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**STATE OF OKLAHOMA CONTRACT WITH THE FORUM FOR YOUTH  
INVESTMENT**

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma State Department of Education and The Forum for Youth Investment (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The initial term of the Contract begins on the effective date of the Contract through June 30, 2026, with five (5) one-year options to renew.

**Purpose**

The State is awarding the Contract to Supplier for the provision of Program Evaluation and Training, as more particularly described in certain Contract Documents. Supplier submitted a proposal containing exceptions to the Solicitation and Supplier submitted a best and final offer. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation EV00000765, Attachment A;
  - 2.2. General Terms, Attachment B;
  - 2.3. Agency Terms, Attachment C;
  - 2.4. Intentionally Omitted, Attachment D;
  - 2.5. Response to Specifications, Attachment E;
  - 2.6. Pricing, Attachment E-1;
  - 2.7. Intentionally Omitted, Attachment E-2;
  - 2.8. Value-Added Products and Services, Attachment E-3;
  - 2.9. Federal Terms, Attachment G
3. The parties additionally agree:
  - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

- 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
4. Payment obligations rest solely with the Oklahoma State Department of Education.
- Please send invoices and billing inquiries to:
- Oklahoma State Department of Education  
2500 N Lincoln Boulevard,  
Oklahoma City, OK 73105, United States  
SDEAccountsPayable@sde.ok.gov
5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

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**SIGNATURES**

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

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

**THE FORUM FOR YOUTH INVESTMENT:**

By: Tom R Newell  
Tom R Newell (Feb 11, 2026 12:37:53 CST)

Name: Tom R Newell

Title: Chief of Staff

Date: Feb 11, 2026

By: Neil Sumilas  
Neil Sumilas (Feb 9, 2026 09:42:58 EST)

Name: Neil Sumilas

Title: Chief Operating Officer

Date: Feb 9, 2026

**Agency Counsel:**

By: Jacki Phelps  
Jacki Phelps (Feb 9, 2026 09:39:10 CST)

Name: Jacki Phelps

Title: General Counsel

Date: Feb 9, 2026

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

By: Amanda Otis  
Amanda Otis (Feb 11, 2026 13:08:55 CST)

Name: Amanda Otis

Title: State Purchasing Director

Date: Feb 11, 2026

# Attachment A

## Solicitation No. EV00000765

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

### I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of the Oklahoma State Department of Education (OSDE) Office of Family and Community Engagement from potential Suppliers to provide a contract for the purchase of evaluation services, program quality training, and technical assistance for community learning centers using data collected yearly and evaluation of the expanded learning programs. The Office of Family and Community Engagement oversees the Nita M. Lowey, 21st Century Community Learning Centers programs for Oklahoma. Authorized under Title IV, Part B, of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (20 U.S.C. 7171-7176), the 21st Century Community Learning Centers (CCLC) program is designed to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. In accordance with sections 4202(c)(3)(C) and 4203(a)(14)(A) of the ESEA, a State Education Agency (SEA) must conduct a comprehensive evaluation of programs and activities provided with 21st CCLC funds. Additionally, the SEA must publicly disseminate the evaluation of programs and activities. (Section 4203(a)(14)(C)). The purpose of this contract is to support quality training using data collected yearly and evaluation of the expanded learning programs.

A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.<sup>1</sup>

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

- 1.1. The initial Contract term, which begins on the effective date of the Contract through June 30, 2026, and there are five (5) one-year options to renew the Contract.

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

## **2. Solicitation Criterion:**

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

**2.1.1. Price**

**2.1.2. Scope of Service**

**2.1.3. Performance Activities**

## **3. Scope and Description:**

### **3.1. Mandatory Qualifications**

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

3.1.1. The Supplier must have been in business a minimum of 10 years.

3.1.2. The Supplier must have at least three years of experience working with state agencies.

3.1.3. The Supplier must have at least five years of experience in data collection and analysis at both the site and statewide levels. Data collection experience should include at least one of the following areas: Title IV Part B, youth development, or afterschool programs.

3.1.4. Supplier must demonstrate knowledge of U.S. Department of Education requirements and other relevant policies or guidelines for expanded learning programs, particularly related to 21st Century Community Learning Centers (21st CCLC).

3.1.5. The Supplier must provide evidence it utilizes a valid and reliable tool for quality assessment and training.

### **3.2. Scope of Service**

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

3.2.1. The Supplier is expected to provide system-building technical assistance, coaching, and training aimed at implementing a quality assessment and improvement process for up to 110 grantees. The focus will be on deepening the existing culture of quality and ensuring its sustainability and growth over time. This will involve tailored training and support for grantees throughout each year of the grant cycle.

3.2.2. A calendar of events will be provided annually. However, the Supplier should anticipate in-person trainings to occur in September, October, and February of each contract period.

3.2.3. The Supplier is expected to provide evidence of its proven track record in implementing and supporting quality assessment and improvement processes in educational or youth development programs.

- 3.2.4. The Supplier is expected to provide evidence of its experience with evidence-based practices for program quality improvement and familiarity with national frameworks for quality youth programs.
- 3.2.5. The Supplier is expected to provide evidence to demonstrate its ability to design and deliver differentiated training and coaching supports to grantees, particularly in a multi-year grant cycle.
- 3.2.6. The Supplier is expected to provide evidence of experience providing technical assistance to program leaders and staff to strengthen program quality and engagement in continuous improvement.
- 3.2.7. The Supplier is expected to have qualified personnel with relevant experience and qualifications in education, youth development, training, technical assistance, data analysis, and project management.
- 3.2.8. The Supplier is expected to have available a dedicated project team, including a project manager, system-building lead, evaluation lead, field consultant/trainer, and technical support personnel.
- 3.2.9. The Supplier is expected to hire quality coaches using feedback from OSDE within 30 days of the award of the contract. Additionally, the supplier will provide monthly technical assistance to support the development and deployment of the team of local quality coaches who will work with grantees to build strong relationships, enhancing the skills and capacity of program leaders to engage their staff in quality improvement efforts.
- 3.2.10. The Supplier is expected to provide materials, such as grantee site level data, to support engagement in improvement workshops led by quality trainers and coaches.
  - 3.2.10.1. Materials should be submitted to OSDE for review at least one month prior to any trainings. Additionally, materials should be printed by the supplier and received by OSDE two weeks prior to each scheduled training date.
- 3.2.11. The Supplier is responsible for evaluation services for grantees which will include, but is not limited to, the collection and entry of all required leading indicator data (families, staff, and students), various data regarding performance, use of a framework that provides comprehensive, interpretable data for site-level improvement and system-level planning, and ongoing support for interpreting data trends.
  - 3.2.11.1. The Supplier is expected to offer webinars to help grantees successfully submit all necessary data, including required federal reports. Data collection webinars will occur in October, January and February of each contract period.
  - 3.2.11.2. All materials for the webinar must be reviewed and approved by OSDE at least one month prior to the webinar.
  - 3.2.11.3. During each data collection series, supplier will provide OSDE with a weekly audit outlining the status of completion for each site.

