



STATE OF OKLAHOMA CONTRACT WITH OKLAHOMA PARENTS CENTER INC

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma State Department of Education and Oklahoma Parents Center Inc (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The term of the Contract is one (1) year, which will begin on July 1, 2025. This contract shall also feature the option to renew for five (5) additional years.

Purpose

The State is awarding the Contract to Supplier for Parent training and collection of parent information in accordance with the requirement on the Individuals with Disabilities Education Act (IDEA), as more particularly described in certain Contract Documents. Supplier submitted 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 #EV00000687;
 - 2.2. Attachment A1 – Non-Negotiable General Terms;
 - 2.3. Exhibit 1 – Pricing Template;
 - 2.4. Exhibit 2 – Executive Summary and Company Info;
 - 2.5. Exhibit 3 – Reference Template;
 - 2.6. Attachment B – Negotiable General Terms;
 - 2.7. Attachment C - Agency Terms;
 - 2.8. Attachment D - State IT Terms - Reserved;
 - 2.9. Attachment E1 - Pricing Sheet;
 - 2.10. Exhibit 1 – Response for Executive Summary and Company Info; and
 - 2.11. Exhibit 2 – 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
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 Agreement and to bind their respective party thereto.

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

OKLAHOMA PARENTS CENTER INC

By: 
Ryan Walters (Jun 23, 2025 12:09 CDT)

By: 
Sharon Long (Jun 23, 2025 09:27 CDT)

Name: Ryan Walters

Name: Sharon Long

Title: Director

Title: Executive Director

Date: Jun 23, 2025

Date: Jun 23, 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 (Jun 24, 2025 09:00 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Jun 24, 2025

Attachment A

Solicitation No. EV00000687

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of 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. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of Oklahoma Department of Education from qualified potential Suppliers to provide a contract for providing Parent training and collection of parent information in accordance with the requirement on the Individuals with Disabilities Education Act (IDEA). A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

1. Contract Term and Renewal Options:

1.1. The initial Contract term, Date of Award is one year through June 30th 2025 and there are five (5) 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 Activity

2.2 Mandatory:

The bid response shall show the ability of the Bidder to meet or exceed the following mandatory specification:

- i. The supplier must have at least 5 years of experience providing training to parents of students who receive special education and related services under IDEA. Failure to meet the mandatory requirements will disqualify respondents.

¹ 74 O.S. 85.5(G)(3)

3. Non-Mandatory:

3.1 Scope of Services

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

- i. The supplier will promote greater awareness, knowledge, and understanding of disability issues and requirements of the IDEA among parents of infants, toddlers, children and youth with disabilities, the professionals who serve them, and members of the public by providing training and information, including professional development activities.
- ii. The supplier will disseminate relevant information for families who have children with disabilities through easy access over the telephone, email, web page, and social media.

3.2 Performance Activities:

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

- i. The supplier will provide twelve (12) relevant, useful and high-quality training opportunities through virtual or in-person means on a regular basis throughout the state each year to reach parents, educators, and other education stakeholders.
- ii. The supplier will provide two (2) regional institutes and one (1) statewide conference featuring training sessions on a variety of relevant special education topics in conjunction with the OSDE and other agencies to reach parents, educators, and other education stakeholders.
- iii. The supplier will provide intensive technical assistance by attending Individualized Education Program (IEP) meetings, as requested, to assist parents, students, educators, and others in better understanding the requirements of the IDEA.
- iv. The supplier will provide one on one individualized telephone and email assistance, as requested, to parents, educators, and other education stakeholders.
- v. The supplier will develop and maintain an accessible website to dissemination information to parents, educators, and other education stakeholders.
- vi. The supplier will provide each SoonerStart site the family surveys printed in both English and Spanish.
- vii. The supplier will provide the OSDE with results of the SoonerStart family Surveys.

3.3 Additional Requirements:

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

- i. The supplier must have knowledge of State and federal requirements regarding the IDEA and special education services in the state of Oklahoma.

4. Pricing shall be proposed using Exhibit 1.

- i. Pricing shall be proposed as follows:
 - a. Pricing shall be proposed as a single total cost associated with the agreed Scope of Service and Performance Activities to include the breakdown of all salaries, fringe, travel, supplies, and any other costs relevant to the total cost.

5. Executive Summary and Company Information - Exhibit

6. Value-added products and/or services within scope of the Acquisition are to be included here.

7. Business References information - Exhibit

- i. Provide two (2) business references from clients for whom Bidder has provided similar services to establish a successful implementation experience. Business references must include customer contact information including email and phone number. The State is not responsible for references that do not respond.

**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 -
FROM SOLICITATION NO. EV00000687
PRICING TEMPLATE**

	A	B	C	D	E	F	G
1							
2	Vendor Name	Key Personnel & Fringe Benefits	Other Personnel & Fringe Benefits	Travel	Supplies	Other	Total
3	Initial Contract Period: July 1, 2025 - June 30, 2026						\$ -
4	July 1, 2026 - June 30, 2027						\$ -
5	July 1, 2027 - June 30, 2028						\$ -
6	July 1, 2028 - June 30, 2029						\$ -
7	July 1, 2029 - June 30, 2030						\$ -
8	July 1, 2030 - June 30, 2031						\$ -

**EXHIBIT 2 -
FROM SOLICITATION NO. EV00000687
Executive Summary and Company Information
TEMPLATE**

Section Two: Executive Summary and Company Information EXHIBIT 01: OFFEROR RESPONSE WORKSHEET		
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 36months)	
7.2.e	Describe the core competency of the company	
7.2.f	Estimated Number of clients	
7.2.g	Average client size (i.e., employee count)	

Exhibit 3 Reference Sheet

EV00000xxx

Company Name: _____

Contact Email: _____

Company Contact Name: _____

Contact Phone: _____

Project Details

Project Description:

Project Date: _____

Project Budget: _____

Current Status: _____

1. What were you hoping to achieve by hiring the vendor's services? Do you feel you achieved them?
2. What would you wish had been different about your project or your relationship with the vendor?
3. How long did it take before you saw the results of the project?
4. Did the vendor stay on schedule?
5. How did you know when the vendor succeeded at what was promised?
6. How well did they understand your needs?
7. How did they handle conflict resolution?
8. What was their response time to your questions or requests?
9. Did the vendor exceed your expectations?
10. Would you hire this vendor again?

