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## STATE OF OKLAHOMA CONTRACT WITH OKLAHOMA PARTNERSHIP FOR SCHOOL READINESS FOUNDATION

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Oklahoma State Department of Education (“State”) and Oklahoma Partnership for School Readiness Foundation (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The term of the Contract is one (1) year with the option to renew for ten (10) one-year additional terms.

### Purpose

The State is awarding the Contract to Supplier for the Supplier to administer the Dolly Parton Imagination Library (DPIL) program in Oklahoma, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, vendor documents, or confidentiality requests. Supplier did include a best and final offer. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Attachment A – Solicitation #EV00000658;
  - 2.2. Attachment A1 – Negotiable General Terms;
  - 2.3. Exhibit 1 – Executive Summary and Company Info
  - 2.4. Exhibit 2 - Response for Third Party Supplier Info;
  - 2.5. Attachment B – Negotiable General Terms;
  - 2.6. Attachment C - OSDH General Terms;
  - 2.7. Attachment D - State IT Terms - Reserved;
  - 2.8. Attachment E1 - Pricing Sheet;
  - 2.9. Attachment G – Federal Funding Terms;
  - 2.10. Exhibit 1 – Response for Executive Summary and Company Info;
  - 2.11. Exhibit 2 - Response for Third Party Supplier Info; and
  - 2.12. Exhibit 3 – Response to Specifications and Requirements.

3. The parties additionally agree:
  - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
  - 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
4. The parties recognize that while the State of Oklahoma is executing this contract, payment obligations rest solely with the Oklahoma State Department of Education and the Office of Management and Enterprise Services (“OMES”) shall not be responsible for such. Please send invoices and billing inquiries to:

Oklahoma State Department of Education  
Attn: Accounts Payable  
HODGE BUILDING, 2500 N LINCOLN BLVD,  
OKLAHOMA CITY, OK 73105, USA  
Invoice Email: [invoices@sde.ok.gov](mailto:invoices@sde.ok.gov)

5. 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.

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**SIGNATURES**

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

**STATE OF OKLAHOMA**  
**by and through the OKLAHOMA STATE**  
**DEPARTMENT OF EDUCATION :**

**OKLAHOMA PARTNERSHIP FOR SCHOOL**  
**READINESS FOUNDATION**

By: *Ryan Walters*  
Ryan Walters (May 5, 2025 16:15 CDT)

By: *Carrie Williams*  
Carrie Williams (Apr 30, 2025 10:40 CDT)

Name: ryan walters

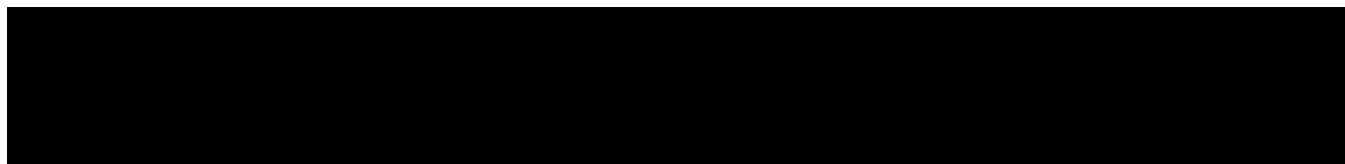
Name: Carrie Williams

Title: State Superintendent of Public Instruction • Administrative Services

Title: Executive Director

Date: **May 5, 2025**

Date: Apr 30, 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 (May 5, 2025 16:17 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: **May 5, 2025**

## **Attachment A - Solicitation No. EV00000658**

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

### **I. BACKGROUND**

Dolly Parton's Imagination Library program has been adopted in Oklahoma to more adequately prepare young learners to begin school ready to read by providing a free, age-appropriate book by mail each month to children from birth to their fifth birthday. While books are free to participating families, monthly fees for books ordered are due from local participating organizations to provide the program in an area. Funding for the Imagination Library in Oklahoma is made up of 50% appropriated funds from the legislature and 50% funds raised by local communities. Since many rural communities have been unable to raise the 50% funding required for the local match, the Oklahoma State Department of Education (OSDE) seeks to partner with a non-profit organization that will assist in fundraising through grants, partnerships with Oklahoma business leaders, and in organizing fundraising campaigns to increase local support for the program.

The goal of this solicitation is to obtain detailed proposals for the design and management of comprehensive statewide public awareness campaigns that will drive eligible audiences to enroll their children in the program or donate to the program, as well as perform the day-to-day administration of the statewide Imagination Library program.

### **II. PURPOSE**

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is requesting proposals on behalf of the Oklahoma State Department of Education (OSDE) from qualified suppliers to administering the Dolly Parton Imagination Library (DPIL) program in Oklahoma. Proposals must design and manage comprehensive statewide public awareness campaigns. The goal is to encourage eligible audiences to enroll their children in the Dolly Parton Imagination Library (DPIL) program or to contribute donations to support the initiative, in addition to overseeing the day-to-day administration of the statewide program in accordance with Oklahoma State Statutes 70 O.S. §3-104.10-.11.

As outlined in these statutes, OSDE is responsible for promoting public awareness campaigns to inform families with children under five about the availability of a free monthly book subscription

and to engage potential donors with information on how to support the program. Qualified suppliers must demonstrate the ability to build upon existing initiatives, enhancing them with expertise in production, media, and outreach to develop statewide campaigns that raise awareness of the Imagination Library program among both eligible families and potential donors.

Proposals may include strategies for comprehensive planning, creative development (encompassing television, radio, print, digital, and mobile formats), marketing strategies, promotional activities, and implementation. The resulting contract may be designated for use as a statewide Contract.<sup>1</sup>

1. Contract Term and Renewal Options:

**1.1.** The initial Contract term, which begins on the effective date of the Contract, is one year and there are (10) one-year options to renew the Contract.

2. Solicitation Criterion:

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

- i.** Price
- ii.** Scope of Service
- iii.** Performance Activities

2.2 Scope and Description:

**i.** Mandatory Qualifications.

The Bid Response shall provide detailed information and any pertinent documentation as proof of the ability of the Bidder to meet or exceed the following mandatory qualifications:

- a.** Supplier must hold current 501c3 non-profit status from the Internal Revenue Service and provide services as a statewide entity.
- b.** Supplier must work with the birth through age 5 population as part of their existing services.
- c.** Supplier must have at least five (5) years' experience managing and providing oversight of both public and private funds.
- d.** Supplier will commit to an investment in the Imagination Library of Oklahoma program of at least Two Million (\$2,000,000) to be spent on program activities such as increasing number of children enrolled and reaching new individual and corporate donors within 3 years. Include the amount of funds and funding sources.

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<sup>1</sup> 74 O.S. 85.5(G)(3)

ii. **Scope of Service.**

The Supplier is to state in its response any experience it has with each requirement and how it plans to comply with all the requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

- a. Supplier is expected to enroll children in the Imagination Library program without regard for parent income levels and children may not be excluded from the program except due to exceeding age requirements set at the national program level (i.e., must be available for all children from birth to their fifth birthday.)
- b. Supplier is expected to submit monthly progress reports to OSDE to include, but not be limited to the following:
  - i. Invoice details with number of books mailed by county & total funds expended.
  - ii. Information related to new program affiliates, partners, and/or funders.
  - iii. Program events planned for upcoming month.
- c. Supplier is expected to submit an annual legislative report by June 1st of each year, to include but not be limited to the following:
  - i. Total funds expended for the year broken down by county & month.
  - ii. Total amount of books mailed for the year broken down by county & month.
  - iii. Percentage of eligible children enrolled at the state and county level.
  - iv. Projected growth of program for following year.
  - v. Description of outreach events and activities conducted during the year.
- d. Supplier is expected to hold virtual or in-person volunteer advisory board meetings on at least a quarterly basis to provide feedback and guidance as needed.
- e. Supplier is expected to hold virtual affiliate partner meetings on at least a quarterly basis.
- f. Supplier is expected to schedule an in-person affiliate meeting at least once per year.
- g. Supplier is expected to prepare and submit a budget proposal by June 1st of each year for Imagination Library matching

funds in preparation for the OSDE's education budget request to the legislature. The amount requested should be based on the prior year's actual amount expended for program matching funds and projected growth for the upcoming year.