3.2.12. The Supplier is expected to provide yearly state evaluation reports by June 1st of each year.

3.2.13. The Supplier is expected to meet in-person or virtually twice a month with OSDE staff to discuss implementation and status updates.

### **3.3. Performance Activities**

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

3.3.1. The Supplier is expected to meet with the OSDE Office of Family and Community Engagement within one month of the contract award date to create a detailed timeline and implementation strategy for the entire fiscal year.

3.3.2. The Supplier is expected to be fully prepared and positioned to begin implementation the date of award of the contract. This includes ensuring that all necessary resources, personnel, and strategies are in place to initiate the project smoothly and on time. The supplier should be ready to execute the agreed-upon plans without delay, ensuring a seamless transition into the project's execution phase from the start of the fiscal year.

## **4. Pricing**

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

**5. Value-added products and/or services within the scope of the Acquisition may be included in the Bid.**

**6. Executive Summary and Company Information are included on Exhibit 01: Executive Summary and Company Information.**

**7. Third-party vendor information is included in Exhibit 02: Third Party Supplier Information.**

## 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 or 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 \$15,000,000 per occurrence; and
- E. Additional coverage required in writing in connection with a particular Acquisition.

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

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

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
  - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - C.** Prospective participant requirements set at 2 C.F.R. part 376 in connection with Debarment, Suspension and other responsibility matters;
  - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
  - F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);

- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at <http://www.dhs.gov/E-Verify>. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

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

## **10 Audits and Records Clause**

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

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

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

## **11 Confidentiality**

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

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

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

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

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

## **12 Conflict of Interest**

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

## **13 Assignment and Permitted Subcontractors**

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

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

- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in 13.1 above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

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

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

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

## **15 Patents and Copyrights**

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

## **16 Indemnification**

### **16.1 State Shall Not Indemnify**

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

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

## **16.2 Acts or Omissions**

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

## **16.3 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or

(d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

#### **16.4 Notice and Cooperation**

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

#### **16.5 Coordination of Defense**

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

#### **16.6 Limitation of Liability**

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

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

## **17 Termination for Funding Insufficiency**

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

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

## **18 Termination for Cause**

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

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

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

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

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

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

## **19 Termination for Convenience**

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

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

## **20 Suspension of Supplier**

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

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

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

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

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

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

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

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

## **23 Force Majeure**

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

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

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

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

## **24 Security of Property and Personnel**

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

## **25 Notices**

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

### **If Sent to the State:**

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

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

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

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

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

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

## **26.2 Employment Relationship**

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

## **26.3 Transition Services**

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

## **26.4 Publicity**

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

## **26.5 Open Records Act**

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

## **26.6 Failure to Enforce**

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

## **26.7 Mutual Responsibilities**

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

similar agreements with others.

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

#### **26.8 Invalid Term or Condition**

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

#### **26.9 Severability**

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

#### **26.10 Section Headings**

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

### **26.11 Sovereign Immunity**

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

### **26.12 Survival**

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

### **26.13 Entire Agreement**

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

### **26.14 Gratuities**

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

### **26.15 Import/Export Controls**

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

**ATTACHMENT C**  
**AGENCY TERMS**  
**SOLICITATION NO. EV00000765**

**1. FERPA Requirements.**

The Vendor shall comply with all state and federal laws relating to student data and privacy, including without limitation, the Family Educational Rights and Privacy Act, codified at Title 20 U.S.C § 1232g; 34 CFR Part 99, commonly referenced as “FERPA”, and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, codified at Title 70 O.S. § 3-168.

**2. Invoicing and Payment.**

Pursuant to Title 74 O.S. § 85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by, and shall be paid according to, Title 62 O.S. § 34.71 and Title 62 O.S. § 34.72.

2.1.1. Invoices shall be submitted to the Oklahoma State Department of Education, 2500 N Lincoln Blvd., Ste. 415, Oklahoma City, Oklahoma 73105-4999 or by e-mail to [SDEAccountsPayable@sde.ok.gov](mailto:SDEAccountsPayable@sde.ok.gov).

2.1.2. Invoice remittance shall in every case possible be paid by Electronic Fund Transfer (EFT). Title 62 O.S. § 34.64(H) requires that payments from the State Treasury shall be conveyed solely through an electronic payment mechanism. Vendors doing business with the OSDE for the first time must contact the Office of Management and Enterprise Services at [EFT.Registration@omes.ok.gov](mailto:EFT.Registration@omes.ok.gov) to make arrangements to receive payment electronically.

**ATTACHMENT D INFORMATION TECHNOLOGY TERMS**

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## **Proposal Overview**

The Forum for Youth Investment (The Forum) is proud to propose the continuation of its long standing partnership with the Oklahoma State Department of Education (OSDE) through the submission of this proposal, building further upon nearly 15 years of supporting and evaluating 21st CCLC programs to deliver high-quality, engaging, and sustainable learning experiences for children and youth in the State of Oklahoma. Drawing on over two decades of national leadership through the Forum’s signature initiative, the David P. Weikart Center for Youth Program Quality, we bring proven expertise in statewide Quality Improvement Systems (QIS) implementation and program evaluation. As a leader in the field of positive youth development, the Forum supports program leaders and their networks to build a solid base upon which to differentiate supports for individual grantees and their communities. Our evidence-based Youth Program Quality Improvement (YPQI) approach strengthens staff practices, youth engagement, and skill development.