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

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

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

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** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in

writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

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

2 Contract Effectiveness and Order of Priority

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

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

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

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

referenced terms except as specifically agreed in an Amendment.

- 2.4** Any Contract document shall be legibly written in ink or typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract documents

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

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

4 Definitions

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

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 Amendment** means a mutually executed, written modification to a Contract document.
- 4.3 Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.4 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.5 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.6 Customer** means the governmental entity receiving goods or services contemplated by the Contract.
- 4.7 Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.8 Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 4.9 Governmental Entity** means any governmental entity specified as a political

subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

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

information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.20 Work Product means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

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

5.2 Pursuant to 74 O. S. §85.40, all travel expenses of Supplier must be included in the

total Acquisition price.

- 5.3** 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.

6 Ordering, Inspection, and Acceptance

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

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

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

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final

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

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

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest

is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

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

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a notice of cancellation and includes the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for

Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

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

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

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

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 2 C.F.R. part 376 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, 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 www.dhs.gov/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.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at <http://www.dhs.gov/E-Verify>. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

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

10 Audits and Records Clause

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

of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

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

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

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

acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this Contract.

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

12 Conflict of Interest

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

13 Assignment and Permitted Subcontractors

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

prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in 13.1 above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The

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

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party 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.

16 Indemnification

16.1 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State

pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

16.2 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.3 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or 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.

16.4 Notice and Cooperation

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

16.5 Coordination of Defense

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

16.6 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

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

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

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

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

18.3 The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-days notice under this section.

18.4 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or

associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

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

19 Termination for Convenience

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

provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

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

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

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

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

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself

by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

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

25 Notices

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

If Sent to the State:

State Purchasing Director

2401 N. Lincoln Blvd., Second Floor Oklahoma City, Oklahoma 73105

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

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

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract documents, in the singular

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

26.2 Employment Relationship

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

26.3 Transition Services

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

26.4 Publicity

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

26.5 Open Records Act

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

26.6 Failure to Enforce

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

26.7 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into

similar agreements with others.

- C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.8 Invalid Term or Condition

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

26.9 Severability

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

26.10 Section Headings

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

26.11 Sovereign Immunity

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

26.12 Survival

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

26.13 Entire Agreement

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

26.14 Gratuities

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

26.15 Import/Export Controls

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

ATTACHMENT C
AGENCY TERMS
SOLICITATION NO. EV00000687

1. SUBCONTRACTING

The OSDE shall contract with one supplier for the total work to be accomplished. The supplier may not subcontract any portion of this work to be accomplished without the written consent and approval of OSDE. The terms of this contract and such additional terms as OSDE may require shall be included in any approved subcontract and any approval of any subcontract shall not relieve the supplier of any responsibility for performance under this contract.

2. INVOICING AND PAYMENT:

Pursuant to 74 O.S.85.44(B), invoices will be paid in arrears after products/services have been delivered or provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. 34.71 and 62 O.S.34.72. Invoices shall be submitted monthly to the Oklahoma State Department of Education, 2500 N Lincoln Blvd, Ste 415, Oklahoma City, OK 73105-4999 or by e-mail to SDEAccountsPayable@sde.ok.gov. **Invoice amounts shall be no more than ¼ of the contract.**

3. STUDENT DATA ACCESSIBILITY, TRANSPARENCY AND ACCOUNTABILITY

If Vendor's ability to provide services under this Agreement requires OSDE to share student data containing confidential personally identifiable information ("PII") from education records maintained by OSDE with Vendor. Vendor agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, (70 O.S. § 3-168).

ATTACHMENT D

This page is intentionally left blank because 1) this is not related to Information Technology (“IT”); and 2) IT terms are not required to be part of this solicitation/contract at this time.

Oklahoma Parents Center, Inc.

Budget Narrative

July 1, 2025 to June 30, 2026

Option Years 1 - 5

The proposed budget reflects the first year of the contract period July 1, 2025 thru June 30, 2026 and the additional five (5) option years. The Oklahoma Parents Center's request for \$381,300 for the first year of the contract period with an estimated 3% increase for each of the additional five (5) option years is needed to implement all proposed activities. This budget will address the increasing costs of the mileage reimbursement rate, cost of living adjustment, meals, and toll rates as well as the consistent increases in postage, rent, utilities, and telephone expenses. The budget line items and projects described below are fully aligned with the goals, objectives, and activities in the Response to the Scope of Services and Performance Activities. The budget for the project is adequate to support the project goals. The tables at the end of the Budget Narrative are estimates for the **first year** of the contract period July 1, 2025 to June 30, 2026. The following Option Year Tables 1-5 follow the Budget Narrative.

Personnel (Salaries and Fringe Benefits):

This contract is **staff intensive** and uses the major portion of funds requested in this area. Fringe benefits, taxes, liability insurance, and Workman's Compensation were estimated at .10 of salaries. Workman's Compensation must be estimated because the annual cost fluctuates based on previous claims. Individual salaries for personnel are based on their job responsibilities/job descriptions that are comparable to salaries in other states. Additionally, each person is highly qualified to fill the position at this reasonable wage scale. A portion of the salaries are matched through other funding. The total for Personnel for the first year of the contract period is an estimated \$236,600. Option Year 1 is estimated at \$243,700. Option Year 2 is estimated at \$251,000. Option Year 3 is estimated at \$258,600 Option Year 4 is estimated at \$266,300. Option Year 5 is estimated at \$274,300.

