

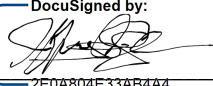

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE


State Agency State Purchasing and Contracts Office	Original Contract Number 141353
Contractor Cactus Communications Inc.	Amendment Contract Number 177538
Current Contract Maximum Amount	Contract Performance Beginning Date September 1, 2019
	Current Contract Expiration Date August 31, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR Cactus Communications Inc.</p> <p>DocuSigned by:  2E0A804E33AB4A4...</p> <p style="text-align: center;">By: Jeff Graham</p> <p style="text-align: center;">Date: 8/29/2022</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel & Administration State Purchasing & Contracts Office</p> <p>DocuSigned by:  EF45AFDEB51E414...</p> <p style="text-align: center;">By: John Chapman State Purchasing Manager</p> <p style="text-align: center;">Date: 8/30/2022</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  6D1AC497138C48B...</p> <p style="text-align: center;">By: Rachael Kamlet Name of Agency or IHE Delegate</p> <p style="text-align: center;">Amendment Effective Date: 8/30/2022</p>	
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1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

To amend the original contract with Accessibility terms, as well as to extend the contract for another option year as well as updating pricing based on attached price sheet.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The State Price Agreement pertains to agencies and political subdivisions as specified below. R-24-102-202-01 Mandatory and Permissive Price Agreements.

(a) “Price agreement” means a contract negotiated, managed and maintained by the department for commonly sourced supplies and services. These contracts may be used by all governmental bodies, institutions, local governments and nonprofits certified pursuant to section 24-110-207.5, C.R.S.

C Accessibility

i. Contractor shall comply with:1) the Work Product provided under this Contract 2) all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level AA of the most

current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

Work that is awarded to the vendor as a result of an existing relationship with a state agency or political subdivision but is not under a formal contract with that entity shall be by default NOT exempt from the 1% administrative fee even if the entity does not specify that they are using the state price agreement.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



STATE OF COLORADO / CACTUS PRICING

DATE: 08.29.22 /

STATE OF COLORADO / ADVERTISING AND MARKETING SERVICES /

OUR APPROACH TO PRICING AND BUDGETING

Our method for accurately budgeting and pricing agency fees, third-party subcontractor production expenses, and paid media expenses begins with outlining a detailed scope of work, setting objectives, and aligning on expected deliverables. Defining parameters is key, as the scope of work for individual campaigns, projects and deliverables is scalable and can vary significantly based on factors such as the need for research, planning outcomes, creative concepts, number of deliverables and versions, required approval processes, rounds of expected client review and revisions, design and production specifications, etc., as well as clearly defined roles and responsibilities for all parties. Cactus will work with State clients to negotiate a compensation structure that is based upon a scope of work and services that we define and agree upon together, is equitable for both parties, and that works within each state agency's/entity's marketing budget.

PRICING MODELS

AGENCY FEES

Cactus agency fees for in-house services will be priced as a flat project fee, based on the scope of work outlined and the budgets agreed upon with each individual State agency/entity. Cactus project fees are estimated and determined by estimating the agency hours the project will require (based on our experience performing similar work for other clients), and multiplying those hours by an hourly rate for the services that will be provided. All hourly rates are inclusive of staffing, operating and overhead costs. A full Cactus hourly rate sheet used for estimating has been provided. Agency project fees are billed in alignment with the project schedule (for example, the agency fee for a three-month project would be split across three months).

PRODUCTION (THIRD-PARTY SUBCONTRACTORS) & MISCELLANEOUS EXPENSES

Throughout the course of any project, Cactus will engage third-party subcontractors for items like printing, photography/illustration, broadcast and video production, professional talent, website hosting, qualitative/quantitative research, etc., and incur miscellaneous expenses for items such as mileage, couriers and shipping, etc. All out-of-pocket production expenses will be competitively sourced, bid and approved by the State prior to purchase. Miscellaneous expenses will be billed as incurred within State parameters and requirements. Production and miscellaneous expenses will be billed at net cost with no mark-up.

MEDIA EXPENSES

All media expenses will be planned, estimated and outlined in a media flowchart (including tactics, timing/frequency, reach/impressions and costs) for approval by the State agency prior to placement and purchase. Cactus agency fees for media planning time will be scoped and priced as part of the flat project agency fee outlined above. Cactus media fees for media buying, monitoring and reporting time will either be scoped and priced as a flat project fee, or be charged as a 10-15% commission on the total media buy. This pricing and compensation model will be determined on a project-by-project basis, based on the overall budget, request and client/agency preference for each situation.