- h.** Supplier is expected to administer funding to existing Imagination Library affiliates to expand service to new zip codes or to reach new children in existing service areas.
- i.** Supplier is expected to administer 50% funding match from state appropriations to The Dollywood Foundation.
- j.** Supplier is expected to complete the necessary paperwork with program partner The Dollywood Foundation to provide program coverage in areas of the state that do not have an active 501c3 program partner in operation.
- k.** Supplier is expected to hire at least one staff member to oversee day-to-day operations of the Imagination Library program.
- l.** Supplier is expected to meet in-person or virtually quarterly with OSDE staff to provide program updates.

**iii. Performance Activities**

The Supplier is to state in its response any experience it has with each requirement and how it plans to comply with all the requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

- a.** Supplier is expected to increase program enrollment levels to reach at least 65% of all age-eligible children across Oklahoma's 77 counties. Include the person responsible, how the data will be monitored, and a timeline that includes enrollment goals.
- b.** Supplier is expected to develop, coordinate, and promote an awareness campaign to inform the public of the opportunity to donate to Imagination Library in Oklahoma. Include the person responsible, various communication methods, how data will be tracked, method of determining effectiveness of communication methods and a projected timeline.
- c.** Supplier is expected to develop a plan to provide operations support to affiliate partners to advance and

strengthen affiliate programs to ensure ongoing enrollment growth. Include person responsible and various methods to support affiliates.

- d. Supplier is expected to develop, coordinate, and promote an awareness campaign to inform the public of the opportunity to register children to receive age-appropriate books monthly. Include the person responsible, various communication methods, how data will be tracked, method of determining effectiveness of communication methods and a projected timeline.
- e. Supplier is expected to manage the daily operations of Imagination Library of Oklahoma and provide oversight of the Imagination Library Revolving Fund. Include staff members and their responsibilities, a plan for communicating with various stakeholders (families, affiliates, legislators, OSDE, etc.), and a plan for monitoring funding.

### **2.3 Pricing**

Pricing shall be submitted as a single, firm, fixed total cost, accompanied by an itemized breakdown detailing all associated fees, additional costs, and any other relevant information pertaining to the total cost for the first two contract periods.

- 2.4 Value-added products and/or services within scope of the Acquisition may be included in the Bid.**
- 2.5 Executive Summary and Company Information are on Exhibit 01: Executive Summary and Company Information.**
- 2.6 Third-party vendor information is included in Exhibit 02: Third Party Supplier Information.**

# **Attachment A1 -**

## **STATE OF OKLAHOMA NON-NEGOTIABLE GENERAL TERMS**

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

### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
  
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
  
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
  
- 1.4** Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.
  
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness**

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

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

- 3.1** The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.
- 3.3** Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

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

#### **4 Pricing**

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

**4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

**4.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery

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

**4.5** Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and

replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

## **5 Invoices and Payments**

**5.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

The following terms additionally apply:

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

## **6 Oklahoma Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **7 Conflict of Interest**

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

interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

## **8 State Shall Not Indemnify**

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

## **9 Indemnification Coordination of Defense**

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

## **10 Termination for Funding Insufficiency**

**10.1** Notwithstanding anything to the contrary in any Contract document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

**10.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the

termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 10.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **11 Suspension of Supplier**

- 11.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 11.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 11.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

**12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

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

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

**13 Certification Regarding State Employees Prohibition From Fulfilling Services**

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

**14 Notices**

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

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

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

**If sent to the State:**

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

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

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

**15 Miscellaneous**

**15.1 Choice of Law and Venue**

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

**15.2 Employment Relationship**

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

**15.3 Failure to Enforce**

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

**15.4 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, no

representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

### **15.5 Severability**

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

### **15.6 Section Headings**

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

### **15.7 Sovereign Immunity**

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

### **15.8 Survival**

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

obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

### **15.9 Gratuities**

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

### **15.10 Import/Export Controls**

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

**Exhibit 1 to**  
**STATE OF OKLAHOMA CONTRACT WITH Oklahoma Partnership for School Readiness Foundation**  
**RESULTING FROM SOLICITATION NO. EV00000658**  
**Executive Summary and Company Information**

Offeror must provide complete and succinct responses to each item below. Insert your responses into this worksheet directly into the yellow boxes if your response does not fit into the boxes below a clearly labeled response (Example: 7.2.etc). will be considered. Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work. Responses to the below questions in this Attachment are mandatory and will be evaluated. Failure to respond to any question may result in your proposal being deemed nonresponsive.

Any bidder responses left blank to any of the below requirements will not proceed further in the evaluation phase.

Section Two: Executive Summary and Company Information	
Bidders Instructions	Record Responses Below
7.2	Bidder marketing information, general company information and other similar resources the Bidder wishes to provide
7.2.a	Provide the length of time the Bidder has been in business
7.2.b	Insert a brief description of the company
7.2.c	Indicate Company size and organization structure (an Organizational chart is recommended)
7.2.d	The number of years the Bidder has been providing products and/or services of the type requested, (must be at least 5 years)
7.2.e	Describe the core competency of the company

Exhibit 2 to  
**STATE OF OKLAHOMA CONTRACT WITH Oklahoma Partnership for School Readiness Foundation**  
**RESULTING FROM SOLICITATION NO. EY00000658**

**Third Party Vendor Information**

Instructions - If a third-party vendor or subcontractor is included as part of a submitted Bid, the following information is required

Third-party vendor or subcontractor name:	3rd Party Company Summary	Relationship to Bidder	Clients for which the two entities have worked together	Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution
Name:				
Name:				
Name:				
Name:				
Name:				

## ATTACHMENT B

### STATE OF OKLAHOMA NEGOTIABLE GENERAL TERMS

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

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

#### **1 Contract Order of Priority**

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

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

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

## 2 Definitions

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

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

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

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

### **3 Additional Pricing**

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

## 4 Ordering, Inspection, and Acceptance

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

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

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

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

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

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

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

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

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

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

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

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

## **6 Compliance with Applicable Laws**

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

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

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

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

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

## **7 Audits and Records Clause**

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

## **8 Confidentiality**

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

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

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

## **9 Assignment and Permitted Subcontractors**

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

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

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

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

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

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

## **11 Patents and Copyrights**

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

## **12 Indemnification**

### **12.1 Acts or Omissions**

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

## **12.2 Infringement**

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

## **12.3 Notice and Cooperation**

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

#### **12.4 Limitation of Liability**

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

### **13 Termination for Cause**

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

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

## **14 Termination for Convenience**

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

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

## **15 Suspension of Supplier**

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

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

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

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

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

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

## **17 Force Majeure**

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

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

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

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

## **18 Security of Property and Personnel**

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

## **19 Miscellaneous**

### **19.1 Transition Services**

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

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

## **19.2 Publicity**

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

## **19.3 Mutual Responsibilities**

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

## **19.4 Entire Agreement**

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

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

**ATTACHMENT C**  
**AGENCY TERMS**  
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## **ATTACHMENT D**

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**Attachment E1 to  
STATE OF OKLAHOMA CONTRACT WITH  
Oklahoma Partnership for School Readiness Foundation  
RESULTING FROM SOLICITATION NO. EV00000658  
Pricing Sheet**

