



---

**STATE OF OKLAHOMA CONTRACT WITH QUAD/GRAPHICS INC**

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma Tourism and Recreation Department and Quad/Graphics Inc (“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 from the Effective Date until June 30, 2026 with five (5) one-year options to renew.

**Purpose**

The State is awarding the Contract to Supplier for the provision of Printing services, as more particularly described in certain Contract Documents. Supplier submitted a proposal containing a confidentiality request and exceptions to the Solicitation. 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 EV00000763 with Exhibits, Attachment A;
  - 2.2. General Terms, Attachment B;
  - 2.3. Agency Terms, Reserved, Attachment C;
  - 2.4. Reserved, Attachment D;
  - 2.5. Pricing; Attachment E-1;
  - 2.6. Value added, Attachment E-3.
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. All representations made by Supplier in response to the Solicitation regarding specifications and requirements are incorporated herein by reference into this Contract.

- 3.3. 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 Tourism Department.
- Please send invoices and billing inquiries to:  
OTRD  
123 Robert S Kerr Avenue Ste 900  
Oklahoma City, Oklahoma 73102  
United States
- Email: [AccountsPayable@travelok.com](mailto:AccountsPayable@travelok.com)
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.
7. All parties hereto agree and acknowledge that after the execution date of this contract, all billing for any service, product or other work will be billed by Supplier under this contract. Billing under any other contract between the parties shall be deemed void.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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 TOURISM  
AND RECREATION DEPARTMENT:**

**QUAD/GRAPHICS INC**

By: *Sterling Zearley*  
Sterling Zearley (Nov 25, 2025 08:18:53 CST)

By: *Tammy Foerster*  
Tammy Foerster (Nov 19, 2025 14:47:09 CST)

Name: Sterling Zearley

Name: Tammy Foerster

Title: Legal

Title: VP Account Management Solutions

Date: Nov 25, 2025

Date: Nov 19, 2025

Agency Counsel

By: *FM Stewart*  
FM Stewart (Nov 24, 2025 15:46:37 CST)

Name: FM Stewart

Title: General Counsel

Date: Nov 24, 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*  
Amanda Otis (Dec 1, 2025 09:23:04 CST)

Name: Amanda Otis

Title: State Purchasing Director

Date: Dec 1, 2025

# **Attachment A**

## **Agency Solicitations**

### **Solicitation No. EV00000763**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of the Oklahoma Tourism and Recreation Department (“OTRD”) by and through the Office of Management and Enterprise Services (“OMES”) 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 the Oklahoma Tourism and Recreation Department (“OTRD”) from potential Suppliers to provide contract for the purchase of printing services. The Supplier shall be responsible for following the established approval processes, providing quality products, and working with the agency to create desirable products. OTRD is seeking skilled Suppliers in the printing industry capable of meeting the agency’s publication deadlines and product quantity. The Supplier shall have the capability to provide the necessary product and equipment to print and bind the agency’s Outdoor Guides, Travel Guides, and Oklahoma Today Magazine along with any special publications the agency produces in the fiscal year. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.<sup>1</sup>

The Contract is awarded on behalf of OTRD.

OTRD reserves the right to disqualify Bidders whose physical responses do not meet the quality, design, or needs of the agency.

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

- 1.1. The Contract shall run concurrently to Oklahoma’s fiscal year making the first term run from the date of the final signature to June 30, 2026. The Contract has five (5) one-year renewal options.

#### **2. Solicitation Criterion:**

- 2.1. The Bid will be evaluated using the best value criterion, based on the following:
  - 2.1.1. Exhibit #1: Printing Specifications
  - 2.1.2. Exhibit #2: Physical Bid Requirements

- 2.1.3. Exhibit #3: Pricing
- 2.1.4. Exhibit #4: Bidder Reference Worksheet

**3. Scope and Description:**

3.1. The Bid response shall demonstrate the Bidder's ability to meet or exceed the mandatory specifications and address the requirements based on the following:

3.1.1. **Section 2: Scope of Work**

3.1.1.1. **Exhibit 1:** Printing Specifications, as referenced in 7.1 of the Bidding Instructions.

3.1.1.2. **Exhibit 2:** Physical Bid Requirements, as referenced in 7.1 of the Bidding Instructions.

3.1.1.3. **Exhibit 3:** Pricing, as referenced in 7.8 of the Bidding Instructions.

3.1.2. **Section 3:** Non-Collusion Certification, as referenced in 7.3 of the Bidding Instructions.



## **EXHIBIT ONE: SPECIFICATIONS**

### **1. Band One: Web Printing**

**1.1.** The following specifications are for the design of:

**1.1.1.** Web Printing which includes, but is not limited to, Oklahoma Today, Route 66 Guide, Travel Guide, and Outdoor Guide.