STATE OF COLORADO /

CACTUS PRICING

DATE: 08.29.22 /

ITEM	DESCRIPTION	AGENCY FEES HIGH \$	AGENCY FEES LOW \$	REGIONS
Print Advertising (B&W, spot or 4-color; half-page or full-page ad size; newspaper, consumer or trade publication)	Includes concept, copy, layout/design, art direction, photography or illustration, digital in-house proofs, account service and project management, production management, digital files prepped for pre-press/publication. <i>Notes: Agency fees low \$ equals one print ad at one size with stock photography or illustration; high \$ equals a series of 2-3 print ads with management of custom photography or illustration, possible Spanish-language executions, and/or multiple sizes per creative execution.</i> <i>All third-party expenses for stock or custom photography and illustration are NOT included in these fees and will be estimated separately. Budgeted production costs may range from \$1,000 – \$50,000.</i>	\$80,000	\$15,000	All (1-5)
Print Ad Placement Only	Media planning and buying of single print ad to a series of print ads. <i>Notes: Agency fees range depends on number of print insertions, number of publications and length of media buy.</i> <i>All third-party media placement expenses are NOT included in these fees and will be estimated separately.</i>	\$30,000	\$8,000	All (1-5)
Agency Fee Percentage	A media commission on the paid media buy may be applied to cover agency fees for media buying, monitoring and reporting.	15%	10%	All (1-5)
Radio Advertising (:30-:60 produced radio spot)	Includes concept, copy/scripts, account service and project management, production management and oversight of all radio production including talent, record/mix, music and final deliverables. <i>Notes: Agency fees low \$ equals one radio spot; high \$ equals a series of 2-3 radio spots, and possible Spanish-language executions.</i> <i>All third-party expenses for non-union or union talent, recording, music and audio editing/mix are NOT included in these fees and will be estimated separately. Budgeted production costs may range from \$5,000 – \$25,000.</i>	\$40,000	\$10,000	All (1-5)
Radio Spot Placement Only	Media planning and buying of single radio ad to a series of radio ads <i>Notes: Agency fees range depends on number of radio spots, number of radio stations and length of media buy.</i> <i>All third-party media placement expenses are NOT included in these fees and will be estimated separately.</i>	\$30,000	\$8,000	All (1-5)
Agency Fee Percentage	A media commission on the paid media buy may be applied to cover agency fees for media buying, monitoring and reporting.	15%	10%	All (1-5)



STATE OF COLORADO /

CACTUS PRICING

DATE: 08.29.22 /

ITEM	DESCRIPTION	AGENCY FEES HIGH \$	AGENCY FEES LOW \$	REGIONS
Television Advertising (:30-:60 produced TV spot) Video Production (short-form to long-form video for use online, in social media, or other distribution) <i>As TV and video production follow a similar process and require similar resources, often just for slightly different channel distribution, one price range has been provided that is inclusive of both types of projects</i>	Includes concept, copy/scripts, storyboards, account service and project management, production management and oversight of all TV/video pre-production including scouting, casting, potential shoot logistics, etc.; production including management and creative direction of talent, shoot, etc.; management and creative direction of post-production including editing, animation, motion graphics, voice-over, music, color correction and final deliverables. <i>Notes: Agency fees low \$ equals one TV spot or video; high \$ equals a series of 2-3 TV spots or videos, and possible Spanish-language executions. Whether a TV spot or video involves a live action shoot, uses existing video or stock footage, or requires animation or various motion graphics treatments can also influence the price range.</i> <i>All third-party expenses for director, live action shoot, crew, non-union or union talent, animation, motion graphics, editing, VO recording, music and post-production are NOT included in these fees and will be estimated separately. Budgeted production costs may range from \$25,000 – \$500,000.</i>	\$300,000	\$40,000	All (1-5)
TV Spot / Video Placement Only	Media planning and buying of single TV ad to a series of TV ads. <i>Notes: Agency fees range depends on number of TV spots, number of stations/media outlets, digital distribution, and length of media buy.</i> <i>All third-party media placement expenses are NOT included in these fees and will be estimated separately.</i>	\$50,000	\$10,000	All (1-5)
Agency Fee Percentage	A media commission on the paid media buy may be applied to cover agency fees for media buying, monitoring and reporting.	15%	10%	All (1-5)
Out-of-Home Advertising (Billboard, transit – bus or light rail / train boards, shelters, benches, wallscapes or installations, in-market placements – bars, restaurants, sports venues, etc.)	Includes concept, copy, layout/design, art direction, photography or illustration, digital in-house proofs, account service and project management, production management, digital files prepped for pre-press/placement, production management and traffic management of printing and posting. <i>Notes: Agency fees low \$ equals one OOH execution at one size with stock photography or illustration; high \$ equals a series of 2-3 OOH executions with management of custom photography or illustration, possible Spanish-language executions, and/or multiple sizes or types of OOH per creative execution.</i> <i>All third-party expenses for stock or custom photography and illustration, and OOH printing are NOT included in these fees and will be estimated separately. Budgeted production costs may range from \$1,000 – \$50,000.</i>	\$75,000	\$10,000	All (1-5)
Out-of-Home Ad Placement Only	Media planning and buying of single OOH ad to a series of OOH ads. <i>Notes: Agency fees range depends on number of out-of-home boards and locations of media buy.</i> <i>All third-party media placement expenses are NOT included in these fees and will be estimated separately.</i>	\$40,000	\$8,000	All (1-5)
Agency Fee Percentage	A media commission on the paid media buy may be applied to cover agency fees for media buying, monitoring and reporting.	15%	10%	All (1-5)