In this proposal, we outline the elements of coaching, training, technical assistance, data collection and evaluation that will support OSDE’s goals to ensure high-quality 21<sup>st</sup> Century Community Learning Centers across the state. Our approach is rooted in the practices of continuous quality improvement, conducted through collaboration, and guided by program data. We have refined and researched our approach over two decades of partnerships with state education departments and afterschool intermediaries across 40 states, such as the Michigan Department of Education (MDE), Arkansas Department of Education (ADE), Schools Out Washington (SOWA), Prime Time Palm Beach County and more.

In the 2025-26 program year, we propose continuing with the core building blocks of high-quality programming (professional development, assessment, coaching and improvement planning) while providing improved supports for program management, differentiated supports and deeper data analysis of program improvement. Our team of seasoned staff are skilled in project management, evaluation and systems building.

## **Mandatory Qualifications**

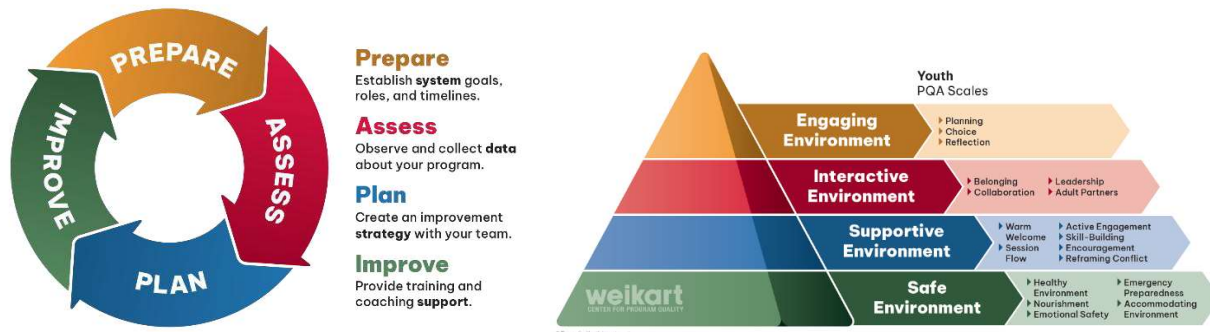
The Forum meets or exceeds all mandatory qualifications outlined in Section 3.1 of the RFP. As noted above, the Forum has over two decades of partnerships with other state education departments and afterschool intermediaries across 40 states. According to feedback on our annual client survey, 95% of respondents agreed that Forum staff had the right skills for what they need and 90% of respondents agreed that the Forum’s work is of reliably high quality. The Forum has not received any notification of any contract breach in the past five years.

The following supporting documents are included within section 7.2 of our proposal: Articles of Incorporation and original IRS determination letter, contact information for three professional references, and recent evaluation reports of statewide 21<sup>st</sup> CCLC programs in Arkansas and Oklahoma.

## Scope of Service

Grounded in the Forum’s YPQI cycle of Prepare, Assess, Plan, and Improve and our validated, evidence-based Youth Program Quality Assessment (Youth PQA), the Forum will collaborate with OSDE to provide a range of differentiated coaching, training, technical assistance, data collection, and evaluation supports to 21<sup>st</sup> CCLC grantees. Collectively, these supports will help OSDE strengthen 21<sup>st</sup> CCLC program quality, deepen staff capacity, and improve outcomes for young people.

### *CQI Process, Framework, and Evidence-Based Practices*



The Forum’s YPQI cycle of Prepare, Assess, Plan, and Improve provides a structured, evidence-based process for driving improvement. In Prepare, grantees build the knowledge, skills, and systems within their organizations needed to begin the cycle. In Assess, programs gather reliable evidence about current practices using validated tools of program and organizational quality. In Plan, results are translated into actionable improvement strategies through workshops, dashboards, and advisory groups. Finally, in Improve, training, coaching, technical assistance, and reporting ensure that plans are implemented effectively, progress is monitored, and practices are strengthened over time. Anchored by the Pyramid of Program Quality, the Prepare, Assess, Plan, and Improve cycle reflects decades of research showing that programs with strong foundations—safe and supportive environments—can build toward higher-level practices that foster student engagement and and skill-building.

The Youth PQA used in the Assess phase is a validated, evidence-based tool aligned with the Pyramid framework. High scores on different versions of the PQA have been associated with:

- Student engagement in out-of-school time (OST) programming (Akiva et al., 2010; Naftzger, 2018; Naftzger et al., 2020; Smith et al., 2010),
- Student OST Attendance (Naftzger, Devaney, et al., 2014; Naftzger et al., 2013),
- Changes in student success skills among students who begin programming with very low skills (Peck et al., 2018)
- Grade promotion (Naftzger et al., 2013; Naftzger, Hallberg, et al., 2014).

Continued use of the PQA ensures consistent statewide measurement, actionable insights, and reliable data to drive continuous quality improvement (CQI). By further grounding Oklahoma’s 21st CCLC system in this proven framework, the Forum will help OSDE strengthen program quality, deepen staff capacity, and improve outcomes for young people.

## Description of Deliverables by YPQI Cycle Stage

The cycle described below reflects OSDE’s commitment to continuous quality improvement for all grantees, and differentiation based on year in the grantee cycle and familiarity with assessing program quality.

### Prepare

- **Bi-Weekly System Building, Communication, and Account Support** – Statewide coordination, technical assistance, and account management to guide CQI efforts.
- **In-Person Planning Meetings** – Strategic planning sessions to launch and refine services each program year.
- **Leading with Data Training** – In-person training for all grantees to review PQA data and results from Leading Indicators surveys from the prior year and set network-wide goals.
- **EART Online Renewal** – Licensing renewal for assessors to maintain qualified evaluation capacity.

### Assess

- **Introduction to OQA (1<sup>st</sup> Year Grantees)** – Training for new grantees on the Organizational Quality Assessment tool, aligned to the Pyramid of Program Quality.
- **PQA Basics (1<sup>st</sup> and 2nd Year Grantees)** – Foundational training on Program Quality Assessment tools.
- **PQA Plus (3rd–5th Year Grantees)** – Advanced training to deepen assessment skills.
- **Self-Assessment and Scores Reporter Webinar** – Training to support OQA and PQA self-assessment and data entry.
- **OQA/PQA/PIP Data Collection** – Ongoing collection of program quality data and improvement measures.
- **Leading Indicators Webinar and Survey Data Collection** – Training and administration of family, staff, and youth surveys statewide.
- **2026 APR Narrative Statement** – Draft annual APR Narrative Statement, synthesizing data, and Impact Statements with GPRA outcomes.