**Budget Narrative and Justification**

*Dolly Parton Imagination Library - Oklahoma Statewide Administration*

**Administered by the Oklahoma Partnership for School Readiness (OPSR) on behalf of the Oklahoma State Department of Education (OSDE). Pricing is a firm, fixed total cost.**

**Annual Budget: \$2,000,000 for a total of \$4,000,000 over two contract periods.**

<b>Category</b>	<b>Estimated Amount</b>	<b>Description</b>
<b>Personnel</b>		
Personnel - Project Manager (1.0 FTE)	\$ 75,000.00	A full-time project manager will lead the day-to-day operations of the Imagination Library initiative in Oklahoma. This position is responsible for affiliate engagement, compliance, reporting, data coordination, and statewide outreach coordination.
Personnel - Director of Communications (0.3 FTE)	\$ 30,000.00	This role supports strategic communications, public awareness campaigns, branding, and stakeholder messaging. Responsibilities include developing content, managing digital outreach, and coordinating media for the program.
Personnel - Finance Manager (0.25 FTE)	\$ 22,500.00	Responsible for tracking state and philanthropic funds, issuing affiliate reimbursements, managing financial documentation, and supporting audit readiness.
Personnel - Early Childhood Systems Director (0.1 FTE)	\$ 12,000.00	Provides leadership oversight, systems alignment, evaluation, and strategic coordination across state partners. This role ensures the program is integrated with other early childhood initiatives.

Fringe Benefits (estimated 25% of salaries)	\$ 34,875.00	Fringe benefits are calculated at approximately 25% of personnel costs and cover health insurance, payroll taxes, and retirement contributions.
<b>Total: Personnel</b>	<b>\$ 174,375.00</b>	
<b>Operations and Outreach</b>		
Community Outreach & Promotional Materials	\$ 75,000.00	Funding supports printed materials, fundraising initiatives and strategic outreach to increase community engagement statewide.
Public Engagement	\$ 250,000.00	Funding supports public awareness campaigns, digital promotions and strategic outreach to increase child enrollment statewide.
National Literacy Conference (2 people)	\$ 6,000.00	Funding for 2 FTE to attend national literacy conference
Mileage & Local Travel	\$ 10,000.00	Covers travel expenses for staff conducting site visits, affiliate meetings, outreach events, and stakeholder engagement activities throughout Oklahoma.
Imagination Library Revolving Fund fees	\$ 3,000.00	Fees for Imagination Library Revolving Fund
Local Affiliate Support (grants for expansion & enrollment)	\$ 1,300,000.00	Direct funding to support existing and new affiliates for book sponsorships, outreach expansion, and targeted zip code growth. This line item ensures every county in Oklahoma can access the program.
<b>Total: Operations and Outreach</b>	<b>\$ 1,644,000.00</b>	
10% Management Fee	\$ 181,625.00	
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 2,000,000.00</b>	

# ATTACHMENT G

## FEDERAL FUNDING TERMS

This State of Oklahoma Federal Funding Terms is a Contract Document in connection with a Contract awarded by and through the State of Oklahoma, Office of Management and Enterprise Services, with a vendor, supplier, or contractor (“Supplier”). Supplier acknowledges that acquisitions under this Contract may use federal assistance for purposes of funding the acquisition. When procuring property and services using Federal financial assistance, the State must follow the same policies it uses for procurements from its non-Federal funds along with all other requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the State and Supplier (“Parties”) must agree to the standards identified in Federal Regulations 2 CFR Sections 200.321 through 200.323 and ensure purchase orders, contracts, or subcontracts include clauses required by 2 CFR Section 200.327.

***The terms and conditions provided in this Attachment are general Federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the Federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the Federal financial assistance attached to this Contract.***

In addition to the terms contained in applicable Contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

### **1 AFFIRMATIVE STEPS FOR CONTRACTING.**

- 1.1** Parties acknowledge that any non-Federal entity included in this Contract must take affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. Sections 85.45 through 85.45i., those affirmative steps must include:
- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (e.) of this section.

**2 INFORMATION SUBMITTED.**

Supplier acknowledges that all information, reports, and other documents and data submitted to the State and its representatives in connection with this Contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.

**3 COMPETITIVE BIDDING.**

All funds received by the Supplier herein are subject to the State Purchasing Act and the procurement standards found in 2 CFR Sections 200.321 through 200.323, and 2 CFR Section 200.327. The Supplier acknowledges and agrees that these funds were to the best of Supplier's knowledge competitively bid or covered by an exemption as described therein.

**4 AUDITING AND MONITORING REQUIREMENTS.**

Supplier acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR Sections 200.500 through 2 CFR § 200.520; and therefore, the State is subject to audit by Federal and State entities.

**4.1** The Supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Contract.

**4.2** If applicable, the Supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

**4.3** No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

**4.4** The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **5 BUYING PREFERENCES.**

**5.1 Domestic Preferences, 2 CFR Section 200.322.** Supplier should, to the greatest extent practicable under the scope of this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber; and
- c. Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.

**5.2 Buy America Preference, 2 CFR Part 184.** Applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. Must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

## **6 STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.**

**6.1 Executive Order 11246, “Equal Employment Opportunity,”** as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work, or modification thereof, which is paid for in whole or in part with funds obtained from the Federal Government, unless otherwise exempted.

**Construction Contracts 41 CFR Section 60-1.4(b).** During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**6.2 Title VI of the Civil Rights Act of 1964** (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving Federal financial assistance.

**6.3 Fair Housing Act, Title VIII of the Civil Rights Act of 1968** (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

- 6.4 Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 6.5 Age Discrimination Act of 1975**, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 6.6 Title II of the Americans with Disabilities Act of 1990**, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 6.7 Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Parties may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:
- a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Treasury employee responsible for contract or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; or
  - g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

**7 CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.**

In addition to State procurement regulations, the following Federal regulations apply.

- 7.1 Contracts and Purchases in Excess of \$2,000.** The following applies to contractors and subcontractors performing on Federal funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that Supplier must comply with two sets of regulations:

- a. **The Davis–Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148)** as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). When applicable, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
- b. **Copeland “Anti–Kickback” Act (40 U.S.C. § 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

## **7.2 Contracts and Purchases in Excess of \$10,000.**

- a. **Recovered Materials.** Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **7.3 Contracts and Subcontracts for \$25,000 and Above**

- a. **Suspension and Debarment.** Restricts awards, subawards, contracts, and subcontracts with Suppliers that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. This Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Supplier is required to verify that none of Supplier’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The Supplier must comply with 2 CFR part 180,

subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the Supplier did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **7.4 Contracts and Purchases \$100,000 and Above**

- a. **The Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708.** Applies to all contracts and subcontracts of more than \$100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the Act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. *These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*
- b. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This Supplier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.  
*\* Contractors must sign the attached certification.*

#### **7.5 Contracts and Purchases \$150,000 and Above**

- a. **Clean Air Act (42 U.S.C. §§ 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these Acts. Supplier agrees to report each violation to the State entity that is party to this Contract and understands and agrees that the State entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency.