Supplies:

General office supplies that are standard, daily operational items include ink, paper, toner, general information packets, timesheets, time and effort forms, and other necessary "Office Use Only" forms. This includes activity event reports, workshop evaluations, expense reports, timesheets, workshop participant packets and other required low-quantity items will be printed at each of the regional offices or the main office. The toner, paper, and necessary office supplies are included in the above supplies total. The OPC's regional offices supported by this project are equipped with desks, chairs, filing cabinets, and multifunction machines which are capable of printing, faxing, copying, and scanning which will not need to be purchased. However, all items are regularly maintained, updates, and/or replaced, as needed. However, technology items

will need to be purchased, maintained, and updated regularly. Money annually has been included in the supplies budget to purchase laptops, desktop computers, projectors, multifunction machines, telephone systems, and software for these offices as needed. The total for Supplies for the first year of the contract period is an estimated \$13,100. Option Year 1 is estimated at \$13,500. Option Year 2 is estimated at \$13,900. Option Year 3 is estimated at \$14,300. Option Year 4 is estimated at \$14,800. Option Year 5 is estimated at \$15,300.

Travel:

The travel costs were calculated based on the previous travel of agency employees. Both in-state and out-of-state travel are included. Oklahoma is an expansive state that covers 68,656 square miles of land. Because of the panhandle in the west, and the mountains in the east, lengthy travel is often required. It is four hundred seventy-five miles from east to west, and two hundred thirty-one miles to travel from north and south. The rates, again, are only estimates with the rate for mileage is .70 cents per mile currently. The IRS has raised the standard mileage rates continuously with the rate increasing .70 cents per mile as of January 1, 2025. However, the budget tables for each additional option year, below, will show an estimated 3% increase each year to accommodate the increases in the standard mileage rate used by the Internal Revenue Service (IRS), meal expenses, hotel fees, etc. Travel is necessary to implement professional development, complete workshops, implement training, attend IEP meetings, attend required regional and national meetings sponsored by the U.S. Department of Education, and extend outreach services throughout the state. Estimated in-state travel cost for mileage is 30,000 miles @ .70/mile, **\$21,000**. The OPC intentionally divides the state into 4 sections to reduce extensive travel costs.

However, specific locations of travel will require overnight stays, meals, rental car expenses, and/or toll fees, estimated @ **\$5,000/yr.** The OPC will send staff members to attend out-of-state regional and/or national meetings for professional development @ a rate of **\$3,600/yr.** The great expense of the state also contributes to the expenses the eleven board members and staff incur when meetings are held in central Oklahoma, at regional conferences and the statewide conference. The OPC will also reimburse staff and the board members for attending meetings, trainings, regional institutes, and the annual conference at the standard mileage rate approved by the IRS in accordance with the Oklahoma State Travel Reimbursement Act. The total for travel for the first year of the contract period is an estimated \$29,600 with a yearly 3% increase each option year to account for rising reimbursement rates. Option Year 1 is estimated at \$30,500. Option Year 2 is estimated at \$31,400. Option Year 3 is estimated at \$32,300. Option Year 4 is estimated at \$33,300. Option Year 5 is estimated at \$34,300. With the increase in the numbers of students enrolled in special education and the increase of staff members to 15, we feel the travel costs are reasonable.

Other:

The category of other contains a variety of expenses that support the project activities. The contractual services of three individuals are necessary for the operation of the project: a website maintenance technician, an outside public accountant, and a certified public accountant. The Website Technician will be responsible for the maintenance, additions, deletions, and regular updates of the Oklahoma Parents Center website, www.OklahomaParentsCenter.org, as requested by the administration. An interactive ADA-compliant website for all OPC staff members, parents, consumers, and professionals is

also budgeted to provide training, information and links to other families and services. This expense includes a monthly maintenance fee along with any additional charges that may incur during the year. An outside public accountant has been hired to complete payroll and all required monthly, quarterly, and yearly accounting. In addition, a certified public accountant specializing in non-profit organizations has been hired to complete the required income tax preparation, i.e. IRS 990. It is imperative to have a land-line telephone, cell phones for the personnel that work in the four regions of the state, and a toll-free number for the OPC. The main office is equipped with toll-free telephone service and each regional office has unlimited calling abilities. Although the unlimited calling service has a higher monthly charge, it will save significantly on long term costs. Key personnel have cellular phones which are operated on a company plan. All associated costs for fax lines are also included in this budget. The OPC will use a bid/quote process to continually evaluate competitor pricing to ensure low-cost printing options. This system will be used to print materials that require high volume numbers such as Parent Survey Brochures, print Parent/Family Surveys, flyers, assortment of OPC brochures to disseminate to families and professionals, and organizational promotional items. Other printed items such as business cards, letterhead, and miscellaneous items will be on a bid/quote basis as well. Postage has been calculated using previous costs as well as future expected costs. The cost of mailing flyers announcing conferences and workshops and books are included in these amounts. Certificates of attendance and training materials will also be mailed and add to the expenses in this area. To facilitate workshops, conferences, and programs, the OPC includes meeting and workshop expenses such as rental room fees, door prizes, etc. The OPC will provide two (2) Regional Institutes and one (1) Statewide Conference, or others as needed, featuring training sessions on a variety of relevant special education

topics in conjunction with the OSDE, SERC, and other agencies to reach parents, professionals, and consumers. The Institutes/Conference will require printing, copying, conference bags, conference handouts, conference fees, presenter fees, travel expenses, meals, meeting room fees, meal expenses, door prizes, hotel room charges, etc. Liability insurance, check order fees, membership dues, and other business expenses are also included in this budget. The actual office space and utilities for the regional OPC centers are donated by advocates. The OPC has placed in the budget an estimated 3% increase in other for each of the additional five (5) option years is needed to implement all proposed activities. This increase will address the increasing costs of the postage and printing, insurance rates, speaker fees and utility expenses. The office space and utility costs have been donated at all regional offices; however, the main office incurs a fee which includes rent and utilities. For all regional offices only postage, supplies and telephone/internet costs are required for this project, in addition to salaries. The grand total for other for the first year of the contract period is estimated at \$102,000. Option Year 1 is estimated at \$105,000. Option Year 2 is estimated at \$108,200. Option Year 3 is estimated at \$111,500. Option Year 4 is estimated at \$114,700 Option Year 5 is estimated at \$118,200.

