investors, Oklahoma companies can gain access to European markets. This can be particularly beneficial for local businesses looking to expand their reach internationally.
- 2.2.6. **Diversification of Economic Base:** Attracting European investment can help diversify Oklahoma's economic base. This diversification can make the state's economy more resilient to fluctuations in specific industries or domestic market conditions.
- 2.2.7. **Enhanced International Relations:** Supporting European investors can strengthen Oklahoma's ties with European countries, fostering better international relations and potentially leading to more business and cultural exchanges.
- 2.2.8. **Improved Competitive Position:** European investors often bring high standards of business practice and management. This can help raise the competitive standards within Oklahoma, pushing local companies to improve their practices and performance.
- 2.2.9. **Increased Local Spending:** Investments from European firms can lead to increased local spending on goods and services. This spending can benefit a wide range of local businesses and service providers.
- 2.2.10. **Educational and Training Opportunities:** European investors may offer training programs and educational opportunities for local workers. This can enhance the skills and capabilities of Oklahoma's workforce, benefiting the state's long-term economic development.

- ii. Pricing shall be proposed using the Exhibit [No.2] titled Pricing.
- iii. Pricing shall be proposed as a single total firm, fixed cost and include all information concerning fees, other costs, and any other information relevant to the total cost.

- iv. Pricing shall be proposed as a detailed hourly breakdown showing the Supplier staffing roles necessary to complete the work; the number of hours to be worked by each role; the hourly rate for each role and the total hours to be spent on the project.
- v. Value-added products and/or services within scope of the Acquisition may be included in the Bid.

3.2 Executive Summary and Company Information are on Exhibit 03: Executive Summary and Company Information.

3.3 The response to pricing shall be proposed using Exhibit 02: Price Template.

3.4 Value-added products and/or services within scope of the Acquisition are to be included in Exhibit 03

3.5 Business References are to be on Exhibit 04: Bidder Reference Worksheet.

3.6 Third-party vendor information is included on Exhibit 05: Third Party Supplier Information.

II. STATE OF OKLAHOMA NON-NEGOTIABLE GENERAL TERMS

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

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

- 1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4 Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.
- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until a proper purchase order has been issued.
- 2.2 Any Contract document shall be legibly written in ink or typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract documents

- 3.1 The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such

changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

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

3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

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

4 Pricing

4.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

- 4.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 4.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery
- 4.4 Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance
- 4.5 Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

5 Invoices and Payments

- 5.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.
The following terms additionally apply:
 - A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 30 days, but shall not be deemed late until 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

6 Oklahoma Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently

developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

7 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

8 State Shall Not Indemnify

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

9 Indemnification Coordination of Defense

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

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

10 Termination for Funding Insufficiency

- 10.1** Notwithstanding anything to the contrary in any Contract document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 10.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 10.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

11 Suspension of Supplier

- 11.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 11.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the

incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

11.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

13 Certification Regarding State Employees Prohibition From Fulfilling Services

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

14 Notices

All notices, approvals or requests allowed or required by the terms of any Contract shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notice information may be updated in writing to the other party as necessary.

In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the email address set forth below.

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

If sent to the State:

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

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

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

15 Miscellaneous

15.1 Choice of Law and Venue

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

15.2 Employment Relationship

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

15.3 Failure to Enforce

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

15.4 Invalid Term or Condition

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

15.5 Severability

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

15.6 Section Headings

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

15.7 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

15.8 Survival

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

15.9 Gratuities

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

15.10 Import/Export Controls

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

ATTACHMENT B

STATE OF OKLAHOMA NEGOTIABLE GENERAL TERMS

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

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

1 Contract Order of Priority

1.1 Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:

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

1.2 If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

2 Definitions

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

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

- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 2.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 2.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 2.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 2.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works

of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

3 Additional Pricing

- 3.1** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.
- 3.2** Supplier shall have no right of setoff.
- 3.3** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

4 Ordering, Inspection, and Acceptance

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

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

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

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

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

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

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

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

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

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

5.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

5.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

6 Compliance with Applicable Laws

6.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters.
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375.
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein).
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity.
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [Home | E-Verify](#);
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 6.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](#) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 6.4** In addition to compliance under subsection 6.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 6.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 6.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 6.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 6.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

- 6.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 6.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

7 Audits and Records Clause

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

8 Confidentiality

- 8.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 8.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 8.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of

at least three (3) years, all notice-related costs and toll free telephone call center services.

