



STATE OF OKLAHOMA CONTRACT WITH SPERO PROJECT INC

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the **Oklahoma Department of Human Services** (“OKDHS” or the “State”) and Spero Project Inc. (“Supplier”) and is effective October 1, 2025 (“Effective Date”). The term of the Contract is from October 1, 2025 through September 30, 2026, with four one-year options to renew, with a final Contract end date of September 30, 2030.

Purpose

The State is awarding the Contract to Supplier for the provision of Refugee Cash Assistance (RCA) statewide, to effectively resettle refugees and to promote employment and economic self-sufficiency of the refugees, as is more particularly described in certain Contract Documents. This Contract Document memorializes the agreement of the parties with respect to the terms of the Contract that is being awarded to Supplier.

In consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree to the following:

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 Contract include the following attachments:
 - 2.1. Attachment A, Solicitation EV00000777;
 - 2.2. Attachment B, General Terms;
 - 2.3. Attachment C, Omitted;
 - 2.4. Attachment D, Omitted;
 - 2.5. Attachment E, Supplier’s Response to Solicitation EV00000777;
 - 2.6. Attachment E-1, Pricing; and
 - 2.7. Attachment G, Federal Funding Terms.
3. The parties additionally agree to the following terms:
 - 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 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 or United States law or regulation which conflicts with the term or condition.

4. Payment obligations rest solely with the Oklahoma Department of Human Services. Please send invoices and billing inquiries to the following:

Oklahoma Department of Human Services
Sequoyah Memorial Office Building
P.O. Box 25352
Oklahoma City, Oklahoma 73125-0352

E-mail: dhsaccountspayable@okdhs.org

5. OKDHS hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES

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

**STATE OF OKLAHOMA
by and through the OKLAHOMA
DEPARTMENT OF HUMAN SERVICES :**

SPERO PROJECT INC

By: *Lindsey Kanaly*
Lindsey Kanaly (Oct 29, 2025 11:40:09 CDT)

By: *Kim Bandy*
Kim Bandy (Oct 22, 2025 07:47:36 CDT)

Name: Lindsey Kanaly

Name: Kim Bandy

Title: Deputy Director of Human Services

Title: Executive Director

Date: Oct 29, 2025

Date: Oct 22, 2025

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

By: *Amanda Otis*
Amanda Otis (Oct 29, 2025 13:17:09 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Oct 29, 2025

Attachment A

Agency Solicitations

Solicitation No. EV00000777

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of Oklahoma Department of Human Services 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 Human Services from potential Suppliers to provide a contract for the purchase of Refugee Cash Assistance.

The Contract is awarded on behalf of the Oklahoma Department of Human Services (OKDHS) for the purpose to provide Refugee Cash Assistance (RCA) statewide. Supplier is expected to have and maintain at least one physical location in the Oklahoma City and Tulsa metropolitan areas, sufficiently staffed to operate (5 days a week) and serve the needs of refugees in that area. Supplier may employ remote service provision to those in outlying areas.

The primary program goal of the Refugee Cash Assistance (RCA) program is to effectively resettle refugees and to promote employment and economic self-sufficiency as quickly as possible after entrance into the State. This will be accomplished through coordinated and effective use of cash assistance with accompanying support services. Economic self-sufficiency is defined as earning a total family income at a level to support itself without receipt of a cash assistance grant. Effective resettlement means the attainment of a status of independence, displaying self-reliance in the ability to use the language, seek or maintain employment, and obtain needed medical care or treatment.

RCA is a cash assistance program available for Office of Refugee Resettle(ORR)-eligible populations (i.e. refugees, asylees, Cuban/Haitian entrants, Special Immigrant Visa (SIV) holders, Afghan and Ukrainian Parolees, Amerasians, and Certified Victims of Human Trafficking) for up to 12 months from date of admission to the U.S. in qualifying status, date of final grant of asylum or date of certification by the Office on Trafficking in Persons (OTIP) as a Victim of Trafficking. The program's short-term cash assistance is designed to assist eligible individuals as they pursue employment and self-sufficiency.

This assistance is only available to ORR-eligible individuals who are within the program's income eligibility standards and who are not otherwise eligible for any other cash aid (e.g., TANF, SSI).

1. Contract Term and Renewal Options:

- 1.1. The initial Contract term shall be from 10/1/2025 – 9/30/2026, is one year and there are four (4) 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:
 - 2.1.1. Mandatory Specification/Requirements
 - 2.1.2. Technical Proposal
 - 2.1.3. Past Experience and Performance
 - 2.1.4. Organizational Capacity and Resources
 - 2.1.5. Price and Cost

3. Scope and Description:

- 3.1. The Bid Response must reflect for each requirement on Exhibit 1
- 3.2. The Bid Response shall show the ability of the Bidder to meet or exceed the following mandatory specifications:
 - 3.2.1. Bidder must have (by 10/1/2025) a physical location in the Tulsa and Oklahoma City metropolitan areas.
 - 3.2.2. Bidder must agree to not sub-contract any part of this work.
 - 3.2.3. Bidder shall indicate ability/capacity to serve the State of Oklahoma. Bidder must further demonstrate that they will maintain at least one physical location in the Tulsa metropolitan area (Eastern) and in the Oklahoma City metropolitan area (Western), sufficiently staffed to operate (5 days a week during normal business hours) and serve the needs of refugees. Supplier may employ remote service provision to those in outlying areas.
 - 3.2.4. Bidder should give locations of service delivery sites, hours of operation, and accessibility to client population.
 - 3.2.5. Bidder should describe the facility(s) where services will be provided.
 - 3.2.6. Bidder should describe how they will serve RCA recipients who reside in locations where the bidder does not have a physical delivery site and include how it will accommodate applicants/recipients who have limited access to bidder's physical location(s) (i.e. e-filing applications, digital documentation sharing, e-signature capability).
 - 3.2.7. Bidder should exhibit familiarity of target population by describing the current refugee population within the state and the location of refugee concentrations across the state.
 - 3.2.8. Bidder should describe method for validating ORR-eligibility "status" of program applicants/recipients.
 - 3.2.9. Bidder should describe method for verifying that program applicants/recipient's "income" is within the program's income eligibility standards.

- 3.2.10. Bidder should describe method for verifying that program applicants/recipient's "resources" are within the program's maximum allowable resource amounts.
- 3.2.11. Bidder should describe method for verifying that program applicants/recipients meet (do not meet) "exemptions" from employment participation.
- 3.2.12. Bidder should describe method for verifying that program applicants/recipients meet "general" eligibility requirements.
- 3.2.13. Bidder should describe method for verifying monthly employment participation of all non-exempt RCA participants in employability services.
- 3.2.14. Bidder should provide a description of its monthly cash assistance disbursement process (including regular monthly cash assistance, income disregards, and bonuses).
- 3.2.15. Bidder should provide a description of its monthly client review process whereby it determines ongoing participant compliance and eligibility.
- 3.2.16. Bidder should provide a description of when/how it uses adverse action with program recipients.
- 3.2.17. Bidder should assure and provide a description of how services will be provided in a manner that is culturally and linguistically compatible with a refugee's language and cultural background.

4. Pricing

- 4.1. Pricing shall be proposed as a single per capita rate (price per person served) that incorporates the cost(s) of administratively running the program as outlined in the Scope of Work. Note: the per capita rate should not include RCA recipient direct cash assistance estimates. Direct cash assistance will be allocated separately.
 - 4.1.1. Bidder is required to submit a narrative that explains the capitation rate broken down by line item.
- 4.2. Value-added products and/or services within scope of the Acquisition may be included in the Bid.