Partner schools have adequate facilities, furniture, and incidental supplies to support locations for professional development and training of parents and space for IEP meetings. Meeting rooms are available throughout Oklahoma in community centers, libraries, school districts, churches, higher education institutions, Career Tech centers and other locations. Facilities and equipment from local partners are adequate for administering and providing services to students, parents, and teachers. In support of the OPC, schools will provide meeting spaces as needed.

Budget Tables

Table 1: First Year Budget Table 1

Oklahoma Parents Center, Inc. First Year Budget Table 1 July 1, 2025 to June 30, 2026	
Total Personnel (Salaries + Fringe Benefits)	\$236,600
Total Supplies Cost	\$13,100
Total Travel Fees	\$29,600
Total Other	\$102,000
Year 1 Budget Total	\$381,300

Table 2: Option Year 1 Budget

Oklahoma Parents Center, Inc. Option Year 1 Budget July 1, 2026 to June 30, 2027	
Total Personnel (Salaries + Fringe Benefits)	\$243,700
Total Supplies Cost	\$13,500
Total Travel Fees	\$30,500
Total Other	\$105,000
Option Year 1 Budget Total	\$392,700

Table 3: Option Year 2 Budget

Oklahoma Parents Center, Inc. Option Year 2 Budget July 1, 2027 to June 30, 2028	
Total Personnel (Salaries + Fringe Benefits)	\$251,000
Total Supplies Cost	\$13,900
Total Travel Fees	\$31,400
Total Other	\$108,200
Option Year 2 Budget Total	\$404,500

Table 4: Option Year 3 Budget

Oklahoma Parents Center, Inc. Option Year 3 Budget July 1, 2028 to June 30, 2029	
Total Personnel (Salaries + Fringe Benefits)	\$258,600
Total Supplies Cost	\$14,300
Total Travel Fees	\$32,300
Total Other	\$111,500
Option Year 3 Budget Total	\$416,700

Table 5: Option Year 4 Budget

Oklahoma Parents Center, Inc. Option Year 4 Budget July 1, 2029 to June 30, 2030	
Total Personnel (Salaries + Fringe Benefits)	\$266,300
Total Supplies Cost	\$14,800
Total Travel Fees	\$33,300
Total Other	\$114,700
Option Year 4 Budget Total	\$429,100

Table 6: Option Year 5 Budget

Oklahoma Parents Center, Inc. Option Year 5 Budget July 1, 2030 to June 30, 2031	
Total Personnel (Salaries + Fringe Benefits)	\$274,300
Total Supplies Cost	\$15,300
Total Travel Fees	\$34,300
Total Other	\$118,200
Option Year 5 Budget Total	\$442,100

Exhibit 1 – Response for Executive Summary and Company Info

The **Oklahoma Parents Center, Inc.**, (OPC), a statewide 501c3 nonprofit, parent-driven training and information organization was founded in 2000. The organization is Oklahoma's only federally funded Parent Training and Information Center (PTI). In operation for **24 years**, the OPC proposes to serve the entire state of Oklahoma (all 77 counties), serving families of children with disabilities ages birth through 26 years old, (see section 682(a)(1)(A) of IDEA) representing the full range of disabilities, youth with disabilities and professionals who work serving family and youth. The OPC has an eleven (11) member Board of Directors, the majority of whom are parents or grandparents of children with disabilities. Others are collaborators highly invested in the process who represent targeted populations of low-income and limited English proficient children. This proposal plans for the provision of services throughout the entire state with 4 service regions to better serve underserved families from all parts of Oklahoma with a proficient, knowledgeable, and experienced **staff of 15**.

During the next six-year cycle, the OPC proposes to build on the strong history of the project by expanding our services to further support parents/youth and continue to provide families with impartial information, individualized assistance, and training that enables them to: (a) make informed decisions when choosing educational and early learning options that best meet the needs of their children; (b) help their children meet developmental and academic goals; (c) help their children meet challenging expectations established for all children, and (d) prepare their children to achieve positive outcomes. We have a well- established service model with strong partners to continue to serve all families of children with disabilities and youth throughout our state and will continue to improve early childhood, educational, and transitional outcomes.

Stakeholders assisted in the development of this project and will continue to be involved in the ongoing implementation and evaluation of all project activities during this proposal period. Sharon Coppedge Long is the OPC Executive Director and the authorized point of contact.

The core competencies of the OPC are our understanding and ability to meet parents' needs effectively by maintaining high-quality, relevant, and useful products, services, and processes. The organization has a unique and recognizable brand and staff who collaborate effectively with colleagues, partners, and stakeholders to achieve common goals. Our comprehension of and capacity to successfully address the demands of parents by upholding high-quality, pertinent, and practical products, services, and procedures distinguishes the OPC from many others.

The OPC has the infrastructure, leadership, services, and programs already available and our experiences, past grants/contracts, and recognized successes support the fact that the OPC has the capacity to meet the needs of the exceptional target populations of Oklahomans. Strong partners in collaboration are essential for achieving greater outcomes because we leverage each other's strengths, share responsibilities, and foster a shared vision. The OPC has a solid list of partner agencies throughout the state. Two business references will attest to the excellent reputation of the OPC and will vouch for administration and staff on their reputable work ethic, character, and overall successful performance. The business references are listed on the final page of the proposal in Section 10 of the Business References Information - Exhibit.

Exhibit 2 – Response to Specifications and Requirements

2.2 Mandatory:

The bid response shall show the ability of the Bidder to meet or exceed the following mandatory specification:

- i. The supplier must have at least 5 years of experience providing training to parents of students who receive special education and related services under IDEA. Failure to meet the mandatory requirements will disqualify respondents.

