



STATE OF OKLAHOMA CONTRACT WITH THE 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 The 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 Services to Older Refugees (SOR) in the western half of the state to provide newly arrived populations aged 60 and above with activities that encourage integration and wellness, 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 includes the following:
 - 2.1. Attachment A, Solicitation EV00000757;
 - 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 EV00000757;
 - 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 and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
4. Payment obligations rest solely with the 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 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.

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SIGNATURES

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

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

THE SPERO PROJECT, INC.

By: 
Lindsey Kanaly (Oct 29, 2025 11:40:32 CDT)

By: 
Kim Bandy (Oct 24, 2025 11:31:22 CDT)

Name: Lindsey Kanaly

Name: Kim Bandy

Title: Deputy Director

Title: Executive Director

Date: Oct 29, 2025

Date: Oct 24, 2025

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

By: 
Amanda Otis (Oct 29, 2025 11:17:01 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Oct 29, 2025

Attachment A

Solicitation No. EV00000757

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 Services to Older Refugees (SOR) in the western half of the state which 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. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

These support services are to provide newly arrived populations aged 60 and above with activities that encourage integration and wellness so refugees may reach their full potential in the United States. Program services provide people in need with critical resources to assist them in becoming integrated members of American society.

Goals of this program are to increase integration and independent healthy living for older ORR-eligible populations which fosters self-sufficiency and participation in their communities.

1. Contract Term and Renewal Options:

- 1.1. The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. Solicitation Criterion:

- 2.1. The Bid will be evaluated using the best value criterion, based on the following:
 - 2.1.1. Technical Proposal

¹ 74 O.S. 85.5(G)(3)

- 2.1.2. Past Experience and Performance
- 2.1.3. Organizational Capacity and Resources
- 2.1.4. Price and Cost

3. Scope and Description:

- 3.1. The Bid Response must show the ability of the Bidder to meet or exceed each requirement in **Exhibit 1** (titled Statement of Work) and Attachment A including a Work Plan addressing each item and deliverable listed.
 - 3.1.1. The ability/capacity to serve the western half of the state which 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. Bidder must further demonstrate that they have and maintain at least one physical location in the Oklahoma City metropolitan area, sufficiently staffed to operate (5 days a week) and serve the needs of refugees in that area. Bidder should also indicate in their proposal response how they will serve those outside of the Oklahoma City metropolitan area.
 - 3.1.2. Describe the current refugee population and the location of refugee concentrations in the eastern half of the State and the Tulsa metropolitan area.
 - 3.1.3. Describe services to be provided
 - 3.1.4. Describe the needs of the client population. Indicate other local resources available. Describe how supplier might link refugee services to existing resources.
 - 3.1.5. Give a goal statement and list objective for each category within Scope of Work, Section 2- Activities to be Provided:
 - 3.1.5.1. access mainstream aging services in the community
 - 3.1.5.2. Provide appropriate services that are not available in the community
 - 3.1.5.3. Creating opportunities for older refugees to live independently
 - 3.1.5.4. Develop opportunities to connect with communities to avoid isolation
*Assist on the path to citizenship to naturalization.
 - 3.1.6. Describe the methods used to locate and recruit new arrivals. Include possible sources of referrals. Describe how refugees access services.
 - 3.1.7. Describe the intake procedure, including forms to be completed. List intake locations and staffing for each location. Forms should be included as part of your proposal. The intake form must include the following:
 - 3.1.7.1. Name of refugee
 - 3.1.7.2. Date of birth
 - 3.1.7.3. Nationality shown on I-94 card
 - 3.1.7.4. Date of U.S. entry
 - 3.1.7.5. Alien registration number
 - 3.1.7.6. Relation to head of household
 - 3.1.7.7. Income per month
 - 3.1.7.8. Source of income
 - 3.1.7.9. Whether receiving cash assistance

- 3.1.7.10. Whether client is a secondary migrant
- 3.1.7.11. Other household members and relationship
- 3.1.7.12. Describe method for identifying refugee status and assuring that funds are used for eligible individuals. Describe procedures for meeting priority requirements.
- 3.1.8. Describe the intake assessment process and the development of a case management plan.
- 3.1.9. Discuss methods and procedures used to coordinate with local benefit offices (e.g., OKDHS, SSA, Refugee Cash Assistance (RCA), provider) for follow-up, feedback, and to provide information regarding income, resources, and household composition within ten (10) days of intake or receipt of any change of information.
- 3.1.10. Give locations of service delivery sites, hours of operation, and accessibility to client population.
- 3.1.11. Describe the facility(ies) where services will be provided and list worker/client ratio.
- 3.1.12. Describe evaluation for individual client service delivery and internal management. List contents of client service records.
- 3.1.13. Describe method of service delivery for accessing mainstream services in the community- Indicate process for providing information about, or improving access to information, about supportive services, nutrition services, meal delivery, prevention of elder abuse, senior community centers, and intergenerational activities.
- 3.1.14. Describe method of service delivery for services that are not available in the community- Indicate language assessment, and how to locate interpretation and translation services.
- 3.1.15. Describe method of service delivery for creating opportunities for older populations to live independently as long as possible with supports such as transportation, home care, adult day care, and respite care.
- 3.1.16. Describe method of service delivery for developing opportunities for older populations to connect with their communities to avoid isolation: Indicate techniques and strategies for providing resources such as mental health support, community navigators, and opportunities for engagement in social and cultural activities.
- 3.1.17. Describe method of service delivery for assisting older refugees on the path to citizenship, especially those at risk of losing Supplemental Security Income or other federal benefits- Describe any services proposed which are designed to help through activities such as civics instruction, counseling, and application assistance.
- 3.1.18. Describe the procedure for handling difficult refugee clients.
- 3.1.19. Describe the procedure to handle refugee client complaints.
- 3.1.20. Describe the procedure for handling refugee client grievances.

4. Pricing shall be proposed as follows:

- 4.1. For the western half of the State/Oklahoma City metropolitan area, DHS has budgeted \$75,000.00 for the initial contract period.
- 4.2. For renewal years, the availability and amount of future funding may fluctuate based on grant awards from the Office of Refugee Resettlement.

- 4.3. The awarded Supplier will be reimbursed for actual monthly expenditures in arrears in accordance with the submitted and approved line item budget.
- 4.4. A line-item budget and a budget narrative to support the cost must be submitted as part of the proposal. Responses must also include budgets for years 2,3,4, & 5 showing how services will be provided at the same level, in accordance with the amount(s) listed for subsequent renewal years.
- 4.5. The submitted budget will provide summary costs for each category of expenditure, with an attached detailed budget narrative and justification detailing the proposed expenditures.
- 4.6. Line item budget categories may include:
 - 4.6.1. Personnel/Salaries
 - 4.6.2. Fringe Benefits
 - 4.6.3. Travel/Training
 - 4.6.4. Supplies
 - 4.6.5. Contractual
 - 4.6.6. Administrative Costs/IDC
 - 4.6.7. Other
- 4.7. Administrative Costs/IDC must be based on the federal de minimis rate or an approved indirect cost rate. If a rate greater than the federal de minimum rate is proposed, attach the letter from your organization's cognizant entity approving the indirect cost rate.
- 4.8. All costs charged must be allowable under the applicable federal cost principles and allocable to the federal program.
- 4.9. Matching funds are not required.
- 4.10. Value-added products and/or services within scope of the Acquisition may be included in the bid

5. Executive Summary and Company

- 5.1. Minimum Contractor Requirements: Experience, certifications, qualifications that must be met by the organization or by individuals in specific roles. If an organization does not meet this minimum, they will not be considered.
 - 5.1.1. Bidders must be knowledgeable about Oklahoma's refugee population, including ethnicity, need for supportive services, and as well as existing community resources.
 - 5.1.2. Bidders must have an established program to support integration and wellness for individuals aged 60 and above.
- 5.2. Organizational Capacity and Resources: List service programs operated by the organization for the past three (3) years focused on vulnerable populations that involved community support, resource-sharing, and referrals.

