OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA CONTRACT WITH COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL ADMINISTRATION, INC.

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma State Department of Education and Cooperative Council for Oklahoma School Administration, Inc. ("Supplier") and the initial term of the Contract shall be from July 1, 2026, through June 30, 2027, with five (5) one-year options to renew.

Purpose

The State is awarding the Contract to Supplier for the provision of Information and training in accordance with IDEA for First-Year Public-School District Special Education Directors, as more particularly described in certain Contract Documents. 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, Attachment A;
   2.2. General Terms, Attachment B;
   2.3. Agency Terms, Attachment C; Reserved.
   2.4. Response to Specification, Attachment E;
   2.5. Pricing Doc, Attachment E-3;
   2.6. Federal Funding 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 Department of Education.

   Please send invoices and billing inquiries to:
   2500 North Lincoln Boulevard, Oklahoma City, Oklahoma 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.

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 DEPARTMENT OF EDUCATION :

By: Tom R Newell
Tom R Newell (May 11, 2026 08:56:57 CDT)

Name: Tom R Newell

Title: Chief of Staff

Date: May 11, 2026

Agency Counsel

By: Jacki K. Phelps
Jacki K. Phelps (May 7, 2026 12:54:58 CDT)

Name: Jacki Phelps

Title: General Counsel

Date: 5/5/26

COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL ADMINISTRATION, INC.

By: Pam Deering

Name: Pam Deering

Title: CCOSA Executive Director

Date: 5/7/2026

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 L Otis
Amanda Otis (May 11, 2026 09:28:15 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: May 11, 2026

Attachment A

OKLAHOMA
Office of Management
& Enterprise Services

AGENCY SOLICITATIONS
SOLICITATION NO. EV00000857

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 (OSDE) by 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 OSDE from potential vendors to provide a contract to train first year special education directors in Oklahoma Public School Districts and to ensure the implementation of the Individuals with Disabilities Education Act (IDEA) at the district level. The vendor will provide mentorship and training to first year Special Education Directors in Oklahoma, per the federal regulations under the IDEA to ensure that all personnel necessary to carry out Part B of the Act are appropriately and adequately trained (34 CFR §300.207), allowable under 34 CFR§300.704. A contract resulting from this solicitation may be designated for use as a statewide contract. *See* 74 O.S. § 85.5(G)(3).

The contract is awarded on behalf of the OSDE for first year Special Education director training.

1. Contract Term and Renewal Options

1.1 The initial contract term, which begins on the Date of Award through June 30th, 2027, with five (5) one-year options to renew the contract.

2. Solicitation Criterion

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

2.1.1 Mandatory Requirements
2.1.2 Scope of Service
2.1.3 Performance Activities
2.1.4 Price

2.2 In awarding of the contract, there shall be a three-percentage point bonus given to service-disabled veteran businesses doing business as Oklahoma firms, corporations or individuals, or which maintain Oklahoma offices or places of business. See O.S. §74-85.4(4)(E).

3. Mandatory Requirements

3.1. The Bid Response shall show the ability of the Bidder to meet or exceed the following mandatory requirements:

3.1.1 Vendor must have at least 5 years of experience providing IDEA professional development to special education school administrators.

4. Scope of Service

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

4.1.1 Vendor shall provide information and training in accordance with IDEA for First-Year Public-School District Special Education Directors; at least three training courses must be in person.

4.1.2 Vendor shall provide mentorship for First-Year Public-School District Special Education Directors in Oklahoma.

5. **Performance Activities**

5.1. The vendor must state in its response any experience it has with each activity and exactly how it plans to complete all activities of this section, providing detailed information and stating affirmatively its understanding of the activities:

- **5.1.1** Vendor must provide mentorship training for Experienced Public School District Special Education Directors in Oklahoma who agree to serve as a mentor to a mentee assigned by the successful supplier.
- **5.1.2** Vendor must provide all labor, material, equipment and supervision to accomplish the scope of service.
- **5.1.3** Vendor must collaborate with the OSDE before providing training and information to first year special education directors and will obtain approval from the OSDE for all training and informational materials before making them available to the participants.
- **5.1.4** Vendor will invite and plan for an OSDE representative to attend each training session.
- **5.1.5** Vendor will grant rights for all training and informational materials to the OSDE and provide the OSDE with electronic copies of these materials.
- **5.1.6** Vendor will provide a product sample (sample presentation and agenda for 1 meeting) to the OSDE that demonstrates superior quality performance.
- **5.1.7** Vendor will provide a sample training calendar to the OSDE that demonstrates a variety of IDEA leadership topics that focus on IDEA compliance and improving student outcomes.
- **5.1.8** Vendor will provide contact information for participants upon the request of OSDE. Contact information should include name, email address, phone number, position, title and local education agency.
- **5.1.9** Vendor will provide OSDE a final itemized accounting and invoicing of all expenditures made pursuant to this contract within thirty days following the end of the contractual period.
- **5.1.10** Vendor will provide OSDE an annual report of the activities and outcomes of the project pursuant to this contract within thirty days following the end of the contractual period.

6. **Pricing**
   - **6.1** Pricing shall be submitted on Exhibit 1.
   - **6.2** Value-added products and/or services within scope of the Acquisition should be included on Exhibit 1.
7. **Executive Summary and Company Information** Exhibit 2 - Executive Summary and Company Information.
8. **All technical responses** located in section 7.7 of Bidder Instructions.
9. **The response to pricing** shall be proposed using Exhibit 1.
10. **Value-added products and/or services within scope of the acquisition** are to be included in Exhibit 1.
11. **Business references** shall be proposed using Exhibit 3.

ATTACHMENT B

OKLAHOMA
Office of Management
& Enterprise Services

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, supplier may request a price increase no more than once per contract year by submitting a request to OMES Central Purchasing (CP) at least 30 days prior to the end of the then current term. OMES CP will take requests to increase price into account up to but not exceeding the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) percentage change rates for the current calendar year in which the price increase request is made. OMES reserves the right to refuse such price increases at our sole discretion. A price increase will not be effective until approved in writing by the category manager.

1.4 The state may extend the contract for 90 days beyond a final renewal term at the contract compensation rate for the extended period. If the state exercises such option to extend 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 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 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 that include, 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 OAC 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 Oklahoma 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 (vii) all intellectual property rights in any of the foregoing that are or were created, prepared, developed, invented or conceived for the use of benefit of customer in connection with this contract or with funds appropriated by or for customer or customer's benefit (a) by any supplier personnel or customer personnel or (b) any customer personnel who then became personnel to supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with customer.