## 7.6 **Contracts and Purchases \$250,000 and Above**

- a. **Remedies.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

## 8 **OTHER APPLICABLE LAWS**

- 8.1 **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 8.2 **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 8.3 **Publications.** Any publications produced with funds from a Federal award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
- 8.4 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

The term *funding agreement* means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**8.5 Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment.**

- a. Parties agree that no Federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

As described in Public Law 115–232, section 889, *Covered telecommunications equipment* is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- b. This prohibition does not prevent parties to this Contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with Federal funds.
- c. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**8.6 Termination for Cause and Convenience – Provisions under Contract Attachment B apply.**

*This form is required for purchases of \$100,000 and above*

**CERTIFICATION REGARDING LOBBYING  
Required by 31 CFR Part 21**

The undersigned certifies, to the best of their knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.

  
Carrie Williams (Apr 30, 2025 10:40 CDT)

**Signature of Supplier's Authorized Official**

Carrie Williams

Apr 30, 2025

Name

Date

Carrie Willaims

Title

**Exhibit 1 to  
STATE OF OKLAHOMA CONTRACT WITH  
Oklahoma Partnership for School Readiness Foundation  
RESULTING FROM SOLICITATION NO. EV00000658  
Response for Executive Summary and Company Info**

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly into the yellow boxes** if your response does not fit into the boxes below a clearly labeled response (Example: 7.2.etc), will be considered. Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work. Responses to the below questions in this Attachment are mandatory and will be evaluated. Failure to respond to any question may result in your proposal being deemed nonresponsive.

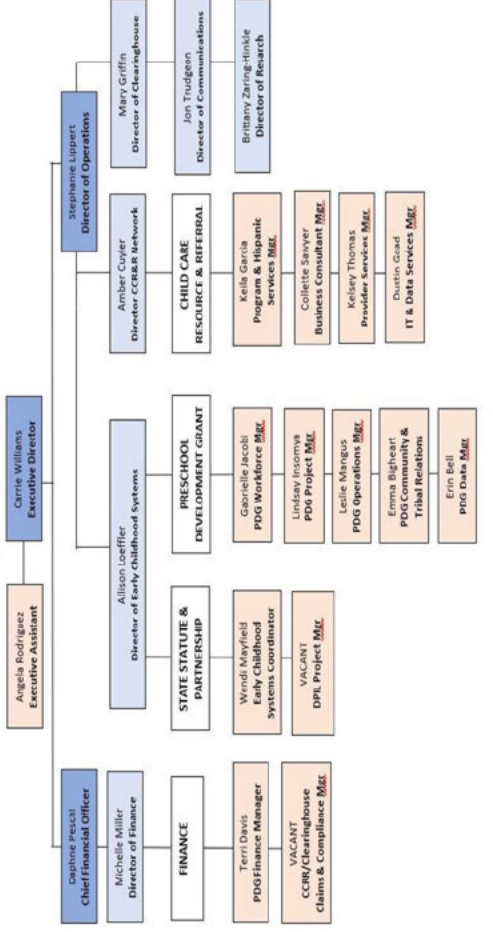
**Any bidder responses left blank to any of the below requirements will not proceed further in the evaluation phase.**

**Section Two: Executive Summary and Company Information**

**Record Responses Below**

Bidders Instructions	
7.2	<p><b>Bidder marketing information, general company information and other similar resources the Bidder wishes to provide</b></p> <p>The Oklahoma Partnership for School Readiness (OPSR) is pleased to submit this proposal in response to the request for proposals to administer the Dolly Parton's Imagination Library on behalf of the Oklahoma State Department of Education. OPSR is a trusted leader in advancing early childhood education initiatives across Oklahoma, with a mission to ensure that all children arrive at school safe, healthy, eager to learn, and ready to succeed. Through strategic partnerships, evidence-based practices, and comprehensive community engagement, OPSR works to strengthen early learning systems and improve outcomes for young children and their families.</p>
7.2.a	<p><b>Provide the length of time the Bidder has been in business</b></p> <p>OPSR was established in 2003 through state legislation and has since been at the forefront of early childhood system development in Oklahoma for over 20 years. The work of OPSR is supported by the Oklahoma Partnership for School Readiness Foundation, which is authorized to solicit both public and private funding to advance school readiness initiatives in Oklahoma. In 2007, OPSR was designated as the State Early Childhood Advisory Committee pursuant to the Head Start Act and has been reauthorized by the Oklahoma Legislature each time it has approached sunset and is currently authorized to serve in this capacity through September of 2029.</p>
7.2.b	<p><b>Insert a brief description of the company</b></p> <p>The Oklahoma Partnership for School Readiness is a public-private partnership comprised of a public board and a foundation dedicated to coordinating public and private efforts to improve early childhood education and school readiness across the state. The organization serves as a bridge between policymakers, educators, community leaders, and families to enhance early learning opportunities for Oklahoma's youngest residents.</p> <p>Each year the OPSR Board prioritizes several focus areas to improve the lives of young children and their families, such as the following: engage policymakers and the community with the intent to gain support for school readiness; convene and support partnerships within the board, throughout communities and statewide; incubate innovative, research-based solutions to encourage early language, interaction and brain development; and ensure continuous improvement and accountability of Oklahoma's programs that touch families with young children.</p> <p>OPSR submits an annual report to the Governor and the Legislature no later than November 1 of each year. The report includes the following information: a. preparedness level of children entering kindergarten, b. status and results of the effort of the Board to engage the public regarding the care and education of children under the age of five (5) years and of the efforts of the Board to develop and promote private sector programs and voluntary parental involvement, c. detailed summary of community initiatives and programs funded in whole, or in part, by the Board, d. availability and cost of quality child care for children under five (5) years of age needing care outside their home, e. number, location, and status of quality prekindergarten programs in the state, and f. percentage of third-grade students reading at or above grade level.</p>
7.2.c	<p><b>Indicate Company size and organization structure (an Organizational chart is recommended)</b></p> <p>OPSR operates as a collaborative entity with a dedicated team of professionals, including policy experts, early childhood specialists, data analysts, and program coordinators. The organization is governed by a dual agreement between the Oklahoma Partnership for School Readiness which sets policy and evaluation goals and the Oklahoma Partnership for School Readiness Foundation, which solicits public and private funding to support the vision cast by the OPSR Partnership Board. Governance structures include representatives from various sectors including agency directors and industry experts in the fields of early education, health, child care, private philanthropy and business. OPSR's annual operating budget for Fiscal Year 2025 is \$32,438,713, and the organization currently employs 21 full time employees. Organizational chart is attached.</p>

Oklahoma Partnership for School Readiness Foundation  
Organizational Chart, March 2025



For over two decades, OPSR Foundation has been at the forefront of providing technical assistance, professional development, policy guidance, and research-driven solutions to strengthen early childhood programs. OPSR Foundation has successfully implemented numerous initiatives that align with state and national best practices in early childhood education.

In addition to its statutory responsibilities, OPSR successfully administers three programs on behalf of the Oklahoma Department of Human Services (OKDHS): The Oklahoma Clearinghouse for Early Childhood Success; the Child Care Resource and Referral Program; and the Preschool Development B-5 Grant.

The Oklahoma Clearinghouse for Early Childhood Success promotes well-being for Oklahoma children and their families by building an evolving definition of quality, fast-tracking innovation, implementing research-informed practice and practice-informed research to support and improve early childhood systems and maximizing public/private partnerships. Since its inception, OPSR has hosted 8 submission windows for projects to be evaluated and has successfully implemented 14 projects with investments totaling more than \$9 million across the state of Oklahoma. OPSR successfully raised matching funds to support implementation, as projects are implemented with public and private funding.