6. All Technical responses are to be made as highlighted in Section 3 of Attachment A

7. Value-added products and/or services within scope of the Acquisition may be included.

8. Business References are to be on Exhibit 02: Reference Sheet

9. Pricing shall be proposed as Budget, as listed in Section 4.1 – 4.10 of Attachment A

EXHIBIT 1

STATEMENT OF WORK (WORK PLAN)

1. **Services to be Provided-** Support, advocacy, and connection of newly arrived ORR- eligible individuals aged 60+ to local resources and education.
 - 1.1 Services shall be client-centered and responsive to the individual needs of the refugees. Effective case management will ensure that refugees receive hands-on care, which is critical to their chances of success, assessing the diverse strengths, needs and goals of each individual.
 - 1.2 Case management – to include an initial assessment of the needs and goals of enrolled individuals. Following assessment, suppliers are to develop a plan to meet unmet needs through services and activities. Any/all services and activities provided will be documented in a case file including appropriate case notes and referrals. Case management will include ongoing, regular progress reports (check-in's) with each SOR enrollee toward meeting their ongoing needs and goals.
 - 1.3 Eligibility for services is restricted to ORR-eligible individuals aged 60 or above with proof of one of the following statuses issued by the United States Citizenship and Immigration Service (USCIS):
 - 1.3.1 Individuals paroled as refugees or asylees under § 212(d)(5) of the Immigration and Nationality Act (INA)
 - 1.3.2. Refugees admitted under § 207 of the INA
 - 1.3.3. Asylees whose status was granted under § 208 of the INA
 - 1.3.4. Cuban and Haitian entrants, in accordance with the requirements in 45 CFR § 401.23
 - a. Any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided
 - b. A national of Cuba or Haiti who was paroled into the United States and has not acquired any other status under the INA and with respect to whom a final, non-appealable, and legally enforceable order of removal, deportation or exclusion has not been entered

c. A national of Cuba or Haiti who is the subject of removal, deportation or exclusion proceedings under the INA and with respect to whom a final, non-appealable, and legally enforceable order of removal, deportation or exclusion has not been entered

d. A national of Cuba or Haiti who has an application for asylum pending with DHS/USCIS or Department of Justice (DOJ)/EOIR and with respect to whom a final, non-appealable, and legally enforceable order of removal, deportation or exclusion has not been entered.

1.3.5. Lawful permanent residents provided the individuals previously held one of the statuses identified above (Note that this does not refer to Amerasians who are admitted as lawful permanent residents, or to Iraqi and Afghan Special Immigrants.)

1.3.6. Certain Amerasians from Vietnam who are admitted to the United States as immigrants pursuant to § 584 of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 1988 (as contained in § 101(e) of Public Law 100-202), as amended (8 U.S.C. § 1101 note).

1.3.7. Iraqi and Afghan Special Immigrants per section 1244(g) of Div. A of Pub. L. 110-181, as amended (8 U.S.C. § 1157 note) and section 602(b) (8) of Div. F of Pub. L. 111-8, as amended (8 U.S.C. § 1101 note).

1.3.8. Victims of a severe form of trafficking in persons per the Victims of Trafficking and Violence Protection Act of 2000, Pub. L. No. 106-386, as amended, 22 U.S.C. § 7105(b) (1) (A) and (C).

1.3.9. Unaccompanied Minor with Special Immigrant Juvenile Status (SIJS) under 8 U.S.C. § 1101(a)(27)(J), who was in the custody of the Secretary of Health and Human Services at the time the dependency order was granted for such child or was receiving services pursuant to section 501(a) of the Refugee Education Assistance Act of 1980 (8 U.S.C. § 1522 note) at the time such dependency order was granted.

1.3.10. Unaccompanied Minor who has been granted U status per section 101(a)(15)(U) of the Immigration and Nationality Act (8 U.S.C. § 1101(a) (15)(U)).

1.3.11. Afghan individuals with SI/SQ Parole (aka Afghan Special Immigrant Parolee)

1.3.12. Afghan individuals with Special Immigrant Conditional Permanent Residence (SI CPR)

1.3.13. Afghan humanitarian parolees(AHP) admitted to the United States on or after July 31, 2021, due to urgent humanitarian reasons or significant public benefit

1.3.14. Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).

1.3.15. Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit.

1.4 Documentation of refugee eligibility must be copied and filed in case record for each individual. Services except for citizenship and naturalization preparation services and referral and interpreter services, may not be provided to refugees who have been in the United States for more than 60 months.

1.5 Services are provided to refugees in the following order of priority, except in certain individual extreme circumstances:

1.5.1. All newly arriving refugees during their first year in the United States, who apply for services

1.5.2. Refugees who are receiving cash assistance

1.5.3. Unemployed refugees who are not receiving cash assistance

1.5.4. Employed refugees in need of services to retain employment or to attain economic independence.

- 1.6 In accordance with DHS non-discrimination policy, all refugees eligible for these services will be provided assistance and services regardless of race, color, age, sex, handicap, religion, political belief or national origin.
- 1.7 To the maximum extent feasible, bidders shall ensure services will be provided in a manner that is culturally and linguistically compatible with a refugee's language and cultural background.
- 1.8 Services must be provided to the maximum extent feasible to include the use of bilingual and bicultural individuals to ensure adequate service access by all refugee persons.
- 1.9 All services comply with the Refugee Act of 1980 as amended, implementing regulations, program goals, priorities, and allowable services as established by ORR. The federal policy governing refugee resettlement services is found in the Code of Federal Regulations 45 CFR 400.

2. Activities to be Provided

Suppliers will provide the following activities in support of older refugee needs/goals as relevant to each individual enrollee:

2.1. Helping older ORR-eligible populations access mainstream aging services in the community, through activities such as providing information about, or improving access to information about supportive services, nutrition services, meal delivery, prevention of elder abuse, senior community centers, and intergenerational activities.

2.2. Providing older ORR-eligible populations with appropriate services that are not available in the community, such as interpretation and translation services.

2.3. Creating opportunities for older ORR-eligible populations to live independently as long as possible, through forms of assistance such as:

- 2.3.1. Transportation
- 2.3.2. Home care
- 2.3.3. Adult day care
- 2.3.4. Respite care

2.4. Developing opportunities for older ORR-eligible populations to connect with their communities to avoid isolation, through resources such as:

- 2.4.1. Mental health support
- 2.4.2. Community navigation
- 2.4.3. Engagement in social and cultural activities

2.5. Assisting older ORR-eligible populations on the path to citizenship to naturalize, especially those at risk of losing Supplemental Security Income or other federal benefits, through activities such as:

- 2.5.1. Civics instruction
- 2.5.2. Counseling
- 2.5.3. Application assistance. Note: *Funding from the SOR program cannot be used to pay application fees for citizenship examinations and should not duplicate citizenship services provided by U.S. Citizenship and Immigration Services.*

3. Outcomes of Work

Goal/Outcome	Indicators	Means of Verification
Newly arrived participants living in Oklahoma will be made aware of program services and how to access them.	50% of ORR-eligible individuals aged 60 and above living in Oklahoma will enroll in the program	Comparing individuals 60 and above on ORR-5 reporting to SOR program participant numbers
Participants in programming will gain increased access to aging services in the community	100% of enrolled participants will be provided information about and/or engage supportive services, nutrition services, meal delivery, prevention of elder abuse, senior community centers, and intergenerational activities	Case notes in participants' files
Support for participants will be provided to address barriers to resources and/or facilitate services not available in the community	100% of participants will have access to interpretation and translation services as needed, and activities curated by supplier and/or by partners of supplier with activities for older refugees	Case notes in participants' files
Participants (and their families) will feel more confident in resources available that allow participants to live independently for as long as possible	100% of participants will have access to information regarding transportation, home care, adult day care, and respite care	Case notes in participants' files

Participants will feel more confident engaging with opportunities that promote community and help them avoid isolation. Participants will have more information and feel more confident about accessing community resources to combat isolation than before enrollment.	100% of participants will have access to mental health support, community navigators, and opportunities for engagement in social and cultural activities	Survey
Participants will have more information and feel more confident about accessing community resources to combat isolation than before enrollment.	60% of participants will indicate an increased understanding of what resources are available and/or increased confidence in accessing these resources.	Survey
Participants will increase understanding of citizenship pathways and/or receive assistance to begin pathways if eligible / desired.	100% of participants will have access to activities such as civics instruction, counseling, and application assistance	Case notes in participants' files

4. Location of Work

4.1. Case work and SOR activities are to be arranged at sites (may include virtual visits) that are convenient for refugees. This is specifically to eliminate the barriers often present to families in the resettled refugee community to be able to access services and activities.