5. Executive Summary and Company Information as stated on Bidder Instructions 7.2

6. The response to pricing shall be proposed as stated on Bidder Instructions 7.8

7. Business References are to be on Exhibit 02: Reference Sheet. A minimum of 3 references shall be included.

Exhibit 1
SCOPE OF WORK

THE REFUGEE CASH ASSISTANCE PROGRAM

I. **REFUGEE CASH ASSISTANCE**

A. **OPPORTUNITY TO APPLY FOR REFUGEE CASH ASSISTANCE**

The refugees applying for RCA will have a determination of eligibility made by the OKDHS RCA sub-recipient within 30 days of the date of application. The application date will be the date a refugee makes the request to apply.

Refugees in the State (includes the following counties: Alfalfa, Beaver, Beckham, Blaine, Caddo, Canadian, Carter, Cimarron, Cleveland, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Pontotoc, Pottawatomie, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods, and Woodward, Adair, Atoka, Bryan, Cherokee, Choctaw, Coal, Craig, Creek, Delaware, Haskell, Hughes, Latimer, LeFlore, McCurtain, McIntosh, Mayes, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Payne, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner and Washington) will make their application with the OKDHS RCA sub-recipient contracted to serve.

If the eligible applicant is determined to have an urgent need for cash assistance, the application will be processed by the OKDHS RCA sub-recipient within 3 business days from date they arrive at the office, and the initial payment will be issued on an emergency basis. In all cases, the applicant must be informed about the eligibility requirements and the rights and responsibilities of applicants and recipients under the program.

B. **DOCUMENTATION OF REFUGEE STATUS**

An applicant for assistance under title IV of the Immigration and Nationality Act must provide proof, in the form of documentation issued by the United States government that the applicant has one of the statuses as outlined by the Office of Refugee Resettlement (ORR):

[Status and Document Requirements](#)

1. When applying for benefits and services, individuals who meet the requirements must submit documents that demonstrate their eligibility. OKDHS RCA sub-recipient is responsible for reviewing submitted documentation and determining status eligibility prior to enrollment. ORR Policy Letter ([PL 16-01](#)) should be referenced that specifies the statuses and documents that confer eligibility for RCA program benefits. If unable to confirm status after checking documentation, which suggests eligibility, contact OKDHS via email at refugeeassistance@okdhs.org

C. GENERAL ELIGIBILITY REQUIREMENTS

Eligibility for refugee cash assistance is limited to those:

1. New arrivals whose residence in the country is within the RCA eligibility period determined by the ORR Director, or
2. Asylees recently granted asylum whose time since the date being granted asylum is within the RCA eligibility period determined by the ORR Director,
3. Ineligible for Temporary Assistance for Needy Families (TANF) State Supplemental Payment (SSP) Supplemental Security Income (SSI) (persons awaiting a decision for SSI eligibility are eligible until officially approved for SSI benefits), or Match Grant
4. Who are not full-time students in institutions of higher education, as defined by the Director of ORR,
5. Residents of Oklahoma and not receiving cash assistance in another state.

In determining eligibility for RCA, elderly or disabled refugees and refugees with dependent children shall be referred by OKDHS RCA sub-recipient to other cash assistance programs such as SSI, SSP, or TANF as applicable.

D. RESOURCES

The maximum allowable resource amount is per schedule [Appendix C-1 XIV.A.](#) for a family to be eligible to receive RCA.

Resources refer to real and personal property which has an available monetary value.

In determining eligibility based on resources, only those resources available for current use or those which the client can convert for current use with no legal impediment involved are considered as countable resources.

Countable resources include, but are not limited to:

1. cash savings and bank accounts (includes money on hand or in a bank account)
2. stocks and bonds
3. Equity of automobiles and other vehicles in excess of \$5,000.

Homes and items essential to day-to-day living such as clothing, furniture, and other similarly essential items of limited value are excluded as resources.

E. FINANCIAL ELIGIBILITY REQUIREMENTS

A family unit consists of an adult (over 17 years of age or emancipated), his/her spouse, and all minor (17 years of age and below) children for whom the family assumes financial responsibility. Adults living alone or with other adults are considered as single or separate family units. Legal Spouses living together must be considered as being in the same family unit. Minor children, 17 years of age or younger, living with an adoptive or biological parent, must be included in the same family unit with their biological or adoptive parent regardless of parent's marital status.

Included in determining the initial and continuing monthly financial eligibility for a family unit is all countable gross income to be received by the family unit for the month of application or month of re-determination.

Countable monthly income must be less than the payment standard for the number of eligible members. The maximum monthly benefit amount that a family unit can receive (excluding bonus incentives) is the payment standard for the number of eligible members in the family unit. This amount will be determined on a month-by-month basis until eligibility ends for all family unit members.

The maximum total benefit amount of RCA (plus incentive bonuses for the time eligibility period) that any family unit may receive is the payment standard amount times the number of months in the period of time eligibility as established by the ORR ([§ 400.60 \(a\)](#)). For example, the maximum benefit amount for twelve-month time eligibility period for a one-

person family unit would be \$2,280 (\$190 x 12 months), for a two-person family unit \$2,856 (\$238 x 12) etc. Once the maximum benefit amount is reached, the family unit is no longer eligible for cash assistance or incentive bonuses.

F. RCA PAYMENT STANDARD

OKDHS assures that the RCA payment standards will be equal to or in excess of OKDHS's TANF payment standards ([§ 400.60 \(b\)](#)). RCA payment standards listed below are approximately 5.5% greater than the current TANF payment standards. Proration of shelter, utilities, and similar needs does not factor into the RCA payment amount.

[RCA Payment Standard \(OKDHS Appendix C-1, Schedule XiV.A.\)](#)

Children who are born in the United States can be counted toward a family unit so long as the non-refugee child(ren) are born to an ORR-eligible parent or parents. Non-refugee children cannot, however, be counted toward the family unit size if one parent is a non-refugee. In this context, "refugee" refers to any ORR-eligible population.

For RCA, when a family unit requests benefits for an additional person (i.e., US born child) prior to certification/enrollment, a new application is not needed. A family unit is required, however, to complete a new application when requesting benefits for an additional person (i.e., US born child) after certification/enrollment.

When the additional member is eligible, the supplier adds the person to the RCA benefit effective the request date.

When the additional person increases the RCA benefit, the supplier prorates the initial month's supplemental benefits, as determined by the effective request date.

G. INCENTIVE BONUSES

Incentive bonuses will be available to eligible individuals; however, the maximum total benefit amount (RCA plus incentive bonuses) that any family unit may receive is the payment standard amount times the number of months in the period of time-eligibility as established by the ORR Director ([§ 400.60 \(c\)\(1\)](#)).

1. Early Job Acceptance Bonuses

When the refugee (i.e., any non-exempt employable adult in the family unit) obtains employment during the first 150 days after their date of arrival, an early job acceptance payment(s) of up to \$750 will be awarded to further assist the refugee with work related expenses.

The refugee submits to OKDHS RCA sub-recipient verification of their employment (such as a paycheck) and the employment related expenses(s) necessary for them to perform and maintain the job successfully. Such expenses include: automobile down payment, tools, uniforms, driving lessons, automobile insurance, etc. If expenditure(s) is appropriate, OKDHS RCA sub-recipient issues a bonus to the refugee. The bonus does not have to be paid out directly to a vendor. The request must be made within 60 days from the date of employment. Requests that are over 60 days from the date of employment will not be honored.

2. Job Retention Bonus

A bonus of up to \$100.00 per person in the household will be awarded to family unit(s) who become employed during the first 150 days and retain their employment through the end of the 10th month without re-applying for cash assistance.

The family unit(s) submits to the OKDHS RCA sub-recipient verification (e.g., a paystub) they were still employed through the 10th month.

The request must be made within 60 days from the end of the 10th month.