The Child Care Resource and Referral Program serves as a resource hub for families, child care professionals and communities. OPSR administers this program on behalf of the Oklahoma Department of Human Services, and its primary goal is to increase access to high-quality, affordable child care by providing many different services depending on where an individual lives. Through eight regional contracts, CCRR offers support to Oklahoma parents, providers and communities. This program serves 181,059 children in Oklahoma whose parents work and need some kind of care and provides training, mentoring and support to 3,108 licensed child care facilities in Oklahoma.

In 2022, OPSR Foundation successfully applied for and received the Administration for Children and Families' Preschool Development B-5 Grant. This three-year, \$36 million federal investment by the Administration for Children and Families is administered collaboratively by the Oklahoma Department and Human Services and OPSR with OPSR leading implementation for the state. Through this program, OPSR conducted a thorough needs assessment for Oklahoma along with a strategic plan to prioritize investments in Oklahoma's children, ages birth through five. Further, OPSR supports workforce initiatives, family engagement in the B-5 system, quality enhancement and subgrants to communities.

This grant provides matching funding for communities implementing Dolly Parton's Imagination Library. OPSR Foundation has worked collaboratively with OSDE to support expansion of the program into communities. OPSR has representation on the DPII State Advisory Board and the Oklahoma County DPII advisory board.

The number of years the Bidder has been providing products and/or services of the type requested, (must be at least 5 years)

7.2.d

7.2.e	Describe the core competency of the company	<p>OPSR specializes in fostering collaborative early childhood initiatives through research, advocacy, and program development. The organization excels in early learning system alignment, workforce development, quality improvement in child care and early education programs, and data-driven decision-making to inform state policy and practice. OPSR is uniquely positioned to support innovative solutions that enhance early learning environments and improve outcomes for young children.</p> <p>OPSR focuses on ensuring that all Oklahoma children arrive at school prepared for success. Its core competency lies in coordinating and aligning early childhood systems by fostering partnerships between state agencies, nonprofits, businesses, and local communities.</p> <p>Key areas of expertise include:</p> <ul style="list-style-type: none"> <li>Policy Development &amp; Advocacy: Advising on early childhood policies and legislation.</li> <li>Data &amp; Research: Collecting and analyzing early childhood data to inform decision-making.</li> <li>Systems Building: Coordinating efforts across education, health, and family support sectors.</li> <li>Community Engagement: Supporting local initiatives to improve early learning environments.</li> <li>Quality Improvement: Enhancing early childhood services through technical assistance and training.</li> </ul>
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**Exhibit 2 to  
STATE OF OKLAHOMA CONTRACT WITH  
Oklahoma Partnership for School Readiness Foundation  
RESULTING FROM SOLICITATION NO. EV00000658  
Response for Third Party Vendor Information**

Instructions -If a third-party vendor or subcontractor is included as part of a submitted Bid, the following information is required

Third-party vendor or subcontractor name:	3rd Party Company Summary	Relationship to Bidder	Clients for which the two entities have worked together	Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution
<p><b>Name: Dollywood Foundation</b></p>	<p>The Dollywood Foundation, founded in 1988 by country music legend Dolly Parton, is a nonprofit organization dedicated to promoting education and literacy, particularly for children. Its flagship program, the Imagination Library, provides free books to children from birth to age five, helping to foster a love of reading and early literacy skills. The foundation also supports higher education scholarships, disaster relief efforts, and initiatives aimed at strengthening local communities, particularly in Parton's home region of East Tennessee. Through these efforts, the Dollywood Foundation has had a far-reaching impact, improving educational outcomes and supporting families in need across the U.S. and internationally.</p>	<p>Contractor</p>	<p>Oklahoma State Department of Education, 33 county affiliate partners for DPII, including: Lawton Public School Foundation, Anadarko Community Engagement/Communities Foundation of Oklahoma, United Way of Payne County, United Way of Greater Fort Smith Area, Stroud Public Library/Library Society Trust, Friends of the Miami Public Library, Stillwell Youth League DBA Adair County Imagination Library, Checotah Foundation for Academic Excellence, Inc., Woodward Public Library/Northwest Oklahoma Literacy Council, Duncan Public Schools Foundation/Stephens County Imagination Library Foundation, Wesley United Methodist Church, El Reno - El Reno Public Library, Madill Rotary Foundation, Grove Rotary Foundation, Bartlesville Public School Foundation, City of Enid, Friends of Wilburton Library Association, United Way of Eastern Frontier Country, United Way of North Central Oklahoma, Shortgrass Arts &amp; Humanities Council, Friends of the Library of McAlester, Idabel Rotary Foundation, Dolly Parton's Imagination Library-OK West/Harley's House, Broken Arrow Neighbors, Friends of the Kingfisher County Library, LIFT Community Action Agency, Inc., Friends of the Chickasha Public Library, City of Ada, Stratford Friends of the Library Foundation, Anna C. Vierheller Education Foundation, Pioneer Library System, Friends of the Metropolitan Library System, Tulsa City-County Library, Lake Area United Way</p>	<p>Books to county affiliates</p>
		<p>Contractor, obtained through formal RFP process</p>	<p>Candor has supported marketing of all projects supported through OPSR's Preschool Development B-5 Grant,</p>	<p>Family Engagement, Marketing, Material Support for recruitment of participants in the program, creation of materials to be used for fundraising purposes related to</p>

Name: Candor Public Relations			Including Dolly Parton's Imagination Library, the Before the Bell campaign, and Telehealth and Teletherapy programs	matching funds.
Name: Jill Geiger Consulting	Consultant		PDG projects	Support for compliance with state requirements
Name: TBD		Local Affiliates to be identified through existing partnerships for DPII and recruitment of affiliates for counties lacking coverage		
Name:				

**Exhibit 3 –  
Response to Specifications and Requirements**

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

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (10) one-year options to renew the Contract.

**2. Solicitation Criterion:**

The Bid includes the following:

- Price
- Scope of Service
- Performance Activities

**2.2 Scope and Description:**

**I. Mandatory Bidder Qualifications**

**i. Mandatory Qualifications.**

**a. 501(c)(3) Non-Profit Status and Statewide Services**

The Oklahoma Partnership for School Readiness Foundation {OPSRF} is a recognized 501(c)(3) nonprofit organization in good standing with the Internal Revenue Service, EIN 30-0213815. OPSRF operates as a statewide entity with a mission to support children and families across all 77 Oklahoma counties through coordination, partnerships, and policy development in early childhood.

**b. Services for Birth Through Age Five Population**

OPSRF's core mission is to advance school readiness for Oklahoma's youngest children. All of OPSRF's initiatives, partnerships, and funding allocations are designed to directly support the birth through age five population. Current programs include coordination of the state's early childhood advisory council, administration of the Oklahoma Clearinghouse for Early Childhood Success, administration of the Child Care Resource and Referral Network, the Preschool Development B-5 Grant, and cross-sector initiatives to strengthen early learning and health systems for young children.

**c. Experience with Public and Private Funds**

OPSRF has over 20 years of experience managing public and private funds, including state appropriations, federal grants (e.g., Preschool Development Grant), philanthropic contributions and private sponsorships. OPSRF adheres to stringent financial reporting and auditing practices and has a demonstrated history of successfully managing complex, multi-stream funding portfolios.