### Plan

- **Mid-Year CQI Check-In (1st & 2nd Year Grantees)** – Workshop to translate results into actionable improvement plans.
- **Mid-Year CQI Check-In Plus (3rd–5th Year Grantees)** – Advanced planning workshops tailored for experienced grantees.

- **Site and System-Level Dashboards** – Tools to make Leading Indicator survey data actionable for both local and statewide planning.

### Improve

- **Coaching/Technical Assistance Supports for Grantees** – Tailored in-person and virtual support from subcontracted coaches.
- **Management of OSDE Coaches** – Oversight and coordination of state-supported coaches for consistency and quality.
- **Analysis and Reporting (2025–2026)** – Comprehensive analysis and annual evaluation report to guide continuous improvement, based on data collected through April 2026.

## **Proposed Value-Added Services and Products**

Please reference section 7.9 of our proposal for a full description of six additional value-added services and products.

## **Differentiated Supports to Grantees**

All grantees engage in continuous quality improvement activities each year, informed by self-assessment and program data and guided by OSDE, the Forum and individualized coaching. Core continuous quality improvement activities include:

- Conducting organizational and/or program quality self-assessments
- Collecting data from program staff, students, and caregivers through Leading Indicators surveys
- Attending trainings focused on reflecting on data and planning for improvement
- Attending on-line or in-person trainings focused on Youth Work methods.

As illustrated in Table 1 (below), these supports are differentiated based on grantee experience to strengthen program quality, use of data, and continued sustainability. In the first year, grantees gather data about their current organizational and programming practices and learn about effective youth development practices. Grantees build on this knowledge by receiving individual feedback from qualified coaches.

Within 30 days of the contract award, the Forum will recruit and hire two coaches, incorporating feedback from OSDE in the selection process to ensure strong alignment with grantee needs. These coaches will provide a combination of virtual and onsite coaching and technical assistance throughout the grant period. Coaching services will be directed toward priority grantees as identified by OSDE, including Year 1 grantees and new directors or site coordinators. The coaching model will be implemented across four phases:

- **Phase 1 – Relationship Building** - Coaches will intentionally lead with curiosity, establish trust with grantees and program staff, and create the foundation for active participation in the CQI process.
- **Phase 2 – Data Literacy and Meaning-Making** - Coaches will help programs understand the quality framework of the PQA tool in use (OCA or YPQA), complete the self-assessment process, and interpret results to identify strengths and areas for growth.
- **Phase 3 – Improvement Planning** - Coaches will support grantees in developing program improvement plans that include SMART goals, specific action steps, assigned responsibilities, timelines, and clear measures of success.
- **Phase 4 – Ongoing Support and Monitoring** - Coaches will check in on goal progress, assist in integrating positive youth development strategies, facilitate reflective conversations, conduct observations when possible, and guide the ongoing evolution of improvement plans, including the addition or revision of goals and strategies.

Through this structured process, encompassing relationship-building, data interpretation, improvement planning, reflective practice, technical assistance, and continuous progress monitoring, coaches will strengthen the capacity of program leaders to fully engage their staff in the continuous quality improvement process.

In year three, grantees supplement self-assessment data collected in years one and two with external PQA assessments. In years three through five, they attend advanced training to deepen assessment practices and strengthen improvement planning in years three through five. Finally, grantees engage in customized trainings based on the emergent needs within their cohort and plan for sustainability. This tiered approach ensures that every grantee engages meaningfully in improvement planning, while supports evolve with their experience, capacity, and available data across the five-year cycle.

Training feedback surveys received between July 1, 2024 and June 30, 2025 demonstrate the Forum's ability to design and deliver differentiated training and coaching support to grantees, particularly in a multi-year grant cycle. Out of nearly 2,000 training feedback surveys, 40% were completed by participants who had been using Weikart Center materials and tools for less than one year and 38% were completed by participants who had been using Weikart Center materials and tools for three or more years. Despite this wide range of experience, the overwhelming majority of participants felt the training and coaching they received from the Weikart Center was useful and relevant. 92% of respondents agreed or strongly agreed that "This workshop will help me better provide quality experiences to the youth in my program/organization." Over 90% of respondents agreed or strongly agreed "The information provided was relevant to my job" and "I learned something that I can apply to my work."

To leverage grantee time effectively, some trainings during the 2025-2026 program cycle will be delivered virtually, while important community-building and common learning sessions will be held in-person. As noted above, content will be tailored to meet grantees' varying

needs depending on their stage in the grant cycle. This approach provides a clear, organized structure for planning while maintaining the flexibility to adapt based on OSDE input, grantee feedback, and emerging priorities.

**Table 1: Differentiated Supports to Grantees**

Grant Year	Fall Training	Winter Training	Program Assessment	Coaching	Improvement Planning	Program Evaluation (Leading Indicators Surveys)
Year 1	Orientati on to CQI cycle	Mid-Year Check-In	OQA, Self PQA	x	x	x
Year 2	PQA Basics	Mid-Year Check-In	Self PQA	New Site Leaders	x	x
Year 3	PQA Plus	Mid-Year Check-In Plus	External PQA	New Site Leaders	x	x
Year 4	PQA Plus	Mid-Year Check-In Plus	Self PQA	New Site Leaders	x	x
Year 5	PQA Plus	Mid-Year Check-In Plus	Self PQA	New Site Leaders	x	x

## Training Materials and Printing

To support engagement in workshops led by Forum faculty/field consultants, the Forum will prepare and provide the following printed materials: site-level Scores Reporter data, Leading Indicator Reports and training workbooks. All materials will be submitted to OSDE for review at least one month prior to each training, with printed copies delivered to OSDE no later than two weeks before the scheduled training date.

## Data Collection, Monitoring, and Evaluation

The Forum has been evaluating OSDE 21<sup>st</sup> CCLC centers since SY2011-12. During the 2025-2026 program cycle, we will continue to deliver high-quality evaluation services for OSDE and their grantees, including collection, entry, analysis, and reporting of training participation data, leading indicator surveys, annual performance data, and PQA scores. We will provide OSDE with an annual statewide evaluation report by June 1, 2026. This year, we also aim to simplify data collection processes and make dashboards and reports more action-oriented and useful.