H. GENERAL PROVISIONS REGARDING INCOME

Income is defined as gain, payment, or proceed from labor, business, property, retirement, and other benefits received by the family unit. All available income, except that required to be disregarded by (See Section K. Disregarded Income), is taken into consideration in determining need. Income is considered available when actually received. Income reported timely is considered available the next effective date. When an individual's income is reduced due to recoupment of an overpayment or a garnishment, the gross amount before the recoupment of garnishment is counted as income. The individual is responsible for reporting all income, the source, amount, and regularity of receipt.

I. EARNED INCOME

Earned income refers to monies earned by an individual through the receipt of wages, salary, commission, or profit from activities in which the individual is engaged as self-employed or as an employee. After the first six months or arrival in the United States gross earned income is used to determine eligibility for RCA. (See Section K. Disregarded Income).

Earned income includes in-kind benefits received by an employee from an employer in lieu of wages or in conjunction with wages. An exchange of labor or services, for example, barter, is considered an in-kind benefit. Such benefits received in-kind are considered as earned income only when the employee and employer relationship has been established. The cash value of the in-kind benefits must be verified by the employer.

Countable self-employment income is the total gross income minus business expenses.

J. UNEARNED INCOME

Unearned income would be any income not stated in Section I. Earned Income.

This includes but is not limited to [\(OAC-340:60-1-3\(c\)\(1\)\(f\)\(iii\)\)](#):

1. dividends and interest
2. cash contributions
3. retirement, disability, and unemployment
4. worker's compensation
5. child support and alimony
6. rental income

K. DISREGARDED INCOME

Income which is disregarded from the determination of financial eligibility is as follows:

1. Benefits received through a cooperative agreement such as Department of Justice or Department of State – Reception and Placement benefits [\(§ 400.59\(d\)\)](#).
2. Loans
3. Money received from the sale of personal property (unless part of self-employment)
4. Income received by someone outside of the family unit, including a sponsor or anchor relative who is not in the family unit [\(§ 400.59\(c\)\)](#).
5. Tax refunds
6. Gifts
7. Lump sum inheritances or insurance payments,

8. Supplemental Nutrition Assistance Program (formerly known as the Food Stamp Program)
9. Earnings of a child younger than 18 years of age who is a full-time student
10. Refugee Medical Assistance or Medicaid benefits.
11. Housing and utility assistance
12. Income or resources remaining in the country of origin ([§ 400.59\(b\)](#)).
13. Earned income received during the first six months after arrival in the United States.
14. Preferred Communities benefits.

L. RESPONSIBILITIES OF OKDHS RCA SUB-RECIPIENTS

OKDHS RCA sub-recipient must not sub-contract any part of this contract.

OKDHS RCA sub-recipient must have (by 10/1/2025) and maintain at least one physical location in the Tulsa metropolitan area (eastern) or in the Oklahoma City metropolitan area (western), sufficiently staffed to operate (5 days a week) 8:00 AM to 5:00 PM and serve the needs of ORR-eligible populations living in the designated area(s). Remote service provision may be employed to those in outlying areas.

OKDHS RCA sub-recipient shall not serve those living outside of the agreed upon service area/region.

OKDHS RCA sub-recipient shall explain the rights, benefits, and responsibilities of the Refugee Cash Assistance Program. This information will preferably be in the native language of the applicant and must meet the guidelines established under Section V of this Scope of Work (See Section V. Non-Discrimination).

OKDHS RCA sub-recipient shall have the RCA applicant sign an agreement acknowledging that he or she has been advised of his or her right, benefits, and responsibilities and agreeing to abide by the terms of the program.

OKDHS RCA sub-recipient should allow RCA applicants the ability to make applications to the program digitally if distance or transportation is a barrier. This includes allowing for e-signatures and digitally scanning eligibility documentation.

OKDHS RCA sub-recipient shall:

- Provide RCA designed to support the refugee in efforts to become self-sufficient.

- Refer the refugee (if non-exempt) to an appropriate agency responsible for providing employment services to refugees. The Employment Services Provider will meet with and counsel the refugee regularly, particularly on matters related to employment goals as well as developing plans and identifying services and actions needed to help the refugee become employed and assist the refugee and other employable members of the family to find and keep jobs which lead to self-sufficiency.

- Apply sanction procedures and/or terminate all services if the refugee does the following:
 - fails to cooperate with an Employment Plan developed by the Employment Service Provider (if non-exempt)
 - fails to participate in employment activities or job and language training which is determined to be appropriate and part an employment plan as applicable (if non-exempt)
 - refuses employment offers without good cause (if non-exempt)
 - quits a job without first reaching an agreement with the Agency regarding their separation from employment (if non-exempt).
 - maintain contact with the Agency by completing regular program compliance certifications; and inform the Agency as soon as possible about changes in address, the size of membership in the family, any new income acquired, and particularly any job which is accepted by the refugee or any family member (all refugees, both exempt and non-exempt)
 - refuses to communicate with Agency regarding any changes in the case (all refugees, both exempt and non-exempt)

Responsibility of Providing Verification:

The verification process is to be explained to the eligible refugee(s) by the OKDHS RCA sub-recipient. This includes identifying the specific verification that must be submitted and alternative verifications that may establish the eligibility or payment factor and assisting in obtaining required verifications. Self-declarations may not be used to verify refugee status, date of entry, or participation in employment services. If the general or financial eligibility requirements cannot be determined by the OKDHS RCA sub-recipient because of the failure by any member of the family unit to cooperate by providing information

or verification, the family unit can be determined ineligible and cash assistance may be denied or terminated.

1. Verification and Determination of Income:

Earned Income: Earned income from wages shall be verified at application, whenever there is a change in the amount, and at any time a member of the family unit reports he or she has become employed. Earned income shall be verified by pay stubs or a written statement signed by the employer. Verification may also be documented via phone contact with the employer. Verification should include number of hours worked and the gross income amount. Income is converted to a monthly amount.

(A) Income received on a daily basis is converted to a weekly amount, then multiplied by 4.3.

(B) Income received weekly is multiplied by 4.3.

(C) Income received twice a month is multiplied by 2.

(D) Income received every two weeks is multiplied 2.15.

2. Self-employment Income: Earned income from self-employment is verified on a monthly basis by means of business records that show the total amount of income. Verification of business expenses associated with the gross income earned must also be provided.

3. Unearned Income: Unearned income is verified at application and whenever there is a change in the unearned income. Unearned income that is received more frequently than monthly shall be converted to a monthly amount in the same manner as earned income. Unearned income is verified by a copy of the benefit payment check, a copy of a benefit or award letter, financial institution statements, or a written statement indicating the amount and frequency of the payment from the agency or person making the payment. Verification may also be obtained through telephone contact with the source of the unearned income and documenting the frequency of payment and the amount.

M. RESPONSIBILITIES OF APPLICANTS/RECIPIENTS

RCA applicants/recipients shall sign an agreement acknowledging that he or she has been advised of his or her right, benefits, and responsibilities and agreeing to abide by the terms of the program.

In order to receive cash assistance from the OKDHS RCA sub-recipient, RCA recipients agree to the following:

- Register with the RSS Employment Services Provider and within 30 days of receipt of cash assistance, begin participating in employment services (if non-exempt).
- Cooperate in efforts of the RSS Employment Service Provider to help develop a plan for achieving early employment (if non-exempt)
- Seek a job as soon as possible, (if non-exempt)
- Pursue job opportunities and go to job interviews recommended or arranged by the RSS Employment Service Provider as soon as possible, (if non-exempt)
- Participate fully in services, workshops, training, or other activities recommended or arranged by the RSS Employment Service Provider, (if non-exempt)
- Participate in a social service or targeted assistance program arranged by the RSS Employment Service Provider as part of the plan to become self-sufficient; (if non-exempt)
- Accept and follow up on job referrals; (if non-exempt)
- Maintain contact with the OKDHS RCA sub-recipient by completing regular program compliance certifications; and inform them as soon as possible about changes in address, the size of membership in the family, any new income acquired, and particularly any job which is accepted by the refugee or any family member; (all refugees, both exempt and non-exempt)
- Make every effort to keep a job and avoid losing employment by abiding by the requirements of the job; (if non-exempt)
- Contact OKDHS RCA sub-recipient if problems on the job arise which could lead to possible loss of employment; (if non-exempt)

N. PARTICIPATION IN EMPLOYMENT SERVICES

As one of the primary goals of the RCA program is for refugees to obtain economic self-sufficiency within the shortest possible time after entering the U. S., there is an emphasis on early employment ([§ 400.79\(c\)\(2\)](#)).