**d. Commitment to Investment in the Imagination Library of Oklahoma**

OPSRF commits to an investment of **at least \$2,000,000** over three years in the Imagination Library of Oklahoma program. This investment will be dedicated to increasing enrollment, expanding service areas, and cultivating new individual and corporate donors. Planned funding sources include:

- Administration for Children and Families, Preschool Development B-5 Grant (\$780,000 in 2025)
- Private philanthropy (matching funds for Preschool Development B-5 Grant (\$220,000 dedicated to DPIL in Oklahoma and Tulsa Counties from Inasmuch Foundation and George Kaiser Family Foundation)
- Individual and corporate donors (\$350,000 cultivated through partnerships in local communities)
- OPSRF general operating and unrestricted funds (\$50,000 dedicated each year from OPSR Systems support, \$150,000 total)
- In-kind and partner contributions from local affiliates (\$500,000 tracking and support for local affiliates in fundraising efforts)

**ii. Scope of Service**

**a. Enrollment Without Income Restriction**

OPSRF affirms that it will enroll all children from birth through their fifth birthday into the Imagination Library program regardless of income, consistent with national guidelines.

**b. Monthly Progress Reporting to OSDE**

OPSRF has robust data collection and reporting systems. OPSRF has experience reporting on DPIL to the Administration for Children and Families and OSDE. OPSRF will submit monthly reports to OSDE, including:

- Number of books mailed by county
- Total funds expended
- List of new affiliates, partners, and/or funders
- Calendar of upcoming program events

**c. Annual Legislative Report**

The Oklahoma Partnership for School Readiness Foundation submits annually to the Governor, the Legislature, and the State Early Childhood Advisory Council (OPSR Partnership Board) a report that highlights public and private investments in early

childhood programs and services by November 1<sup>st</sup> of each year. An example of OPSRF's 2024 Annual Report can be found [here](#). OPSRF will include DPIL information in its report. Additionally, OPSRF will submit a report to the legislature by June 1<sup>st</sup> of each year outlining the following information related to the Dolly Parton Imagination Library:

- Monthly and county-level breakdown offunds expended
- Monthly and county-level number of books mailed
- Enrollment percentages of eligible children at the state and county levels
- Growth projections for the following year
- Descriptions of outreach activities and events

**d. Volunteer Advisory Board Meetings**

OPSRF will convene quarterly virtual or in-person advisory board meetings to gather strategic feedback and ensure community alignment. OPSRF's executive director is an active member of the DPIL state advisory board, and OPSRF's early childhood systems coordinator is an active member of the DPIL advisory board for Oklahoma county. Meetings will be hosted at OPSRF with virtual attendance as an option.

**e. Affiliate Partner Meetings**

OPSRF will host quarterly virtual meetings and at least one in-person annual meeting with affiliate partners for knowledge-sharing, feedback, and coordination. OPSRF has extensive experience hosting convenings. Examples of past, successful convenings include Oklahoma's Early Childhood Research Symposium, Oklahoma Child Care Resource and Referral Association annual meeting, and the Thrive Network Annual Summit. OPSRF has existing vendor relationships and follows procurement policies in order to maximize investments in convenings and will use the annual convening as a fund development opportunity for corporate and philanthropic sponsorships.

**f. Annual In-person Affiliate Meeting**

OPSRF will visit each affiliate at least one time, in-person, each year. OPSRF has a policy of visiting each partner at least one time each year in person and conducts monitoring and technical assistance visits on a regular cadence as a part of federal monitoring requirements of the federal Preschool Development B-5 grant. OPSRF staff also meets each subcontractor on its Child Care Resource and Referral Program for monitoring and to provide technical assistance. This is also a consistent practice with all projects implemented through the Oklahoma Clearinghouse for Early Childhood Success.

**g. Budget Proposal for Matching Funds**

OPSRF will prepare and submit a budget proposal by June 1st of each year, based on prior year spending and growth projections, to support the OSDE's education budget request to the Oklahoma legislature. OPSRF has experience preparing and submitting budgets for the Preschool Development B-5 Grant, Child Care Resource and Referral Program, Oklahoma Clearinghouse for Early Childhood Success, and the Early Childhood Systems Program. Both the Preschool Development B-5 Grant and the Oklahoma Clearinghouse for Early Childhood Success require matching funds, and OPSRF has successfully budgeted for and executed both grants.

**h. Administration of Affiliate Funding**

OPSRF will distribute funds to current Imagination Library affiliates to support expansion into new ZIP codes and increase enrollment in existing areas. OPSRF works closely with the Oklahoma State Department of Education and local affiliates to support expansion of the DPIL.

**i. 50% Matching Funds Administration**

OPSRF will administer the 50% matching funds from state appropriations to The Dollywood Foundation in accordance with program requirements. OPSRF is currently contracting with 32 local affiliates to provide matching funds for the program.

**j. Coverage for Non-Affiliated Areas**

OPSRF will complete all necessary documentation with The Dollywood Foundation to provide coverage in areas of the state lacking an active 501(c)(3) affiliate. OPSRF has an existing relationship with The Dollywood Foundation which will ensure seamless delivery of services if awarded this contract.

**k. Staffing Commitment**

OPSRF will hire at least one full-time staff member dedicated to overseeing the day-to-day operations of the Imagination Library of Oklahoma program. OPSRF has one full-time staff member who has the capacity to shift into this role, and our intention would be to move quickly to make that shift.

**l. OSDE Coordination Meetings**

OPSRF will participate in quarterly meetings with OSDE staff-virtually or in person-to review progress and provide program updates.

OPSRF affirms its full understanding of the responsibilities outlined in this scope of service and is committed to meeting all requirements as a statewide administrator of the Imagination Library of Oklahoma program.



### iii. Performance Activities

The Supplier is to state in its response any experience it has with each requirement and how it plans to comply with all the requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

**a. Supplier is expected to increase program enrollment levels to reach at least 65% of all age-eligible children across Oklahoma's 77 counties. Include the person responsible, how the data will be monitored, and a timeline that includes enrollment goals.**

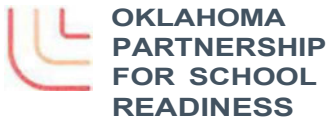
The Oklahoma Partnership for School Readiness Foundation (OPSRF) has extensive experience serving all 77 counties in Oklahoma through its statewide initiatives focused on early childhood development and school readiness. By leveraging partnerships with community-based organizations, local affiliates, and state agencies, OPSRF has successfully implemented programs that reach urban, suburban, and rural areas alike.

Through the Child Care Resource and Referral Program, which OPSRF administers, services are provided to more than 3,000 licensed child care programs each year. Through contracts with regional partners, OPSRF is able to deliver technical assistance, training and support to programs statewide. It also connects families to quality, licensed child care through this work in all 77 counties. OPSRF's administration of the PDG 8-5 Grant also results in services and programming being delivered in all 77 counties. Through the Oklahoma Clearinghouse for Early Childhood Success, OPSRF also has statewide reach. OPSRF will leverage its existing infrastructure to support expansion of the DPIL program. OPSRF's deep understanding of the unique needs and assets of each county allows for tailored support and strategic outreach that advances early literacy and strengthens local capacity to prepare children for lifelong learning.

OPSRF commits to achieving a 65% enrollment rate among age-eligible children in all 77 Oklahoma counties by July 1, 2028. To reach this milestone, OPSRF will implement a data-informed enrollment strategy supported by dedicated project staff, local affiliate partnerships, a focused public awareness campaign, and strategic fundraising efforts.