- 8.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 8.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 8.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

9 Assignment and Permitted Subcontractors

- 9.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 9.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said

corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

- 9.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 9.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 9.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

10 Background Checks and Criminal History Investigations

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

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

11 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

12 Indemnification

12.1 Acts or Omissions

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

12.2 Infringement

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

12.3 Notice and Cooperation

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

12.4 Limitation of Liability

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

13 Termination for Cause

- 13.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 13.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 13.3** The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.
- 13.4** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

13.5 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

14 Termination for Convenience

14.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

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

15 Suspension of Supplier

15.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails

to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

15.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

15.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

16 Certification Regarding State Employees Prohibition From Fulfilling Services

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

17 Force Majeure

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

continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

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

17.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

18 Security of Property and Personnel

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

19 Miscellaneous

19.1 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor

supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

19.2 Publicity

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

19.3 Mutual Responsibilities

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

19.4 Entire Agreement

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. No statement, promise,

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

ATTACHMENT C
AGENCY TERMS

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ATTACHMENT E – VENDOR DOCUMENTS AND REPRESENTATIONS

In addition to our lead generation and promotional activity, we will ensure that the voice of Oklahoma is heard by key FDI influencers. As well as representing Oklahoma on the Council of American States in Europe, we also maintain close contact with all the key Select USA offices, regularly updating them with our quarterly newsletter and telephone updates to discuss potential investment opportunities.

All our activities will be managed using our bespoke Oklahoma CRM system which has been developed for ODOC over the past 5 years. The system now contains contact details on some 900 international companies that have been in contact with Oklahoma and is updated with every outreach programme.

The lead consultant for this contact will be John Haran, who will be supported by our research staff in Belfast, along with our in-market sales staff in France and Germany. He will act as the Oklahoma Department of Commerce representative in Europe, building contacts across industry and relevant associations. John has over **35 years' experience in FDI attraction** and has helped to deliver a range of projects from markets across the globe. Relevant CVs are attached in Annex 1.

In addition, since our merger with a successful boutique investment bank, our FDI team now has access to senior corporate executives and visibility of M&A deal flow across Europe. This provides opportunities for us to introduce Oklahoma as an opportunity for US expansion,

The annual targets and deliverables for the project will be:

Summary of Project targets		
Target	Monthly <i>(Average)</i>	Annual <i>(Target)</i>
2 confirmed investments into Oklahoma from Europe		300 jobs
Sites visit to Oklahoma by companies that have agreed to include Oklahoma in their site location evaluation		5
Investor meetings for ODOC personnel	1	12
Investor leads confirmed	3	36
Investor meetings by the lead consultant/ODOC with key decision makers	5	60
Companies contacted to introduce the Oklahoma investment proposition	30	360
European trade shows attended, including Paris Airshow		3
Quarterly newsletters distributed to our target database of over 600 potential investors and key influencers		4
Preparation of a meeting programme for Select USA summit in May 2025		1
Monthly report on performance & review meeting with ODOC executive	1	12
Ongoing marketing advice on refining the Oklahoma value proposition		
Ongoing support to help development of any strong FDI opportunities identified		

7.2 Section Seven: Response to Specification and Requirements

Understanding of the Requirements

Oklahoma Department of Commerce has a very strong industrial base, supported by leading international investors such as Michelin, Lufthansa and Siemens. As the world adapts to geopolitical changes, the re-thinking of global supply chains, and the renewed drive to re-shore vital manufacturing processes, the opportunities to attract new high-tech investment have never been better. The recent FDI success that Oklahoma has enjoyed is a testimony to the engineering strengths that exist within the state and sends a clear signal to new investors of the attractions that Oklahoma offers.