**1.2.** All print contractors responding to this bid shall have the following required press equipment specifications:

**1.2.1.** Heatset, headset web;

**1.2.2.** Multiple web presses onsite or within same company;

**1.2.3.** Multiple binders onsite or within same company;

**1.2.4.** Sheetfed capabilities onsite or within same company;

**1.2.5.** Onsite post office/postal representative;

**1.2.6.** Distribution presort to carrier route;

**1.2.7.** Co-mingling and co-mailing;

**1.2.8.** Able to deliver copies within two (2) weeks of final file approval;

**1.2.9.** PDF upload, soft proofing, and online final file approval;

**1.2.10.** Dedicated customer account manager (and/or team);

**1.2.11.** Ability to create and host digital editions from press PDFs.

**1.3.** All print contractors responding to this bid shall be able to meet the following press and bindery specifications:

**1.3.1.** Trim size: 8" x 10 7/8";

**1.3.2.** Binding: perfect;

**1.3.3.** Body ink: 4/4 w/bleed;

**1.3.4.** Cover ink: 4 to 8/4 w/bleed;

**1.3.5.** Body paper: 50# No. 3 matte text;

**1.3.6.** Cover paper: 100# No. 3 matte text;

**1.3.7.** Quantity: between 20k and 40k;

**1.3.8.** Body Page count: between 80 and 192;

**1.3.9.** Cover Page Count: minimum of 4;

**1.3.10.** Inserts: 4" x 6" 4/1 blow-in card;

**1.3.11.** Onserts: 8" x 10 7/8" 4/4 w/bleed false cover.

**1.4.** All print contractors responding to this bid shall be able to meet the following sample production specifications:

**1.4.1.** Cover specialty notification: Monday, July 14, 2025;

**1.4.2.** PDF upload: Monday, August 4, 2025;

**1.4.3.** Blow-in/insert/onsert upload: Tuesday, August 5, 2025;

**1.4.4.** PDF review/revised uploads: Tuesday, August 5 & Wednesday, August 6, 2025;

**1.4.5.** Final file approval: Thursday, August 7, 2025 by 12pm;

**1.4.6.** Advance copies arrive: Monday, August 18, 2025;

**1.4.7.** Copies arrive at OKC BMEU: Thursday, August 21, 2025;



## **EXHIBIT TWO: PHYSICAL BID ASSESSMENT**

### **1. Overall Printing**

**1.1.** The physical guides provided in response to this solicitation shall be evaluated on the following criteria:

- 1.1.1.** Text clarity;
- 1.1.2.** Image clarity;
- 1.1.3.** Registration; and
- 1.1.4.** Color richness

### **2. Trim and Binding**

**2.1.** The physical guides provided in response to this solicitation shall be evaluated on the following criteria:

- 2.1.1.** Even trimming; and
- 2.1.2.** Even binding

### **3. Range of Printing Techniques**

**3.1.** The physical guides provided in response to this solicitation shall be evaluated on the following criteria:

- 3.1.1.** Shows a variety of techniques, including but not limited to, the following:
  - 3.1.1.1.** Coatings; and
  - 3.1.1.2.** Foils

## ATTACHMENT B

### STATE OF OKLAHOMA GENERAL TERMS

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

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

#### **I 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** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract

pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

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

## 2 Contract Effectiveness and Order of Priority

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

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

- A. any Amendment;
- B. terms contained in this Contract document
- C. any Contract-specific State terms 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 or applicable law;
- F. any statement of work, work order, or other mutually agreed Contract documents.

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

- 2.4 Any Contract document shall be legibly written in ink or typed. All Contract

transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### **3 Modification of Contract Terms and Contract documents**

- 3.1** The Contract may only be modified, amended, or expanded by an 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 and information 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. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 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 Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central

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

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Amendment** means a mutually executed, written modification to a Contract document.
- 4.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.5 **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.
- 4.6 **Customer** means the governmental entity receiving goods or services contemplated by the Contract.
- 4.7 **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.
- 4.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 4.9 **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.
- 4.10 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees, and designees thereof.
- 4.11 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

- 4.12 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.13 OAC** means the Oklahoma Administrative Code.
- 4.14 OMES** means the Office of Management and Enterprise Services.
- 4.15 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.16 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.17 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.18 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.19 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.20 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.

## **S Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O. S. § 85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** Distribution and Storage: Supplier shall prepare for mailing and/or distribution of all magazines (including bind-ins, blow-ins, etc.) as directed by the State and deliver ready to mail pieces to the US Postal Service with all appropriate paperwork filled out accurately.

State shall pay the cost of postage, mailing permits, freight, shipping, and other

charges related to the distribution of the Work. State shall be responsible for establishing an account at the US Postal Service with sufficient funds to cover the postage costs of mailing each issue.

State shall be responsible for providing the information required for necessary US Postal Service forms, which shall be completed by the Supplier at the time of mailing.

The State may require the Supplier to store pallets of materials used in production of the magazines (e.g. bind-ins, blow-ins, etc.), and the quantity may vary throughout the year. The Supplier shall make provisions for storing such materials. The State shall be responsible for fees associated with pallet storage as detailed Exhibit E-1. .