4.2. Supplier is expected to have and maintain at least one physical location in the Oklahoma City metropolitan area, 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.

4.3. One primary barrier often present to older refugees is transportation. Providing these programs on site reduces the number of obstacles individuals face in seeking out these services or activities.

5. OKDHS Responsibilities

DHS will provide access to the State Refugee Coordinator and Centralized Refugee Unit (CRU) staff. CRU staff will be available to advise on all phases of program staffing, organization, and management, conducting staff meetings and training sessions to provide information about program policies and procedures and to communicate relevant changes; and counsels about needs and problems associated with service delivery.

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

1. The ability/capacity to serve the western half of the state which 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. Bidder must further demonstrate that they have and maintain at least one physical location in the Oklahoma City metropolitan area, sufficiently staffed to operate (5 days a week) and serve the needs of refugees in that area. Bidder should also indicate in their proposal response how they will serve those outside of the Oklahoma City metropolitan area.

The Spero Project offices are located in Oklahoma City at 4045 NW 64th St Suite 500, Oklahoma City, OK 73116 and maintains regular business hours of 9AM-4PM with additional programming occurring at community hubs and/or apartment complex classrooms around the metropolitan area. In addition, Spero is in frequent communication with clients in Guymon, Oklahoma, and staff members, such as Community Navigators, Adult Education Specialists, Employment Support team members make occasional visits to clients located in communities and homes outside of the Oklahoma City area. Spero also utilizes volunteers to offer lower-level support services such as transportation, tutoring, and more both within Oklahoma City and outside of the metro area.

2. Describe the current refugee population and the location of refugee concentrations in the eastern half of the State and the Tulsa metropolitan area.

According to data pulled from the Refugee Processing Center, from Fiscal Years 2002 to 2021, Oklahoma City received 44% of resettled clients in the state of Oklahoma. The total number of individuals, including adults and children, who resettled in Oklahoma City during this time frame was 1814, representing 20 different countries of origin.

These numbers increased prior to January 2025. Since Fiscal Year 2024, Oklahoma received 724 individuals through refugee resettlement (Details below). With the increase in adult arrivals in Oklahoma, the programmatic scale must continue to expand to meet the needs of additional clients and their broad scope of needs as described previously.

In Fiscal Year 2024, major communities of arrivals included 190 individuals from Venezuela, 151 individuals from Burma, 83 individuals from Afghanistan, 69 individuals from Guatemala, 49 individuals from Syria, 44 individuals from Nicaragua. In addition, Spero continues to serve a majority of the 1008 Afghans who arrived through Humanitarian Parole status through the Afghan Placement and Assistance (APA) program from September 2021 to February 2022.

The largest concentration of refugee clients in the metropolitan area is in six apartment complexes in Northwest Oklahoma City, with school enrollment in both Putnam City and Oklahoma City Public Schools, primarily. Additional concentrations of refugees include a neighborhood and apartment complex in South Oklahoma City near I-40 and Grand and, most recently, in Norman.

3. Describe services to be provided.

The intention of the Spero Older Refugees Programming is to support, advocate, and connect with newly arrived refugees aged 60+ to resources and education that increase integration and independent healthy living.

As part of this programming, Spero would provide case management and begin with initial assessments of the needs and goals of individuals who enroll in programming. Spero team members would develop a plan for enrolled individuals to meet needs through services and activities, document services and activities provided, and assess the progress of each SOR enrollee toward meeting their needs and goals. These goals include 1) helping individuals access mainstream aging services in the community, 2) providing appropriate services not available in the community, 3) facilitating opportunities for individuals to live independently as long as possible, 4) developing opportunities for individuals to connect with their communities to avoid isolation, and 5) assisting individuals on the path to citizenship to naturalize.

Throughout program services, Spero will ensure all staff and partner services are trauma informed, culturally inclusive, and made accessible by removing barriers of transportation, childcare, and overseen by Spero staff specifically educated in partnering with communities who have experienced displacement. Through these five primary goals of support, Spero will ensure aging adults have the opportunity to access educational, social, cultural, medical, and aging care.

4. Describe the needs of the client population. Indicate other local resources available. Describe how supplier might link refugee services to existing resources.

Spero has facilitated regular ‘listening labs’ to hear from the experiences of newly arrived refugees and those who have experienced resettlement years ago. These first hand experiences reinforced our understanding of needs around: assistance navigating medical and other social service systems, immigration legal services, transportation, translation, accessible language acquisition, employment services, educational support, and supportive services for students and youth. In addition to these tangible supports, individuals who experienced resettlement also consistently shared positive or negative framing of their initial years based on their positive or negative experiences of feeling “safe.” The concept of safety was tied most often to two factors: having a guide that explained the rules of the city and having a point person or group they felt comfortable calling for assistance and whom they knew would be accessible. With this information and experience in mind, Spero recognizes that many of these barriers are magnified for older refugee populations as they resettle in Oklahoma and adjust to US culture.

To be of assistance in creating a welcoming and safe environment for newly resettled older individuals as they seek support services, The Spero Project has ongoing partnerships with local libraries, crafting co-ops, senior centers, and the social security office. Through these partnerships, Spero staff provides training pertaining to cultural competencies, resettled community characteristics, and providing psychological first aid. Additionally, Spero staff

members refer clients to these providers and services to find primary care physicians, specialists, transportation guidance, language learning classes, and provide assistance for clients as they access services.

5. Give a goal statement and list objective for each category within Scope of Work, Section 2- Activities to be Provided:

5.1. Access mainstream aging services in the community

Goal / Outcome	Indicators	Means of Verification
Newly arrived older refugees living in Oklahoma will be made aware of classes and how to access them	50% of ORR-eligible individuals aged 60 and above living in Oklahoma will enroll in the program.	In OKC, course programming will be added to existing modes of communicating monthly programming schedules, including door-to-door visits, WhatsApp groups, and phone calls. Staff will record enrollment of individuals meeting programming criteria. Case notes in participants' files
Participants in programming will gain increased access to aging services in the community	100% of enrolled participants will be provided information about and/or engage supportive services, nutrition services, meal delivery, prevention of elder abuse, senior community centers, and intergenerational activities	Case notes in participants' files

5.2. Provide appropriate services that are not available in the community

Goal / Outcome	Indicators	Means of Verification
Support for participants will be provided to address barriers to resources and/or facilitate services not available in the community	100% of participants will have access to interpretation and translation services as needed, at activities curated by Spero and those Spero partners with activities for older refugees	Case notes in participants' files

5.3. Creating opportunities for older refugees to live independently

Goal / Outcome	Indicators	Means of Verification
Participants (and their families) will feel more confident in resources	100% of participants will have access to information regarding	Case notes in participants' files

available that allow participants to live independently for as long as possible	transportation, home care, adult day care, and respite care	
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5.4. Develop opportunities to connect with communities to avoid isolation

***Assist on the path to citizenship to naturalization.**

Goal / Outcome	Indicators	Means of Verification
Participants will feel more confident engaging with opportunities that promote community and help the avoid isolation	100% of participants will have access to mental health support, community navigators, and opportunities for engagement in social and cultural activities	Survey*
Participants will have more information and feel more confident about accessing community resources to combat isolation than before enrollment.	60% of participants will indicate an increased understanding of what resources are available and/or increased confidence in accessing these resources.	

Goal / Outcome	Indicators	Means of Verification
Participants will increase understanding of citizenship pathways and/or receive assistance to begin pathways if eligible / desired.	100% of participants will have access to activities such as civics instruction, counseling, and application assistance	Case notes in participants' files

* Pre/Post surveys will be in refugee's first language with option for spoken response if literacy is an issue

6. Describe the methods used to locate and recruit new arrivals. Include possible sources of referrals. Describe how refugees access services.