Having worked with Oklahoma DOC for many years, we have a very strong understanding of their objectives and goals. With competition stronger than ever, it is important that Oklahoma has a strong voice in one of the most important FDI markets. The scope of work clearly sets out Oklahoma's ambitions and expectations from this programme. The key requirements from this service are:

- Site visits to Oklahoma by European companies to meet with Oklahoma DOC representatives
- A pipeline of investors that have confirmed interest in a US investment
- A high-profile European marketing campaign to raise the profile of Oklahoma with major multinationals
- Development of key influencers such as Select USA, site location consultants and trade associations

Our market strategy is designed to fully exploit the existing client base and sectoral strengths of Oklahoma, while developing our presence in several new sectors which, if successful, will lay the foundations for the next wave of growth. It will also provide the basis for new training and skill opportunities for the local workforce.

There is no doubt that as we develop opportunities within these high growth sectors, there will be a need to develop the Oklahoma marketing messages to meet investor expectations. We will work very closely with Oklahoma on this process, providing market intelligence and investor feedback to continually improve our proposition.

We feel that this is an exciting time for FDI in the US, both in reshoring and new technologies. We would welcome the opportunity to work with Oklahoma to develop new relationships and deliver major new investment to local communities.

Ability to Provide Services

The Oklahoma Value Proposition

Oklahoma has a diverse industrial base, from the world's largest Department of Defense Maintenance, Repair and Overhaul (MRO) facility and the world's largest commercial airline MRO to the home of Google's 2nd largest data centre.

In addition, Oklahoma has a long history in traditional energy production and is rapidly emerging as a leader in the alternative energy sector with major wind turbine installations near key industrial hubs like Goodyear's largest tire manufacturing facility. Coupled with a range of multinational manufacturers such as BAE Systems and Sofidel, Oklahoma has demonstrated its ability to deliver a competitive location for international investors.

While they face stiff competition from states such as Texas and Kansas, Oklahoma has some of the lowest tax rates and some of the best tax incentives in the nation. The state offers companies a low cost of doing business, a low cost of living for employees, and tax rebates that reduce tax burdens even further.

In 2024, there were a total of 75 announcements for new and expanding companies statewide with a potential investment of \$5.19 billion. Of those, 17 companies are establishing a new presence in Oklahoma.

With a young, vibrant workforce, Oklahoma is well placed to take advantage of the resurgence in re-shoring, the current skill shortages that exist across many industries and the strong logistical advantage that it offers for international companies that want to provide product right across the US.

Market Selection

FDI between the U.S. and Europe plays a crucial role in transatlantic economic relations. The last few years have been challenging for European companies, affected by Brexit, EU/US trade relations and the war in Ukraine. While this uncertainty is likely to persist for some time, the trend towards supplier resilience and the lure of the US market ensures that the FDI flows will continue. Recent data suggested that the following markets should remain as Oklahoma's primary FDI targets:

- **United Kingdom:** In 2023, the U.S. direct investment position in the United Kingdom was \$1,057.6 billion, a 1.1% decrease from 2022. The U.K.'s direct investment in the U.S. was \$630.6 billion, a 7.7% decrease from the previous year. This indicates the U.K.'s dominance in transatlantic investments, despite a slight decline in both U.S. investment and U.K. inflows, possibly due to ongoing economic uncertainties.
- **France:** The U.S. direct investment position in France was \$100.9 billion, marking a 7.5% increase from 2022. In contrast, France's direct investment in the U.S. decreased by 1.0% to \$243.5 billion. While the U.S. saw solid growth in investment

in France, the slightly reduced inflow from France suggests a cautious approach.

- **Germany:** In 2023, the U.S. direct investment position in Germany was \$193.2 billion, up 8.2% from 2022. Germany's direct investment in the U.S. increased by 14.2% to \$472.9 billion, the largest growth among the leading European countries. These highlights strengthened economic ties, likely driven by growth in sectors such as technology, manufacturing, and energy transition.
- **Italy:** U.S. investment in Italy rose by 13.7% to \$29.0 billion in 2023. Italy's direct investment in the U.S. grew by 4.2% to \$42.8 billion. Italy's notable growth in U.S. investment contrasts with slower growth in other European nations, potentially reflecting positive market conditions or strategic expansion efforts.

We would therefore recommend focusing our proactive marketing activities on these four markets, while continuing to monitor deal flow from across Europe so that we can identify other opportunities as they arise.

Market Strategy

Approach – direct outreach to well-researched companies that meet the investor profile that we will develop in collaboration with the ODOC team. A combination of email and telephone follow-up is the most effective method of connecting with the decision makers in European companies.