Response to Mandatory Requirement:

The OPC has been providing quality services to Oklahoma families of children with disabilities, their teachers, and other professionals since 2000. Over the last **24** years, the OPC has presented more than 2,000 workshops/trainings to parents, professionals, and consumers on a variety of disability related topics, such as Basic Rights in Special Education, IDEA Workshop, IEP Workshop, Communication Workshop, and Bullying Prevention and Solutions, to name a few. The OPC has successfully helped families navigate systems that provide early intervention and childhood, special and general education, related services, and postsecondary options. The OPC has helped families to understand the educational and service options available to their children, understand the nature of their child's disabilities, learn about their IDEA rights and responsibilities, expand their knowledge of evidence-based practices to help their children succeed, strengthen their collaboration with professionals within those systems, and locate resources. The OPC has assisted families to advocate for youth in building their advocacy skills resulting in improved outcomes in student achievement, and collaborated with local, state, and national agencies to support families and youth with disabilities enabling them to effectively access

IDEA early intervention, special education, and related services.

Planning content, delivery, and evaluating each event is part of each presenter's job description. All final reporting, whether event, weekly, monthly, or quarterly, is evaluated by the Executive Director and/or the Director of Federal & State Programs to assure that all information is accurate and reliable. Quarterly reporting to the OSDE on the scope of work/performance activities and collection of data directly related to the scope of work/performance activities will be completed on-time. OPC keeps updated files in a comprehensive data base, Salesforce, that calculates participation by event or service to everyone who calls our offices.

Appropriate recruiting, hiring, supervising, and training for proposed new employees is performed as new workers join the project. All personnel possess the experience and qualifications necessary to successfully organize, manage and direct programs throughout the state. The OPC staff represents a broad range of experiences and possesses excellent qualifications to support all activities within the scope of this project. Staff members include parents of children and youth with disabilities, individuals with disabilities, minority groups, and professionals in the field who share a strong commitment to advocacy for all individuals with disabilities. Our ongoing follow-ups to workshop participants and individuals who received assistance gives the OPC administration the ability to monitor and adjust the training and information to assure that it is relevant, useful and of high-quality. We understand best practice and are implementing high-quality services to families. Qualifications for each of the OPC positions are based on a specialized job description. Common denominators include the ability to effectively present at small and large conferences, ability to relay information to others, extensive experience in working with parents and students with disabilities, ability

to cooperate and collaborate with others, computer skills, management skills, flexibility, willingness to travel, experience in facilitating workshops, meetings, conferences, and professional development activities. The team has the skill, ability, and capacity to oversee and perform the services required as they have over **ninety (90) years of combined experience** in education, special education, and providing services in an effective and timely manner.

The OPC Executive Director and staff attend numerous professional development trainings throughout each year. These include but are not limited to:

- **National trainings**
 - U.S. Department of Education – Office of Special Education Programs (OSEP) funded - **Annual Leadership Conference**
 - OSEP-funded - National Parent Technical Assistance for Parent Centers (NPTAC) sponsored **Webinars**
 - OSEP-funded & SIGnetwork-funded – **Annual SPDG National Meeting**
- **Regional trainings**
 - OSEP-funded – Regional Parent Technical Assistance Centers (RPTAC) **Monthly Director calls**
 - OSEP-funded – RPTAC **Annual Regional Conference**
 - OSEP-funded – RPTAC **Quarterly Non-profit Roundtable Discussions**
 - OSEP-funded – RPTAC **Webinars**
- **State trainings**
 - Oklahoma State Department of Education – Special Education Services (OSDE) funded - **IEP Webinar Series**
 - OSDE-funded – Annual **Engage OK On the Road**

- OSDE-funded – **Secondary Transition (Mild/Moderate) Training**
- OSDE-funded – **Goals and Progress Monitoring Training**
- Special Education Resolution Center (SERC) funded – **Crucial Conversations training**
- Sooner SUCCESS sponsored training - **Wrightslaw Special Education Law and Advocacy Training**
- Decoding Dyslexia OK sponsored training - **Beautiful Minds and the Science of Reading: Empowering Students with Dyslexia**
- The Center for START Services training series – **Mental Health and IDD Training for Special Educators**
- Oklahoma ABLE Tech training series – **Assistive Technology Workshop Series (AT Assessment: Consideration; Gathering Information and Trialing Devices; and AT in the IEP and Implementation)**
- Oklahoma ABLE Tech sponsored – **Webinars**
- **Internal trainings**
 - OPC provided **Monthly Staff Calls**
 - OPC provided **Quarterly Staff In-Person Trainings**
 - OPC provided **Annual Staff Retreat**

Without a doubt, the OPC has the ability, capability, and skill to perform the services required. The vast amount of experience in working with the OSDE staff, Oklahoma parents, and other outside agencies has provided a well-established foundation. The OPC is familiar with coordinating programs on a statewide level, implementing them effectively, and sustaining the parent programs.

3. Non-Mandatory:

3.1 Scope of Services

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

- i. The supplier will promote greater awareness, knowledge, and understanding of disability issues and requirements of the IDEA among parents of infants, toddlers, children and youth with disabilities, the professionals who serve them, and members of the public by providing training and information, including professional development activities.

Response to Non-Mandatory Scope of Services-Awareness, Knowledge, and

Understanding of Disabilities:

The Oklahoma Parents Center (OPC) will promote greater awareness, knowledge and understanding of disability issues among parents of infants, toddlers, children and youth with disabilities, the professionals who serve them, and members of the public by providing training and information programs and meetings, including professional development activities for staff.

- ii. The supplier will **disseminate** relevant information for families who have children with disabilities through easy access over the telephone, email, web page, and social media.

Response to Non-Mandatory Scope of Services Disseminate Relevant Information:

The OPC is devoted to disseminating useful, relevant, and high-quality trainings, services, and resources to serve parents and families of children and youth, birth to 26, with the full range of disabilities. The administration and staff will continue to utilize parents and partners to communicate and network via in-person meetings, telephone conversations, formal and informal planning sessions, the OPC website, and email to further benefit the families in Oklahoma. The OPC will continue to **disseminate** educational outreach materials by participation and attendance at booths, other activities hosted by organizations in Oklahoma, by telephone, email, web page and social media. The OPC will disseminate Parent Survey information to SoonerStart sites and parents through internet access, phone calls, and hard copies sent in the mail.