5 Pricing

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

5.2 Pursuant to 74 0. 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 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 who are 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 set off.

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 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 if employer vehicles will be used in connection with performance of supplier's obligations under the contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, supplier shall ensure each insurance policy includes a notice of cancellation and includes the state and its agencies as certificate holder and shall promptly provide proof to the state of any renewals, additions or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the contract is a continuing obligation until supplier has no further obligation under the contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for commercial general liability, auto liability and employers' liability. Unless agreed between the parties and approved by the state purchasing director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' compensation and employer's liability insurance in accordance with and to the extent required by applicable law.

B. Commercial general liability insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than 2,000,000 per occurrence.

C. Automobile liability insurance with limits of liability of not less than $2,000,000 combined single limit each accident.

D. If the supplier will access, process or store state data, then security and privacy liability insurance, including coverage for failure to protect confidential information and failure of the security of supplier's computer systems that results in unauthorized access to customer data with a limit of not less than $5,000,000 per occurrence.

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 CFR part 376 in connection with Debarment, Suspension and other responsibility matters.

D. 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.

E. Anti-Lobbying Law set forth at 31 U.S.C. § 1352 and as implemented at 45 CFR Part 93.

F. Requirements of IRS 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, defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at e-verify.gov.

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

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 of Oklahoma Information Security Policy, Procedures and Guidelines set forth at e-verify.gov. Supplier is responsible for reviewing and relaying such policies covering the above to the supplier's employees, agents and subcontractors.

9.3 At no additional cost to customer, the supplier shall maintain all applicable licenses and permits required in association with its obligations under the contract.

9.4 In addition to compliance under subsection 9.1 above, supplier shall have a continuing obligation to comply with applicable customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the contract of the supplier's obligations under the contract and supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the contract. At the request of the state, supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the contract.

9.6 As applicable, supplier agrees to comply with the governor's executive orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the state, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the state.

9.7 The execution, delivery and performance of the contract and any ancillary documents by supplier will not, to the best of supplier's knowledge, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of any written contract or other instrument between supplier and any third party.

9.8 Supplier represents that it can 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 noncompliant, supplier shall correct and redeliver 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 nonelectronic 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 relating to the contract for the duration of the contract and for a period of seven 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 years from the date that all issues arising out of the action are resolved or until the end of the seven-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 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 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 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 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 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 reperform or redeliver in the case of a service, with at least a functional noninfringing 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, association, municipality or political subdivision of the state pursuant to Okla. Const. art. 10, § 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 60 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) 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 nonsupplier-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) nonsupplier 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 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 15-day 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 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 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 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 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 public relations (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, marketing or communication services. The state may immediately terminate the contract with no more than a 10-day 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 a 30-day 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 the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the state shall be employed or given anything of value 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, nonperformance 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; 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 email.

If sent to the state:

OMES Central Purchasing, Attn: State Purchasing Director
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:
OMES Central Purchasing, Attn: Deputy General Counsel
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

26 Miscellaneous

26.1 Choice of Law and Venue

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

26.2 Employment Relationship

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

26.3 Transition Services

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

26.4 Publicity

The existence of the contract or any acquisition is in no way an endorsement of supplier, the products or services and shall not be so construed by supplier in any advertising or publicity materials. Supplier agrees to submit to the state all advertising, sales, promotion and other publicity matters relating to the contract wherein the name of the state or any customer is mentioned or language used from which, in the state's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion or publicity matter or release any informational pamphlets, notices, press releases, research reports or similar public notices concerning the contract or any acquisition hereunder without obtaining 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 express written consent by the other party.
- **B.** The contract is a nonexclusive 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 nonconflicting 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. EV00000857

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SECTION 7: RESPONSE TO SPECIFICATIONS AND REQUIREMENTS

7.7.1 The portion of the bid to be submitted in this section shows the ability of the bidder to meet or exceed any acquisition specifications and requirements found in Attachment A. Please include timelines for deliverables when applicable.

ATTACHMENT A

1. Contract Term and Renewal Options

   1.1 No response is required.

2. Solicitation Criterion

   2.1 No response is required.

   2.2 CCOSA does not meet the criteria for the three percentage point bonus.

3. Mandatory Requirements

   3.1 The Bid Response shall show the ability of the Bidder to meet or exceed the following mandatory requirements:

      3.1.1 Vendor must have at least 5 years of experience providing IDEA professional development to special education school administrators.

      CCOSA understands this requirement.

      CCOSA began providing IDEA professional development to special education school administrators in the fall of 2011, when the Oklahoma Directors of Special Services (ODSS) became an affiliate organization within CCOSA.

      CCOSA is the leader among all state educational organizations in creating, adapting and disseminating high-quality resources and training that explain current special education issues, laws, rules and regulations. CCOSA's special education materials and training help special education school administrators understand and carry out their responsibilities under the IDEA, state special education law and the OSDE Policies and Procedures for Special Education in Oklahoma.

      ODSS presents an annual Best Practices Conference for special education administrators from across the state. Over 200 attended the most recent Conference at the Edmond Conference Center on February 19-20, 2026. In addition to special education school administrators, attendees included SDE Special Education Services personnel.

CCOSA also provides professional development to groups of special education administrators in regional meetings five to ten times per school year and to individual Oklahoma school districts seeking special education professional development for their special and general education administrators.

CCOSA provided a similar program of professional development for first year special education directors in Oklahoma under contracts with OSDE from 2013 through 2023. See 7.3.4, above. When its second contract with OSDE terminated, CCOSA, through its affiliate ODSS, developed its own New and Early Career Special Education Directors professional development program, which it has operated from July 1, 2024, to the present.

4. Scope of Service

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

4.1.1 Vendor shall provide information and training in accordance with IDEA for First-Year Public-School District Special Education Directors; at least three training courses must be in person.

CCOSA understands this requirement.

Under both of its previous contracts with SDE to provide information and training in accordance with IDEA for First-Year public school district special education directors, CCOSA annually provided four half-day in-person training sessions, in September, October, November and December, and two webinars during the following spring. While the pandemic was underway, CCOSA delivered the in-person training sessions in a virtual format. After the pandemic eased and in-person sessions could be safely provided, CCOSA offered the in-person sessions in both an in-person and virtual format. CCOSA provided an agenda and materials to SDE in advance of each session and provided the agenda and materials to participants at the start of each session.