Relationship building – the key to long-term FDI success is to establish and maintain relationships with key executives and influencers. As well as our direct outreach, we will use in-market visits by ODOC staff to strength relationships at multiple levels in strategic accounts

Sector-specific sales messages – we will create a series of high-impact sales messages which reflect the specific investment needs of each target sector. As an example, within the aerospace MRO sector there is demand from carriers for component and maintenance capacity for US Airbus fleets. We can position Oklahoma as an ideal opportunity for existing Airbus MRO providers in Europe.

Strategic Account Development – we will develop a list of strategically important accounts which would make a significant impact on the Oklahoma economy. We will create and execute an account plan for each company, one of the key goals being to arrange meetings for an Oklahoma VIP when visiting Europe

Virtual Visit Programmes – we have found that virtual site visits are a very effective way to introduce investors to potential sites and key stakeholders at an early stage in the sales cycle. We will work with the Oklahoma team to implement this.

Target Sectors

European investments in the U.S. are spread across a range of sectors, with manufacturing leading the way. The diverse allocation of European FDI reflects the broad spectrum of opportunities available in the U.S. market, ranging from traditional sectors like manufacturing and finance to emerging industries such as clean energy, technology, and biotech. The key industries receiving European FDI that align with the Oklahoma value proposition are:

Aerospace and Defence - The rebound in air travel after the pandemic, along with the increases in global conflict, have significantly increased manufacturing demand in both aerospace and defence. Combined with labour shortages and supply chain issues, this has created major investment opportunities, not only with the OEMs, but more importantly with the large supplier base that are being encouraged to locate closer to the point of final assembly. As well as supporting Oklahoma at both the Paris airshow and MRO Europe, we will continue to follow up on existing leads and identify new targets across Europe.

Transportation - This sector has seen significant investment over the past few years, driven by environmental demands and the stimulus packages offered by the US government. Regardless of how legislation develops, transition of the transport sector will continue and Oklahoma is well positioned to take advantage of this trend and indeed has been short-listed for several major investments. A single investment from one of the major battery manufacturers would be transformative for the local economy and we will work closely with the OK team to develop the senior level links that are required to be successful. In addition, our recent outreach to the battery recycling sector has been very encouraging with over a 50% response rate to our marketing campaign, including 3 very large international recycling companies who wish to engage with Oklahoma to understand how we might better support their US expansion.

Energy - The success of the Oklahoma green energy sector has shown the potential that exists and confirms Oklahoma's value proposition. The ability to reference major international investors will be very helpful in our promotional efforts. A recent marketing campaign to the European PV supply chain identified several companies who are currently looking at US locations for expansion. We have engaged with these companies, working with recruiters from the OK team, and will continue to market to this sector over the coming year. We will also continue to develop our relationships with other providers, both in PV but also wind and hydrogen. We have also identified opportunities in energy storage, whether in the production of hydrogen, ammonia or aviation fuel from renewable energy.

Advanced Manufacturing - As the re-shoring trend continues across the world, so does the need for new production methods. As companies reshore various production processes, there is a need to develop and implement equipment that is more technically advanced and allow for competitive production, with reduced labour costs. Already, we have seen a number of European machinery

manufacturers announce investments in the US in support of this re-shoring. We are targeting this sector, particularly equipment manufacturers that support the automotive, silicon fabrication, and aerospace sector. Both Germany and Italy are very active in this area.

Medtech & pharma – one of the key trends within this sector is the race to expand capacity to enable faster commercialization of new drugs and devices. In both Europe and the US, large pharmaceutical companies and the major contract manufacturers are announcing vast capital expenditure programmes. We believe that there is an opportunity to position Oklahoma as a cost-effective location for these new production sites, providing logistic and skill advantages over existing locations. In addition, the current trend towards localization and the attraction of the US healthcare sector provides a compelling proposition

Key Deliverables and Outputs

Summary of Project targets		
Target	Monthly <i>(Average)</i>	Annual <i>(Target)</i>
2 confirmed investments into Oklahoma from Europe		300 jobs
Sites visit to Oklahoma by companies that have agreed to include Oklahoma in their site location evaluation		5
Investor meetings for ODOC personnel with qualified companies who have confirmed a live US investment project	1	12
Investor leads confirmed	3	36
Investor meetings by the lead consultant/ODOC executive	5	60
Companies contacted to introduce the Oklahoma investment proposition	30	360
European trade shows attended, including Paris Airshow		3
Quarterly newsletters distributed to our target database of over 600 clients		4
Preparation of a meeting programme for Select USA summit in May 2025		1
Monthly report on performance & review meeting with ODOC executive	1	12
Ongoing marketing advice on refining the Oklahoma value proposition		
Ongoing support to help development of any strong FDI opportunities identified		