#### Responsible Personnel:

- Imagination Library Project Manager
- OPSRF Director of Communications
- OPSRF Director of Early Childhood Systems
- Finance Manager



### Monitoring & Data Use:

The Imagination Library Project Manager will oversee technical assistance, affiliate onboarding, monthly enrollment tracking, data dashboard development, and reporting. County-level dashboards will identify progress and gaps, helping OPSRF refine outreach strategies, enhance technical assistance, and identify high-need areas.

### Enrollment Timeline & Goals:

- December 31, 2025: 40% enrollment
- July 1, 2026: 43% enrollment
- December 31, 2026: 56% enrollment
- July 1, 2027: 59% enrollment
- December 31, 2027: 62% enrollment
- July 1, 2028: 65% enrollment

Efforts will focus on under-enrolled counties through targeted marketing, affiliate expansion, and community engagement events, with a final campaign push to meet or exceed the enrollment goal by mid-2028.

**b. Supplier is expected to develop, coordinate, and promote an awareness campaign to inform the public of the opportunity to donate to Imagination Library in Oklahoma. Include the person responsible, various communication methods, how data will be tracked, method of determining effectiveness of communication methods and a projected timeline.**

To ensure sustainability and continued growth of Oklahoma's Imagination Library, OPSRF will launch a statewide awareness campaign that includes a donation and fundraising element to the program. This campaign will emphasize impact storytelling, community voice, and accessible donation opportunities. OPSRF will leverage its existing [Before the Bell](#) campaign infrastructure and public relations assets to maximize reach and donor engagement. OPSRF has demonstrated a strong commitment to fundraising efforts for the Dolly Parton Imagination Library, obligating \$780,000 in funding from its Preschool Development B-5 Grant in 2024 as matching contributions for local affiliates and the same amount in 2025.

### Responsible Personnel:

- Imagination Library Project Manager
- OPSRF Director of Communications
- Local affiliate representatives

### Communication Channels:



- Digital Media: Social campaigns featuring stories and donation prompts
- Website: A centralized giving portal with testimonials and county-specific donation options
- Email Campaigns: Outreach to families, educators, donors, and community partners
- Traditional Media: Radio and TV PSAs
- Print Materials: Flyers, posters, and handouts
- Community Events: On-site donation opportunities and outreach at local events

#### Data Tracking & Effectiveness:

- Website Analytics: Track visits, conversions, and time-on-site
- Social Media Metrics: Monitor reach, engagement, and click-through rates
- Donor Data: Capture donor totals, repeat giving, and geographic trends
- Event Metrics: Record attendance and donations collected

#### Evaluation Methods:

- Channel comparison to determine effectiveness
- Regional trend analysis
- A/B testing of digital messaging and design elements
- Affiliate and community partner surveys and feedback

#### Timeline:

- By August 2025: Campaign development and coordination
- September 2025: Campaign launch
- Throughout 2026 and On-going: Continued promotion with data-driven refinements

**c. Supplier is expected to develop a plan to provide operations support to affiliate partners to advance and strengthen affiliate programs to ensure ongoing enrollment growth. Include person responsible and various methods to support affiliates.**

To strengthen affiliate programs and drive enrollment growth, OPSRF will implement a robust operations support strategy focused on affiliate capacity-building, technical assistance, and resource sharing.

#### Responsible Personnel:

- Imagination Library Project Manager
- OPSRF Director of Communications



- OPSRF Director of Early Childhood Systems
- OPSRF Finance Team

#### Affiliate Support Methods:

- Technical assistance and onboarding
- Training and capacity-building sessions
- Data and evaluation support
- Marketing toolkits and outreach templates
- Fundraising and budget planning support
- Customized community action plans
- Peer learning and networking opportunities

OPSRF will promote shared learning, local innovation, and provide practical tools that will lead to statewide implementation.

**d. Supplier is expected to develop, coordinate, and promote an awareness campaign to inform the public of the opportunity to register children to receive age- appropriate books monthly. Include the person responsible, various communication methods, how data will be tracked, method of determining effectiveness of communication methods and a projected timeline.**

OPSRF will build on its successful *Before the Bell* campaign to continue developing, coordinating, and promoting statewide awareness of the Dolly Parton Imagination Library (DPIL). This effort will ensure families across Oklahoma are informed and empowered to register their children to receive free, high-quality, age-appropriate books monthly from birth to age five. In March of 2024, OPSRF executed a memorandum of understanding with the Oklahoma State Department of Education to provide funding for existing local affiliates, recruitment of new affiliates in unserved counties, and recruitment of families to participate in the program. OPSRF's involvement in the Dolly Parton Imagination Library has resulted in a 30% increase in participation in just under one year's time.

#### **Campaign Lead**

OPSRF's Director of Communications will oversee the campaign, working in close collaboration with community partners, local DPIL affiliates, state agencies, and early childhood stakeholders. This individual will be responsible for campaign planning, implementation, partner engagement, and reporting.

#### **Building on Past Success**

Since its launch, *Before the Bell* has served as OPSR's signature early literacy campaign,

successfully promoting DPIL through community outreach, digital storytelling, and localized engagement. The campaign has helped increase enrollment, particularly in rural and underserved areas, by aligning messaging with school readiness and early brain development. An example of OPSRF's promotion of statewide awareness of the Dolly Parton Imagination Library from January, 2025 is attached below:


## OPSR - PDG | January Summary

### HIGHLIGHTS

Generated more than 65.7 million impressions and over 191,000 website visitors since March 2024.

Increased ad spend allocation to DPIL ads mid-month, resulting in an 11% increase in engagement.

### RESULTS



Oklahoma Partnership for School Readiness

Howdy, folks! We're giving you the chance to start your own FREE library from Dolly Parton's Imagination Library.

**WANTED**

**Book lovers under 5 to start their own FREE library**

Sign up

hillandknowlton.com



Early Literacy 101: Free Ways to Build Early Literacy Skills with Your Child



The first few years of your child's life are the best time for growth and learning. Use these free resources to develop and strengthen your child's early literacy skills through sight, sound, and interaction.

By taking small steps each day, you can make early literacy and other meaningful moments with your child.

### Responsible Personnel:

- Imagination Library Project Manager
- OPSRF Director of Communications
- Local affiliates and partners

### Communication Methods:

The expanded campaign will use a layered outreach strategy to reach families, partners, and community champions:

- **Digital Media:** Paid and organic campaigns on Facebook, Instagram, and X, targeted by region and demographics; email marketing; website landing pages with built-in tracking; and storytelling via blogs and video.
- **Traditional Media:** Press releases, radio and TV PSAs, newspaper articles, and printed flyers/postcards distributed in high-traffic areas (clinics, libraries, child care programs).
- **Community Engagement:** Representation at local events, distribution of materials at WICclinics, child care centers, and faith-based organizations; collaboration with trusted community messengers such as home visitors and pediatricians.
- **Partner Amplification:** Updated *Before the Bell* partner toolkit including DPIL-specific messaging, print-ready materials, sample social media posts, and presentation templates to ensure consistency across communities.

#### Data Tracking & Evaluation:

- Website and registration analytics
- Reports from community and referral partners
- Event attendance and registration counts
- Social media performance metrics

#### Effectiveness Monitoring:

- Quarterly enrollment analysis
- Registrant surveys
- Comparative analysis of outreach channels
- A/B testing of parent-focused content

#### Timeline:

- December 2025: Messaging and partner development
- January 2026: Statewide launch
- July 2026: Mid-year analysis and campaign refresh
- October 2026 and ongoing: Continued promotion and evaluation

Through this campaign, OPSRF will ensure that families are aware of Imagination Library from the earliest stages, fostering literacy from birth. OPSRF will leverage its existing [\*Before the Bell\*](#) campaign infrastructure and public relations assets to maximize awareness and engagement.