As always, we will ensure strong data collection and entry practices. In collaboration with OSDE, Forum staff will refine surveys, data collection processes, webinar agendas and materials. We will host webinars in October, January, and February to teach grantees how to administer the Organizational Quality Assessment (OQA) and use Scores Reporter, administer Leading Indicator survey, and collect Teacher Report Form data. Webinar materials will be submitted to OSDE for review and approval at least one month prior to implementation and recorded.

We will support OSDE efforts to monitor and improve YPQI implementation as part of ongoing continuous quality improvement efforts. This year, we will build a dashboard in the Tableau data visualization software that OSDE can view to track grantee completion of data collection efforts and attendance at trainings. During OQA, PQA, PIP, and Leading Indicator survey data collection, we will update OSDE with a weekly audit outlining the fully and partially completed data for each site and the state overall. We will continue to ensure all sites have the data they need to fully participate in Leading with Data and the Mid-Year CQI Check-In and refresh the way we introduce and discuss data and reports during these annual trainings.

We will provide OSDE with an annual state evaluation report by June 1, 2026. This report will demonstrate OSDE's progress on statewide 21<sup>st</sup> CCLC goals and objectives in a 15-20 page report plus 2-3 page executive summary. Throughout the year, the Forum will enhance interim evaluation reporting processes to provide OSDE a clear understanding of the strengths and opportunities for improving its statewide 21<sup>st</sup> CCLC continuous quality improvement system.

Interim evaluation reporting will take the form of a short presentation followed by a facilitated conversation led by the Forum's Research & Evaluation team during regularly scheduled bi-monthly meetings. Presentation content will be closely aligned to OSDE's 21<sup>st</sup> CCLC goals and objectives and will highlight strengths, opportunities for improvement, and progress made since the last presentation. Mid-year findings will include analyses of training participation, OQA, PQA, PIP, and summer APR data. End-of-the year findings will include analyses of training participation, Leading Indicator surveys, and fall APR data. Following the presentation of interim findings, we will use an established data protocol, such as the What? So What? Now What? Reflection Model, to help OSDE leaders make meaning of results and identify implications for improving Oklahoma's 21<sup>st</sup> CCLC system.

Interim evaluation meetings will end with a discussion of the results to highlight in the end of year report. We will use these discussions to draft an annual state evaluation report. In collaboration with OSDE, we will revise the report, submitting the final by June 1, 2026.

## Quality Kits for 21<sup>st</sup> CCLC Grantees

To deepen access to professional learning and ensure consistent practice across all grantees, the Forum proposes that each OSDE 21st CCLC program purchase a **Quality Kit**. These kits would provide direct access to the Forum’s suite of online and print resources designed to strengthen continuous quality improvement (CQI) efforts statewide.

Each Quality Kit would include:

- Unlimited access to the Forum’s virtual Youth Work Methods (YWM) training library, a comprehensive collection of on-demand, self-paced modules that translate decades of positive youth development research into practical strategies staff can immediately apply to create safe, supportive, interactive, and engaging environments.
- Access to the Scores Reporter (SR), a secure online platform that enables programs to enter assessment data, generate reports, and develop targeted improvement plans aligned with OSDE’s CQI goals.

In addition to these core components, Quality Kits may also include a curated set of foundational printed resources to strengthen staff practice and ensure consistent implementation across sites. Optional add-ons include:

- 1 Quality Guide
- 2 Program Quality Assessments (PQAs)
- 1 PQA Handbook
- 10 Methods Guidebooks
- 1 *Preparing Youth to Thrive* (PWD) book
- 1 PQA Domains & Scales Poster
- 1 Deck of Practice Cards

Depending on OSDE’s selected configuration and the number of sites included, pricing is estimated to range from approximately \$365–\$475 per program. This structure allows OSDE to determine the level of materials and access most appropriate for the statewide network.

This approach ensures that all program staff, regardless of role, size, or location, receive consistent, high-quality professional learning. It reduces barriers related to geography and scheduling, strengthens staff onboarding and retention, and supports OSDE in cultivating a strong, statewide workforce capable of delivering measurable outcomes for youth and families.

The Forum will work closely with OSDE to finalize the components and pricing structure for the Quality Kits, ensuring flexibility, value, and alignment with statewide CQI goals.

## **Project Planning and Alignment**

The Forum affirms its understanding of OSDE’s requirement to meet with the Office of Family and Community Engagement within one month of contract award to create a detailed timeline and implementation strategy for the fiscal year. Like our process of ensuring other large projects begin smoothly, the Forum proposes holding an in-person planning meeting starting in December with OSDE leadership and key project staff to ensure alignment, accountability, and continuous improvement across all activities. The first meeting will serve as a strategy to further build relationships, confirm, and plan upcoming deliverables, align expectations, review the annual training and evaluation calendar, and assign responsibilities. Prior to this meeting, The Forum will prepare and share a draft implementation plan, built from our experience with OSDE’s 21st CCLC network, which will be refined collaboratively during the session to ensure immediate clarity and shared ownership of the plan.

The Forum also proposes a follow-up in-person planning meeting in May 2026. This will provide an opportunity to review grantee progress aligned to statewide goals, celebrate successes, identify lessons learned, and collaboratively plan for the next cycle. This intentional cadence of in-person engagement will further strengthen communication, deepen relationships, foster trust, and create a structured feedback loop that drives both short-term results and long-term quality improvement for grantees.

Please see a preliminary calendar of events uploaded into section 7.2 of this proposal.

## **System Building and Account Management**

The Forum will lead continuous quality improvement system building, contract management, account management, and overall project coordination, while delivering comprehensive training and evaluation support. The project team includes a project manager, system building lead, evaluation lead, and technical support staff. The system building lead will supervise the project manager while working in a matrixed relationship with both the evaluation lead and technical support staff. To promote alignment, accountability, and collaboration, the project manager, system building lead, and evaluation lead will meet with OSDE twice per month, either in person or virtually, to provide implementation updates, review progress toward deliverables, and address emerging needs. Technical support staff and other Forum leaders will attend as needed. In addition, the Forum will maintain ongoing written and/or verbal communication with OSDE staff and grantees to monitor progress, troubleshoot challenges, and strengthen coordination across all project activities.