The Spero Project will connect with refugees interested in older and aging services through relational support networks. This includes sharing information about the program through English language learning courses, summer and afterschool programming, mentoring groups, women's sewing groups, and through The Spero Project team members such as Community Support Specialists, Employment Support Specialists, Neighbor Advocates, and other Spero staff members who know of eligible new arrivals who may potentially be interested in participating in health promotion services.

Outreach for participants will include providing information about the program to community members as they consider accessing program services or encouraging other family or community members to attend services. This will include providing safety and access information in native language(s) before, during, and after program services and contact information for The Spero Project should there be any safety concerns. Translators contracted by The Spero Project will be

available for assistance in communication between participants, staff, and providers during the program.

Historically, Spero has worked closely with Oklahoma City's Reception and Placement Provider and received referrals for services from their Case Managers. In addition to the current R&P provider, The Spero Project began providing R&P services in October 2023 as an affiliate site of Church World Service. Spero has an R&P Case Manager leading this program and overseeing services. This individual has nine years experience providing case management with The Spero Project, and will be a key source of referrals for this program.

Spero has also worked closely with school systems, employers, medical providers, and other organizations involved in initial resettlement activities. These connections and partnerships have allowed Spero to meet and engage with newly resettled individuals. Community Support Specialists, Neighbor Advocates, Employment Specialists, and other Spero staff members can gather referrals through these partnerships.

Another key referral source is word of mouth among ORR-eligible communities. This has proven to be a key driver in spreading information to eligible individuals as well as a source of information that allows Spero to add or adjust program functions or schedules to meet more client needs. In addition, Spero is often contacted by sponsor families with regards to the needs of families and try to offer support when requested by the resettled refugee client.

In response to Spero on-site programming at locations where clients in the Reception and Placement Program are often living, referrals can be made by apartment managers or other staff. Whatsapp groups have been established for several resettled communities at 5 apartment/classroom sites and an additional group has been established for individuals living in off-site housing. These groups are optional but have a high percentage of participation among these language groups, and information regarding available programming and resources are distributed consistently. In other populations, recruitment is often most successful by targeting faith communities with a high percentage of ORR-eligible-individual attendees/members (ex Oklahoma City Chin Baptist Church). Key leaders share information in spoken languages and/or send information to members as appropriate.

Refugees may access services in a variety of ways. They may call or email Spero directly. More typically, they will call or text a specific staff member acting as point person for a particular program or may walk into the Spero main office or any program site during program hours.

7. Describe the intake procedure, including forms to be completed. List intake locations and staffing for each location. Forms should be included as part of your proposal. The intake form must include the following:

7.1 Name of refugee

7.2 Date of birth

- 7.3 Nationality shown on I-94 card**
- 7.4 Date of U.S. entry**
- 7.5 Alien registration number**
- 7.6 Relation to head of household**
- 7.7 Income per month**
- 7.8 Source of income**
- 7.9 Whether receiving cash assistance**
- 7.10 Whether client is a secondary migrant**
- 7.11 Other household members and relationship**

Every individual participating in any of Spero Older Refugee Programming and Services will have an initial, individualized assessment with a member of the Spero team to discuss specific needs, concerns, or questions. This time will also intentionally provide space for community members to disclose things such as disabilities, sexual orientation or gender identity. This will also allow Spero to respond and modify curricula as needed to ensure access to all individuals.

Intake locations include:

- Jamie's Landing Apartments: 1701 NW 46th St, Oklahoma City, OK 73118
- Common Home: 1442 NW 46th St, Oklahoma City, OK 73118
- Indigo Apartments: 12701 N Pennsylvania Ave, Oklahoma City, OK 73120
- Willow Run Apartments: 1025 NW 86th, Oklahoma City, OK 73114
- The Spero Project office: 4045 NW 64th St, Suite 500, Oklahoma City, OK 73116

As more service delivery sites open in new apartment complexes or neighborhoods where communities of clients move, more intake locations may be added. Regular staffing at these locations include Adult Education staff, Child Development Staff, Community Based Educators, and After School Programming staff. Often other staff who offer supportive casework for ORR eligible individuals and families are present, such as Employment Support Specialists, Community Navigators, and Neighbor Advocates. Directors spend time at each site on a consistent basis, but are mainly located at The Spero Project office.

An example of the intake form is included in the following page.

Older Refugee Services Intake Form

Participant First Name _____

Participant Last Name _____

Date of Birth (Month/Day/Year) _____ Age _____ Gender _____

Nationality on I-94 Card: _____

Date of US Entry (Month/Day/Year): _____

Alien Registration Number: _____

Relation to Head of Household: _____ Principle Application Alien #: _____

Income per month: _____ Source of Income: _____

Are you receiving cash assistance? (Circle one) Y N

Are you a secondary migrant? (Circle one) Y N

Address _____

City _____ State/Zip Code _____

Phone Number _____ Email _____

Ethnicity _____ Language(s) at Home _____

Please list all other members of your household and your relationship to them:

7.12 Describe method for identifying refugee status and assuring that funds are used for eligible individuals. Describe procedures for meeting priority requirements.

In accordance with ORR and OKDHS standards, documentation of refugee eligibility will be viewed by staff and copied and filed in case records for each ORR eligible individual. Information reviewed from client's I-94, EAD, Green Card, or other accepted documentation will be logged in Spero's secure client database system to ensure eligibility, including noting DOB to prove proper age requirement of 60 years or more. Services except for citizenship and naturalization preparation services and referral and interpreter services, shall not be provided to refugees who have been in the United States for more than 60 months.

Per DHS instructions, "Services will be provided to refugees in the following order of priority, except in certain individual extreme circumstances:

- All newly arriving refugees during their first year in the United States, who apply for services.
- Refugees who are receiving cash assistance.
- Unemployed refugees who are not receiving cash assistance.
- Employed refugees in need of services to retain employment or to attain economic independence."

Upon reviewing the client's intake information, the Program Manager will note priority for program participants.

In accordance with ORR policy, as found on the ORR webpage entitled, "Status and Documentation Requirements for the ORR Refugee Resettlement Program" as of October 16, 2024, "Individuals with the following statuses are eligible for Refugee Resettlement Program benefits (See 45 CFR § 400.43(a) (1)-(6) or statutory provisions cited below):

1. Individuals paroled as refugees or asylees under § 212(d)(5) of the Immigration and Nationality Act (INA)
2. Refugees admitted under § 207 of the INA
3. Asylees whose status was granted under § 208 of the INA
4. Cuban and Haitian entrants, in accordance with the requirements in 45 CFR § 401.23
 - a. Any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided
 - b. A national of Cuba or Haiti who was paroled into the United States and has not acquired any other status under the INA and with respect to whom a final, non-appealable, and legally enforceable order of removal, deportation or exclusion has not been entered
 - c. A national of Cuba or Haiti who is the subject of removal, deportation or exclusion proceedings under the INA and with respect to whom a final, non-appealable, and legally enforceable order of removal, deportation or exclusion has not been entered

5. d. A national of Cuba or Haiti who has an application for asylum pending with DHS/USCIS or Department of Justice (DOJ)/EOIR and with respect to whom a final, non-appealable, and legally enforceable order of removal, deportation or exclusion has not been entered
6. Lawful permanent residents provided the individuals previously held one of the statuses identified above (Note that this does not refer to Amerasians who are admitted as lawful permanent residents, or to Iraqi and Afghan Special Immigrants. See #6 and # 7 below.)
7. Certain Amerasians from Vietnam who are admitted to the United States as immigrants pursuant to § 584 of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 1988 (as contained in § 101(e) of Public Law 100-202), as amended (8 U.S.C. § 1101 note).
8. Iraqi and Afghan Special Immigrants per section 1244(g) of Div. A of Pub. L. 110-181, as amended (8 U.S.C. § 1157 note) and section 602(b) (8) of Div. F of Pub. L. 111-8, as amended (8 U.S.C. § 1101 note).
9. Victims of a severe form of trafficking in persons per the Victims of Trafficking and Violence Protection Act of 2000, Pub. L. No. 106-386, as amended, 22 U.S.C. § 7105(b) (1) (A) and (C).