Therefore, non-exempt members of a family unit must participate in an employment plan developed by the refugee and the Refugee Support Services (RSS) provider to be eligible for RCA ([§ 400.75\(a\)\(1\)](#)). The employment plan will list an employment goal, the barriers that need to be

addressed and the plan to remove the barriers in order for the employment goal to be met.

Refusal to complete the employment plan, participate in the activities detailed in the plan, to accept appropriate employment or to voluntarily terminate employment without good cause will result in the family unit being ineligible for RCA ([§ 400.82\(a\)](#)).

All good cause situations are temporary in nature.

Examples of good cause are:

1. Appropriate childcare for the child(ren) is not available
2. Court-required appearance or incarceration
3. Attendance at parent and teacher conferences
4. A family crisis or markedly changed individual or family circumstances
5. Unavailability of planned transportation
6. Occurrence of inclement weather
7. Job referral not meeting the appropriate criteria.

O. CRITERIA FOR JOB PLACEMENT

The following criteria ([§ 400.81](#)) will be followed when assisting a refugee in a job placement.

1. Assignments must be within the scope of the individual's employment plan. (The plan may be modified if needed.)
2. Refugee must be able to meet the job requirements.
3. Total commuting time to and from work may not exceed 2 hours.
4. Work site to which refugee is assigned must not be in violation of applicable Federal, State or local health and safety standards.
5. Work assignments may not be made on a discriminatory basis.
6. Work assignments may be temporary, part-time, full time or seasonal.
7. The wage earned shall meet Federal or State minimum wage laws, and if this is not applicable, the wage shall not be substantially less than the wage normally paid for similar work.
8. Total number of days and hours worked shall not exceed those customary to the occupation.
9. No individual will be required to accept work if the position is available due to strike, lockout, or other bona fide labor dispute or if the client would have to work contrary to his or her union membership.

P. EXEMPTIONS FROM EMPLOYMENT PARTICIPATION

A family member is exempt from employment participation if they are:

1. Under the age of 16.
2. Under the age of 18 and a full-time student, or age 18 and a full-time student in secondary school or equivalent level of technical or trade, and reasonably expected to complete the program before age 19.
3. Mentally or Physically Incapacitated: Incapacity must be serious enough to prevent participation in employment services and there must be medical documentation to substantiate condition.
4. 65 or older.
5. Caring for another member of household who has a physical or mental impairment, which requires care in the home on a substantially continuous basis, and no other appropriate member of the household is available.
6. A parent or other caretaker relative of a child under age 1 who personally provides full-time care of the child with only very brief and infrequent absences from the child. (Only one parent or caretaker may be exempt in a household.)
7. Pregnant and the child is expected to be born with the next 6 months. Pregnancy must be medically verified.
8. Non-employable Cuban and Haitian entrants, per Section [501 of the Refugee Education Assistance Act of 1980 \(Public Law 96-422\)](#), in pending removal proceedings and have not received a final removal order.

Q. PAYMENT PROCEDURES

Regular RCA payments shall be made on a monthly basis after establishing eligibility of the family unit using the date of application as the date RCA begins. The application date is the date a refugee makes the request to apply. Alternative payment schedules may be implemented for initial payments, emergency situations or for payment of incentive bonuses. In situations where a refugee has an urgent need for cash assistance, the OKDHS RCA sub-recipient should process the application for cash assistance within 3 business days and issue the initial payment to the refugee on an emergency basis ([§ 400.52](#)). “As quickly as possible” is defined as “within 3 business days.”

RCA recipients are required to sign and date a disbursement voucher prior to receipt of cash assistance (e.g., regular monthly

cash assistance, bonus, income disregard). This shall be completed in person when possible. In the instance when transportation becomes a barrier, a mailing option may be utilized if deemed necessary and will be determined on a case-by-case basis.

OKDHS RCA sub-recipient is responsible for making RCA payments by either check or debit card. A copy of the check stub or debit card transaction should be maintained in the refugee's case file along with any/all disbursement vouchers.

R. NOTICE OF ADVERSE ACTION

Applicants and recipients shall be given a notice of any action to deny, reduce, suspend or terminate assistance. The notice shall contain the following ([§ 400.54\(a\)\(2\)](#)).

1. A statement of the intended action,
2. The reason for the intended action,
3. An explanation of the right to request a fair hearing.

The notice of adverse action shall be mailed or given to the applicant or recipient at least ten calendar days ([§ 400.54\(a\)\(1\)](#)) before the effective date of the proposed action with the following exceptions:

1. There is factual information that the applicant or recipient has died,
2. The applicant or recipient has notified in writing that he or she no longer wishes to participate,
3. The refugee has been institutionalized,
4. The applicant or recipient has been determined eligible for SSI, SSP, or TANF, Match Grant,
5. The applicant or recipient has moved out of the state.

OKDHS RCA sub-recipient notices shall be made available in written form in English and in appropriate languages where a significant number or proportion of the recipient population needs information in a particular language.

S. OVERPAYMENTS AND UNDERPAYMENTS

In instances of over or ineligible payments made as a result of errors by OKDHS RCA sub-recipient(s), the agency shall attempt to recover the amount of the over or ineligible payment from the recipient but will be responsible for any non-allowable payments made and not recovered.

In instances of over or ineligible payments made because of the applicant's or recipient's failure to provide accurate information, OKDHS RCA sub-recipient shall withhold any payments due to the recipient until full payment by written request of the recipient, giving a minimum of thirty days for restitution.

In instances of under-payments, adjustments in the benefit amount shall be made upon discovery of the error by the OKDHS RCA sub-recipient.

T. HEARING PROCESS

If a refugee disagrees with any adverse action taken on their case, they can request a fair hearing, either orally or in writing ([§ 400.54\(b\)](#)).

The contracted OKDHS RCA sub-recipient will be responsible for conducting the hearing. and using an impartial official who has not been involved directly in the initial determination of the action in question. This shall be an oral hearing and allow the RCA applicant or recipient an opportunity to contest adverse determinations ([§ 400.54\(b\)\(1\)\(i\)](#)).

A final appeal can be made to the State Refugee Coordinator who will conduct a final in-person hearing to decide the matter if necessary ([§ 400.54\(b\)\(1\)\(ii\)](#)).

Hearings must be requested within 30 days of the date of the Notice of Adverse Action/ Benefits may be continued pending the outcome of the hearing(s) but are subject to recovery by the agency if the action is sustained (i.e., if benefits are continued and the decision on the hearing is not decided in the refugee's favor, there will be an overpayment on the RCA benefits received during the time period pending the outcome of the hearing) ([§ 400.54\(b\)\(4\)](#)).

U. REFUGEE SUPPORT SERVICES

OKDHS RCA sub-recipients will ensure that non-exempt RCA recipients understand the employability services participation requirement ([§ 400.75\(a\)\(1\)](#)) by agreeing to and signing the RCA agreement, and are subsequently referring them to the RSS provider for such services. This includes securing confirmation that refugee client(s) register and participate in RSS employability services. Case record should reflect verification of referral, registration, and on-going monthly re-verification of participation in RSS employability services.