## **6 Ordering, Inspection, and Acceptance**

**6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

**6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

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

claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, 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.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract document. Deviations, substitutions, or changes *in* a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.
- 6.5 All claims for Supplier's breach of performance must be made by State in writing within a period of one hundred and twenty (120) days after Supplier's completion of the deliverable(s), Supplier shall acknowledge or dispute the validity of such claim within ten (10) days of receipt of State's claim. In the event of a material breach of Section 6.2 of this Contract by Supplier, the parties will work together in good faith to mitigate the effects of such breach. In addition, Supplier will repair or replace the defective deliverable(s). If such repair or replacement is not reasonably possible or practical, as reasonably agreed between State and Supplier, State and Supplier will negotiate in good faith to reach mutual agreement on a reasonable remedy, which may include a credit, taking into account the nature of the breach, any actual direct damage State has incurred, and any other relevant factors. The payment by Supplier of the sales credit or performance of another agreed to remedy will cure the related breach of warranty upon written release by State stating the related breach has been cured.

## **7 Invoices and Payment**

- 7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated

in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

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

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

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

of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a 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 a limit of not less than \$5,000,000 per occurrence; and
- E.** Additional coverage required in writing in connection with a particular Acquisition.

**8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or Supplier's 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, Supplier's employees, agents, or others for the payment of taxes or the provision of

unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

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

## **9 Compliance With Applicable Laws**

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

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 2 C.F.R. part 376 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, and Americans with Disabilities Act of 1990;
- 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 [e-verify.gov](http://e-verify.gov).
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [e-verify.gov](http://e-verify.gov) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

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

## **IO Audits and Records Clause**

- 10.1** As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that

comprise pricing under the Contract.

- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. § 85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it

or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonably should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

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

- 11.8** 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 the Supplier.

## **12 Conflict of Interest**

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

## **13 Assignment and Permitted Subcontractors**

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in 13.1 above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should

any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or service.

## **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party 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, to the extent such claim, charge or suit arises from or is a result of any negligence or intentional acts or omissions of Supplier in performing its services hereunder, 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. Notwithstanding the foregoing, Supplier's indemnification of State shall not extend to losses, claims or damages arising as a result of State's negligence or intentional acts or omissions.

## **16 Indemnification**

### **16.1 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 260:1 15-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

### **16.2 Acts or Omissions**

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

### **16.3 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 infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.4 Notice and Cooperation**

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

#### **16.5 Coordination of Defense**

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

#### **16.6 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply

regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

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

## **18 Termination for Cause**

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within

thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** 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-days notice under this section.
- 18.4** 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.
- 18.5** 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.

## **19 Termination for Convenience**

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment

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

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

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

## **22 Certification Regarding State Employees Prohibition From Fulfilling Services**

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

## **23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to

shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

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

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

## **24 Security of Property and Personnel**

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

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract document

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

**If Sent to the State:**

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

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

OMES Central Purchasing, Attn: Deputy General Counsel, 2401 N. Lincoln Blvd., Second Floor Oklahoma City, OK 73105

**26 Miscellaneous**

**26.1 Choice of Law and Venue**

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

**26.2 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.

**26.3 Transition Services**

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

performance of Supplier.

#### **26.4 Publicity**

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

#### **26.5 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. 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.

#### **26.6 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract document, or any part thereof, or the right of the State or a Customer to enforce any

provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

#### **26.7 Mutual Responsibilities**

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

#### **26.8 Invalid Term or Condition**

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

#### **26.9 Severability**

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

enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.10 Section Headings**

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

#### **26.11 Sovereign Immunity**

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

#### **26.12 Survival**

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

#### **26.13 Entire Agreement**

The Contract documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

#### **26.14 Gratuities**

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

## **26.15 Import/Export Controls**

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

**ATTACHMENT C**  
**AGENCY TERMS**  
**SOLICITATION NO. EV00000763**

**1. NO agency terms-Place Holder**

**CONFIDENTIAL**

**EXHIBIT 3 - PRICING**

Service	Unit	Year 1 Pricing	Year 2 Pricing	Year 3 Pricing	Year 4 Pricing	Year 5 Pricing
<b>PREPRESS</b>						
Softproofing subscription fee	/page	\$1.05	\$1.08	\$1.11	\$1.15	\$1.18
PDFX1A H/P	/page	\$5.60	\$5.77	\$5.94	\$6.12	\$6.30
Online Softproof (DBL Online)	/page	\$1.05	\$1.08	\$1.11	\$1.15	\$1.18
CMYK hardcopy proof	/page	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14
PMS hardcopy proof	/page	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14
<b>PAGE REVISIONS</b>						
Revision (made by printer)	/page	\$6.65	\$6.85	\$7.05	\$7.27	\$7.48
Remake plates (Cover and 4p Body)	/page	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04
Remake plates (Body 8p -32p Forms)	/page	\$133.00	\$136.99	\$141.10	\$145.33	\$149.69
Remake plates (Body 48p -64p Forms)	/page	\$259.00	\$266.77	\$274.77	\$283.02	\$291.51
<b>ADDITIONAL</b>						
Late fee	/page	To be evaluated at the time dependent on mutually agreed upon schedules.				
Rush fee	/page	To be evaluated at the time dependent on mutually agreed upon schedules.				
<b>INK</b>						
1 color	/page/m	\$0.1182	\$0.1217	\$0.1254	\$0.1292	\$0.1330
2 colors	/page/m	\$0.3084	\$0.3177	\$0.3272	\$0.3370	\$0.3471
3 colors	/page/m	\$0.4986	\$0.5136	\$0.5290	\$0.5448	\$0.5612
4 colors	/page/m	\$0.5374	\$0.5535	\$0.5701	\$0.5872	\$0.6048
Non-process color, body (PMS, to be billed at cost plus)	/page/m	\$0.3772	\$0.3885	\$0.4002	\$0.4122	\$0.4245
Non-process color, cover (PMS, to be billed at cost plus)	/page/m	\$0.3772	\$0.3885	\$0.4002	\$0.4122	\$0.4245
<b>COATING</b>						
Flood Gloss C1 & C4, set up	/job	\$105.00	\$108.15	\$111.39	\$114.74	\$118.18
Flood Gloss C1 & C4, run	/page/m	\$3.15	\$3.24	\$3.34	\$3.44	\$3.55
Flood Gloss C1 & C4, material	/page/m	\$12.57	\$12.95	\$13.34	\$13.74	\$14.15
Flood Dull C1 & C4, set up	/job	\$140.00	\$144.20	\$148.53	\$152.98	\$157.57
Flood Dull C1 & C4, run	/page/m	\$4.38	\$4.51	\$4.65	\$4.79	\$4.93
Flood Dull C1 & C4, material	/page/m	\$14.90	\$15.35	\$15.81	\$16.28	\$16.77
Flood Gloss Varnish C1 & C2, set up (Requires 5 Unit Form)	/job	\$266.00	\$273.98	\$282.20	\$290.67	\$299.39
Flood Gloss Varnish C1 & C2, run (Requires 5 Unit Form)	/page/m	\$1.07	\$1.10	\$1.13	\$1.16	\$1.20
Aqueous / UV Gloss C1 & C4, set up	/job	\$105.00	\$108.15	\$111.39	\$114.74	\$118.18
Aqueous / UV Gloss C1 & C4, run	/m	\$3.15	\$3.24	\$3.34	\$3.44	\$3.55
Aqueous / UV Gloss C1 & C4, material	/m	\$12.57	\$12.95	\$13.34	\$13.74	\$14.15
Spot Gloss C1 & C4, set up (Pattern)	/job	\$385.00	\$396.55	\$408.45	\$420.70	\$433.32
Spot Gloss C1 & C4, run (Pattern)	/page/m	\$4.38	\$4.51	\$4.65	\$4.79	\$4.93
Spot C1 & C4, material (Pattern)	/page/m	\$12.57	\$12.95	\$13.34	\$13.74	\$14.15
Reticulation C1 & C4, set up	/job	will be invoiced based on job specifications				
Reticulation C1 & C4, run	/page/m	will be invoiced based on job specifications				
<b>ADDITIONAL APPLICATIONS</b>						
Foil, set-up	/job	will be invoiced based on job specifications				
Foil, run	/m	will be invoiced based on job specifications				
Foil, materials	each	will be invoiced based on job specifications				
Emboss, set up	/job	will be invoiced based on job specifications				
Emboss, run	/m	will be invoiced based on job specifications				
Emboss, die creation	/job	will be invoiced based on job specifications				