As part of its New & Early Career Special Education Directors group sessions during the 2024-25 and 2025-26 school years, CCOSA provides a full-day in-person professional development session for new (first-year) and early career (second-year and beyond) special education directors in July and two-hour virtual sessions on the following schedule: one in July, two per month in August, September and October, and one per month in November through May. The day before each session, CCOSA provides a list of Discussion Topics and resources to all director participants in the New & Early Career group. The Discussion Topics focus on upcoming work and deadlines in which all special education directors are participating. Experienced special education directors handle the majority of discussion during each session. Substantial time is spent answering questions posed by participating directors. The purpose of these sessions is to help directors understand how to perform their day-to-day job responsibilities and to develop community among directors in an effort to keep them working in the profession. After each virtual session, CCOSA provides all director participants the Discussion Topics and the virtual recording link for the session.

If awarded this contract, CCOSA will collaborate with SDE to schedule a total of four training and information sessions of at least **three and no more than four hours** each for first-year public school district special education directors. If agreeable to SDE, CCOSA will hold the first session on the morning of July 30. SDE has already set aside this date for a New Directors Meeting. CCOSA will schedule three additional sessions to be held in September, October or November and December. At least three of the four sessions will take place in person. CCOSA will arrange an appropriate location for the in-person sessions and an appropriate platform for the virtual session.

To be clear, if awarded this contract, CCOSA will also continue to operate its own New & Early Career Special Education Directors virtual group sessions, which have a different purpose than the training for which SDE is seeking this contract. The purpose of the New & Early Career group sessions is to support and assist special education directors in completing the day-to-day activities required of most directors, such as how to determine if a special education teacher has the appropriate certification to assign grades for a specific course and how to find and correct information errors in preparation for October 1 Child Count. CCOSA will develop different agendas and materials for the first-year public school district special education director in-person sessions than the Discussion Topics and materials it uses for the New & Early Career Special Education Directors group virtual sessions.

4.1.2 Vendor shall provide mentorship for First-Year Public-School District Special Education Directors in Oklahoma.

CCOSA understands this requirement.

Under both of its previous contracts with OSDE to provide mentorship for First-Year public school district special education directors, CCOSA assigned an individual mentor with at least three years of experience as an Oklahoma special education director to each participating first-year director. The following numbers reflect the number of first-year directors who participated during each year (July 1 – June 30) covered by the previous OSDE contracts:

2013-14	40	2019-20	53
2014-15	63	2020-21	43
2015-16	74	2021-22	67
2016-17	52	2022-23	77
2017-18	57	2023-24	96
2018-19	46	Total	668

The average number of yearly participating first-year special education directors over the 11 years CCOSA contracted with OSDE is 61. The highest number – in SY2023-24 – was 96. As Oklahoma has experienced record declines in the number of certified special education teachers working in its public schools, turnover among individuals employed as public school special education directors has increased and remains high.

Under its previous contracts with OSDE, CCOSA prioritized assigning mentor directors to first-year directors in the same geographic area and from similar size districts. In many years, to meet the need for experienced mentor directors, some experienced directors served as a mentor to more than one first-year director. CCOSA asked all mentor directors to assist their mentees by guiding them in finding answers to questions and by sharing experiences and resources. Mentors and mentees emailed, talked by phone and texted. Many mentor directors met in person with their mentees at in-person training sessions and at either the mentor or mentee's district.

SDE terminated its second contract with CCOSA during the 2023-24 school year. During the 2024-25 school year, through its own New & Early Career Special Education Directors group, CCOSA continued to ask experienced directors to serve as volunteer mentors to new directors. That year, 60 directors who participated in the New & Early Career group identified themselves as first-year directors. Wanting to keep a mentoring process going although it no longer contracted with OSDE, CCOSA continued the same mentor assignment process it had developed while working with OSDE.

During the 2025-26 school year, CCOSA, in consultation with the experienced director members of its affiliate, ODSS, determined that it would not continue asking experienced directors to accept unpaid assignments as volunteer mentors. Although more experienced directors still help less experienced and first-year director colleagues, they do it outside of a CCOSA-directed process.

During the 2025-26 school year, CCOSA's affiliate, ODSS, set up six "Group Me" groups of between 10 and 20 directors each, using the Group Me app. The groups are divided by region and district size. Each group purposely includes a mix of new, early career and experienced directors. The participating directors use these groups to share information and resources, seek assistance and support and build community with their director colleagues. This successful experience has encouraged CCOSA to identify new ways to provide mentoring opportunities between future new and early career special education directors and experienced special education directors.

The transition into a public school district special education director role requires the first-year director to take on complex responsibilities, including legal compliance, program oversight, staffing (for some), budgeting (for some) and collaboration with families, school administrators and even community partners. To support new leaders during this transition, if CCOSA is awarded this contract, its mentoring program will provide a structured mentoring opportunity to build directors' knowledge, confidence and professional connections.

Rather than assigning each first-year director to a single mentor, CCOSA's program will use a **cohort mentoring model** that connects mentees with a group of experienced special education directors. The term "experienced" means that the mentors will have at least three previous years of experience as an Oklahoma public school special education director. Use of the cohort mentoring approach allows first-year directors to benefit from the collective expertise of multiple mentors who bring a variety of experiences and specialized knowledge in different aspects of special education leadership. Through this model, the mentees will gain access to a broader range of perspectives and practical strategies. Because the work of special education leadership covers many areas, having access to multiple mentors allows mentees to seek guidance from individuals whose experience most closely aligns with the specific challenges they're facing.

The cohort structure will also foster collaborative learning among participants. First-year directors will engage in group discussions and problem-solving conversations about real-life leadership challenges. This environment will help reduce the isolation that new leaders can experience and promote development of a professional support network that extends beyond the mentoring program.

In addition, the cohort mentoring model will increase program flexibility and responsiveness. With a group of experienced mentors available, mentees can obtain guidance and feedback more readily, rather than depending on the availability of one person. Overall, the mentoring structure CCOSA will use is designed to provide more comprehensive, responsive and relationship-centered supports that build the capacity of first-year special education directors and will contribute to more effective leadership in public school district special education programs.