Website:

<https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program>

8. Describe the intake assessment process and the development of a case management plan.

For all ORR and age eligible individuals referred from R&P agencies, a Spero SOR case manager will conduct an initial intake assessment. This intake will include verification of participant eligibility, the goals of the individual, their specific needs, and initial steps toward a case management plan to support goals and needs. Spero has provided and continues to update a resource list specific for seniors in the Oklahoma City area and will update this document for all locations where participants are served through the SOR program. SOR case managers will utilize this information to curate a case management plan that includes these external services and resources as well as referrals to internal Spero programs if applicable (such as ELL courses, sewing groups, etc.).

In addition, because of previous and ongoing experience with older members of the resettled refugee community, Spero will conduct intake assessments where participants feel most comfortable, such as in the participant's home, classroom sites, or office locations. All efforts will be made to do intakes in accordance with the participant's preference and in 1-to-1 or 1-to-2 settings.

9. Discuss methods and procedures used to coordinate with local benefit offices (e.g., OKDHS, SSA, Refugee Cash Assistance (RCA), provider) for follow-up, feedback, and to provide information regarding income, resources, and household composition within ten (10) days of intake or receipt of any change of information.

The Spero Project has worked closely with the DHS office, State Refugee Coordinator, and RSS/RCA provider to coordinate programs and resources for clients for over 16 years. The Spero Project currently receives certain information from the RCA provider in referrals to some of Spero's programming, such as the English Immersion program coordinated for R&P cases. Updates to household information will be communicated by The Spero Project staff to DHS and RCA provider through a case update form shared via encrypted email. RCA provider and DHS office have knowledge of contact information of Spero staff, including phone numbers, email addresses, mailing address, and office location. These points of contact may continue to be used for follow-up, feedback and other information.

10. Give locations of service delivery sites, hours of operation, and accessibility to client population.

Spero provides a wide variety of programming that older refugees may access, such as adult education classes and support groups. These programs will take place either in Spero classroom sites located within apartment complexes where participants live, or within families residences. This is specifically to eliminate the barriers often present to families in the resettled refugee community to be able to access services. Two primary barriers often present are transportation and childcare. Providing these programs on site and including access to childcare for specific education based programs reduces the number of obstacles families face in seeking out these services or educational opportunities.

An additional benefit to on-site programming is that Spero is able to provide classes around individuals' work schedules to enable families to both maintain consistent employment and also access educational needs. Spero additionally considers school schedules and community dynamics when planning programming.

Current Sites:

- Jamie's Landing Apartments: 1701 NW 46th St, Oklahoma City, OK 73118
- Common Home: 1442 NW 46th St, Oklahoma City, OK 73118
- Indigo Apartments: 12701 N Pennsylvania Ave, Oklahoma City, OK 73120
- Willow Run Apartments: 1025 NW 86th, Oklahoma City, OK 73114
- The Spero Project office: 4045 NW 64th St, Suite 500, Oklahoma City, OK 73116
- May meet in local homes/apartments as ORR eligible communities move

Our goal and anticipation is to host programs at five apartment/classroom sites and/or in-home support for those who live outside the apartments with classrooms. We maintain a clear understanding of migration shifts among apartment complexes or neighborhoods and adjust or add classroom sites accordingly.

Classes and schedules are subject to change semester by semester (Spring, Summer, Fall) depending on ORR eligible individuals continuing to live nearby/on location. Other locations may be added if a significant group of ORR eligible individuals live within a neighborhood.

Current activities provided at Spero classrooms for ORR eligible individuals include health classes, women's and men's mental health support groups, Adult Education courses such as first language literacy courses in Pashto and Burmese, English literacy and language skills classes and tutoring groups (beginner to advanced, separated by gender in some communities), Afghan youth mentoring small group and one-on-one sessions, student homework support, student dance classes, sewing, and citizenship classes.

Classroom sites are open 5-7 days a week, with programs happening 5-7 days a week across sites. Adult classes and groups occur weekdays primarily with select classes happening during the weekend. Weekday classes range in start times from 9:00am to 6:00pm, and student courses primarily occur in after-school hours from 4:00pm to 7:30pm. **Current classroom schedule for Fall of 2025 listed below.**

Mondays

9:30 - 11:00 a.m.	English Emergent Literacy	Spero Office
9:30 - 11:00 a.m.	Beginner Level English	Spero Office
9:30 - 10:30 a.m.	English Emergent Literacy	Norman
10:00 - 11:00 a.m.	English Emergent Literacy	Spero Office
10:00 - 11:30 a.m.	Advanced English	Common Home
10:30 - 11:30 a.m.	Health Class	Indigo
10:45 - 11:45 a.m.	English Emergent Literacy	Norman
11:15 - 12:15 p.m.	English Emergent Literacy	Spero Office
12:45 - 2:15 p.m.	Sewing Class	Willow Run
4:00 - 6:00 p.m.	After School Program	Common Home
4:00 - 6:00 p.m.	After School Program	Willow Run
4:00 - 5:30 p.m.	Youth Sewing	Indigo
4:00 - 5:30 p.m.	Youth Sewing	Spero Office
6:00 - 7:30 p.m.	Citizenship/ English for Specific Purposes	Jamie's Landing

Tuesday

9:30 - 10:30 a.m.	English Emergent Literacy	Willow Run
9:30 - 10:30 a.m.	Beginner English	Indigo
10:00 - 10:30 a.m.	Beginner English	Online
10:00 - 11:30 a.m.	Beginner English	Common Home
10:45 - 11:45 a.m.	Beginner English	Willow Run
10:45 - 11:45 a.m.	English Emergent Literacy	Indigo
10:30 - 12:00 p.m.	Intermediate English	Indigo
12:00 - 1:30 p.m.	Women's Parenting & Life Skills	Willow Run
12:30 - 1:30 p.m.	Sewing	Indigo
4:00 - 5:30 p.m.	Youth Sewing	Common Home
4:00 - 6:00 p.m.	After School Program	Indigo

4:00 - 5:30 p.m.	Youth Sewing	Willow Run
6:00 - 7:00 p.m.	Beginner English	Jamie's Landing
6:00 - 7:30 p.m.	Beginner English	Wesley Church
6:00 - 7:30 p.m.	Beginner English	Bethany Library
6:00 - 7:30 p.m.	Intermediate English	Bethany Library
6:00 - 7:30 p.m.	Advanced English	Online

Wednesday

9:30 - 11:00 a.m.	English Emergent Literacy	Spero Office
9:30 - 11:00 a.m.	Beginner Level English	Spero Office
9:30 - 10:30 a.m.	English Emergent Literacy	Norman
10:00 - 11:00 a.m.	English Emergent Literacy	Spero Office
10:30 - 11:30 a.m.	Health Class	Willow Run
10:30 - 12:00 p.m.	Citizenship/ English for Specific Purposes	Indigo
11:15 -12:15 p.m.	English Emergent Literacy	Spero Office
12:30 - 2:00 p.m.	Sewing Class	Willow Run
1:00 - 2:30 p.m.	Women's Parenting & Life Skills	Indigo
4:00 - 5:00 p.m.	Workplace-based Beginner English	Nortek
4:00 - 5:30 p.m.	Advanced English	Indigo
4:00 - 6:00 p.m.	After School Program	Common Home
4:00 - 6:00 p.m.	Christian Faith Bases Group	Spero Office
6:00 - 7:30 p.m.	Intermediate English	Jamie's Landing
6:00 - 8:00 p.m.	Emergent English Literacy	Norman

Thursday

9:30 - 10:30 a.m.	English Emergent Literacy	Willow Run
9:30 - 10:30 a.m.	Beginner English	Indigo
10:00 - 11:30 a.m.	Beginner English	Common Home
10:45 - 11:45 a.m.	Beginner English	Willow Run
10:30 - 12:00 p.m.	Women's Parenting & Life Skills	Spero Office
10:45 - 11:45 a.m.	English Emergent Literacy	Indigo
10:30 - 12:00 p.m.	Intermediate English	Indigo
1:00 - 2:00 p.m.	Health Class	Jamie's Landing
2:30 - 3:00 p.m.	Beginner English	Online
2:30 - 4:30 p.m.	1-1 Tutoring	Indigo
4:00 - 6:00 p.m.	After School Program	Spero Office
6:00 - 7:30 p.m.	Beginner English	Wesley Church
6:00 - 7:30 p.m.	Beginner English	Bethany Library
6:00 - 7:30 p.m.	Intermediate English	Bethany Library
6:00 - 8:00 p.m.	Emergent English Literacy	Willow Run