V. NON-DISCRIMINATION

OKDHS RCA sub-recipients must implement a non-discrimination policy that assures that refugees will be provided assistance and services regardless of race, color, age, sex, handicap, religion, political belief or national origin.

OKDHS RCA sub-recipients shall assure that assistance and services will be provided in a manner that does not discriminate against clients with limited English proficiency (LEP). In order to make this assurance, OKDHS RCA sub-recipients will adhere to Title VI policy and provide for the following:

1. Assessment: An assessment of the language need of the population to be served will be conducted to include the following:
 - a. The languages likely to be encountered will be identified.
 - b. The number of LEP people eligible for services or likely to be affected by the program will be estimated.
 - c. The languages of LEP clients will be recorded in case files.
 - d. Resources to implement language access programs or to accommodate LEP persons will be identified.
 - e. Arrangements to access resources will be made.
2. Written Policy on Language Access: Written policies on language access will be completed to include assessment, notice of right to assistance, oral assistance, translation of written materials, and staff training and monitoring. The policy should clarify the following components:
 - a. The provision of oral interpretation by the hiring of bi-lingual staff, contracting for interpreters and/or organizing volunteers to provide interpretation.
 - b. The provision of written translation of routine materials when warranted by the significance of the document and the number of refugee clients served.
 - c. The notification of LEP persons right to assistance through signs in waiting room, and/or translated information documents.
3. Training of Staff: Staff training to ensure that employees are knowledgeable about LEP policies and procedures will be conducted and will be part of the orientation for new employees.
4. Monitoring: Monitoring of compliance with LEP policies and procedures will be conducted periodically and include feedback from staff, clients, and advocates.

W. CONFIDENTIALITY

Per [45 CFR 400.27](#), information given to OKDHS and its RCA sub-recipients will be kept confidential, unless directly related to the administration of the RCA program. Any physical case files are maintained in locked cabinets.

X. REPORTING

OKDHS RCA sub-recipients are responsible for program data tracking and submitting the following reports to OKDHS throughout the year:

1. Monthly Reports (Monthly Service Report due the 15th of each month)
2. Semi-annual Reports (ORR-6 Schedule A & B due May 1st and November 1st)
3. Annual Report (ORR-5 due December 1st)



Date of Issuance: 08/19/2025
Requisition No. N/A

Solicitation No. EV00000777
Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

RETURN TO: [Supplier Portal \(oklahoma.gov\)](http://oklahoma.gov)

Cini Zacharia
Contracting Officer
405-522-9078
Phone Number
Cini.zacharia@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice of the following questions concerning this solicitation, received during the Q&A period, which closed on 08.19.2025 at 3PM. All questions and procurement/agency responses are detailed below:

Question#1

Attachment A page 1 last paragraph states:

"...for up to 12 months from date of admission to the U.S. in qualifying status,..."

Exhibit #1 SOW pages 3-4 states:

"...the maximum benefit amount for twelve-month time eligibility period...."

In addition, Exhibit #1 SOW page 5 references early job acceptance bonuses at

"...150 days after their date of arrival,..."

and job retention bonus will be paid:

"...the end of the 10th month..."

These references to services beyond 4-months is in conflict with the Federal Register Notice on March 21, 2025, that reduced the eligibility period for Refugee Cash assistance and Refugee Medical Assistance from 12 months to four months.

Answer:

This was updated after we created the RFP. I missed that piece of the language as some individuals are still under the original 12 months and the ones that arrived after May 5, 2025, are now under the new 4 months of eligibility. I have attached the Policy Letter. We are still awaiting updated state plan approval and DHS policy approval. But that is correct a person arriving before May 5th are eligible for 12 months and those arriving after May 5th are only eligible for 4. Please see the updated PDF doc named PL 25-13 on the supplier portal for reference.

Question #2

Attachment A.I.4.1. States "Pricing shall be proposed as a single per capita rate". Is this price per person in the family or per head of household. For example: If a family of 4 applies for RCA, is the price per capita 1 because the head of the household is the client or do we price it for 4 because all four members are clients?

Answer:

It would be per person in the household. If the household size is 1, they would be paid for 1 person. If the household size is 4, they would be paid for 4 persons.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**) _____
Date

Authorized Representative Name (**PRINT**) _____
Title Authorized Representative Signature

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 debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 4.9 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

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

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

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, and Americans with Disabilities Act of 1990;
 - E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
 - F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at e-verify.gov.

- I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at e-verify.gov. 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, OK 73105

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

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

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. § 85.7(F), where federal granted funds

are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, Statutes of Limitations.

26.2 Employment Relationship

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

26.3 Transition Services

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

26.4 Publicity

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

26.5 Open Records Act

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

26.6 Failure to Enforce

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

26.7 Mutual Responsibilities

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

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

26.8 Invalid Term or Condition

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

26.9 Severability

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

26.10 Section Headings

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

26.11 Sovereign Immunity

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

26.12 Survival

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

26.13 Entire Agreement

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

26.14 Gratuities

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

26.15 Import/Export Controls

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

ATTACHMENT E
RESPONSE TO SPECIFICATIONS
Program Response: Scope & Description

Introduction

The Spero Project (Spero) is honored to present this proposal to administer the Refugee Cash Assistance (RCA) program in Oklahoma. Our mission has always been to empower individuals and families to build stable, self-sufficient lives. Spero believes that refugees—arriving with courage, resilience, and determination—deserve a responsive and compassionate system that enables them to succeed. With sixteen years experience in refugee services, robust partnerships across the state, and a commitment to compliance and innovation, Spero is uniquely positioned to fulfill the requirements outlined in Exhibit 1 while advancing the core goals of the RCA program: stability, dignity, and rapid integration into the workforce.

Spero brings proven expertise and infrastructure to deliver the Refugee Cash Assistance (RCA) program statewide, ensuring compliance with OKDHS requirements while centering accessibility, cultural responsiveness, and client success. With a sixteen year history of serving refugee and immigrant populations in Oklahoma, Spero is uniquely positioned to meet the geographic, staffing, and service standards outlined in this Scope of Work.

To ensure equitable access, Spero will maintain at least one fully operational office in both the Tulsa metropolitan area (Eastern region) and the Oklahoma City metropolitan area (Western region). Each office will be staffed with a dedicated team of program coordinators, case managers, and eligibility specialists trained in RCA policies, ORR guidelines, trauma-informed practices, and culturally appropriate service delivery. By leveraging existing community partnerships and multilingual staff, Spero ensures that every applicant receives accurate, timely, and accessible support.

Beyond meeting the minimum requirement of maintaining two physical locations, Spero will enhance service accessibility through **innovative remote service provision**. Recognizing that many refugees settle in rural and outlying communities, Spero will provide:

- **A secure online application portal** for intake and eligibility screening.
- **Electronic signature capability** for required agreements and compliance forms.
- **Virtual case management and compliance check-ins** to reduce transportation barriers.
- **Multilingual digital support materials** to expand access for Limited English Proficiency (LEP) clients.

Spero's dual service model — in-person and remote — ensures that no client is excluded from access to RCA, regardless of where they reside in the state.

Equally important, Spero has built internal systems to guarantee compliance and accountability. Spero's program monitoring framework includes:

- Routine **staff training and cross-training** to ensure consistent service delivery.
- **Quality assurance reviews** of case records and eligibility determinations.
- **Data-driven reporting systems** aligned with OKDHS and ORR requirements (monthly, semi-annual, and annual).
- **Client feedback loops** to improve service delivery and uphold dignity, trust, and responsiveness.