5. Performance Activities

5.1 The vendor must state in its response any experience it has with each activity and exactly how it plans to complete all activities of this section, providing detailed information and stating affirmatively its understanding of the activities:

5.1.1 Vendor must provide mentorship training for Experienced Public School District Special Education Directors in Oklahoma who agree to serve as a mentor to a mentee assigned by the successful supplier.

CCOSA understands this activity.

CCOSA's previous experience in providing mentor training for experienced special education directors occurred as part of its second contract with OSDE. CCOSA provided informal training to mentors that focused on making initial contact with their mentees, offering support and documenting contacts.

If awarded this contract, CCOSA will require mentor directors to participate in a virtual orientation designed to prepare them for the cohort mentoring model. The training will focus on effective mentoring practices, strategies for facilitating professional discussions and expectations for supporting first-year special education directors. The orientation will also cover confidentiality, the goals of the mentoring program and methods of encouraging reflective problem-solving among mentees. The training is designed to be concise and practical and will take approximately 60-90 minutes to complete.

5.1.2 Vendor must provide all labor, material, equipment and supervision to accomplish the scope of service.

CCOSA understands this activity.

Under its previous contracts with OSDE, CCOSA took responsibility for arranging and providing all labor, materials, equipment and supervision needed. If awarded this contract, CCOSA will do the same.

5.1.3 Vendor must collaborate with the OSDE before providing training and information to first year special education directors and will obtain approval from the OSDE for all training and informational materials before making them available to the participants.

CCOSA understands this activity.

Under its previous contracts with OSDE, CCOSA collaborated with designated OSDE representatives before providing training and information to first year special education directors and obtained approval from OSDE for all training and informational materials before making them available to the participants. If awarded this contract, CCOSA will do the same.

5.1.4 Vendor will invite and plan for an OSDE representative to attend each training session.

CCOSA understands this activity.

Under its previous contracts with OSDE, CCOSA invited OSDE representatives to attend each training session. If awarded this contract, CCOSA will invite and plan for attendance by any OSDE representatives that would like to attend.

5.1.5 Vendor will grant rights for all training and informational materials to the OSDE and provide the OSDE with electronic copies of these materials.

CCOSA understands this activity.

Under its previous OSDE contracts, CCOSA granted rights for all training and informational materials it used to OSDE and provided OSDE with electronic copies of the materials. If awarded this contract, OSDE will do the same.

5.1.6 Vendor will provide a product sample (sample presentation and agenda for 1 meeting) to the OSDE that demonstrates superior quality performance.

CCOSA understands this activity.

See the Sample Presentation, a PowerPoint entitled *IEPs as Living Documents: Legal Expectations for Review and Revision under the IDEA*, attached.

See the Sample Meeting Agenda, attached. This meeting agenda is for the first of four proposed sessions that follow the Sample Training Calendar provided in response to item 5.1.7.

5.1.7 Vendor will provide a sample training calendar to the OSDE that demonstrates a variety of IDEA leadership topics that focus on IDEA compliance and improving student outcomes.

CCOSA understands this activity.

See the Sample Training Calendar, attached. The sequence of training and training topics are intended to take first-year directors from a basic focus on what the IDEA requires to a broader focus on how to lead a system that improves outcomes.

5.1.8 Vendor will provide contact information for participants upon the request of OSDE. Contact information should include name, email address, phone number, position, title and local education agency.

CCOSA understands this activity.

Under its previous contracts with OSDE, CCOSA provided Excel spreadsheets including participant contact information. If awarded this contract, CCOSA will provide OSDE with contact information in an appropriate format for participants, including name, email address, phone number, position, title and local education agency, upon request.

5.1.9 Vendor will provide OSDE a final itemized accounting and invoicing of all expenditures made pursuant to this contract within thirty days following the end of the contractual period.

CCOSA understands this activity.

Under its previous OSDE contracts, CCOSA provided a final itemized accounting and invoicing of all expenditures following the end of the contractual period. If awarded this contract, CCOSA will provide the final itemized accounting and invoicing of all expenditures made pursuant to the contract within 30 days following the end of the contractual period.

5.1.10 Vendor will provide OSDE an annual report of the activities and outcomes of the project pursuant to this contract within thirty days following the end of the contractual period.

CCOSA understands this activity.

Under its previous contracts, CCOSA provided periodic reports of activities and outcomes through the term of the contracts and at the end. If awarded this contract, CCOSA will provide OSDE an annual report of the activities and outcomes of the project pursuant to the contract within 30 days following the end of the contractual period.

7.7.2 Not applicable.

7.7.3 Not applicable.

7.7.4 Not applicable.

7.7.5 Not applicable.

7.7.6 Not applicable.

7.7.7 Not applicable.

7.7.8 Not applicable.

IEPs AS LIVING DOCUMENTS: LEGAL EXPECTATIONS FOR REVIEW AND REVISION UNDER THE IDEA

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2026 Oklahoma Special Education Law Conference
January 26, 2026

1

1

REVIEW AND REVISION OF IEPs – 34 CFR 300.324(b)

300.324 (b) Review and revision of IEPs—

(1) General. Each public agency must ensure that, subject to paragraphs (b)(2) and (b)(3) of this section, the IEP Team—

(i) **Reviews** the child's IEP periodically, **but not less than annually,** to determine whether the annual goals for the child are being achieved; **and**

2

2

REVIEW AND REVISION OF IEPs – 34 CFR 300.324(b), CONT'D

(ii) **Revises** the IEP, as appropriate, to address—

(A) Any lack of expected progress toward the annual goals described in §300.320(a)(2), and in the general education curriculum, if appropriate;

(B) The results of any reevaluation conducted under §300.303;

(C) Information about the child provided to, or by, the parents, as described under §300.305(a)(2);

(D) The child's anticipated needs; or

(E) Other matters.

3

3

REVIEW AND REVISION OF IEPs – 34 CFR 300.324(b), CONT'D (2)

(2) Consideration of special factors. In conducting a **review** of the child's IEP, the IEP Team must consider the same special factors described in 300.324(a)(2) that it considered when **developing** the IEP.

- The special factors address student needs -
  - (i) when behavior impedes the child's or others' learning;
  - (ii) involving limited English proficiency;
  - (iii) concerning instruction in and use of Braille when the child is blind or visually impaired;
  - (iv) in communication, with additional considerations for a child who is deaf or hard of hearing; and
  - (v) for assistive technology devices and services.