3.2 Performance Activities:

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

- i. The supplier will provide twelve (12) relevant, useful, and high-quality training opportunities through virtual or in-person means on a regular basis throughout the state each year to reach parents, educators, and other education stakeholders.

Response to Performance Activities-12 Trainings:

The OPC will provide twelve (12) relevant, useful, and high-quality workshops and training opportunities on a regular basis, throughout the state each year to parents, educators, and consumers. Evidence and research-based topics for the workshops shall include, but are not limited to, information on early-childhood parent

education, school-aged parent education, transitions on all levels, dispute resolution information, legislation, and laws. The OPC has conducted over 100 trainings each year since 2000. Trainings and meetings will be delivered both virtually and in-person, offering flexibility for educators and families. The OPC offers webinars and online programs alongside in-person events. We provide face-to-face and Zoom training options. Virtual meetings, like IEP meetings, can also be conducted using platforms like Google Meet or Microsoft Teams. Podcasts are created by staff members.

- ii. The supplier will provide two (2) regional institutes and one (1) statewide conference featuring training sessions on a variety of relevant special education topics in conjunction with the OSDE and other agencies to reach parents, educators, and other education stakeholders.

Response to Performance Activities-1 Statewide and 2 Regional Conferences:

The OPC will provide one (1) statewide conference each year with training sessions on a variety of relevant special education topics in partnership with the OSDE and other appropriate partners. Additionally, the OPC will provide two (2) Regional Parental Institutes in various areas of the state each year to reach the significantly rural, underserved population in partnership with the OSDE. Together, the OPC team plans, organizes, coordinates, and implements these conferences with input and participation from all staff to reach parents, educators, and other education stakeholders in a centralized location that varies from year to year. Presenters, partners, the OSDE staff, and keynote speakers participate in the trainings/information at all conferences.

- iii. The supplier will provide intensive technical assistance by attending Individualized Education Program (IEP) meetings, as requested, to assist parents, students, educators, and others in better understanding the requirements of the IDEA.

Response to Performance Activities–IEP Meetings:

The OPC staff will participate in at least twenty-five (25) Individual Family Service Plans (IFSP's) and/or Individual Education Program (IEP's) on a case-by-case basis to aid underserved parents and young adults with disabilities. Additionally, the OPC will attend meetings covering Mediation, Facilitated IEP Meetings, Due Process Hearings, Dispute Resolution Sessions, Suspension/Expulsion Hearings, give technical assistance as needed, and provide free services to Oklahoma's students, parents, educators, and others in better understanding the requirements of IDEA. Over the last 24 years, the OPC has attended over 2,000 meetings with families across the state either by Zoom but mostly with personal attendance of one or two staff members at IEP meetings, depending on the severity of each individual case.

- iv. The supplier will provide one-on-one individualized telephone assistance and email assistance, as requested, to parents, youth, educators, and other education stakeholders.

Response to Performance Activities-One-on-One Individualized Assistance:

Each team member will provide information, support and technical assistance via phone, email, and in-person consultations to individuals throughout the state each year. The OPC has two toll-free parent help lines available to parents, professionals, and staff of the OPC during business hours, Monday-Friday, 9:00 A. M. to 5:00 P.M. After hours, voice mail will be utilized for call back purposes. The OPC handles over 5,000 contacts per year from parents, teachers, professionals, and consumers in the disability field. All contacts are input into Salesforce daily with notes in specific categories of assistance. The team approach is used, in some cases, for giving the very best help in difficult cases.

- v. The supplier will develop and maintain an accessible website to dissemination information to parents, educators, and other education stakeholders.

Response to Performance Activities-OPC Website:

Expand the services and information on the current accessible website (www.OklahomaParentsCenter.org) for parents, consumers, youth, and professionals to receive online training, information, and services. Each year, the OPC has over 30,000 page views on the website. Other agencies and services also have links incorporated into the OPC website. Flyers, brochures, fact sheets and other information can be accessed and downloaded through the website.

- vi. The supplier will provide each SoonerStart site the family surveys printed in both English and Spanish.

Response to Performance Activities-SoonerStart Sites Provided Family Surveys:

The OPC will provide all SoonerStart sites, Oklahoma parents and local education agencies (LEA's) with information and brochures on the annual Parent/Family Survey and supply information on IDEA Parts B and C in both English and Spanish. Actual Parent/Family Survey brochures are distributed to LEA's depending on the number requested and disseminated through internet access, phone calls, email, our web page, and the social media as well as in-person trainings presented by staff. The OPC staff will service Oklahoma parents and families via hard-copy surveys as requested, via telephone, or guide them to the online reporting site.

- vii. The supplier will provide the OSDE with **results** of the SoonerStart family Surveys.

Response to Performance Activities-Sharing Results of Surveys with the OSDE:

The OPC will be responsible for reports on number participation via automated calculation through Survey Monkey. Parent/Family Surveys will be collected and data

reports **will be provided** to the OSDE for Indicator 8 Reports on the State Performance Plan. The OPC will continue to collaborate with Special Education Services (SES) at the Oklahoma State Department of Education to ensure that all activities are completed, documented, and reported accurately and in a timely manner as listed in Attachment B and will follow all state and federal timelines. Since the OPC began assisting with the Parent/Family Surveys, the number of responses has increased each year.

3.3 Additional Requirements:

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

- i. The supplier must have knowledge of State and federal requirements regarding the IDEA and special education services in the state of Oklahoma.