Friday

9:00 - 12:00 p.m.	English Learning Registrations	Spero Office
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9:30 - 11:30 a.m.	Pregnancy Class	Spero Office
4:00 - 6:00 p.m.	Youth Burmese Language	Jamie's Landing
1:00 - 2:00 p.m.	Health Class	Spero Office

Saturday / Sunday

9:00 - 10:30 a.m.	Intermediate Beginner English	Indigo
2:00 -4:00 p.m.	1-1 Tutoring	

11. Describe the facility(ies) where services will be provided and list worker/client ratio.

Most classrooms have at least 3 separate rooms, a bathroom, and a kitchen area allowing for up to three different leveled groups or two leveled groups and one child development class. Classrooms are properly maintained, safe, and clean, and have all resources needed to facilitate instruction including tables, chairs, dry erase boards, televisions, and learning supplies. Understanding that some SOR eligible individuals will need to bring young children with them to classroom facilities, outlet covers and cabinet/draw safety mechanisms are used. For most services, worker to client ratio will occur in 1:1 or 1:2 dynamics depending on household make up. A case manager will have no more than 12 individual clients to oversee in the SOR program.

Spero aims to provide classroom spaces that are ADA compliant to ensure all clients are able to access services. Since most classrooms are on location at apartment complexes, we are not always able to ensure ground level accommodations or elevators/lifts. In this case, as clients have need, Spero will provide services to older refugees directly in-home or in a shared second location that is easily accessible to the client.

12. Describe evaluation for individual client service delivery and internal management. List contents of client service records.

The Director of Programs will do a monthly review of SOR client files to ensure proper delivery of services. Additionally, we have a team working on data and compliance to ensure records are updated weekly, and oversee month-end finalization for accuracy and completion.

Contents of Client Service Records include:

- Name
- DOB
- Address
- Gender
- Documentation (list document reviewed to verify status / eligibility)
- USCIS Number
- Date of Birth
- Gender
- Date of Entry
- Date of Enrollment
- Date of Exit

- Assistance provided to access English Classes
- Assistance provided to access Civics Classes
- Assistance provided to access Counseling for Citizenship
- Assistance provided for Citizenship Application
- Assistance provided with Supplemental Security Income Enrollment
- Assistance provided in accessing aging services
- Assistance provided in accessing independent living resources
- Assistance provided to avoid isolation

13. Describe method of service delivery for accessing mainstream services in the community- Indicate process for providing information about, or improving access to information, about supportive services, nutrition services, meal delivery, prevention of elder abuse, senior community centers, and intergenerational activities.

The SOR case manager will research individualized service needs for participants, such as community service centers, local libraries, senior centers, etc. that fit the goals and needs of participants. SOR case managers will support participants in accessing these services and removing as many cultural and language barriers as possible, offering access to translation services, transportation, and navigating systems to ensure neighbors can meet goals and needs.

Spero has provided and continues to update a resource list specific for seniors in the Oklahoma City area and will update this document for all locations where participants are served through the SOR program. This list can also be made available to participants as requested. This resource list includes community services relating to arts and crafts, fitness and health, special interests and games, nonprofit and client services, senior companion programs, food and nutritional services, and educational opportunities.

14. Describe method of service delivery for services that are not available in the community- Indicate language assessment, and how to locate interpretation and translation services.

Within the Spero team, there are 20+ dialects of language spoken across staff members that represent a majority of resettled refugee communities in Oklahoma City. SOR eligible participants will have access to staff members speaking their own language/dialect to support the case manager and participant in accessing services and developing the case management plan. For any SOR eligible participants who are not represented by Spero staff member language/dialects, Spero will work toward any in-person translation services within the community, and then would utilize the established service Spero is connected to for over-the-phone translation.

In addition, Spero offers a robust ELL immersion program for newly arrived individuals in the refugee community across various language levels. Language courses are offered within their R&P program and upon enrollment in courses there is an initial intake language assessment completed with a certified ELL teacher to determine course placement. Besides classes, the ELL team utilizes several volunteers across the city to tutor participants in 1-to-1 settings, and the ELL

team provides training resources to tutors that include effective and efficient tools in supporting language learners. These resources and referrals to these courses and tutoring will be made available to SOR case workers as they support SOR eligible participants, and the ELL team would serve as a resource to SOR case workers for any questions and additional support needed.

15. Describe method of service delivery for creating opportunities for older populations to live independently as long as possible with supports such as transportation, home care, adult day care, and respite care.

The Spero SOR case manager will support participants living independently by making available transportation for medical appointments, mental health services, and any other applicable medical needs as well as other ongoing services participants are involved in. The SOR case manager will also encourage SOR-eligible participants (and family members when applicable) to utilize SoonerRide to access any SoonerCare appointments as well as enrollment and education on the benefits and resources of Medicare.

In addition, Spero continues to research facilities and services that can be good providers for home care, adult day care, and respite care for the resettled refugee community, particularly with focus to cultural competence, trauma-informed care, and ethical business practices that would ensure a high quality of care for SOR-eligible individuals.

16. Describe method of service delivery for developing opportunities for older populations to connect with their communities to avoid isolation: Indicate techniques and strategies for providing resources such as mental health support, community navigators, and opportunities for engagement in social and cultural activities.

Spero has a history of and continues to connect and communicate with community and faith leaders in resettled communities and specific populations. Throughout this history, Spero and community and faith leaders have worked together to provide support for newly arrived families and individuals as needed, be it referring to individuals to specific programs, services, or community groups that will support acclimating to the US. This can also include referring to internal Spero programming such as ELL programming, sewing groups; connecting to cultural and religious organizations; or inviting participants to cultural and religious events Spero co-hosts or participates in such as Eid celebrations, World Refugee Day, etc.

In addition, through both these community relationships and through Community Navigators, SOR case managers, ELL instructors, and other Spero staff, Spero will also refer SOR eligible individuals to mental health adjustment groups as they are eligible for refugee health promotion programming. As needed, licensed clinicians leading mental health adjustment groups can also refer participants to individualized clinical providers who are culturally competent with a strong history of working with resettled community members and aging populations.

17. Describe method of service delivery for assisting older refugees on the path to citizenship, especially those at risk of losing Supplemental Security Income or other federal benefits- Describe any services proposed which are designed to help through activities such as civics instruction, counseling, and application assistance.

Spero currently offers an existing citizenship program that includes citizenship classes, support to study for exams, aid in identifying paperwork and next steps, assistance in connecting to legal services and attorneys, and connecting individuals to tutors for individualized exams and interview preparation. This program is open to all members of the resettled community as they pursue US citizenship.

Through Burmese community requests, Spero added a dual English/Burmese citizenship program. This program allows Burmese speakers to practice answering questions in English, but instructions and guidance is offered in Burmese (and additional dialects) that allow participants to more easily understand and access information about the citizenship process. Moving forward, Spero looks to replicate this for other language populations within the resettled community as needed and requested.

For services such as social security income, available federal benefits, and other applications or opportunities specific to aging populations, Spero SOR case managers and additional staff members will work 1:1 or 1:2 with SOR eligible individuals on specific needs and goals that meet these services. Translation services will be utilized as needed as well as aid in scheduling and transportation for any appointments.

18. Describe the procedure for handling difficult refugee clients.

Upon onboarding, The Spero Project staff and contractors are required to complete multiple trainings covering trauma-informed care, psychological first aid, cultural competencies for engaging in resettled communities, and information on the refugee journey. As an RSS provider, we will make known to clients that they have the right and access to make complaints to the state office confidentially and without retaliation or impact to the quality of services they receive. The Spero Project requires and expects employees to engage with clients in a patient, equitable, respectful, and culturally-informed manner at all times. If severe conflicts are present, a supervisor will assist staff on effective approaches, and be available to mediate with clients directly.