4

4

REVIEW AND REVISION OF IEPs – 34 CFR 300.324(b), CONT'D (3)

(3) Requirement with respect to regular education teacher. A regular education teacher of the child, as a member of the IEP Team, must, consistent with 300.324(a)(3), participate in the **review and revision** of the child's IEP.

- Section 300.324(a)(3) requires the regular education teacher to participate in **development** of the child's IEP, including the determination of—

  (i) Appropriate positive behavioral interventions and supports and other strategies for the child; and

  (ii) Supplementary aids and services, program modifications, and support for school personnel consistent with §300.320(a)(4).

- Therefore, a regular education teacher of the child must participate to the same degree in **review and revision** of the IEP.

5

HOW THE *ENDREW F* DECISION APPLIES TO IEP REVIEW & REVISION

The IEP of a student "who is not fully integrated in the regular classroom and not able to achieve on grade level" must be:

(1) Procedurally compliant **and**

(2) Reasonably calculated to enable the child **to make progress appropriate in light of the child's circumstances.** *Endrew F. v. Douglas County School District*, 580 U.S. 176, 137 S. Ct. 988 (2017)

6

ENDREW F, CONT'D

- Further, "[the child's] educational program must be appropriately ambitious in light of his circumstances"
- "The goals may differ, but every child should have the chance to meet challenging objectives"

7

ENDREW F, CONT'D (2)

- Any court that reviews a dispute about the adequacy of an IEP "may fairly expect [school] authorities to be able to offer a cogent and responsive explanation for their decisions that shows the IEP is reasonably calculated to enable the child to make progress appropriate in light of his circumstances."
- Because the Court didn't elaborate on what "appropriate" progress will look like from case to case, "[t]he adequacy of a given IEP turns on the unique circumstances of the child for whom it was created."

8

WHAT HAPPENED IN THE *ENDREW F* CASE ON REMAND TO FEDERAL DISTRICT COURT?

- In 2018, the Colorado federal district court re-reviewed the sufficiency of Endrew's challenged IEP in light of the Supreme Court's 2017 decision and reversed its own previous decision, this time finding for the parents. *Endrew F. v. Douglas County School District RE-1*, No. 1:2012cv02620 (D. Colo. 2018)
- "[T]he [challenged] IEP offered to him by the District in this case was insufficient to create an educational plan that was reasonably calculated to enable [Endrew] to make progress, even in light of his unique circumstances, based on the continued pattern of unambitious goals and objectives of his prior IEPs."

9

ENDREW F BACK IN FEDERAL DISTRICT COURT, CONT'D

- "In this case, [Endrew's] past educational and functional progress – as evidenced by the changes to his yearly IEPs after second grade – was minimal at best."
- "Those changes consisted of only updates and minor or slight increases in the objectives, or carrying over the same goals from year to year, or abandonment if they could not be met."
- "The [challenged] IEP was clearly just a continuation of the District's educational plan that had previously only resulted in minimal academic and functional progress."

10

ENDREW F BACK IN FEDERAL DISTRICT COURT, CONT'D

- The District had no formal plan addressing Endrew's behavioral issues when it proposed the challenged IEP although it claimed to have embedded functional behavioral assessment principles and goals into his previous IEPs.
- "The District's inability to properly address [Endrew's] behaviors that, in turn, negatively impacted his ability to make progress on his educational and functional goals, also cuts against the reasonableness of the [challenged] IEP."

11

LESSONS FROM *ENDREW F* ABOUT IEP REVIEW & REVISION

- Inability to address student behavior issues effectively can be the reason a district fails to develop an IEP reasonably calculated to enable a student to make appropriate progress in light of their unique circumstances.
- When student behavior is an issue, work on the behavior, whatever the student's educational placement may be.
- If progress is questionable or non-existent, seek answers through the IEP team process, meeting as frequently as needed.
- All teachers and providers should consistently document their efforts and outreach.
- When a district has exhausted its capacity, consider use of an outside behavior consultant using research-based strategies to support the team.

12

ANNUAL IEP REVIEW TO DETERMINE WHETHER GOALS HAVE BEEN ACHIEVED

- School districts have an obligation to review and revise a student's IEP at least annually even when the student's needs haven't changed or when the student made expected progress on annual goals. 34 CFR 300.324(b); State-Level Complaint 2023:580, Northwest Colorado BOCES p. 15 (Colo. Dept. of Education).
- Make sure teachers and other providers are "closing" annual IEP goals from the current IEP with a final progress report before developing a new subsequent IEP.

13

13

OTHER TEAM TASKS AT THE ANNUAL IEP REVIEW MEETING

- Other required work for the annual IEP meeting, according to OSDE's Special Education Policies & Procedures, p. 248:
  - All of the functions listed on slide 3; **and**
  - Monitoring the student's continuing eligibility based on evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and, when applicable, benchmarks/objectives.

14

14

PERIODIC IEP REVIEW MEETINGS BETWEEN ANNUAL MEETINGS – LACK OF EXPECTED PROGRESS

- One big reason for holding one or more IEP meetings between annual IEP meetings is to address a lack of expected progress toward annual goals or in the general education curriculum. OSDE, Policies & Procedures, p. 250.
- In State-Level Complaint 2025:583, Jefferson County R-1 (Colo. Dept. of Education), parent filed a formal complaint alleging, among other things, that the District didn't review and revise their 13-year-old's IEP to address a lack of appropriate progress in math, despite parent requests.

15

15

PERIODIC IEP REVIEW MEETINGS - LACK OF EXPECTED PROGRESS, CONT'D

- Parent had raised concerns to the District that the class was too hard for their child with emotional disturbance and that he needed 1:1 direct instruction at his level; after a year, the student had progressed from 20% accuracy to 50% but still fell short of his 70% math addition and subtraction goal; he was missing about 60% of his math classes and, when present, resisted working with the math specialist; and he was frequently off task or disruptive.
- With outside math tutoring paid for by parents, he mastered the goal within a month.
- The Department found the District's failure to review and revise the IEP due to student's lack of expected progress impeded his right to FAPE and deprived him of educational benefit. The District agreed to reimburse the parents for the math tutoring.

16

16

PERIODIC IEP REVIEW MEETINGS BETWEEN ANNUAL MEETINGS – OTHER REASONS

- OSDE's Policies & Procedures, pp. 249-50, identify a **non-exhaustive list of other reasons the IEP team may need to convene** between annual meetings:
  - The parent, school staff member, or another IEP member thinks there's a problem with the IEP or that the student's placement or services are inappropriate.
    - *The district should grant every reasonable request for an* IEP meeting and issue a Written Notice to Parents form explaining any denial of a parent request to meet.