Action Plan

- **Planning Day** – An initiation meeting with ODOC team will take place to refine the scope of this project and expected deliverables. As part of this, we will review our initial target list, explain why these companies have been chosen and modify based on feedback. Outline our proposed digital marketing plan and agree on activities.
- **Value propositions** – Working with colleagues in Oklahoma Department of Commerce, Raven will prepare a series of value propositions using the marketing material that has been prepared by the ODOC marketing team. We will use these propositions to develop appropriate European marketing content and collateral.
- **Market Intelligence** – We will create specific news feeds/data watch to collect information on target accounts and investment activity. We subscribe to all the main data sources such as FDi Markets, Dun & Bradstreet etc
- **Data Analytics** – We will utilise the bespoke CRM that we created for Oklahoma Department of Commerce, based on the Hubspot platform. This cloud-based CRM will allow us to manage accounts, email marketing and social media output across a large range of clients. It will also help manage our investor engagement, recording all emails, telephone calls and meetings. The system will provide a real-time pipeline of investment opportunities.
- **Influencer Networks** – On behalf of ODOC, we will create a contact plan for a number of key influencers and information channels, specifically the key European site location consultants and the country managers for Select USA. We will work closely with ODOC to ensure that all messaging is co-ordinated to maximise impact.
- **Account Management** – Our sales team will be undertaking a range of email and telephone communications to qualify potential opportunities and set up appointments for our senior principal. We have a very strong account development methodology (outlined in the next section) which is designed to ensure that time is not wasted on poor quality opportunities.
- **Working with ODOC Team** – Similar to before when we have worked with ODOC team, we will continue to be flexible in all aspects of our work, to ensure the successful delivery of activities and scope of work

- **Reporting** – It is vital that Oklahoma Department of Commerce are fully updated on all activities at any given time. As well as real-time access to our dedicated Oklahoma CRM, ODOC staff will receive regular updates on progress, including monthly conference calls and adhoc requests for information. Raven is fully committed to maintaining an accurate and reliable reporting system with full visibility to ODOC
- **VIP Visits** – In-market visits by high level Oklahoma officials are a very effective way to access key decision makers and provide a competitive advantage against other states. We will work with the Oklahoma global team to identify opportunities for in-market visits, where we will use a VIP meeting to gain access to high-level decision makers in target companies and move project forward more rapidly.

Product Acceptability

Delivery of Scope of work

Foreign direct investment is a vital part of any regional economic development plan. It brings a wide range of economic and social benefits. It connects the region with new international partners that stimulates additional growth and innovation. Raven FDI have seen this first-hand, working with our clients to not only win the initial investment, but creating new business ideas across the wider community. We will work with the Oklahoma team to support the key elements outlined in the scope of work, leveraging our experience in helping clients fully exploit the benefits of foreign direct investment:

Economic Growth: As our case-studies demonstrate, Raven has helped to win significant capital investment for our clients. As well as plant and machinery, the businesses bring capital inflows for wages, services and taxes. These inflows spread throughout the community, helping to support a large number of in-direct jobs. Working with **Virginia Economic Development Partnership**, we helped secure two data centre equipment manufacturers who acquired and expanded existing facilities. These investors have continued to grow and now service the entire North American market from Virginia, encouraging other parts of the data centre supply chain to choose Virginia as their site location.

We will use a similar approach with this contact, targeting key strategic investors along with their extended supply chain. This will provide the opportunity to significantly accelerate economic growth and increase the attractiveness of Oklahoma as an investment location

Job Creation: FDI investors typically start with a manufacturing operation which include not only production jobs, but all the ancillary services required to run an operation. However, over time companies typically build out their footprint, creating opportunities in

neighbouring communities. As an example, we supported our client to win an investment by **Allstate Insurance** in a small 50-person tech support centre. Over the next 5 years, this grew to over 2000 software engineers across 4 sites. The economic impact of these investments, both in terms of wealth creation and skills development, was immense.