STATE OF COLORADO /

CACTUS PRICING

DATE: 08.29.22 /

ITEM	DESCRIPTION	AGENCY FEES HIGH \$	AGENCY FEES LOW \$	REGIONS
Digital Advertising (Digital display banners, rich media, homepage takeovers, native placements, paid social media advertising, etc.)	Includes concept, copy, layout/design, art direction, photography or illustration, digital development and animation, account service and project management, production management, digital files prepped for placement, trafficking of final deliverables. <i>Notes: Agency fees low \$ equals one digital banner ad at three standard sizes, or one social media post for primary channels (Facebook, Instagram, Twitter, LinkedIn) with stock photography or illustration; high \$ equals a series of 3-5 digital/social creative versions, each at multiple sizes/specs, with management of custom photography or illustration, possible Spanish-language executions, and/or more customized rich media or takeover digital placements.</i> <i>All third-party expenses for stock or custom photography and illustration are NOT included in these fees and will be estimated separately. Budgeted production costs may range from \$1,000 – \$25,000.</i>	\$50,000	\$15,000	All (1-5)
Digital Placement Only	Media planning and buying of a digital and social campaign. <i>Notes: Agency fees range depends on number of media outlets and audiences, complexity of digital placements, and length of media buy.</i> <i>All third-party media placement expenses are NOT included in these fees and will be estimated separately.</i>	\$50,000	\$15,000	All (1-5)
Agency Fee Percentage	A media commission on the paid media buy may be applied to cover agency fees for media buying, monitoring and reporting.	15%	10%	All (1-5)
Integrated Advertising Campaign (Creative development and production of an integrated advertising campaign carrying a common concept / theme across multiple media channels such as TV, radio, print, OOH, digital and social)	Includes messaging and audience strategy, creative campaign concept, copy/scripts, storyboards, layout/design, art direction, photography or illustration, digital development and animation, account service and project management, production management, oversight and creative direction of all production across all tactics/channels through final deliverables, trafficking of final materials to media outlets. <i>Notes: Agency fees low \$ to high \$ range is dependent on number of tactics and creative executions for each tactic, complexity of approved campaign concept, possible Spanish-language components, possible stock or custom photography or illustration, a live action TV shoot, use of existing video or stock video footage, animation or various motion graphics treatments, etc.</i> <i>All third-party expenses for stock or custom photography and illustration, printing, broadcast production, non-union or union talent, etc. are NOT included in these fees and will be estimated separately. Budgeted production costs may range from \$50,000 – \$500,000.</i>	\$500,000	\$125,000	All (1-5)
Integrated Campaign Media Strategy, Tactical Planning and Placement	Media strategy, planning and buying of an integrated media campaign. <i>Notes: Agency fees range depends on number of tactics, number of stations/media outlets, digital distribution, and length of media buy.</i> <i>All third-party media placement expenses are NOT included in these fees and will be estimated separately.</i>	\$200,000	\$35,000	All (1-5)
Agency Fee Percentage	A media commission on the paid media buy may be applied to cover agency fees for media buying, monitoring and reporting.	15%	10%	All (1-5)