17

PERIODIC IEP REVIEW MEETINGS - OTHER REASONS, CONT'D

- Amending a student's IEP to reflect services to be delivered during a long-term suspension when conduct is determined not to be a manifestation of the student's disability.
- Consistently reviewing a student's behavioral progress toward a specific goal while on a shortened school day and amending the student's school day length, as determined appropriate.
- Addressing unique student situations.

18

AMENDING THE IEP BETWEEN ANNUAL MEETINGS WITHOUT CONVENING THE IEP TEAM

- The parent and an **authorized** school staff member can agree not to convene an IEP meeting to make minor changes to the IEP between annual meetings.
- This process applies only to **agreed** IEP amendments.
- The district must maintain documentation in the parent contact log reflecting the parent's agreement to amend the IEP without a team meeting.
- Team members need not sign the amendment.

19

19

AMENDING THE IEP WITHOUT CONVENING THE IEP TEAM, CONT'D

- The District must provide the parent a revised copy of the IEP with the finalized amendment and a Written Notice to Parents form.
- Everyone responsible for implementing any part of the amended IEP must have access to the amendment and be informed of their specific responsibilities.
- An IEP amendment doesn't change the annual due date to review and revise the current IEP.

20

20

Attachment A, Section 5 Performance Activities, item 5.1.6
Sample Agenda for one meeting

Agenda, Session 1: Foundations of IDEA Leadership

7:45 – 8:30 Registration

8:30 – 8:35 Welcome and Introductions

8:35 – 9:35 The Role of the Special Education Director

Purpose: Understanding the scope of the director's role and leadership expectations.

- Responsibilities of the special education director
- Compliance v. instructional leadership
- Common first-year challenges
- Building relationships with the superintendent, building principals and families

9:35 – 9:45 Break

9:45 – 10:45 Core IDEA Principles

Purpose: Understanding key IDEA requirements and how they tie into district systems and practices.

- Free Appropriate Public Education (FAPE)
- Least Restrictive Environment (LRE)
- Child Find
- Procedural safeguards
- Parent participation

10:45 – 10:55 Break

10:55 – 12:10 Child Find, Evaluation and Eligibility

Purpose: Understanding how district processes influence timely and appropriate evaluations.

- Referral and evaluation timelines
- Comprehensive evaluation practices
- Eligibility determinations
- Over- and under-identification of students
- The role of multidisciplinary teams

12:10 – 12:30 Discussions with director mentors and OSDE-SES staff

Attachment A, Section 5 Performance Activities, item 5.1.7

Sample training calendar that demonstrates a variety of IDEA leadership topics focusing on IDEA compliance and improving student outcomes (4 pages)

Session 1: Foundations of IDEA Leadership

1. The Role of the Special Education Director (60 minutes)

Purpose: Understanding the scope of the director's role and leadership expectations.

- Responsibilities of the special education director
- Compliance v. instructional leadership
- Common first-year challenges
- Building relationships with the superintendent, building principals and families

2. Core IDEA Principles (60 minutes)

Purpose: Understanding key IDEA requirements and how they tie into district systems and practices.

- FAPE
- LRE
- Child Find
- Procedural safeguards
- Parent participation

3. Child Find, Evaluation and Eligibility (75 minutes)

Purpose: Understanding how district processes influence timely and appropriate evaluations.

- Referral and evaluation timelines
- Comprehensive evaluation practices
- Eligibility determinations
- Over- and under-identification of students
- The role of multidisciplinary teams

Session 2: Compliance Systems and Program Management

1. Internal Compliance Monitoring Systems (75 minutes)

Purpose: Building systems that prevent compliance problems rather than simply reacting to problems.

- Monitoring timelines
- IEP documentation systems (EdPlan)
- Internal file review
- Preventing compliance violations
- State monitoring

2. Staffing and Service Delivery Systems (75 minutes)

Purpose: Providing staffing structures that support compliance and quality instruction.

- Caseload management
- Service delivery models
- Coordinating related services
- Supporting special education teachers

3. Fiscal Responsibilities under the IDEA (60 minutes)

Purpose: Using funds to support program quality and compliance.

- IDEA funding basics
- Maintenance of Effort
- Allowable uses of funds
- Budget planning for services

Session 3: High-Quality IEPs and Least Restrictive Environment

1. Building High-Quality IEP Systems (90 minutes)

Purpose: Improving IEP quality across the district.

- Required IEP components
- Writing measurable annual goals
- Aligning goals with grade-level standards
- Progress monitoring
- Aligning services with student needs

2. Least Restrictive Environment (60 minutes)

Purpose: Improving placement decisions.

- LRE requirements
- Continuum of placements
- Team decisionmaking
- Analyzing placement data

3. Using Data and IDEA Indicators to Improve Student Outcomes (60 Minutes)

Purpose: Understanding how to use data to guide program improvement.

- IDEA State Performance indicators
- Graduation and dropout data
- Assessments
- Monitoring progress toward IEP goals

Session 4: Risk Management and Student Outcomes

1. Student Behavior and Discipline (75 minutes)

Purpose: Reducing behavior removals and improving behavior supports.

- Functional Behavior Assessments
- Behavior Intervention Plans
- IDEA discipline/removal protections
- Manifestation Determination reviews

2. Family Engagement and Dispute Resolution (75 minutes)

Purpose: Building trust and reducing conflict.

- Parent participation
- Procedural safeguards
- Mediation, facilitation, state complaints and due process
- Strategies to reduce preventable conflict

3. Secondary Transition and Long-Term Student Outcomes (60 minutes)

Purpose: Improving systems preparing students for post-secondary life.