19. Describe the procedure to handle refugee client complaints.

A complaint can be made by any supporter, partner organization, community, individual or parent/guardian of individual with whom we work, or any member of the public whether an individual, company or other entity. A copy of The Spero Project's complaint policy will be made available to clients upon intake via written document in first language, verbally through translator, or written/verbal information in English if applicable. **A copy of this policy is attached in the following two pages for reference.**

The Spero Project Complaint Policy Statement

Receiving feedback and responding to complaints is an important part of improving The Spero Project's accountability. Ensuring our shareholders can hold us to account will improve the quality of our work in all areas.

Scope

This policy applies to The Spero Project. A complaint can be made by any supporter, partner organization, community or individual with whom we work, or any member of the public whether an individual, company or other entity.

Definitions

A complaint is an expression of dissatisfaction about the standards of service, actions or lack of action, by The Spero Project or its staff and associated personnel. It is a criticism that expects a reply and would like things to be changed. Complaints could include the following (which is not an exhaustive list):

- Concern from someone we work with about the quality of program delivery
- Concern from a member of the public or supporter about a particular fundraising approach or campaign action
- Concern about the behavior of staff or associated personnel

A complaint has to be about some action for which The Spero Project is responsible or is within our sphere of influence.

A complaint is not:

- A general inquiry about The Spero Project's work
- A request for information
- A contractual dispute
- A request to amend records e.g. to correct an address, cancel a donation
- A request to unsubscribe from any Spero service e.g. a campaign newsletter or email

The complaints procedures do not apply to complaints that are subject to current investigation by any regulatory body or other legal or official authorities. Such issues will be dealt with by the relevant regulatory body.

Procedures for making a complaint

It is hoped that most complaints or concerns about The Spero Project's work or behavior can and will be dealt with informally by staff or volunteers at a local level. Staff will be trained with cultural competencies to best serve and respond to clients, as well as complete training in conflict resolution, trauma-informed care, psychological first aid, and any other training management finds useful for providing quality care and programming. However, it is recognized that not all issues can be resolved in this way and that a formal complaints mechanism is required for those occasions when an individual or organization wishes to make their complaint a matter of record and to receive a formal response.

How to make a complaint

All formal complaints should be made in writing or on record verbally either directly from the individual or organization making the complaint or via someone acting on their behalf. See below for details about to whom to address a complaint.

Who can make a complaint?

A complaint can be made by:

- Any supporter
- Partner organization
- Community or individual with whom we work
- Any member of the public whether an individual, company or other entity.

Who is not covered by this policy?

Complaints by staff are governed by The Spero Project's procedures for dealing with problems in the workplace, and Anti Bullying and Harassment policy. Complaints relating to serious incidents such as fraud and corruption or safeguarding concerns will be dealt with through the relevant policy and procedures.

How to make a complaint

Call The Spero Project office at 405-312-6705 and place a complaint on record with the appropriate supervisor for the area of complaint.

Written complaints may be mailed to the address listed below. Written complaints must include a valid phone number, and a valid mailing address to which replies and updates regarding the complaint may be sent.

The Spero Project
PO Box 2243
Oklahoma City, OK 73101

Written complaints may also be submitted to info@thesperoproject.com. Emailed complaints must include a full name, valid phone number, valid email address, and a valid mailing address to which replies and updates regarding the complaint may be sent.

20. Describe the procedure for handling refugee client grievances.

Clients, parents/guardians of clients, or any representative of a client's choosing can file a grievance on their behalf. Grievances may be submitted in-person at The Spero Project's office (location to be provided to clients upon intake) or in written form addressed to:

The Spero Project
Attn: Grievance Officer
PO Box 2243
Oklahoma City, OK 73101

Grievances will be addressed and resolved within 14 days. The Spero Project will ensure translators are provided when necessary to ensure clear communication.

A copy of The Spero Project Consumer's Grievance Policy is included in the following three pages for reference.

The Spero Project Consumer's Grievance Policy

(a) The Spero Project's facilities shall have a written grievance policy in clients' first language and provisions to inform clients of their rights to file a grievance.

(b) Compliance shall be determined by a review of facility policies, on-site observation, and review of documentation.

Client Grievance Policy and Procedures

Facilities shall have a written grievance policy that includes:

1. A written notice of the grievance procedure is provided to each client or guardian and, to an individual of the client's choice;
2. Time frames for the grievance procedures which allow for an expedient resolution of client grievance(s) will be 14 calendar days.
3. A procedure for advising the client he or she has the right to make a complaint to the appointed Grievance Officer and the mechanism for contacting the Grievance Officer. A client shall have unimpeded and confidential access to the facility's Grievance Officer.
4. The procedure by which clients are notified of the specific name(s) of the individual(s) responsible for coordinating the program's grievance procedure; and the individual responsible for or authorized to make decisions for resolution of the grievance. In the instance where the decision making is the subject of a grievance, decision making authority shall be delegated. The designated local advocate shall work with facility staff and contractors to ensure the needs of clients are met at the lowest level possible and that client rights are enforced and not violated;
5. The provision of written notification to the client of the grievance outcome and mechanism by which an individual may appeal the outcome;
6. Procedures shall include a process by which the client may appeal the grievance outcome to the Commissioner or designee;
7. A mechanism to monitor the grievance process and improve performance based on outcomes;
8. An annual review of the grievance policy and procedure including providing copies of updated grievance policy and procedure information when requested; and
9. The ongoing monitoring of the grievance process and, based on outcomes, adjust and improve processes;
10. The individual(s) designated as a facility's Grievance Officer shall be responsible for coordinating and monitoring the facility's advocacy activities. Duties of the facility's Grievance Officer shall include, but is not limited to:

Serve as the on-sight advocate for clients receiving services of the program or facility. Such activities may include:

- i. Assist clients in filing grievances;
- ii. Serve as resource for clients for questions or information dissemination about the facility, program processes, or other basic human needs while receiving services; and

iii. Make contact with clients involved in or who witness Critical Incidents or Sentinel Events to ensure needs are being met.

Formal Grievance Policy:

1. Access to the Grievance Policy: This agency's Grievance Policy is provided to each client, their parent/guardian, and any individual of the client's choice during the intake process. Policy will be provided by written document in client's first language, verbally with translator present, or verbally in English if client is able to understand.
2. Individuals Who May File a Grievance: Clients, their parent/guardian, and any individual of the client's choosing (including appointed advocates) have the right to voice their concerns, and/or file a formal complaint/grievance without fear of retaliation or barriers to services.
3. Resolution Timeframe: Filed grievances will be resolved within fourteen (14) days.
4. Informing Clients: During the intake process, clients, their parent/guardian, or any individual of the client's choice is informed that they may contact this agency's appointed Grievance Officer should they have an issue or concern.
5. Notification of Appointed Advocate(s) and Officer(s): Clients, their parent/guardian, and any individual of the client's choosing are notified of the name(s) of the individual(s) responsible for coordinating the program's grievance procedure; and the individual responsible for or authorized to make decisions for resolution of the grievance during the intake process.

Additional Responsibilities:

- i. Serve as the on-sight advocate for clients receiving services from the program or facility.
- ii. Assist clients in filing grievances.
- iii. Serve as resource for clients for questions or information dissemination about the facility and program processes; and
- iv. Contact clients involved in or who witness Critical Incidents or Sentinel Events while receiving services to ensure needs are being met.

7. Grievance Outcome Notification: Within fourteen days, the appointed Grievance Officer will provide written notification of the grievance resolution. The resolution will be mailed to the client's residence.

8. Appeal Process: Upon receipt and review, if the client, their parent/guardian, and any individual of the client's choice are not satisfied with the resolution, they may appeal the resolution in writing within five (5) business days.

9. Monitoring Grievance Processes and Performance Based Outcomes: this agency utilizes mechanisms to monitor and improve its grievance policy and procedure. Annually, this agency reviews grievance outcomes, monitoring mechanisms used, and statistical data collected. Upon

review, mechanisms will be devised and/or identified by this agency that best facilitates performance improvement.