Spero's presence in both Oklahoma City and Tulsa, combined with the organization's deep experience developing services for refugee families, strong community partnerships, and proven administrative capacity, makes Spero a reliable and innovative partner for OKDHS. By integrating compliance, accessibility, and compassion into the organizational service model, Spero demonstrates not only the ability to meet the requirements of this contract, but also the commitment to advancing OKDHS's mission of supporting refugees on their path to self-sufficiency.

Spero affirms that the organization will not subcontract any part of the Refugee Cash Assistance program. All aspects of program administration — including intake, eligibility determination, case management, compliance monitoring, and reporting — will be carried out directly by Spero staff. This commitment ensures that program delivery remains consistent, accountable, and fully aligned with OKDHS standards.

By maintaining direct control of all services, Spero is able to uphold the highest levels of quality assurance, safeguard client confidentiality, and ensure compliance with state and federal requirements. This approach also allows Spero to maintain strong relationships with refugee clients, foster trust through direct service interactions, and ensure that services are delivered by trained staff who understand the program's requirements and the unique needs of refugee populations.

Through this direct service model, Spero demonstrates full capacity to independently manage all aspects of the Refugee Cash Assistance program without reliance on subcontractors, ensuring accountability and program integrity throughout the contract period.

Current Target Population

Spero demonstrates a deep understanding of the refugee populations currently residing in Oklahoma and the ways in which their cultural and geographic distribution shapes service delivery. Over the past decade, Oklahoma has welcomed thousands of refugees from diverse backgrounds, with the largest numbers arriving from **Myanmar, Afghanistan, Cuba, Haiti, and several Central and South American countries**. More recent arrivals reflect global displacement trends, including families from Afghanistan, Venezuela, Nicaragua, and Eritrea. Each group brings unique strengths and cultural traditions, while also facing distinct challenges in employment, language acquisition, and integration.

The state's two primary metropolitan areas serve as the central hubs of refugee resettlement. In **Oklahoma City**, the refugee population is broad and diverse, with many families concentrated near the well-known "Asian District." This area has developed into a cultural and economic hub where refugees and immigrants from across Asia access familiar foods, places of worship, and community support. In **Tulsa**, the refugee community is particularly visible in the enclave known as "Zomi Town," where an estimated **7,000–9,000 Zomi refugees from Myanmar** have established a thriving community. This group has created a strong network of churches, community associations, and businesses that both preserve cultural identity and support integration into the broader city.

Outside of the two metro areas, refugees and related immigrant populations have also established concentrations in other parts of the state. **Enid** is home to one of the largest **Marshallese communities** in the country, numbering approximately 2,800 residents. This community brings unique linguistic and cultural needs, particularly around health and education services. Meanwhile, **Guymon**, located in the Oklahoma Panhandle, has welcomed a smaller but growing number of African refugees and other immigrant groups who contribute significantly to the local workforce, particularly in food processing and agricultural industries.

By understanding where refugees live and the cultural contexts they bring with them, Spero is well-positioned to tailor services that are both accessible and culturally responsive. In Oklahoma City and Tulsa, Spero will leverage proximity to established communities, ensuring that language access, employment services, and community partnerships align with the largest concentrations of refugee families. In outlying areas such as Enid and Guymon, Spero will use remote service provision combined with periodic in-person visits to ensure that refugees in smaller or rural communities are not overlooked.

This familiarity with the refugee landscape across Oklahoma ensures that Spero's approach is not one-size-fits-all, but rather grounded in the lived realities of the people it serves. By recognizing both the demographic patterns and the cultural strengths of these communities, Spero will deliver services in a way that supports integration, stability, and long-term self-sufficiency for refugee families throughout the state.

Cultural Competency

Spero is deeply committed to providing services that are both culturally responsive and linguistically accessible, ensuring that every refugee client can fully participate in and benefit from the Refugee Cash Assistance (RCA) program. Recognizing that refugees come from diverse cultural and linguistic backgrounds, Spero has developed a comprehensive approach that removes barriers to communication and fosters trust, dignity, and inclusion.

All program staff will receive training in cultural humility, trauma-informed care, and the unique experiences of refugee populations. This training equips staff to engage with clients respectfully,

acknowledge cultural differences, and adapt services to align with community norms and values. Spero also employs a diverse team of professionals, including bilingual and bicultural staff who reflect the communities being served. Staff who share language and cultural backgrounds with clients provide not only translation but also context and cultural insight, strengthening rapport and client engagement.

To ensure language accessibility, Spero will provide interpretation and translation services in all major refugee languages represented in Oklahoma. This will include on-site interpreters, telephonic interpretation, and translation of key program documents into multiple languages. Spero will maintain partnerships with professional interpretation providers to guarantee access to less common languages, ensuring that no client is excluded due to linguistic barriers. Clients will be informed of their right to free interpretation services, and staff will be trained to proactively offer language support rather than waiting for clients to request services.

Cultural considerations will also be built into program delivery. For example, case managers will be sensitive to cultural norms regarding family roles, gender dynamics, and communication styles. Group orientations and trainings will be scheduled at times and locations that are accessible to families, and materials will be adapted to account for different literacy levels. Spero will also engage with local refugee community leaders and cultural liaisons to receive feedback and continually improve services so they remain responsive to client needs.

By embedding cultural and linguistic compatibility into every stage of service delivery, Spero ensures that clients are not only able to access RCA benefits but also feel respected and supported throughout the process. This approach strengthens trust, enhances client participation, and ultimately helps refugees achieve long-term stability and integration in Oklahoma.

Eligibility

When an individual applies for Refugee Cash Assistance (RCA), the first step is to establish that the person has an eligible immigration status. The applicant must provide original U.S. government documentation proving they belong to a status recognized by the Office of Refugee Resettlement (ORR), such as a refugee, asylee, special immigrant visa holder, or another qualifying category. The sub-recipient is responsible for reviewing these documents and confirming that the person qualifies before enrollment. Self-declarations cannot be accepted for refugee status or date of entry. If the documentation suggests eligibility but the sub-recipient cannot confirm it, the case will be referred to OKDHS by emailing refugeeassistance@okdhs.org.

Once immigration status is verified, the sub-recipient must determine whether the applicant meets the general eligibility requirements. Assistance is only available to people who are within the ORR-defined eligibility period (typically twelve months from the date of entry to the United States or the date asylum was granted). Applicants must also be residents of Oklahoma and may

not be receiving cash assistance in another state. They cannot be eligible for other cash assistance programs such as TANF, SSI, State Supplemental Payment, or Match Grant. In addition, full-time higher education students are generally not eligible unless exempted by ORR.

Income must also be verified and counted appropriately. Earned income from employment is verified using pay stubs, written employer statements, or phone confirmation with the employer. The verification must record gross income and hours worked. Income received on irregular schedules is converted to a monthly figure. For self-employment, business records must be used to verify gross income and allowable expenses. Unearned income—such as unemployment benefits, child support, or retirement income—must be documented through checks, bank statements, or written confirmation from the payer. Certain types of income are excluded, including SNAP benefits, Medicaid, housing assistance, tax refunds, gifts, and the first six months of earned income after U.S. arrival.

Throughout the process, the applicant is responsible for providing verification and reporting any changes in household size, income, employment, or address. The sub-recipient must explain the verification process clearly, identify which documents are required, and assist applicants in obtaining them. If an applicant refuses or fails to provide the required verification, the family unit may be determined ineligible and assistance may be denied or terminated.

Spero will implement eligibility standards consistently and fairly, making sure RCA is directed toward everyone who qualifies: new arrivals, asylees, SIVs, and other qualifying groups within the eligibility timeframe. For families who may be eligible for SSI, SSP, or TANF, Spero will actively guide them toward those resources, ensuring they maximize the support available. In this way, Spero sees the organization's role not just as administrators of RCA, but as advocates for holistic family well-being.