- Transition planning requirements
- Postsecondary goals
- Student participation in planning
- Alternate diplomas and students ages 18-22
- Community partnerships

SOLICITATION: EV00000857

Vendor Name: Cooperative Council for Oklahoma School Administration (CCOSA)	Scope of Service Vendor will provide IDEA-compliant information, training, and mentorship for first-year public school district special education directors in Oklahoma, including at least three in-person training sessions.	Reporting to OSDE Vendor shall provide OSDE, a final itemized accounting and invoice of all expenditures and	Total Cost
Initial Contract Period: Date of Award, through June 30th, 2027	**Item 1 - Training:** Developing agenda, training curriculum and materials and delivering 60-90 minute mentor training session ($1,000); developing agenda, training curriculum and materials and delivering session #1 to first-year special education directors ($1,000); developing agenda, training curriculum and materials and delivering session #2 to first-year special education directors($1,000); developing agenda, training curriculum and materials and delivering session #3 to first-year special education directors ($1,000); and developing agenda, training cirriculum and materials and delivering session #4 to first-year special education directors ($1,000). **Total for Training: $5,000. Item 2 - Mentor Director Stipends:** The $15,000 amount for this item reflects a flat amount of $300 that CCOSA will pay to each of up to 50 experienced mentor special education directors for their participation in mentor training and mentoring activities. **Mentor Director Stipends Total: $15,000. Item 3 - Mentor Director Travel Reimbursement:** The $15,000 amount for this item assumes that 25 of the experienced mentor directors will attend each of the 3 in-person training sessions for first-year directors at an average travel cost of $200 each. Mentor directors must sign-in at each in-person session they attend and confirm travel distance from their workplace to the session site and tolls, in writing, to qualify for travel reimbursement. **Total for Mentor Director Travel Reimbursement: $15,000. Item 4 - First-Year Director Attendance Stipends:** The stipends will be paid by CCOSA on a sliding scale: $200 to each first-year director who attends all 4 training sessions; $150 to those who attend 3; $100 for those who attend 2; and $50 for those who attend 1. The $14,000 amount listed assumes 70 first-year directors who attend all 4 sessions. First-year directors must sign-in at each in-person session they attend and must participate with camera on during the virtual session to qualify for a stipend. **Total for First-Year Director Attendance Stipends: $14,000.**	CCOSA understands and will comply.	49,000.00
Year 1 - July 1st, 2027 - June 30th, 2028	**Item 1 - Training:** Developing agenda, training curriculum and materials and delivering 60-90 minute mentor training session ($1,000); developing agenda, training curriculum and materials and delivering session #1 to first-year special education directors ($1,000); developing agenda, training curriculum and materials and delivering session #2 to first-year special education directors($1,000); developing agenda, training curriculum and materials and delivering session #3 to first-year special education directors ($1,000); and developing agenda, training cirriculum and materials and delivering session #4 to first-year special education directors ($1,000). **Total for Training: $5,000. Item 2 - Mentor Director Stipends:** The $15,000 amount for this item reflects a flat amount of $300 that CCOSA will pay to each of up to 50 experienced mentor special education directors for their participation in mentor training and mentoring activities. **Mentor Director Stipends Total: $15,000. Item 3 - Mentor Director Travel Reimbursement:** The $15,000 amount for this item assumes that 25 of the experienced mentor directors will attend each of the 3 in-person training sessions for first-year directors at an average travel cost of $200 each. Mentor directors must sign-in at each in-person session they attend and confirm travel distance from their workplace to the session site and tolls, in writing, to qualify for travel reimbursement. **Total for Mentor Director Travel Reimbursement: $15,000. Item 4 - First-Year Director Attendance Stipends:** The stipends will be paid by CCOSA on a sliding scale: $200 to each first-year director who attends all 4 training sessions; $150 to those who attend 3; $100 for those who attend 2; and $50 for those who attend 1. The $14,000 amount listed assumes 70 first-year directors who attend all 4 sessions. First-year directors must sign-in at each in-person session they attend and must participate with camera on during the virtual session to qualify for a stipend. **Total for First-Year Director Attendance Stipends: $14,000.**	CCOSA understands and will comply.	49,000.00

Year 2 - July 1st, 2028 - June 30th, 2029	**Item 1 - Training:** Developing agenda, training curriculum and materials and delivering 60-90 minute mentor training session ($1,000); developing agenda, training curriculum and materials and delivering session #1 to first-year special education directors ($1,000); developing agenda, training curriculum and materials and delivering session #2 to first-year special education directors($1,000); developing agenda, training curriculum and materials and delivering session #3 to first-year special education directors ($1,000); and developing agenda, training cirriculum and materials and delivering session #4 to first-year special education directors ($1,000). **Total for Training: $5,000. Item 2 - Mentor Director Stipends:** The $15,000 amount for this item reflects a flat amount of $300 that CCOSA will pay to each of up to 50 experienced mentor special education directors for their participation in mentor training and mentoring activities. **Mentor Director Stipends Total: $15,000. Item 3 - Mentor Director Travel Reimbursement:** The $15,000 amount for this item assumes that 25 of the experienced mentor directors will attend each of the 3 in-person training sessions for first-year directors at an average travel cost of $200 each. Mentor directors must sign-in at each in-person session they attend and confirm travel distance from their workplace to the session site and tolls, in writing, to qualify for travel reimbursement. **Total for Mentor Director Travel Reimbursement: $15,000. Item 4 - First-Year Director Attendance Stipends:** The stipends will be paid by CCOSA on a sliding scale: $200 to each first-year director who attends all 4 training sessions; $150 to those who attend 3; $100 for those who attend 2; and $50 for those who attend 1. The $14,000 amount listed assumes 70 first-year directors who attend all 4 sessions. First-year directors must sign-in at each in-person session they attend and must participate with camera on during the virtual session to qualify for a stipend. **Total for First-Year Director Attendance Stipends: $14,000.**	CCOSA understands and will comply.	49,000.00
Year 3 - July 1st, 2029 - June 30th, 2030	**Item 1 - Training:** Developing agenda, training curriculum and materials and delivering 60-90 minute mentor training session ($1,000); developing agenda, training curriculum and materials and delivering session #1 to first-year special education directors ($1,000); developing agenda, training curriculum and materials and delivering session #2 to first-year special education directors($1,000); developing agenda, training curriculum and materials and delivering session #3 to first-year special education directors ($1,000); and developing agenda, training cirriculum and materials and delivering session #4 to first-year special education directors ($1,000). **Total for Training: $5,000. Item 2 - Mentor Director Stipends:** The $15,000 amount for this item reflects a flat amount of $300 that CCOSA will pay to each of up to 50 experienced mentor special education directors for their participation in mentor training and mentoring activities. **Mentor Director Stipends Total: $15,000. Item 3 - Mentor Director Travel Reimbursement:** The $15,000 amount for this item assumes that 25 of the experienced mentor directors will attend each of the 3 in-person training sessions for first-year directors at an average travel cost of $200 each. Mentor directors must sign-in at each in-person session they attend and confirm travel distance from their workplace to the session site and tolls, in writing, to qualify for travel reimbursement. **Total for Mentor Director Travel Reimbursement: $15,000. Item 4 - First-Year Director Attendance Stipends:** The stipends will be paid by CCOSA on a sliding scale: $200 to each first-year director who attends all 4 training sessions; $150 to those who attend 3; $100 for those who attend 2; and $50 for those who attend 1. The $14,000 amount listed assumes 70 first-year directors who attend all 4 sessions. First-year directors must sign-in at each in-person session they attend and must participate with camera on during the virtual session to qualify for a stipend. **Total for First-Year Director Attendance Stipends: $14,000.**	CCOSA understands and will comply.	49,000.00