To achieve this type of growth in Oklahoma, we will implement an aftercare service that works with the investor to both grow their investment in Oklahoma but also encourage their supply chain to consider investment

Infrastructure Development: Most large scale FDI projects require a significant investment in roads, utilities and communication systems. Working with our client to deliver a major project from **Citigroup**, required the investor to build over 200,000sqft of new space, along with data and telecoms infrastructure. They have continued to invest in new facilities, helping to stimulate major urban renewal in the port of Belfast.

While our primary goal will be the attraction of technology-driven manufacturing investment, we will also cultivate a number of the large European infrastructure funds, listed mainly in the UK and France, which can be both partners of manufacturing investors but also primary investors in areas such as green energy

Global Market Access: FDI creates a great opportunity for the local supply chain to internationalise their business, particularly when the foreign investor has multiple international sites. It is a very effective way for local SMEs to begin their export journey, initially by supplying the local site and then using these connections to service other sites within the group. We have seen this most recently in the case of TSMC, where local Arizona suppliers have used their connections with TSMC to start bidding for work at other sites across the world. Indeed, this led to the first Arizona supplier mission to Taiwan in November 2024.

As part of our outreach to investors, we will be highlighting the supply chain providers that already exist within the state. As part of our development of these accounts, we can facilitate introductions for Oklahoma suppliers to these investors, helping them to grow their export business

Technology Transfer and Innovation: One of the most important benefits of foreign investment is the new technologies and work practices that they introduce. We worked for several years to support the Western Cape (South Africa) to develop and implement a FDI promotion programme. As part of our work to better understand their value proposition, we identified the exceptional maths skills within the local population but little opportunities to use these skills in local business. We used this information to create a strong sales message for European insurance companies that were struggling to find suitable staff. Based on our outreach, we connected with over 20 insurance providers, three of which successfully established operations in Cape Town, helping to position the region as a leader in actuarial services.

As we develop our marketing messages with the Oklahoma team, we will look at how we might connect European technologies with Oklahoma partners to develop products and services for the US market

Diversification of Economic Base: In a global economy, sectors are subject to a variety of forces which can dramatically affect regional competitiveness. FDI offers communities an opportunity to diversify their economic base, stimulate growth in new areas which better reflect global demand, and create jobs which better meet the needs of people coming into the workforce. Almost all our clients have looked to stimulate new sectors to replace traditional industries where growth was slowing, whether it was shipbuilding

in **Scotland**, coal mining in **Wales** or farming in **South Dakota**. In all these cases, we worked successfully with the local EDO to identify target sectors that would form the basis for renewed economic growth.

One of the key aspects of our development of the Oklahoma value proposition will be to look at key strengths and resources that could be applied to new areas and technologies. We will examine the skill sets being created in the local universities to see how they could be utilised to attract new investment that is currently experiencing skill shortages in Europe.

Enhanced International Relations: Cultural and business exchanges play a key role in creating a multiplier effect in FDI. An initial investment by a foreign company opens the door to building important international relationships which will help promote Oklahoma in Europe and give potential investors confidence. As an example, we supported a recent (Nov 2024) investment visit by the Governor of North Dakota to Seoul Korea. This visit was facilitated by a recent investment by Doosan into the state. As a result of the visit, several Korean companies have already visited North Dakota, and others are planned for 2025.

We have already supported visits to Europe in recent years by the Governor and Lieutenant Governor. These have been very effective in raising the awareness of Oklahoma within the European business community and helping gain access to high-level decision makers. We would hope to work with the Oklahoma ODOC team to support visits in 2025.

Improved Competitive Position: Over the years we have seen how local supply chains benefit from new investment. Our Korea office was successful in helping attract Samsung to Europe to manufacture consumer electronics. We made introductions to key local suppliers who had to adapt to the demands of an international, high-volume manufacturer. The local supply chain was transformed, working with the OEM to better understand the levels of quality and delivery required, to the extent that these suppliers were able to be exporting competitively to other parts of Europe.

As we continue our investor outreach, we will use the quality of the Oklahoma supply chain as one of our key competitive advantages, helping Oklahoma companies to connect with buyers within these organisations.