## **Staff Experience and Qualifications**

The Forum’s project team will consist of highly qualified personnel with relevant expertise in education, youth development, training, technical assistance, data analysis, and project

management. The following table contains names, titles, and key responsibilities of the project team. Staff resumes are available upon request.

<p><b>Venalin Aguilar, CQI Specialist (Project Manager)</b></p> <p>Venalin has worked successfully and collaboratively with OSPI, School’s Out Washington (SOWA), and the American Institutes for Research (AIR) on this project over the past year as the project lead. She is a youth development leader with over a decade of experience supporting young people, families, and communities. She specializes in Continuous Quality Improvement (CQI), and system-building across youth-serving organizations. Currently a CQI Specialist at the Forum for Youth Investment, Venalin designs and facilitates professional learning, coaching, and improvement strategies tailored to local contexts. Her previous roles include launching Tacoma’s first Out-of-School Time Intermediary at Greentrike and managing multiple school-based sites for the Boys &amp; Girls Clubs of South Puget Sound as part of a national initiative. She is a certified trainer in Youth Mental Health First Aid and Youth Work Methods. She is known for her creative facilitation skills and leadership in afterschool environments.</p> <p><b>Key Responsibilities:</b> Serve as the primary point of contact for the contract, ensuring clear and consistent communication with OSDE. Support in the implementation of the Youth Program Quality Intervention (YPQI) cycle. Provide consultation, and oversee project calendar and timelines for targeted training, technical assistance, and networking activities. Manage subcontractors, the project budget, and coordinate the delivery of research, data collection, and reporting services to ensure project goals are met effectively.</p>
<p><b>Alice Anderson, Senior Research and Evaluation Specialist (Evaluation Lead)</b></p> <p>Alice is a Senior Research &amp; Evaluation Specialist at the Forum’s Weikart Center, where she helps organizations use data to strengthen decision-making and improve outcomes for youth. She brings more than a decade of experience leading research and evaluation projects in both formal and informal learning environments, with expertise in continuous quality improvement, training, and applied research. Previously, Alice served as Manager of Audience Research &amp; Impact at the Minneapolis Institute of Art and as a Research &amp; Evaluation Associate at the Science Museum of Minnesota, where she led national initiatives impacting interactive learning spaces. Earlier in her career, she contributed to studies on digital media and professional development at the Center for Children and Technology. Alice holds an Ed.M. from the Harvard Graduate School of Education, a B.A. from Grinnell College, and is pursuing an Ed.D. in Out-of-School Learning at the University of Pittsburgh.</p> <p><b>Key Responsibilities:</b> Lead evaluation design, data collection, and reporting, ensure data quality across all measures, support webinar facilitation, and training on data, provide regular audits, support dashboard development, present research findings, lead the drafting of the annual state evaluation report</p>

**Patrick Freeland, Director of Statewide Quality Improvement Systems (System building Lead)**

Patrick is the Director of Statewide Quality Improvement Systems at the Forum for Youth Investment, where he partners with state education agencies and nonprofits to design and strengthen afterschool and expanded learning systems. He has more than 15 years of experience in youth development, specializing in continuous quality improvement, professional development, and system-level strategies that enhance program effectiveness and youth outcomes. Before joining the Forum, Patrick spent 12 years with Prime Time Palm Beach County, serving in leadership roles within the Quality Improvement team. In these roles, he helped build a nationally recognized system that supported hundreds of afterschool programs, developed job-embedded coaching models, and advanced data-driven practices across the field. Patrick has extensive expertise in strategic planning and collaborative initiatives, with a track record of helping organizations and state systems implement sustainable, research-informed improvement strategies. In addition to his professional work, Patrick volunteers as an international peer reviewer for Social Current (Council on Accreditation) and serves on the board of the Soccer Association of Boca Raton as Director of Girls Soccer, supporting youth engagement and leadership development through sport. He holds an M.S. in Mental Health Psychology from Palm Beach Atlantic University and a B.S. in Psychology from Liberty University.

**Key Responsibilities:** Provide strategic oversight and direction of the project, ensure alignment with overall goals, timelines, and deliverables, consult with all OSDE stakeholders to support system-wide coordination, monitor project performance, ensure compliance with contractual obligations, support subcontracted coaching services, address risks or barriers to successful implementation.

**Sarah Phillips, Director of Research and Evaluation**

Sarah has extensive experience leading and supporting out-of-school time programs and conducting applied research in school and out-of-school time settings. Prior to joining the Forum, she served as the Managing Director of Research & Impact at Mass Insight Education & Research, Inc., where she led all research and evaluation activities for the organization. Sarah also served as the Vice President of Research at Tripod Education Partners, where she developed and validated surveys to support continuous quality improvement in youth-serving organizations. Sarah’s work as a researcher is informed by years of experience as a practitioner. She was one of the Forum’s first Field Consultants, an External Assessor for the Providence After School Alliance, Service Director at City Year Rhode Island, and Program Coordinator at the Alameda County Library and Quilombo/The West Oakland Village Center. Sarah holds a PhD in Social Policy from Brandeis University, an MSW from the University of Michigan, and a BA from Brown University.

**Key Responsibilities:** Support evaluation and design meetings, data collection, analysis, and reporting, oversee the development of dashboards and reports, guide improvement decisions, provide technical assistance and support to Forum research staff, help translate data into outcomes

**Donna Lloyd, Senior Manager, YPQI Implementation (Technical Support)**

Donna leads the coordination and implementation of a range of projects and tasks that support the Forum’s Youth Program Quality unit. This includes operational management of YPQI systems and internal/external logistical processes. Donna began working for the Forum in 2008 as a Data Entry Contractor and later joined the staff in 2009 as a Logistics Coordinator. For over a decade, she has held various roles which allowed her to support local, regional, and statewide organizations to build capacity and strengthen their quality improvement efforts. Her passion for youth development began prior to joining the Forum, when she worked as a team leader and mentor for the Girl Scouts of the Huron Valley Council. During her time there, she organized and co-facilitated after-school programming for young girls ages 6-14 in the Southeast Michigan area. Donna graduated from Eastern Michigan University with a Bachelor of Science degree in Product Design and Engineering Technology and currently resides in Michigan.