- a. Descriptive trend analysis will be used to:
 - i. Monitor changes in reported client concerns.
 - ii. Review the overall pattern of change over time.
 - iii. Compare one-time period to another time period.
 - iv. Compare one geographic area to another.
 - v. Compare one population to another.
 - vi. Assess future impact and importance.

- b. Aggregate data will be assessed to determine:
 - i. The number of grievances and complaints.
 - ii. Areas of grievances and complaints.
 - iii. Demographics of grievances and complaints.
 - iv. The number of complaints/grievances per facility.
 - v. Interventions used to address client and provider/facility staff concerns.
 - vi. Training and other educational opportunities.
 - vii. Resource development purposes.

10. Annual Review: This agency's grievance policies and procedures will be reviewed annually and copies of the updated grievance policies and procedures will be provided to clients. Copies will also be available when requested.

ATTACHMENT E-1

PRICING

SERVICES TO OLDER REFUGEES :BUDGET NARRATIVE YEAR 3

(October 2025-September 2026)

Expense	
Program Personnel	\$ 56,774.00
Fringe Benefits	\$ 10,787.06
Transportation	\$ 2,111.35
Contractors	\$ -
Supplies	\$ 289.59
Training/Travel	\$ -
Other	\$ 5,038.00
Indirect	*No IDC \$ -
TOTAL	\$ 75,000.00

PROGRAM PERSONNEL

Position	FTE	Average Salary	Total
<p>Community Support Team will lead the Social Adjustment Programming, providing direct services to RSS eligible individuals through assistance with household budgeting, tutoring in financial literacy, rent and bills, assistance understanding online portals for payment, assistance sourcing housing options and making housing decisions, assistance communicating with landlords, help enrolling children in school, assistance navigating government document and assistance processes, transportation support to employment related activities, assistance with language learning activities, transportation support to language learning activities, or emergency assistance as needed. Community Support Directors will act as supervisors who ensure standards of operations are followed, data is tracked appropriately, key deadlines are met, and will offer support with problem solving, FSS, and IEP planning and implementation.</p>			
<i>SOR Community Navigator</i>	0.75	\$60,000.00	\$45,000.00

The **Program Leadership Team** will provide oversight for the RSS programming, having regular meetings with each team to ensure goals and budgets are being met, problem solving and adjusting programming when necessary or requested by the resettled community. They will provide guidance to direct reports and ensure all programming is implemented through trauma-informed and culturally inclusive frameworks. They will ensure grant funds are utilized for the purpose it is intended and programs are operating under the requirements of the grants.

<i>Program Leadership</i>	0.09	\$90,000.00	\$8,100.00
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The **Program Operations Team** will ensure the organization runs efficiently and on budget. They will ensure program, human resource, grant, and financial compliance.

<i>Executive Director of Operations</i>	0.01	\$90,000.00	\$900.00
<i>Operations and Finance Assistant</i>	0.01	\$60,000.00	\$600.00
<i>Director of Training and Support</i>	0.01	\$75,000.00	\$750.00
<i>Database Administrator</i>	0.01	\$62,400.00	\$624.00
<i>Director of Human Resources</i>	0.01	\$80,000.00	\$800.00
Total Personnel	0.89		\$56,774.00

PROGRAM PERSONNEL FRINGE BENEFITS

Fringe Benefits are calculated at a rate 19% of the employee's salary. Other benefits offered under fringe include FICA, health insurance, dental insurance, vision insurance, disability, life insurance, and 401k.

Program Personnel Fringe	\$56,774.00	19%	\$10,787.06
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TRANSPORTATION

Transportation costs are calculated using several factors, including mileage reimbursement for staff, fuel costs for Spero vehicles, costs for maintenance and repairs, and insurance for Spero's vans, leased vehicles, and ride share vouchers for clients to use to help remove the transportation barrier for employment and other services.

Category	Cost per Mile	Total Miles	Total
<i>Mileage Reimbursment</i>	<i>\$0.70</i>	<i>2,000</i>	<i>\$1,400.00</i>
<i>Vehicle Insurance</i>			<i>\$388.32</i>
<i>Vehicle Maintenance and Gasoline</i>			<i>\$323.03</i>
Total Transportation			\$2,111.35

SUPPLIES

Office Supplies include all items under \$500 that make an office run efficiently, they include pens, paper, chairs, desks, TVs, dry erase boards, keyboards, mice, printers, copy machine, etc.

Category	Total
<i>Office Supplies</i>	<i>\$289.59</i>
Total Supplies	\$289.59

OTHER

Tablets and iPhones lease and service will allow case managers and staff to work remotely from client's homes and other various locations across the city, ensuring clients and staff always have access to their most up to-date records.

Subscriptions are services needed to accomplish the business of the organization. The vendors included in this category are Adobe, Amazon Prime, Trello, Atlassian, Canva, Docusign, Dropbox, Express VPN, Freepix, GoDaddy, Jamf, Microsoft 365, Monday.com, Prezi, Rocket Lawyer, Skedda, Squarespace, Typeform, Zazzle, Zoom, etc.

IT Services are monthly expenses associated with IT management, security, and oversight. Paid functions ensure compliance with cybersecurity requirements for staff technology, leased technology, and server functioning.

Safe Hiring is an initial and annual background checks for staff, volunteers, and contractors.

Storage facility will be used for items such as curriculum, classroom supplies, etc., allowing Spero to receive donations or buy materials in bulk.

Casebook is the client database of record, maintaining records of all program activities and client demographics and contact information.

Better Impact is a volunteer database system to ensure proper training, organization, oversight and compliance of safety records.

Google Workspace is secure email accounts and google drive functions for team management and collaboration.

Insurance comprises of Liability, Workers' Compensation, Directors and Officers, and Cybersecurity policies.

Banking fees associated with business banking accounts, including online functions.

Fees for ADP **Payroll** processing system.

Accounting and Legal Services are fees associated with bookkeeping, financial systems oversight, audit preparation, and business legal fees.

Postage and Mailing are fees associated mailing documents bill and packages for the benefit of the business.

Main Office Rent is rent for office space that houses program personnel, meeting facilities for clients, and document/file storage.

Main Office Utilities and Internet is the portion of main office utilities and internet bills allocated to RSS.

Category	Agency Expense	Allocation	Total
<i>Tablets and iPhones</i>	<i>\$10,000.00</i>	<i>2%</i>	<i>\$200.00</i>
<i>Subscriptions</i>	<i>\$29,000.00</i>	<i>2%</i>	<i>\$580.00</i>
<i>IT Services</i>	<i>\$40,000.00</i>	<i>2%</i>	<i>\$800.00</i>
<i>Safe Hiring</i>	<i>\$5,000.00</i>	<i>2%</i>	<i>\$100.00</i>
<i>Storage Rent</i>	<i>\$1,200.00</i>	<i>2%</i>	<i>\$24.00</i>
<i>Casebook</i>	<i>\$20,000.00</i>	<i>2%</i>	<i>\$400.00</i>
<i>Better Impact</i>	<i>\$700.00</i>	<i>2%</i>	<i>\$14.00</i>
<i>Google Workspace</i>	<i>\$15,000.00</i>	<i>2%</i>	<i>\$300.00</i>
<i>Insurance</i>	<i>\$46,000.00</i>	<i>2%</i>	<i>\$920.00</i>
<i>Banking</i>	<i>\$1,000.00</i>	<i>2%</i>	<i>\$20.00</i>
<i>Payroll</i>	<i>\$14,000.00</i>	<i>2%</i>	<i>\$280.00</i>
<i>Accounting and Legal Services</i>	<i>\$40,000.00</i>	<i>2%</i>	<i>\$800.00</i>
<i>Postage and Mailing</i>	<i>\$3,000.00</i>	<i>2%</i>	<i>\$60.00</i>
<i>Main Office Rent</i>	<i>\$23,000.00</i>	<i>2%</i>	<i>\$460.00</i>
<i>Main Office Utilities and Internet</i>	<i>\$4,000.00</i>	<i>2%</i>	<i>\$80.00</i>
Total Other			\$5,038.00

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.

Signature of Supplier's Authorized Official

Name

Date

Title