PLATES & PRESSWORK, BLACK & MR (based on a print run between 20k and 150k)						
38" 8-unit web	each	N/A	N/A	N/A	N/A	N/A
32-page form	each	\$924.00	\$951.72	\$980.27	\$1,009.68	\$1,039.97
Succeeding MR, 32-pages	each	\$924.00	\$951.72	\$980.27	\$1,009.68	\$1,039.97
36" 5 or 6-unit web	each	\$1,130.00	\$1,163.90	\$1,198.82	\$1,234.78	\$1,271.82
20" 5-unit web	each	\$980.00	\$1,009.40	\$1,039.68	\$1,070.87	\$1,103.00
8-page form	each	\$924.00	\$951.72	\$980.27	\$1,009.68	\$1,039.97
4-page for (2-up)	each	\$714.00	\$735.42	\$757.48	\$780.21	\$803.61
Plates & make-ready (Cover and 4p Body - 4/Color)	each	\$714.00	\$735.42	\$757.48	\$780.21	\$803.61
Plates & make-ready (8p - 32p Body Forms)	each	\$924.00	\$951.72	\$980.27	\$1,009.68	\$1,039.97
Plates & make-ready (48p - 64p Body Forms)	each	\$1,848.00	\$1,903.44	\$1,960.54	\$2,019.36	\$2,079.94
PMS/metallic make-ready (Cover)	each	\$266.00	\$273.98	\$282.20	\$290.67	\$299.39
Press stops (Cover and 4p Body)	each	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79
Press stops (8p - 32p Body Forms)	each	\$140.00	\$144.20	\$148.53	\$152.98	\$157.57
Press stops (48p - 64p Body Forms)	each	\$280.00	\$288.40	\$297.05	\$305.96	\$315.14
64-page form make-ready	each	\$1,848.00	\$1,903.44	\$1,960.54	\$2,019.36	\$2,079.94
64-page form run	/m	\$19.60	\$20.19	\$20.79	\$21.42	\$22.06
48-page form make-ready	each	\$1,848.00	\$1,903.44	\$1,960.54	\$2,019.36	\$2,079.94
48-page form run	/m	\$19.60	\$20.19	\$20.79	\$21.42	\$22.06
32-page form make-ready	each	\$924.00	\$951.72	\$980.27	\$1,009.68	\$1,039.97
32-page form run	/m	\$9.80	\$10.09	\$10.40	\$10.71	\$11.03
24-page form make-ready	each	\$924.00	\$951.72	\$980.27	\$1,009.68	\$1,039.97
24-page form run	/m	\$9.80	\$10.09	\$10.40	\$10.71	\$11.03
16-page form make-ready	each	\$924.00	\$951.72	\$980.27	\$1,009.68	\$1,039.97
16-page form run	/m	\$4.90	\$5.05	\$5.20	\$5.35	\$5.51
8-page form make-ready	each	\$924.00	\$951.72	\$980.27	\$1,009.68	\$1,039.97
8-page form run	/m	\$2.80	\$2.88	\$2.97	\$3.06	\$3.15
4-page form make-ready	each	\$714.00	\$735.42	\$757.48	\$780.21	\$803.61
4-page form run	/m	\$5.60	\$5.77	\$5.94	\$6.12	\$6.30
4-page form run, 2-up	/m	\$5.60	\$5.77	\$5.94	\$6.12	\$6.30
PRESSWORK, Blow-in cards (based on a print run between 20k and 150k) (Includes current paper cost)						
1/1, no bleed (assumes PMS ink on 7 pt stock)	/m	\$81.77	\$84.22	\$86.75	\$89.35	\$92.03
4/1, no bleed (assumes 4/C process over 1/C black on 7 pt stock)	/m	\$66.47	\$68.46	\$70.52	\$72.63	\$74.81
PRESSWORK, Tip-ons (based on a print run between 20k and 150k) (Includes current paper cost)						
1/1, with bleed (assumes PMS ink on 7 pt stock)	/m	\$95.54	\$98.41	\$101.36	\$104.40	\$107.53
4/1, with bleed (assumes 4/C process over 1/C black on 7 pt stock)	/m	\$79.98	\$82.38	\$84.85	\$87.40	\$90.02
4/4, with bleed (assumes 4/C process both sides on 7 pt stock)	/m	\$84.44	\$86.97	\$89.58	\$92.27	\$95.04

PERFECT BINDING, folded & flat sheet sig feeders (based on a print run between 20k and 150k)						
1 - 3 sections set-up	each	\$200.00	\$206.00	\$212.18	\$218.55	\$225.10
1 - 3 sections run/m	/m	\$20.65	\$21.27	\$21.91	\$22.56	\$23.24
Additional sections set-up	each	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
Additional sections run (32p Signatures/Inserts)	each	\$2.10	\$2.16	\$2.23	\$2.29	\$2.36
Additional sections run (8p - 24p Signatures/Inserts)	each	\$1.05	\$1.08	\$1.11	\$1.15	\$1.18
Additional sections run (4p Signatures/Inserts)	each	\$2.10	\$2.16	\$2.23	\$2.29	\$2.36
Stop binder	each	NC	NC	NC	NC	NC
Change sections (Pocket Version changes)	each	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
Handling inserts	each	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26
Off-line folding, 4-page, MR	each	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
Off-line folding, 4-page, run	/m	\$3.50	\$3.61	\$3.71	\$3.82	\$3.94
Trim 4-page sig, MR	each	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
Trim 4-page sig, run	/m	\$3.50	\$3.61	\$3.71	\$3.82	\$3.94
Blow-in replay card, MR	each	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
Blow-in replay card, run	/m	\$1.40	\$1.44	\$1.49	\$1.53	\$1.58
SLOWDOWNS						
Inserts not meeting specs	each	To be evaluated				
Run with 4+ inserts/onserts	/m	NC	NC	NC	NC	NC
TIPPING						
Set-up	each	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Tip up to 4 pages	/m	\$33.12	\$34.11	\$35.14	\$36.19	\$37.28
Gold sticker, set up (Mechanical)	each	\$176.65	\$181.95	\$187.41	\$193.03	\$198.82
Gold sticker application, run (Mechanical)	/m	\$14.35	\$14.78	\$15.22	\$15.68	\$16.15
Gold sticker application, Handwork, per hour	/hour	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
GOLD STICKER PRINTING						
Set-up (Based on current market rates)	each	\$1,950.00	\$2,008.50	\$2,068.76	\$2,130.82	\$2,194.74
Run (Based on current market rates)	/m	\$386.43	\$398.02	\$409.96	\$422.26	\$434.93
GOLD STICKER APPLICATION						
Gold sticker, set up (Mechanical)	each	\$176.65	\$181.95	\$187.41	\$193.03	\$198.82
Gold sticker application, run (Mechanical)	/m	\$14.35	\$14.78	\$15.22	\$15.68	\$16.15
Gold sticker application, Handwork per hour	/hour	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
OVERRUNS						
Trim & Pack	per order	\$121.89	\$125.55	\$129.31	\$133.19	\$137.19
Add'l within same form						