**Key Responsibilities:** Manages logistics, provide technical support for system activities, ensure smooth operations of related business work, support the timely arrival of printed materials, and ensure access to virtual offerings

## Summary

The Forum is uniquely positioned to continue its successful partnership with the OSDE and further strengthen Oklahoma’s statewide 21st CCLC system. For more than 15 years, the Forum has partnered with OSDE to implement the nationally recognized YPQI model, ensuring that grantees build safe, supportive, and engaging environments that drive measurable outcomes for children and youth. Backed by over two decades of organizational experience and partnerships across more than 40 states, the Forum brings unparalleled expertise in continuous quality improvement, system building, training, and large-scale evaluation.

In the next phase of partnership, the Forum is committed to deepening the culture of CQI across Oklahoma’s 21st CCLC network. Our comprehensive evaluation services will provide timely, actionable insights through structured data collection, dashboards, and reporting that allow OSDE and grantees to track progress, identify trends, and make evidence-informed decisions. At the same time, our differentiated training supports, ranging from foundational PQA Basics to advanced and customized Mid-Year CQI Check In workshops, will ensure that staff at every stage of the grant cycle have the knowledge and skills to translate training information and evaluation results into meaningful improvement plans. Coupled with targeted coaching and technical assistance, these efforts will foster a cycle of planning, action, and reflection that continuously raises the quality of programs statewide. With seasoned project staff, leadership team, field consultant experts, and dedicated coaches, the Forum is prepared not only to meet OSDE’s expectations but advance a thriving, data-driven culture of continuous improvement that benefits every grantee and every young person served.

**Revised Section 7.8 - Pricing****Budget Summary**

The Forum for Youth Investment carefully developed this budget to balance efficiency, accountability, and impact. It outlines a total required budget of **\$239,372.10**, including indirect and travel.

In addition, the Forum offers \$36,575 in value-added services. The total cost for all required deliverables, all proposed value-added products/services, indirect, and travel costs come to \$275,947.10. Together, these investments ensure a deepened culture of high-quality training, coaching, data collection, and reporting that support continuous quality improvement across OSDE’s 21<sup>st</sup> CCLC project.

<b>Budget Summary</b>	<b>Amount</b>
<b>Total Required Budget</b>	<b>\$239,372.10</b>
Optional Value-Added Services Subtotal	\$36,575
<b>Total with All Required and Value-Added Services</b>	<b>\$275,947.10</b>

**Required Deliverables, Associated Costs, and Description (\$217,611)**

Below is a breakdown of the costs associated with the required deliverables. Details can be found within section 7 of the proposal:

<b>Required Deliverable</b>	<b>CQI Phase</b>	<b>Cost</b>	<b>Description</b>
Bi-Weekly System Building, Communication, and Account Support	Prepare	\$32,260.00	Statewide coordination, technical assistance, and account management to guide CQI efforts.
In-Person Planning Meeting for 2025/2026	Prepare	\$8,660.00	Strategic planning sessions to launch and refine services each program year.
In-Person Planning Meeting for 2026/2027	Prepare	\$8,660.00	Strategic planning sessions to launch and refine services each program year.
Leading with Data Training	Prepare	\$11,640.00	In-person training for all grantees to review PQA data and survey results, setting network-wide goals.
EART Online Renewal	Prepare	\$440.00	Licensing renewal for assessors to maintain qualified evaluation capacity.

OSDE RFP 2025 – EV00000765

3 Webinars - OQA/Scores Reporter, Leading Indicator, and Teacher Report Form	Assess	\$3,510.00	Training webinars to support assessments, surveys, and teacher report form completion.
2026 APR Narrative Statement	Assess	\$6,560.00	Draft annual APR Narrative Statement, synthesizing data, and Impact Statements with GPRA outcomes.
OQA/PQA/PIP Data Collection	Assess	\$5,740.00	Ongoing collection of program quality data and improvement measures.
2025-2026 Leading Indicator Survey Data Collection	Assess	\$8,370.00	Training and administration of family, staff, and youth surveys statewide.
Intro to OCA, PQA Basics, and PQA Plus (Virtual)	Assess	\$13,930.00	2-3 days of virtual foundational workshops on the Organizational Quality Assessment (OQA) and Program Quality Assessment (PQA) tools with differentiated content to support grantee’s needs across all grant cycles.
Site and System-Level Dashboards for Planning and Continuous Improvement	Plan	\$13,800.00	Tools to make Leading Indicator survey data actionable for both local and statewide planning.
Mid-Year CQI Check-In and Mid-Year CQI Check-in Plus	Plan	\$25,755.00	2-3 days of in person workshops intended to translate results into actionable improvement plans for all grantee cohorts, including advanced planning workshops tailored for experienced grantees.
Monthly TA/Coaching Support Meetings for OSDE Coaches	Improve	\$5,590.00	Oversight and coordination meetings to ensure consistency and alignment of OSDE-supported coaching.
Coaching/TA Supports for Grantees	Improve	\$42,696.00	Tailored in-person and virtual support from subcontracted coaches.
2025-2026 Analysis and Reporting	Improve	\$30,000.00	Comprehensive analysis and annual evaluation report to guide continuous improvement.

## Optional Value-Added Services and Products (\$33,250)

Below is a breakdown of the costs associated with the optional value-added services and products. Details can be found within section 7.9 of the proposal:

Value-Added Services and Products	CQI Phase	Cost	Description
Improvement Planning Webinar	Plan	\$1,090	Webinar guiding grantees to enter and track program improvement plans in Scores Reporter.
Deepening Practice Advisory Collaborative	Improve	\$7,520	Advisory council of 7–10 practitioners meeting quarterly to provide feedback on CQI and training.
SY2024-25 State Evaluation Reporting	Improve	\$11,790	Present SY2024-25 findings using OQA, PQA, PIP, survey, and APR data with reflection protocol.
Analysis of PQA Change for Programs 2021–2026	Improve	\$12,500	Analyze statewide PQA changes over 5 years using external assessments and survey data.

## Travel Costs

The total maximum travel costs are **\$33,984** and are integrated into the required deliverables. These costs include mileage, lodging, airfare, transportation, and per diem rates for any in-person coaching visits, statewide meetings, and all Forum/field consultant travel related to planning, evaluation, and CQI system supports within the grant period. All estimated travel-related expenses are based on OSDE regulations and limits. The Forum agrees to adhere to those regulations for any actual travel incurred during the contract.