STATE OF COLORADO /

CACTUS PRICING

DATE: 08.29.22 /

ITEM	DESCRIPTION	AGENCY FEES HIGH \$	AGENCY FEES LOW \$	REGIONS
Website (Campaign landing page or microsite to full marketing, product or e-commerce website)	<p>Includes discovery and planning (audience, user experience, content, technical), user experience (UX) design, wireframes, sitemap, copywriting and/or editing, visual design, art direction of photography or illustration or video, digital development and animation, account service and project management, production management and oversight of all digital development, technical requirements, quality assurance testing through site launch.</p> <p><i>Notes: Agency fees low \$ to high \$ range is dependent on the complexity of the site's content, design, functional features, etc. The low-end would include a simple 8- to 10-page microsite, where the high-end would include more complex e-commerce or functional features, more in-depth custom content, an SEO audit, recommendations and implementation, a product or web app build, etc.</i></p> <p><i>Expenses for stock or custom photography, illustration or video content, hosting, ongoing website maintenance, updates and enhancements, etc. are NOT included in these fees and will be estimated separately.</i></p>	\$700,000	\$75,000	All (1-5)
Brand & Vision Strategy (Brand strategy, platform, architecture, audience insights/profiles, category and competitive audits and insights)	<p>Includes research, discovery, audits and brand planning, outlining brand goals and objectives, providing insights across brand, audiences, category, competition, culture, etc., developing a brand platform/positioning/ key messaging, reasons to believe, brand pillars and architecture, brand persona and tone, target audience profiles/personas.</p> <p><i>Notes: Agency fees low \$ to high \$ range is dependent on the amount of research conducted, complexity of client team and stakeholders for input and presentation, number and depth of brand deliverables outlined in the scope of work, whether naming is involved, etc.</i></p> <p><i>All third-party expenses for qualitative or quantitative research, legal trademark fees, and miscellaneous expenses are NOT included in these fees and will be estimated separately.</i></p>	\$150,000	\$50,000	All (1-5)
Research (Qualitative or quantitative research)	<p>Conducting qualitative or quantitative research such as surveys, one-on-one interviews, mobile ethnographies, triads, focus groups, etc. Includes input, development of a research action plan, drafting of surveys and discussion guides, management of research implementation, review and analysis of data, development and presentation of data and insights, account management and project management including oversight of schedules and budgets.</p> <p><i>Notes: Agency fees low \$ to high \$ range is dependent on the amount and type of research conducted.</i></p> <p><i>All third-party expenses for qualitative or quantitative research, and miscellaneous expenses are NOT included in these fees and will be estimated separately.</i></p>	\$500,000	\$50,000	All (1-5)



STATE OF COLORADO / CACTUS PRICING

DATE: 08.29.22 /

Brand Identity (Logos, visual identity, tagline, graphic standards manual, stationery package, etc.)	Includes design, copywriting, creative direction, account management and project management, and assistance with legal trademark/copyright details. <i>Notes: Agency fees low \$ to high \$ range is dependent on complexity of logos and visual identity to be created (one corporate logo vs. a brand system and house of logos), complexity of client team and stakeholders for input and presentations, complexity of graphic standards manual or brand book and stationery package, whether naming or a tagline is involved, number and depth of brand identity deliverables outlined in the scope of work, etc.</i> <i>All third-party expenses for legal trademark fees, printing, and miscellaneous expenses are NOT included in these fees and will be estimated separately.</i>	\$200,000	\$50,000	All (1-5)
Consulting	Cactus can provide strategic consulting across brand, business, digital, media and communications objectives as needed and requested by individual State agencies/entities. All consulting will be estimated and scoped at the hourly rates listed in the rate sheet, at either an agreed upon flat project fee, or billed as time and materials incurred.	To be scoped or billed T&M as incurred	To be scoped or billed T&M as incurred	All (1-5)

CACTUS AGENCY RATE SHEET

SERVICE	HOURLY RATE
Principal / Executive Oversight	\$325
Brand Strategy / Belief & Behavior Design®	\$190
Account Leadership / Oversight	\$190
Account Management	\$175
Research (Secondary / Primary)	\$175
Project Management Oversight	\$175
Project Management	\$155
Media & Communications Strategy / Oversight	\$190
Media Tactical Planning & Buying	\$175
Media Reporting & Analytics	\$175
Media Trafficking	\$125
Executive Creative Direction	\$250
Creative Direction / Design Direction	\$190
Art Direction / Visual Design / UX/UI Design	\$175
Copywriting	\$175
Editing / Proofreading	\$125
Production Art / Design	\$155
Retouching / Color Correction	\$175
Video Editing / Production	\$155
Web Programming / Digital Development / Animation	\$175
Digital Strategy / Leadership / Consulting	\$190
Search Engine Optimization (SEO)	\$175
Digital Reporting & Analytics	\$175
Production Management (Print, Video, Broadcast, Digital)	\$175
Client Administration / Billing	\$125
Travel Time	\$60