LABEL PREP						
In-line w/binder set-up	/job	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79
In-line w/binder run	/m	\$9.10	\$9.37	\$9.65	\$9.94	\$10.24
Inkjet label set up	/job	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79
Inkjet label run	/m	\$9.10	\$9.37	\$9.65	\$9.94	\$10.24
Paper label set-up (Apply 1-up blank label + Inkjet)	/job	\$105.00	\$108.15	\$111.39	\$114.74	\$118.18
Paper label run (Apply 1-up blank label + Inkjet)	/m	\$12.60	\$12.98	\$13.37	\$13.77	\$14.18
Offline mailing set-up	/job	\$105.00	\$108.15	\$111.39	\$114.74	\$118.18
Offline mailing run	/m	\$17.50	\$18.03	\$18.57	\$19.12	\$19.70

<b>MAILING SERVICES</b>						
NCOALink	minimum	\$112.62	\$116.00	\$119.48	\$123.06	\$126.75
NCOA processing	/m	\$2.09	\$2.15	\$2.22	\$2.28	\$2.35
Merge Purge	/m	\$3.58	\$3.69	\$3.80	\$3.91	\$4.03
Selects/Segmenting (split CAN/FGN)	/m	\$0.60	\$0.62	\$0.64	\$0.66	\$0.68
Hard coding - variable	/m	\$0.60	\$0.62	\$0.64	\$0.66	\$0.68
Firm identification	/m	\$1.19	\$1.23	\$1.26	\$1.30	\$1.34
IMB full service coding	/m	\$1.19	\$1.23	\$1.26	\$1.30	\$1.34
IMB full service coding	minimum	\$29.88	\$30.78	\$31.70	\$32.65	\$33.63
FTP/File output	/file	\$11.95	\$12.31	\$12.68	\$13.06	\$13.45
Replicating records	/m	\$0.89	\$0.92	\$0.94	\$0.97	\$1.00
Inkjet package under 50,000	/m	\$5.80	\$5.97	\$6.15	\$6.34	\$6.53
PS Label package	/m	\$7.76	\$7.99	\$8.23	\$8.48	\$8.73

<b>MATERIALS</b>						
9" x 12" envelope	each	\$1.00	\$1.03	\$1.06	\$1.09	\$1.13
Utility bags	each	\$0.75	\$0.77	\$0.80	\$0.82	\$0.84
Cartons	each	\$1.93	\$1.99	\$2.05	\$2.11	\$2.17
Pallets	each	\$20.30	\$20.91	\$21.54	\$22.18	\$22.85

<b>PACKAGING &amp; SHIPPING</b>						
1st enclosure, 9" x 12" envelope	each	Included in envelope charge				
Add'l enclosures, 9" x 12" envelope	each	\$0.29	\$0.30	\$0.31	\$0.32	\$0.33
1st enclosure, Utility bag	each	Included in envelope charge				
Add'l enclosures, Utility bag	each	\$0.29	\$0.30	\$0.31	\$0.32	\$0.33
Package into carton	/carton	Included in envelope charge				
Load onto pallets	/pallet	Included in envelope charge				
Apply label/postage by hand set-up	each	To be billed based on actual time				
Apply label/postage by hand run	/m	To be billed based on actual time				
Skrink wrap bundles	each	\$1.00	\$1.03	\$1.06	\$1.09	\$1.13
Handwork, per hour	/hour	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28

<b>MISCELLANEOUS</b>						
Skid Storage per skid, per month	each	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26

<b>FREIGHT</b>						
OKC BMEU (@ 16,000 COPIES 6x/year)		Please see seprate document for freight estimates based on current FSC				
4233 Charter Ave, OKC, 73108 (@5,000 copies 6x/year)		Please see seprate document for freight estimates based on current FSC				
5621 W Reno Ave, OKC, 73127 (@100,000 copies of each year)		Please see seprate document for freight estimates based on current FSC				
<b>ADDITIONAL SHIPPING</b>						
Topeka, KS (200 copies)		To bill billed as incurred				
Atlanta, GA (50 copies)		To bill billed as incurred				
San Antonio, TX (3,000 copies)		To bill billed as incurred				