In summary, eligibility verification requires confirming refugee status with official documents, checking that the applicant meets residency and program eligibility rules, assessing resources and income against program standards, and documenting all findings in the case record. This process ensures that only eligible refugees receive RCA benefits and that compliance with ORR and OKDHS rules is maintained.

Access to Services

Spero affirms the organization's full capacity to serve the State of Oklahoma through the Refugee Cash Assistance (RCA) program. To meet OKDHS requirements and ensure statewide access, Spero will maintain at least one physical office in both the Oklahoma City metropolitan area (Western region) and the Tulsa metropolitan area (Eastern region).

Spero currently operates a fully staffed service location in Oklahoma City at **4045 NW 64th St., Suite 500, Oklahoma City, OK 73116**. This office is open Monday through Friday, from 8:00

a.m. to 5:00 p.m., providing clients with consistent access during normal business hours. If awarded the contract, Spero will establish and open a physical office in the Tulsa metropolitan area by **October 1, 2025**. The Tulsa office will mirror Oklahoma City's schedule and staffing model, operating Monday through Friday, 8:00 a.m. to 5:00 p.m., and equipped to deliver all RCA program functions.

Each office will be staffed with trained personnel, including program coordinators, eligibility specialists, and case managers. Staff will receive comprehensive training in RCA eligibility rules, ORR regulations, cultural and linguistic accessibility, and client confidentiality standards. To ensure uninterrupted service delivery, Spero will implement cross-training and contingency staffing plans. Offices will also provide private meeting areas for client consultations, secure systems for case file management, and interpreter access to meet Limited English Proficiency (LEP) requirements.

Recognizing that refugee families are also located outside metropolitan centers, Spero will extend services statewide by employing **remote service provision**. Remote options will include a secure online application portal, electronic signatures, virtual case management appointments, and mobile-friendly document submission tools. These methods ensure that refugees in outlying and rural communities have equal access to the RCA program without unnecessary travel burdens.

Through Spero's established Oklahoma City office, the planned Tulsa office, and innovative remote service strategies, Spero demonstrates not only compliance with contract requirements but also a strong commitment to accessibility, accountability, and client-centered care. This dual presence, combined with statewide service reach, ensures that refugees across Oklahoma will receive timely, high-quality assistance on their path to stability and self-sufficiency.

Intake Process

Spero understands that the foundation of the Refugee Cash Assistance (RCA) program is ensuring that benefits are provided only to individuals who meet the eligibility requirements established by the Office of Refugee Resettlement (ORR). To that end, Spero will implement a clear, consistent process for validating the ORR-eligibility status of all applicants and recipients at intake and throughout their participation in the program.

At the time of application, case managers will collect and review official immigration documents that verify an individual's immigration status. These may include an I-94 Arrival/Departure Record stamped "Refugee," an Employment Authorization Document (EAD) with the appropriate category code, an I-551 Permanent Resident Card showing refugee or asylee status, or other ORR-approved documentation. Spero staff will be trained to recognize the full range of documents and codes that establish eligibility, and will reference current ORR and OKDHS guidance to ensure accuracy.

Case managers will document the verification in the client's case file, uploading copies of immigration documents for auditing and reporting purposes.

Eligibility validation does not end at intake. During monthly reviews, case managers will revisit immigration documentation and program timeframes to ensure that participants remain within the allowable eligibility window (such as the eight-month RCA limit from date of entry or status grant). Any change in status, such as adjustment to lawful permanent residence, will be documented, and eligibility redetermined accordingly.

Program Compliance and Management

Spero recognizes that accurate and consistent verification of employment participation is essential to the success of the Refugee Cash Assistance program. To meet this requirement, Spero will use a direct, client-centered approach that balances accountability with accessibility.

Each non-exempt RCA participant will be assigned a case manager who will maintain close contact with them throughout their enrollment. On a monthly basis, case managers will work with participants to collect and review documentation that confirms ongoing employment or engagement in employability services. Participants will be asked to submit pay stubs, employer letters, or other proof of hours worked and wages earned. Recognizing that some participants may face barriers to providing this documentation, Spero will offer multiple submission options, including in-person delivery, secure electronic upload, and mobile-friendly submission tools.

In addition to reviewing documents provided by participants, case managers will confirm employment directly with employers when necessary. This may include phone or email verification, or requesting signed confirmation of hours and wages. This dual approach — relying on both participant documentation and employer verification — ensures accuracy while maintaining trust and engagement with both clients and local businesses.

All documentation collected will be reviewed by the case manager and recorded in Spero's case management system, which is designed to align with OKDHS reporting requirements. Supervisors will conduct periodic reviews of files to confirm that verification is complete, timely, and compliant with federal and state standards. By integrating quality checks into the process, Spero ensures that errors are minimized and that all data reported to OKDHS reflects verified participation.

Through this ongoing monthly process, Spero not only confirms compliance but also strengthens relationships with clients and employers. Case managers use check-ins as opportunities to provide encouragement, address challenges participants may be facing in the workplace, and connect them to additional supports if needed. In this way, employment verification becomes more than just a compliance task — it becomes part of a holistic support system that helps refugees achieve long-term stability and self-sufficiency.

To verify the monthly employment participation of all non-exempt RCA participants, Spero's approach emphasizes close coordination with the Refugee Support Services (RSS) Employment Services Provider, clear communication with participants, and consistent documentation.

When an ORR eligible individual is determined eligible for RCA, Spero will first ensure that they are promptly referred to the designated RSS Employment Services Provider. At that point, Spero will obtain confirmation that the participant has registered and is engaged in employability services. This initial verification will establish the baseline for ongoing tracking.

Each month, Spero will confirm continued participation through a twofold process. First, Spero will receive documentation directly from the Employment Services Provider—such as attendance records, case notes, or monthly activity reports—that demonstrate the individual's involvement in services like job readiness workshops, English language training, employment counseling, or other agreed-upon activities. At the same time, participants will complete monthly compliance certifications with the Spero office, reporting on their progress, employment activities, and any job search outcomes. These self-reports will be cross-checked with provider verification to ensure accuracy and completeness.

If there are any discrepancies or indications that a participant is not fully engaging in services, Spero will follow up directly with both the participant and the Employment Services Provider to clarify the situation. When non-compliance is confirmed, Spero will apply the sanction procedures outlined in the RCA program guidelines, up to and including the suspension or termination of assistance when appropriate.

All verification outcomes will be logged into Spero's case management system, which will serve both as a compliance record and as a tool for monitoring trends. This information will also be incorporated into Spero's required monthly, semi-annual, and annual reports to OKDHS. By combining provider-issued documentation, participant self-reporting, and consistent follow-up, Spero will ensure that every non-exempt RCA participant is meeting the employment participation requirements necessary for the program.

Supervisory staff will conduct periodic file reviews to confirm that eligibility verification has been properly completed and recorded, ensuring consistency and compliance with ORR and OKDHS standards.

Through this layered approach — document review, electronic verification, monthly eligibility checks, and supervisory oversight — Spero ensures that every RCA participant has a validated ORR-eligible status, income requirements are met, and that program integrity is maintained at all times.

Financial Accounting

Spero will administer cash assistance disbursements in a manner that is timely, accurate, and fully compliant with OKDHS and federal guidelines. The disbursement process will include regular monthly cash assistance, the application of income disregards, and the issuance of incentive bonuses when applicable.

A prorated check will be issued within 7 business days of initial enrollment in the program. Subsequent checks will be issued by the 10th of the month following income verification. Bonuses will be paid out within 7 business days of verification. All cash assistance will be tracked to ensure recipients do not exceed their maximum benefit. If the maximum benefit is reached before the eligibility time period ends, the final check will be reduced to reflect the amount remaining in the case.