Increased Local Spending: It is estimated (Select USA), that every new FDI job supports at least 1.5 indirect jobs. Therefore, the multiplier effect of FDI is considerable. It grows spending in the local community, promotes entrepreneurship and allows suppliers to become more competitive. In addition, by encouraging FDI into areas with highest need, EDOs can help bring a better balance to wealth across the state.

As this FDI programme progresses, one of the key activities must be to encourage follow-on investments. By implementing an effective

after-care programme, we can help spread invest to other communities in the state, maximising the impact of FDI spend.

Educational and Training Opportunities: FDI has the potential to dramatically reshape educational programmes within a region. By bringing an international perspective and increasing demand for skills that align with industry requirements, educators can dramatically improve the employability of their students. We saw this most clearly in our work with Arizona Commerce Authority on the TSMC project. The new 3-nano fabrication technology required a very different set of engineering skills and the collaboration with Arizona State University directly lead to the creation of new semiconductor research centre in Tempe.

One of the key criteria for any FDI investment decision is labor skills. There is an opportunity in the FDI attraction process to link educators with investor HR/training departments so that they can jointly create training programmes. As part of developing our value proposition, we will highlight the exceptional educational system that exists within the state and the opportunity for European investors to directly input into the development of relevant courses.

Developing the Oklahoma FDI Pipeline

Raven's methodology has been developed over many years and has proved very effective in both identifying potential investors, but more importantly connecting with key decision makers within the target company. The model below illustrates Raven's process for developing and qualifying opportunities for Oklahoma in Europe. By following a strict research and engagement methodology, we ensure maximum time is spent engaging with properly qualified targets which have confirmed an interest in US FDI.

Research

Raven has a long-established track record of excellence in research for international business development. All research work will be carried out in partnership between the Lead Consultant and an experienced business analyst. We constantly monitor news from each of the key sectors of interest to Oklahoma, noting industry trends and factors which would indicate a potential interest in FDI.

Secondary research will be carried using:

- **Regional coverage & industry press** - Our research team take a wide variety of business press from Europe, this not only provides access to high level data on the industry, but the market conditions of the wider economy. Industry press are the general publications, e-mail alerts and websites which cover the entire industry we are researching – they give an overarching view of the marketplace, highlighting general trends and providing information on companies and products which are making waves.
- **Niche Publications, Google Alerts and RSS feeds** - Frequently online in the form of blogs, e-newsletters, twitter feeds and news

alerts, these are specific to sub sectors which we may be looking at (Aerospace and Defence, Industrial Manufacturing, Energy, Chemicals and Plastics). Raven has

access to research and statistics agencies and market research reports such as Mintel, LexusNexus, Factivia, Reuters, and Dun & Bradstreet.

- **Databases & Social Media** – Raven currently has professional subscriptions to business press, corporate databases and social platforms such as LinkedIn. Our research is drawn from all applicable sources to make sure what we provide to clients is not only relevant but as up to date as possible.

The key data from our research and outreach is stored on the bespoke CRM system that we have created for ODOC. This information allows staff to access the sales pipeline and monitor progress for individual investors.

The information gathered from these sources is also used to prepare our media watch which is included in our Monthly Activity Report for Oklahoma.

Initial Outreach activities through email, social media and calls to assess interest in US FDI and the potential of an initial meeting with our lead consultant. This outreach will also be used for an initial qualification of each account to assess whether they have the necessary resources and management capability to deliver a successful international investment.

Once a suitable company has been identified, we verify its potential by assessing recent news releases, trading statements, and annual reports. We consider the location and function of its current global infrastructure, and prior market entry strategy & investment history, and profile the company in line with Oklahoma's value proposition. Raven will use this information to build a bespoke message for each individual company to use in targeting the key decision makers within the companies.

Exploratory meetings/calls with identified targets

Of those companies who favourably respond to learning more about the opportunities open to them in Oklahoma, our Lead Consultant (and/or ODOC executive)will have a call with the company to qualify their interest, and discuss:

- Which markets are they interested in expanding into and why?
- Who are their customers and where are they located?
- Type of investment? (e.g. sales and marketing office, manufacturing facility, distributions/logistics centre, back office, or R&D etc)

- What is their preferred market entry strategy, e.g. greenfield or brownfield? (Raven will focus on identifying greenfield/brownfield opportunities for Oklahoma Department of Commerce, however, will advise on all opportunities that may arise, including: licensing, joint venture, partnerships, acquisitions etc)
- What is their time frame? Level of investment?
- How many new jobs do they expect to create?
- What are their criteria for selecting new locations? (e.g. proximity to customers, industry clusters, labour pool, fiscal conditions, incentives, market size, labour costs, presence of suppliers, market maturity, or infrastructure etc)
- Who else is involved in the decision-making process?