PAPER						
33 1/2" web						
50# matte text, materials cost	CWT					
50# matte text, MR	lbs.	N/A	N/A	N/A	N/A	N/A
50# matte text, run	/m	N/A	N/A	N/A	N/A	N/A
50# matte text, press stop	each	N/A	N/A	N/A	N/A	N/A
17 1/2" Web						
50# matte/gloss text, materials cost (to be billed at market)	CWT	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50
50# matte/gloss text, MR	lbs.	168.00	168.00	168.00	168.00	168.00
50# matte/gloss text, run	/m	24.31	24.31	24.31	24.31	24.31
50# matte/gloss text, press stop	each	84.00	84.00	84.00	84.00	84.00
50# matte/gloss text, plate change	each	21.00	21.00	21.00	21.00	21.00
33 1/2" web						
100# matte text, materials cost	CWT	Will be invoiced at market rate				
100# matte text, MR	lbs.	NA	NA	NA	NA	NA
100# matte text, run	/m	NA	NA	NA	NA	NA
100# matte text, press stop	each	NA	NA	NA	NA	NA
17 1/2" web						
100# matte/gloss text, materials cost (to be billed at market)	CWT	\$ 75.50	\$ 75.50	\$ 75.50	\$ 75.50	\$ 75.50
100# matte text, MR	lbs.	587.00	587.00	587.00	587.00	587.00
100# matte text, run	/m	48.36	48.36	48.36	48.36	48.36
100# matte text, press stop	each	168.00	168.00	168.00	168.00	168.00
100# matte/gloss text, plate change	each	42.00	42.00	42.00	42.00	42.00
BLOW-IN CARD						
Manufacturing	/m	will be invoiced based on job specifications				
Paper (7pt matte)	/m	will be invoiced based on job specifications				
TIP-ON						
Manufacturing	/m	will be invoiced based on job specifications				
Paper	/m	will be invoiced based on job specifications				

DIGITAL EDITION						
Digital edition feature set, image & text view	/page	\$9.00	\$9.27	\$9.55	\$9.83	\$10.13
Menu sub-destination	/month	\$60.00	incl.	incl.	incl.	incl.
TOC thumbnails	/job	incl.	incl.	incl.	incl.	incl.
Submit to social media	/job	incl.	incl.	incl.	incl.	incl.
Zoom	/job	incl.	incl.	incl.	incl.	incl.
Statistical reporting	/job	incl.	incl.	incl.	incl.	incl.
Edition level search	/job	incl.	incl.	incl.	incl.	incl.
Insertion of links to any URL that is live text pg copy	/link	incl.	incl.	incl.	incl.	incl.
1-year hosting w/2-year archival	/issue	incl.	incl.	incl.	incl.	incl.
3+ year hosting/archiving	/pg/year	\$0.25	\$0.26	\$0.27	\$0.27	\$0.28
150,000 page views	/publication	incl.	incl.	incl.	incl.	incl.
>150,000 page views	/m	\$0.50	\$0.52	\$0.53	\$0.55	\$0.56
Rich media insertion	/job	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14
Specialty pages	/page	To be quoted on case by case basis.				
Subscription creation	/sub	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14
Minimum billing	/edition	\$300.00	\$309.00	\$318.27	\$327.82	\$337.65
Slideshow creation	each	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02
Custom link	each	\$2.50	\$2.58	\$2.65	\$2.73	\$2.81
Banner ad placement	each	Not Available				
Ticker placement	each	Not Available				
Interstitial page	each	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14
Google ad manager placement	each	Not Available				
Republishing	/instance	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14
Special services	/hour	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
App development	/publication	see below				
Applicable App Fees	/month	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69



Date: November 6, 2025  
Account: State of Oklahoma  
Client Segment/Title code: OKL027, OKL025, ROU047 OKL035  
Mail freight rate: \$ 9.73/cwt plus fuel surcharge  
Cycle: Public

Administrative Fees related to Mail Pool Drop Ship Programs

\$600 Admin Fee per non co-mail stream  
\$600 Admin Fee per multi-bind inline co-mail stream  
\$300 Admin Fee per offline co-mail stream  
Drop shipments of mail outside of the normal schedule will be quoted a freight rate on an individual basis.

Third-Party Distribution

\$10.00 per Pallet Handling Fee, subject to adjustment upon notice  
\$1.15 per Carton Handling Fee, subject to adjustment upon notice  
Guidelines and surcharges for any type of third-party shipping/distribution will be provided upon request. Please note that Client's written authorization may be required before third-party shipments are processed.

Withdrawing from Any Freight Cycle

If Client decides to withdraw from freight cycle less than nine (9) days prior to the start ship date, then Client will be billed the greater of \$2,500 or the actual freight cost.

Bulk Shipments

Quad will apply a 60% off the then-current Czar Lite rates with \$140.00 minimum per shipment plus fuel surcharge for Less-Than-Truckload (LTL) freight.

Truckload freight will be invoiced at Quad's standard truckload rates.

Quad's accessorial charges, in any combination of the below: \$8.00/cwt with \$85.00 minimum and \$350.00 maximum per shipment:

- Lift gate
- Pallet jack – hand truck
- Inside delivery
- Driver assistance
- Lumper fee

Additional charges applied separately at the following standard rates, subject to adjustment upon notice:

- Residential shipping - \$140.00
- Limited access shipping - \$100.00
- Guaranteed AM delivery shipment - \$130.00
- Guaranteed PM delivery shipment - \$105.00

Small Package Shipments

Small package shipments will be billed at the published list rate.