Case Compliant Closure

Spero will implement a structured case closure process that ensures compliance with RCA policy while maintaining dignity and transparency for participants. Case closure will occur when a participant is no longer eligible for benefits, either due to reaching the program's maximum time limit, exceeding allowable income or resources, securing alternative forms of assistance (such as TANF, SSI, or SSP), moving out of state, voluntarily withdrawing, or failing to comply with program requirements.

During the closure process, staff will ensure that all documentation is up to date in the participant's case file, including income verifications, family composition updates, and employment service participation records. Prior to closure, staff will make every effort to confirm whether the participant is eligible for alternative assistance programs and, when appropriate, will provide referrals to TANF, SSI, SSP, or other community resources to prevent gaps in support. In the case of participants who have successfully transitioned to employment and self-sufficiency, the closure will be framed as a positive milestone, and the participant will be informed of any remaining support, such as retention bonuses, that may still be available.

Once the case is officially closed, Spero case managers will send a letter of closure and will update the case management system and ensure that all disbursement records, notices, and correspondence are filed in compliance with confidentiality and record retention policies. Closure data will also be included in required reports to OKDHS.

Through this process, the bidder will ensure that case closures are handled consistently, fairly, and in compliance with RCA regulations, while providing participants with clear communication, referrals, and opportunities to appeal adverse actions.

Case Non-Compliant Closure

Spero recognizes that adverse action is a necessary component of program integrity and accountability, but also that it must be applied with fairness, transparency, and cultural sensitivity. Adverse action will only be taken when a participant is no longer eligible for Refugee Cash Assistance (RCA) or has failed to comply with program requirements after reasonable efforts at support and correction have been made.

The process begins with thorough review and documentation by the client's case manager. If an issue arises — such as failure to participate in required employability services, failure to provide necessary verification, or changes in income or household composition that impact eligibility — the case manager will first attempt to resolve the matter through direct communication and support. Clients will be given the opportunity to provide clarification, submit missing documents, or correct the issue within a reasonable timeframe. RCA checks will be suspended until the client comes back into compliance with program guidelines.

If the client remains non-compliant or ineligible after these efforts, Spero will issue a **written notice of adverse action**. This notice will be provided in the client's preferred language and will include a clear explanation of the reason for the action, the effective date, and the client's rights to appeal or request a fair hearing. Notices will be delivered in a timely manner, in accordance with OKDHS and ORR requirements, to ensure that clients are fully informed and have sufficient opportunity to respond. The case will be closed 30 days from the date of the written notice of adverse action if the client has not begun returning to compliance.

Spero will also ensure that all adverse action decisions are reviewed and approved by a program supervisor prior to issuance, adding a layer of oversight and consistency. Throughout the process, interpretation and translation services will be offered so that language is never a barrier to understanding or exercising rights.

Adverse action, while sometimes necessary, will never be Spero's first step. It will be used only after supportive interventions and corrective opportunities have been exhausted. In this way, Spero balances compliance with compassion, maintaining program integrity while respecting the dignity and rights of every refugee client.

If the closure is due to non-compliance, the file will include evidence of missed appointments, failure to participate in employment services, or refusal of appropriate job offers, along with documentation of communication attempts made to re-engage the participant.

Data Management and Reporting

In administering the Refugee Cash Assistance (RCA) program, Spero is committed to managing data in a way that is accurate, secure, and transparent. From the moment a refugee applies for

assistance, their information is entered into a centralized case management system designed to keep all records organized and accessible. Whether applications are completed in person, digitally, or by mail, staff ensure that each case is recorded within 24–48 hours. Supporting documents—such as proof of refugee status, employment verification, or income information—are uploaded directly into the client’s digital file so that all necessary information is stored in one secure location.

Once a case is established, the system allows staff members to carefully track each step of the client’s progress. Every client is assigned a unique case identifier, linking their eligibility period, benefit payments, and participation in employment services. Automated alerts help staff stay ahead of deadlines, such as upcoming payments or end of eligibility, and reminders are generated for income changes or employment verification updates. This ensures that no case falls behind and that each family receives the support they are entitled to in a timely manner. This tracking will eliminate overpayments as well.

Security is central to how RCA data is handled. Physical files are stored in locked cabinets, while electronic records are protected in a password-restricted database with role-based access, so only authorized staff can view or edit sensitive information. Staff members receive training on confidentiality and the handling of personally identifiable information, and the system is audited regularly to make sure we remain compliant with state and federal standards.

When it comes to reporting, our approach is both systematic and proactive. Each month, data from the case management system is compiled into a service report, which is submitted to Oklahoma DHS by the 15th. Twice a year, semi-annual ORR-6 reports are produced, and at the end of each year, the ORR-5 annual report is completed. Both reports will be produced by working with the RSS providers to integrate both sets of data into the report. Before any report is submitted, the data goes through an internal review process to verify accuracy. In addition, the team uses dashboards and visualization tools to monitor data in real time, which not only helps prepare reports but also allows staff to spot trends and address challenges early.

Finally, Spero views data management as an ongoing process of improvement. Staff feedback, client experiences, and monitoring results all help us identify where processes can be strengthened. Whether it’s refining intake procedures, automating more of reporting, or improving how employment outcomes are tracked, staff continuously look for ways to make the system more effective and responsive. Through this approach, data is not just collected but actively used to support compliance, safeguard client information, and guide the program toward better outcomes for refugees.

ATTACHMENT E-1 PRICING

The bidder proposes a unit rate of **\$1,000 per eligible participant** served under the Refugee Cash Assistance (RCA) program. Because the number of participants to be served cannot be determined in advance, this pricing structure ensures that resources are scaled appropriately based on actual enrollment.

All funds awarded under this contract will be applied exclusively to **program administration and operational expenses** necessary to deliver the RCA program effectively and in full compliance with OKDHS requirements. Expenditures will include, but are not limited to:

- **Personnel Costs** – salaries and benefits for staff responsible for intake, eligibility determination, case management, compliance monitoring, and reporting.
- **Facilities and Operations** – expenses for maintaining physical office locations accessible to clients, as well as utilities, technology, and supplies needed to operate the program.
- **Compliance and Reporting** – systems and processes to ensure accurate recordkeeping, timely reporting to OKDHS, and adherence to state and federal regulations.
- **Communication and Accessibility** – translation and interpretation services, client outreach, and technology platforms that support digital applications and e-signatures.
- **General Administration** – fiscal management, oversight, and program monitoring to ensure transparency and accountability.

This per-participant pricing approach provides flexibility to align resources with actual service demand. Regardless of the total award amount, funds will be dedicated to sustaining the administrative and operational infrastructure required to effectively administer the RCA program.

ATTACHMENT G

FEDERAL FUNDING TERMS

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

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

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

1 AFFIRMATIVE STEPS FOR CONTRACTING.

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

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

2 INFORMATION SUBMITTED.

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

3 COMPETITIVE BIDDING.

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

4 AUDITING AND MONITORING REQUIREMENTS.

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

- 4.1** The Supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Contract.
- 4.2** If applicable, the Supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- 4.3** No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.
- 4.4** The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5 BUYING PREFERENCES.

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

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

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

6 STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.

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

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

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

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

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

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

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

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

7 CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.

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

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

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

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

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

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

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

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

7.4 Contracts and Purchases \$100,000 and Above

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

7.5 Contracts and Purchases \$150,000 and Above

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

Agency.

7.6 Contracts and Purchases \$250,000 and Above

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

8 OTHER APPLICABLE LAWS

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

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

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

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

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

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

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

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

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

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

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

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

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

Kim Bandy

Kim Bandy (Oct 22, 2025 07:47:36 CDT)

Signature of Supplier's Authorized Official

Kim Bandy

Oct 22, 2025

Name

Date

Executive Director

Title