Presentation of client proposition

The feedback received from the exploratory meetings will allow our team to assess how serious a company is regarding a potential investment into Oklahoma. Should they be qualified, our team will facilitate a call between the potential investor and the recruitment team at Oklahoma to carry out a more formal presentation on behalf of the agency. These presentations will form the foundation of what the final inward investment project will look like.

Trade Events

Over the course of the year, it is likely that Oklahoma Department of Commerce will attend key European industry events in target sectors. These events offer an opportunity to promote and market the benefits of Oklahoma to a large focused audience over a short period of time. Events such as Paris Airshow and MRO Europe have proven to be a very effective way to engage with senior executives within the aerospace industry. We will continue review our trade show attendance and identify additional events that fit with our proposed marketing strategy.

Development of business networks

As part of our marketing campaign, we will continue to build relationships within the main FDI influencers. This will include:

- Government contacts such as Select USA and trade representatives from target countries
- The key site locations consultants based in Europe such as Buck Consulting, Deloitte and CBRE
- Trade associations and representative bodies such as the British American Business Inc

As well as keeping them updated on relevant Oklahoma business news through our quarterly newsletter, we will arrange regular calls to gain FDI leads and updates on their own FDI activities.

Account Development

Once an FDI project opportunity is identified, Raven will work closely with the Oklahoma team to develop the relationships, manage information flow and assist in the account management process. This will require proactive follow-up, potential multi-point company contact, prioritising needs and engaging division heads.

Carrying out effective, pro-active follow-up and engagement with potential investors is vital for securing inward investments as a strong relationship with a key decision-maker will create competitive advantages over other regions.

Raven will ensure that we deliver on queries to all potential investors in the sales pipeline in a timely and professional manner, answer questions which are asked and demonstrate reliability and credibility in the information that we supply. This will build a relationship of trust and openness with the client which increases engagement, information flow, and interest in Oklahoma as a region for investment.

Regular Reporting

Raven's appointed lead consultant will submit and present a performance report monthly, and will arrange a formal call to discuss the content in detail with the ODOC contract manager. The purpose of this report will be to inform all parties on progress against plans and identify any areas of particular interest, significant successes.

7.3 Section Eight: Pricing

For the delivery of this contract, with the associated targets and milestones, we are proposing a monthly fee of US\$5,000, with payment as per OMES standard terms.

This fee covers:

- Consulting services from lead consultant and in-market colleagues to engage with high level contacts within target companies
- All research and outreach activity to deliver the meeting and visit targets set out in our proposal
- Attendance at two industry trade shows and cost of flights and accommodation
- All supporting activities to ensure a successful delivery of investment outcomes

- Reasonable adhoc requests for support for activities that fall outside the scope of this contract

Therefore, our offer is a **fixed price of US\$60,000** for the 1-year term of the contract,

Our bid will remain a firm offer for a minimum of one hundred and twenty days (120) after the bid response is due.

Also included in Exhibit 2

7.4 Section Ten: Offer of Value-added Services

As well as the delivery of the contract as outlined in the scope of work, we will provide the following added value services at no additional cost to the client:

- One of our service lines is FDI sales training which we offer to EDOs and IPAs in Europe. As part of this contract, we would offer a 1-day FDI sales training programme to your regional partners (at no additional cost). We are happy to deliver this in Oklahoma City.
- Support and updating of a bespoke Oklahoma CRM system which will be available to the wider Oklahoma team to help manage their investor contact. Raven will pay the monthly fees for operating the system (Hubspot) and provide support for members of the Oklahoma team that wish to access it.
- Support and access to our wider global sales team to help in the development of investment and trade opportunities. Where Oklahoma has investor inquiries from investors outside the remit of this contract, Raven staff from other jurisdictions in Asia and the Middle East will input as required.