Additional charges incurred for fuel surcharge, delivery area surcharge, residential fee, and any other accessorial charge that carrier applies will be billed additional.

Miscellaneous



**Distribution Pricing**

Distribution services detailed herein will be exclusively arranged by Quad Logistics Services, LLC for all product produced by Quad and subject to the Distribution Services Addenda located in the Client Terms section at [www.quad.com/clients](http://www.quad.com/clients), which is incorporated herein by reference.

Any rates not specifically provided herein will be quoted at Client’s request. From time to time there are changes to transportation laws, rules or regulations, or general market occurrences that may result in changes to any quoted or established freight rates, which will be timely communicated as they happen.

**Fuel Surcharges**

Fuel surcharges apply to all freight rates, unless otherwise specified. The national diesel fuel average price is updated every Monday and can be obtained at: <http://www.eia.doe.gov>.

**2022 CYCLE DEFAULT**

**FUEL SURCHARGE SCHEDULE**

Range		Surcharge	Range		Surcharge	Range		Surcharge	Range		Surcharge	Range		Surcharge
\$ 1.000	\$ 1.099	4.0%	\$ 2.300	\$ 2.399	17.0%	\$ 3.600	\$ 3.699	30.0%	\$ 4.900	\$ 4.999	43.0%	\$ 6.200	\$ 6.299	56.0%
\$ 1.100	\$ 1.199	5.0%	\$ 2.400	\$ 2.499	18.0%	\$ 3.700	\$ 3.799	31.0%	\$ 5.000	\$ 5.099	44.0%	\$ 6.300	\$ 6.399	57.0%
\$ 1.200	\$ 1.299	6.0%	\$ 2.500	\$ 2.599	19.0%	\$ 3.800	\$ 3.899	32.0%	\$ 5.100	\$ 5.199	45.0%	\$ 6.400	\$ 6.499	58.0%
\$ 1.300	\$ 1.399	7.0%	\$ 2.600	\$ 2.699	20.0%	\$ 3.900	\$ 3.999	33.0%	\$ 5.200	\$ 5.299	46.0%	\$ 6.500	\$ 6.599	59.0%
\$ 1.400	\$ 1.499	8.0%	\$ 2.700	\$ 2.799	21.0%	\$ 4.000	\$ 4.099	34.0%	\$ 5.300	\$ 5.399	47.0%	\$ 6.600	\$ 6.699	60.0%
\$ 1.500	\$ 1.599	9.0%	\$ 2.800	\$ 2.899	22.0%	\$ 4.100	\$ 4.199	35.0%	\$ 5.400	\$ 5.499	48.0%	\$ 6.700	\$ 6.799	61.0%
\$ 1.600	\$ 1.699	10.0%	\$ 2.900	\$ 2.999	23.0%	\$ 4.200	\$ 4.299	36.0%	\$ 5.500	\$ 5.599	49.0%	\$ 6.800	\$ 6.899	62.0%
\$ 1.700	\$ 1.799	11.0%	\$ 3.000	\$ 3.099	24.0%	\$ 4.300	\$ 4.399	37.0%	\$ 5.600	\$ 5.699	50.0%	\$ 6.900	\$ 6.999	63.0%
\$ 1.800	\$ 1.899	12.0%	\$ 3.100	\$ 3.199	25.0%	\$ 4.400	\$ 4.499	38.0%	\$ 5.700	\$ 5.799	51.0%	\$ 7.000	\$ 7.099	64.0%
\$ 1.900	\$ 1.999	13.0%	\$ 3.200	\$ 3.299	26.0%	\$ 4.500	\$ 4.599	39.0%	\$ 5.800	\$ 5.899	52.0%	\$ 7.100	\$ 7.199	65.0%
\$ 2.000	\$ 2.099	14.0%	\$ 3.300	\$ 3.399	27.0%	\$ 4.600	\$ 4.699	40.0%	\$ 5.900	\$ 5.999	53.0%	\$ 7.200	\$ 7.299	66.0%
\$ 2.100	\$ 2.199	15.0%	\$ 3.400	\$ 3.499	28.0%	\$ 4.700	\$ 4.799	41.0%	\$ 6.000	\$ 6.099	54.0%	\$ 7.300	\$ 7.399	67.0%
\$ 2.200	\$ 2.299	16.0%	\$ 3.500	\$ 3.599	29.0%	\$ 4.800	\$ 4.899	42.0%	\$ 6.100	\$ 6.199	55.0%	\$ 7.400	\$ 7.499	68.0%

Continued as the price of fuel increases

NOTE: Applicable Surcharge is based on the National Diesel Fuel Price Index published weekly by the Department of Energy @ [www.eia.doe.gov](http://www.eia.doe.gov). For every \$.099 increase in the National Diesel Average Fuel Price Index above \$7.499 per gallon the surcharge will increase 1 %



Please view our Company Information response to see an overview of Quad and our capabilities as it relates to this work. Quad will not be adding/pricing out additional services at this time. As we progress in our relationship, we would be happy to discuss other services we offer that could benefit your organization.