**e. Supplier is expected to manage the daily operations of Imagination Library of Oklahoma and provide oversight of the Imagination Library Revolving Fund. Include staff members and**



**their responsibilities, a plan for communicating with various stakeholders (families, affiliates, legislators, OSDE, etc.), and a plan for monitoring funding.**

OPSRF is well-positioned to oversee daily operations of the Imagination Library of Oklahoma and manage the Imagination Library Revolving Fund with strong internal controls, efficiency, fiscal transparency, and aligned stakeholder communication. For the last 11 months OPSRF has created a streamlined AP system with almost 40 Imagination Library affiliates.

#### Project Team:

- DPIL Project Manager: Program coordination and affiliate support
- Finance Team: Fund tracking, disbursements, and reporting
- Director of Communications: Stakeholder engagement and public outreach
- Director of Early Childhood Systems: Project oversight, evaluation, and alignment with multiple early childhood system partners

#### Stakeholder Communication Plan:

- Families: Digital updates, social media, registration support
- Affiliates: Regular meetings, training, and reporting support
- Legislators & OSDE: Legislative briefs, success stories, and process and result data
- Donors & Partners: Quarterly newsletters, digital impact reports
- General Public: Events such as Dolly Day Oklahoma and Legislative Literacy Day

#### Fund Oversight Plan

OPSRF has adopted a comprehensive Financial Operations Manual, most recently approved on June 27, 2024, to ensure rigorous oversight and responsible stewardship of all public and private funds. The Foundation's approach to fund oversight includes the following key components:

##### Strict Internal Financial Controls and Compliance Protocols

- OPSRF maintains a clear **separation of duties** across leadership, operations, finance, and compliance roles to prevent conflicts of interest and ensure accountability (Section 2.1-2.8).
- All disbursements follow a structured, tiered approval process based on thresholds, and no single individual is permitted to both authorize and issue payments (Section 3.5-3.7).
- Financial records are reconciled monthly, reviewed by multiple roles, and supported by documented approvals (Section 2.6).

- Credit card use, travel, and reimbursements are tightly controlled and monitored with backup documentation and multi-level approval (Section 3.12-3.13).

#### Real-Time Tracking of Fund Usage and Affiliate Disbursements

- The Foundation's finance team utilizes a **grant-specific coding and allocation system** that ensures real-time tracking of revenue and expenses across restricted and unrestricted funds (Section 2.5, 5.7).
- Affiliate disbursements are tracked using a dedicated claim and invoicing system, with a **monthly claim review and auditing process** administered by the Compliance Manager and Director of Finance (Section 5.8).
- Foundation staff maintain up-to-date records on all fund performance and affiliate reimbursements, tied to budget line items and donor restrictions.

#### Private Donor and Grant Development Strategies

- OPSRF has a defined *Gift Acceptance Policy* that outlines procedures for receiving, acknowledging, and tracking private contributions, including restricted gifts and donor-advised funds (Section 6).
- The Director of Communications maintains the donor database, ensures timely acknowledgements, and oversees reconciliation with accounting records (Section 3.3, 6.9).
- Private fundraising activities must be pre-approved, documented, and compliant with the Foundation's internal controls and donor intent policies (Section 8.1).

#### Quarterly Financial Audits

- The Foundation provides quarterly financial reports to its Board and Finance Committee, including balance sheets, income statements, and grant-specific performance (Section 2.7).
- OPSRF engages a **third-party audit firm annually**, as required by its grants and internal policies. Any findings are reported to the Board, with corrective actions implemented and documented (Section 10.3).
- Claims submitted by affiliates are audited monthly, with at least one month per year selected for a **comprehensive audit** of each program (Section 5.8).

#### Annual Legislative Reporting



- OPSRF commits to transparent and timely reporting, including **annual legislative reports** outlining program impact, financial performance, and the role of public-private investment.
- Reports include total books mailed, children enrolled, public and private funds leveraged, and a county-by-county breakdown of impact.
- These reports align with OSDE requirements and provide policymakers and stakeholders with insight into program growth, equity, and return on investment.

Performance Metrics:

- Full program presence in all 77 counties by July 2028
- \$2M+ in private funding raised over 3 years in coordination with local affiliate partners
- 90% of funds will go to programmatic support with 65% of expenditures directly supporting book distribution

OPSRF staff experience ensures operational excellence and transparent fund stewardship while expanding the reach and impact of the Imagination Library across Oklahoma.

OPSRF affirms its full understanding of the performance requirements outlined in this scope of service and is committed to meeting all performance requirements as a statewide administrator of the Imagination Library of Oklahoma program.



**Section EIGHT: Pricing**

**2.3 Pricing**

**Budget Narrative and Justification**

*Dolly Parton Imagination Library - Oklahoma Statewide Administration*

**Administered by the Oklahoma Partnership for School Readiness (OPSR) on behalf of the Oklahoma State Department of Education (OSDE). Pricing is a firm, fixed total cost.**

**Annual Budget: \$2,000,000 for a total of \$4,000,000 over two contract periods.**

<b>Category</b>	<b>Estimated Amount</b>	<b>Description</b>
<b>Personnel</b>		
Personnel - Project Manager (1.0 FTE)	\$ 75,000.00	A full-time project manager will lead the day-to-day operations of the Imagination Library initiative in Oklahoma. This position is responsible for affiliate engagement, compliance, reporting, data coordination, and statewide outreach coordination.
Personnel - Director of Communications (0.3 FTE)	\$ 30,000.00	This role supports strategic communications, public awareness campaigns, branding, and stakeholder messaging. Responsibilities include developing content, managing digital outreach, and coordinating media for the program.
Personnel - Finance Manager (0.25 FTE)	\$ 22,500.00	Responsible for tracking state and philanthropic funds, issuing affiliate reimbursements, managing financial documentation, and supporting audit readiness.
Personnel - Early Childhood Systems Director (0.1 FTE)	\$ 12,000.00	Provides leadership oversight, systems alignment, evaluation, and strategic coordination across state partners. This role ensures the program is integrated with other early childhood initiatives.

Fringe Benefits (estimated 25% of salaries)	\$ 34,875.00	Fringe benefits are calculated at approximately 25% of personnel costs and cover health insurance, payroll taxes, and retirement contributions.
<b>Total: Personnel</b>	<b>\$ 174,375.00</b>	
<b>Operations and Outreach</b>		
Community Outreach & Promotional Materials	\$ 75,000.00	Funding supports printed materials, fundraising initiatives and strategic outreach to increase community engagement statewide.
Public Engagement	\$ 250,000.00	Funding supports public awareness campaigns, digital promotions and strategic outreach to increase child enrollment statewide.
National Literacy Conference (2 people)	\$ 6,000.00	Funding for 2 FTE to attend national literacy conference
Mileage & Local Travel	\$ 10,000.00	Covers travel expenses for staff conducting site visits, affiliate meetings, outreach events, and stakeholder engagement activities throughout Oklahoma.
Imagination Library Revolving Fund fees	\$ 3,000.00	Fees for Imagination Library Revolving Fund
Local Affiliate Support (grants for expansion & enrollment)	\$ 1,300,000.00	Direct funding to support existing and new affiliates for book sponsorships, outreach expansion, and targeted zip code growth. This line item ensures every county in Oklahoma can access the program.
<b>Total: Operations and Outreach</b>	<b>\$ 1,644,000.00</b>	
10% Management Fee	\$ 181,625.00	
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 2,000,000.00</b>	