## Indirect Costs

This proposal includes an indirect cost of **\$21,761.10** for required deliverables (**\$25,086.10** with the additional value-added products and services included). This represents 10% of the modified total direct costs (MTDC) in accordance with the allowable maximum. Indirect costs represent the Forum’s shared overhead and administrative expenses necessary to support the delivery of services outlined in this proposal. These costs are not directly attributable to a single activity but are essential to the successful execution of the contract. The indirect cost rate covers expenses such as:

- Office utilities and rent
- General liability and professional insurance
- Accounting, auditing, and financial oversight
- Human resources and payroll services
- General office supplies

OSDE RFP 2025 – EV00000765

- Software and tools (i.e., Tableau)
- Organizational leadership and governance
- Legal and compliance services

This rate ensures that the organization can maintain the infrastructure required to provide high-quality technical assistance, capacity building, evaluation, and program implementation support to OSDE and grantees, while adhering to federal cost principles and maintaining fiscal responsibility. No additional overhead or administrative fees will be charged beyond the approved 10% indirect rate. All indirect costs will be applied only to eligible direct cost line items, in accordance with federal and state guidelines.

## **ATTACHMENT E-2 MASTER TERMS**

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## **Section 7.9 – Value-Added Products and Services**

Below is a summary of four additional value-added products and services totaling \$45,310. The Forum believes these value-added services and products will deepen the existing culture of quality and ensure its sustainability, growth, and impact over time.

### **Improvement Planning Webinar (price \$1,090)**

This optional webinar guides OSDE Grantees through the process of building and documenting their program improvement plans directly in the Scores Reporter module. Participants will learn how to enter their plan, use optional progress check and goal review features, and track milestones over time. By leveraging Scores Reporter in this way, programs can generate a clear picture of how improvement efforts unfolded, when key actions were completed, and how progress connects back to their overall CQI goals. The session will also provide space for sharing strategies and tips across programs, supporting a stronger culture of continuous improvement.

### **Deepening Practice Advisory Council (price \$7,520)**

To further strengthen Oklahoma’s 21st CCLC continuous quality improvement system, we propose establishing a Deepening Practice Advisory Council. This committee would be comprised of 7-10 members (i.e., program directors, site coordinators, frontline staff members, and other representatives from across the state), convened by OSDE and supported by the Forum team. The advisory council would meet virtually four times annually for up to 2 hours each session to provide structured feedback on program quality, professional development trainings, evaluation needs, CQI implementation challenges, and offer input on emerging priorities and needs. By directly engaging practitioners and 21st CCLC constituents, the council ensures that system-level strategies are shaped by those most closely connected to the work in schools and communities.

This structure would deliver multiple benefits to OSDE’s 21st CCLC system. It would build stronger buy-in by inviting practitioners to help inform design needs and solutions, which increase investment and ownership of the quality improvement process within programs. It would also enhance communication by creating a reliable two-way channel between OSDE, grantees, and the Forum, ensuring that training and evaluation activities are responsive and feasible. Finally, it would increase system effectiveness by generating timely insights that help OSDE refine statewide goals, improve alignment with federal requirements, and strengthen program outcomes for students. Over time, the advisory committee could become a mechanism not only for quality assurance but also for innovation and continuous improvement across Oklahoma’s 21st CCLC network.

## **SY2024-25 State Evaluation Reporting (price \$12,850)**

In addition to the two interim evaluation presentations described in Section 7, The Forum would be pleased to draft a presentation summarizing key findings from SY2024-25. The presentation will examine progress towards statewide goals and objectives using OQA, PQA, PIP, Leading Indicator survey, and APR data collected during SY2024-25.

SY2024-25 evaluation findings will be summarized in a PowerPoint presented to OSDE stakeholders during a regularly scheduled team meeting in mid- to late fall 2025. In addition to reviewing results, Forum staff will use an established data protocol, such as the “What? So What? Now What?” Reflection Model, to help OSDDE leaders make meaning of results and identify implications for improving stakeholder experience, YPQI implementation, as well as staff and youth outcomes.

## **Analysis of PQA Change for Programs from 2021-2026 (price \$11,790)**

Grantees receive funding for five years and participate in program quality improvement efforts during the entire grant cycle. As a result, OSDE has the unique ability to understand typical patterns of program quality growth over time in both individual programs and as a network. In addition to conducting PQA self-assessments each year, all programs receive external PQA assessment in the third year of their grantee cycle. Because external assessors have completed advanced training and achieved 80% reliability with master PQA scores, external-assessment scores are best suited for monitoring changes to program quality over time.

We propose examining statewide changes in program quality over the past five years using external assessments completed on all grantees between 2021-2022 to 2025-2026. Between 2021 and 2025, 160 external assessments were entered in Scores Reporter. Combined with data from Program Improvement Plans and Leading Indicators surveys, we can identify the organizational features differentiating high and low-performing programs and examine the relationship between quality and youth outcomes. This project is guided by these research questions: (1) How do features of programs and engagement in CQI predict PQA scores?, and (2) How do PQA scores predict student outcomes?

We will use scatterplots to view trends descriptively as well as t-tests and regression models to examine the predictors of program quality and youth outcomes and explore statistically significant changes to these predictors from one year to the next and over the complete grant cycle. Based on input from OSDE, we will disaggregate results and examine differences in year to year changes for up to three factors such as: program size or type (e.g. elementary or secondary, rural or urban locations), offering observed (academic enrichment vs. homework help) and/or engagement with CQI process (as measured by Director and Staff Leading Indicators surveys).

## OSDE RFP 2025 – EV00000765

This project re-engages the OSDE as an important partner in generating original research within the youth program quality landscape. The analyses will contribute to existing research on the effectiveness of the YPQI theory of action by offering a portrait of network-wide engagement with program quality improvement.

# 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*

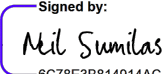
**CERTIFICATION REGARDING LOBBYING  
Required by 31 CFR Part 21**

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.

Signed by:  
  
 6C78E3BB14914AC

**Signature of Supplier's Authorized Official**

Neil Sumilas	12/5/2025
_____ Name	_____ Date
Chief Operating Officer	
_____ Title	