Response to Additional Requirements-Knowledge of State & Federal Requirements:

In Oklahoma, the Individuals with Disabilities Education Act (IDEA) mandates that public schools provide a Free Appropriate Public Education (FAPE) for eligible students with disabilities, including special education and related services, and that these services be provided in the Least Restrictive Environment (LRE). The OPC is familiar with key Federal and State requirements under IDEA in Oklahoma and have slide shows, PowerPoints, flyers, fact sheets, etc., and other IDEA related materials for parents to obtain during trainings and meetings.

- **Free Appropriate Public Education:**

All eligible children with disabilities are entitled to a FAPE, which includes special education and related services designed to meet their unique needs. The OPC has a fact

sheet on the website, a colorful flyer, a PowerPoint presentation prepared for parents for a basic understanding of this category.

- **Individualized Education Program:**

Schools must develop an IEP for each eligible student, outlining their educational needs and the services they will receive. Daily, parents contact the OPC via email or telephone for assistance with problems and issues on their child's IEP or lack of an IEP and those calls and emails are distributed to staff for immediate follow-up. More difficult and egregious IEP's require one or more of the staff to attend a meeting via Zoom or in person meeting at the school district. The staff assists parents, eligible students, and teachers with additions or deletions from an IEP and assist with the need for a related service, if needed. It varies on a case-by-case basis.

- **Least Restrictive Environment (LRE):**

Students with disabilities must be educated in the LRE, meaning they should be in general education settings to the maximum extent appropriate. This broad category includes students with disabilities who must be educated with their non-disabled peers to the maximum extent appropriate, with any removal from the general education setting justified by the student's individual needs. The OPC works with schools, parents, and the OSDE to ensure students are placed in the appropriate LRE. This is sometimes done with a mere phone call and sometimes it requires an in-person visit with the parent and a staff member in attendance at an IEP meeting. Many times, regular education professionals and teachers are schooled on the laws of IDEA.

- **Evaluation and Eligibility:**

Students suspected of having a disability must be evaluated to determine eligibility for special education services and parents are guided through this process with an OPC

staff member. The OPC personally assists parents with correct steps in the process, discuss testing for special education and assist with paperwork when needed. Parents need help in understanding tests, test scores, and placement. The staff works with them during the process helping them to understand the language and meaning of words written in the IEP or 504 and what it means to their child.

- **Parents Rights and Protections:**

Parents have the right to participate in the IEP process and to receive information about their child's special education services. A parent sometimes needs help in understanding their rights and protections under federal law and feels overwhelmed numbers of school staff involved in the process, especially when they are outnumbered by a school district. Staffers coach and assist parents who have significant rights and protections regarding their child's education, including the right to participate in all decision-making, receive prior written notice, obtain an independent educational evaluation, and resolve disputes. Each year, the OPC provides meaningful and informative training sessions, one-on-one consultations, and access to resources and materials throughout the state to better inform parents.

- **Early Intervention Services:**

Oklahoma provides early intervention services for infants and toddlers with disabilities through [SoonerStart](#). The OPC works hand-in-hand with SoonerStart to help with early intervention services by promoting child find, working with parents who feel their child is “behind” on developmental steps, assisting parents with surveys, and sharing the survey results with the SoonerStart personnel. The OPC has partnered with SoonerStart for over 20 years to provide their families and staff with outstanding training, information, and resources to support the families they serve. As mentioned above, the OPC

collaborates with SoonerStart through OSDE-SES funding on the training and information to parents of babies and toddlers with disabilities and the Oklahoma Part C - Family Involvement Surveys (Indicator 4). SoonerStart commits to working with the OPC on enhancing resources for children with disabilities on virtual services; providing early intervention resources at the OPC events; the OPC will provide translation services of SoonerStart documents (as requested); and collaboratively developing a parent handbook over early intervention services and resources in Oklahoma. This unique, collaborative spirit of Oklahomans to improve the quality of our children's lives is evident in this partnership.

- **Special Education Services:**

The state provides support for children with disabilities from infancy to adulthood, as outlined in the IDEA. Absolutely, the OPC works with parents so they have awareness about the many services are offered in special education. The OPC informs parents that Special Education services can include, specifically designed **instruction by** adapting the content, methodology, or delivery of instruction to address the unique needs of their specific student, the related services available, such as speech therapy, occupational therapy, or physical therapy. Able Tech and the OPC partner on supplementary aids and services that help students with disabilities access the general education curriculum and participate in school activities, such as assistive technology, adapted equipment, or modified assignments.

- **Oklahoma State Department of Education:**

The OSDE provides guidance and support for children with disabilities and monitors local education agencies to ensure compliance with federal and state regulations under IDEA. The OPC follows in the footsteps of the OSDE on training and informing parents about the vast number of supports, programs, and trainings available

so all parents can have access and assistance to valuable resources. Together, there is a dedicated conference call among several partner entities who collaborate via dedicated bi-weekly, sometimes weekly, phone conferences to stay on the same page while assisting Oklahoma parents struggling with compliance to the rules and regulations of IDEA by various school districts.

- **Oklahoma Statues:**

Oklahoma law, specifically Title 70, outlines the state's specific requirements for special education, including eligibility, services, and procedures. In Oklahoma, special education laws are primarily governed by Title 70 of the Oklahoma Statutes, specifically sections 70-13-101 et seq., which outlines the state's commitment to providing free, appropriate public education (FAPE) and related services to eligible children with disabilities. The OPC presents the following information to parents so they will understand there are protection laws for children with disabilities. Four key aspects that we share are compliance with IDEA which align with Oklahoma laws, IEP's, secondary transition services that are in effect not later than the beginning of the student's ninth-grade year or upon turning 16 years of age, whichever comes first, or younger, if determined appropriate by the IEP team and updated annually. Free Appropriate Public Education (FAPE) which is committed to providing a FAPE to all eligible children with disabilities, ensuring access to a suitable education and related services to include special education and related services, such as therapy, counseling, and transportation, Least Restrictive Environment (LRE) checking on enrollment in the general education setting are part of the OPC commitments to parents.

- **Secondary Transition Services:**

The IEP must include secondary transition services that are in effect not later than

the beginning of the student's ninth grade year or upon turning 16 years of age, whichever comes first. The OPC works with parents on transitions at all levels.