Year 4 - July 1st, 2030 - June 30th, 2031	**Item 1 - Training:** Developing agenda, training curriculum and materials and delivering 60-90 minute mentor training session ($1,000); developing agenda, training curriculum and materials and delivering session #1 to first-year special education directors ($1,000); developing agenda, training curriculum and materials and delivering session #2 to first-year special education directors($1,000); developing agenda, training curriculum and materials and delivering session #3 to first-year special education directors ($1,000); and developing agenda, training cirriculum and materials and delivering session #4 to first-year special education directors ($1,000). **Total for Training: $5,000. Item 2 - Mentor Director Stipends:** The $15,000 amount for this item reflects a flat amount of $300 that CCOSA will pay to each of up to 50 experienced mentor special education directors for their participation in mentor training and mentoring activities. **Mentor Director Stipends Total: $15,000. Item 3 - Mentor Director Travel Reimbursement:** The $15,000 amount for this item assumes that 25 of the experienced mentor directors will attend each of the 3 in-person training sessions for first-year directors at an average travel cost of $200 each. Mentor directors must sign-in at each in-person session they attend and confirm travel distance from their workplace to the session site and tolls, in writing, to qualify for travel reimbursement. **Total for Mentor Director Travel Reimbursement: $15,000. Item 4 - First-Year Director Attendance Stipends:** The stipends will be paid by CCOSA on a sliding scale: $200 to each first-year director who attends all 4 training sessions; $150 to those who attend 3; $100 for those who attend 2; and $50 for those who attend 1. The $14,000 amount listed assumes 70 first-year directors who attend all 4 sessions. First-year directors must sign-in at each in-person session they attend and must participate with camera on during the virtual session to qualify for a stipend. **Total for First-Year Director Attendance Stipends: $14,000.**	CCOSA understands and will comply.	49,000.00
Year 5 - July 1st, 2031 - June 30th, 2032	**Item 1 - Training:** Developing agenda, training curriculum and materials and delivering 60-90 minute mentor training session ($1,000); developing agenda, training curriculum and materials and delivering session #1 to first-year special education directors ($1,000); developing agenda, training curriculum and materials and delivering session #2 to first-year special education directors($1,000); developing agenda, training curriculum and materials and delivering session #3 to first-year special education directors ($1,000); and developing agenda, training cirriculum and materials and delivering session #4 to first-year special education directors ($1,000). **Total for Training: $5,000. Item 2 - Mentor Director Stipends:** The $15,000 amount for this item reflects a flat amount of $300 that CCOSA will pay to each of up to 50 experienced mentor special education directors for their participation in mentor training and mentoring activities. **Mentor Director Stipends Total: $15,000. Item 3 - Mentor Director Travel Reimbursement:** The $15,000 amount for this item assumes that 25 of the experienced mentor directors will attend each of the 3 in-person training sessions for first-year directors at an average travel cost of $200 each. Mentor directors must sign-in at each in-person session they attend and confirm travel distance from their workplace to the session site and tolls, in writing, to qualify for travel reimbursement. **Total for Mentor Director Travel Reimbursement: $15,000. Item 4 - First-Year Director Attendance Stipends:** The stipends will be paid by CCOSA on a sliding scale: $200 to each first-year director who attends all 4 training sessions; $150 to those who attend 3; $100 for those who attend 2; and $50 for those who attend 1. The $14,000 amount listed assumes 70 first-year directors who attend all 4 sessions. First-year directors must sign-in at each in-person session they attend and must participate with camera on during the virtual session to qualify for a stipend. **Total for First-Year Director Attendance Stipends: $14,000.**	CCOSA understands and will comply.	49,000.00

include in their proposals value added options that the state may or may not elect to purchase during the term of this contract. Value added options must be

Value Added + cost (List below):
Not applicable.

ATTACHMENT G

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA
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 nonfederal funds along with all other requirements of the 2 U.S.C. 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 2 CFR §§ 200.321-200.323 regulations and ensure purchase orders, contracts or subcontracts include clauses required by 2 CFR § 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 nonfederal entity included in this contract must take affirmative steps to ensure 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. §§ 85.45-85.45i., 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.
- **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 Oklahoma Purchasing Act and the procurement standards found in 2 CFR §§ 200.321-200.323, and 2 CFR § 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 §§ 200.500-200.520; 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 for procurements, 2 CFR § 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 nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.

5.2 **Buy America preferences for infrastructure projects, 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 41 CFR Part 60 regulations, 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.

Federally assisted construction contracts 41 CFR § 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 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 CFR Part 22, which prohibits discrimination based on 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 of 31 CFR Part 23, which prohibit discrimination based on 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 based on 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.
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 federally 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. **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 nonfederal 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 nonfederal 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 nonfederal 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 Part 180 and Part 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. 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 Part 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 of $100,000 and above

a. **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) based on 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 1½ 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 nonfederal 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 tum will forward the certification(s) to the awarding agency. (**Contractors must sign the attached certification.)**

7.5 Contracts and purchases of $150,000 and above

a. **Clean Air Act (42 U.S.C. §§ 7401 et seq.) 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 tum, report each violation as required to assure notification to the appropriate Environmental Protection agency.

7.6 Contracts and purchases of $250,000 and above

a. **Remedies.** Contracts for more than the simplified acqms1t10n 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 (April 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 **2 CFR § 200.216 – Prohibition on 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 Attachment B apply.

CERTIFICATION REGARDING LOBBYING

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

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 of Lobbying Activities) 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 31 U.S.C. § 1352. 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 31 U.S. C. Subtitle III Chapter 38 applies to this certification and disclosure.

Name Pam Deering	Title CCOSA Exe. Dir.
Signature of supplier's authorized official Pam Deering	Date 3/24/2026