- **Dispute Resolution:**

Parents can pursue dispute resolution mechanisms, including mediation, due process hearings, and state complaints, if they disagree with the school district's decisions regarding their child's special education services. As a partner with the Special Education Resolution Center (SERC), we collaborate and brainstorm in severe or problematic cases on deciding the best avenues to support parents.

- **Section 504:**

In addition to IDEA, Oklahoma also has regulations under Section 504 of ADA which prohibits discrimination against individuals with disabilities in education and other areas. The OPC works with parents and school districts to bring awareness to this topic. Still, some school districts have little understanding of the benefits to students enrolled in Section 504 and this plan specifically is addressed when needed through conversation and follow-up material presented by the OPC. Flyers and other materials and resources on Section 504 are disseminated throughout the state and parents are given a clear and concise definition of this category as they confuse this with an IEP and understanding the likenesses and differences.

- **Oklahoma Special Education Policies and Procedures:**

The OSDE has developed policies and procedures to guide districts in implementing the initial evaluation and reevaluation procedures under the federal IDEA. Staff at the OPC are the translators or interpreters of the policies and procedures in Special Education for parents, consumers and educators who have a difficult time with understanding the meaning and struggling with the language or words. Professional

development trainings on the additional requirements are initiated by OPC administration and are presented in various formats to ensure parents have this information as a guideline to becoming informed.

Response to Experience and Understanding of Each Requirement listed above:

Without a doubt, the OPC has the ability, capability, and skill to perform the services required. The vast amount of experience in working with the OSDE staff, Oklahoma parents, and other outside partner agencies is evidence that we are a well-established and productive organization. The OPC is familiar with coordinating programs on a statewide level, implementing them effectively, and sustaining the parent training programs.

The OPC states affirmatively that we understand how to comply with all requirements of this grant including the non-mandatory, mandatory, scope of services, or any additional requirements listed and we have provided detailed information on how we plan to implement all programs and activities in each category.

Below is a table of the **Scope of Services:** Work to be Performed, three goals, the Performance Activities associated with the contract and the Contract Monitoring System which correlate with the numbered requirements listed on pages 1-3 in Attachment A. Timeline due dates for reporting quarterly reports and the annual performance report are listed as well as information on what the reports will include.

Following the Scope of Services is Exhibit 1, the Total Cost Table and the budget narrative which contains the OPC's detailed explanation and justification for each line item or category within our budget. It clarifies how the proposed expenses support the project's deliverables and overall goals, providing transparency and making the financial plan understandable.

Oklahoma Parents Center, Inc.
Scope of Services

Work to be Performed and Description of proposed work listed in 3. Non-Mandatory in Attachment A & Section 7

GOAL #1: Training and Information:

Promote greater awareness, knowledge and understanding of disability issues and requirements of IDEA among parents of infants, toddlers, children and youth with disabilities, the professionals who serve them, and members of the public by providing training and information, including professional development activities.

Performance Activities: Identify the performance activities associated with the contract.

- 3.2.i** The OPC will provide twelve (12) relevant, useful, and high-quality training opportunities on a regular basis throughout the state each year to reach parents, educators, and other education stakeholders.
- 3.2.ii** The OPC will provide two (2) Regional Institutes and one (1) Statewide Conference featuring training sessions on a variety of relevant special education topics in conjunction with the OSDE and other agencies to reach parents, educators, and other education stakeholders.
- 3.2.iii** The OPC will provide intensive technical assistance by attending Individualized Education Program (IEP) meetings per year, as requested, to assist parents, students, educators, and others in better understanding the requirements of the IDEA.

Contract Monitoring System: How will the activities be evaluated?

- 3.2.i.** Reports to include number of trainings, dates, location, attendance numbers, and training titles.
- 3.2.ii** Reports to include number of events, dates of regional institutes and statewide conference, location, attendance numbers, agendas, and post institute/conference surveys summaries.
- 3.2.iii** Reports to include number of IEP meetings attended, location, and dates.

Quarterly Reports Due: October 15, January 15, April 15, and July 15

Annual Report Due: August 1

Work to be Performed and Description of proposed work listed in 3. Non-Mandatory in Attachment A & Section 7

GOAL #2: Dissemination of Relevant Information:

Disseminate relevant information for families who have children with disabilities through easy access over the telephone, email, web page, and social media.

Performance Activities: Identify the performance activities associated with the contract.

- 3.2. iv.** The OPC will provide one-on-one individualized telephone and email assistance, as requested, to parents, educators, and other education stakeholders.
- 3.2 v.** The OPC will maintain an accessible webpage to disseminate information to parents, educators, and other education stakeholders.

Contract Monitoring System: How will the activities be evaluated?

- 3.2. iv.** Reports to include number calls and emails.
- 3.2.v.** Reports to include number of page views.

Quarterly Reports Due: October 15, January 15, April 15, and July 15

Annual Report Due: August 1

Work to be Performed and Description of proposed work in Section 7: Responses to Specification and Requirements

GOAL #3: Family and Parent Involvement Survey:

Disseminate parent survey information for IDEA Part B and Part C to local education agencies, SoonerStart sites, and parents through internet access, phone calls, and hard copies sent in the mail.

Performance Activities: Identify the performance activities associated with the contract.

- 3.2. vi. The OPC will provide each SoonerStart site the family surveys printed in English and Spanish as requested.
- 3.2 vii. Report to SoonerStart @ OSDE to include **results of the SoonerStart Family Surveys** including the number of Family Surveys and Parent Surveys collected, access to all survey data in the Survey database, Family Survey Summary, and Parent Survey Summary. Data will be mailed or emailed to the OSDE.

Contract Monitoring System: How will the activities be evaluated?

- 3.2.vi. Reports to include number of SoonerStart sites that survey information is mailed to
- 3.2.vii. Reports to include number of page views.

Quarterly Reports Due: October 15, January 15, April 15, and July 15

Annual Report Due: August 1