

REQUEST FOR PROPOSAL

Technical Assistance for Planning of Oklahoma's Early Childhood Integrated Data System
(ECIDS)

Bid Submittal Deadline at April 30, 2019 at 5:00 pm CST
Award Amount: \$500,000

ISSUING OFFICE:

Oklahoma Partnership for School Readiness Foundation, Inc.
421 NW 13th Street, Suite 270
Oklahoma City, Oklahoma 73103



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1. Background. Enacted in 2003, the Oklahoma Partnership for School Readiness (OPSR) Act created a public/private board to provide state level coordination of early childhood programs, policies and funding to ensure all children are prepared upon school entry. Since 2010, the OPSR Board has dually served as a statutorily mandated advisory board and as Oklahoma’s Early Childhood Advisory Council, charged with state and federal duties as defined under O.S. Title 10 §640 and Section 642 B(b)(1)(A)(i) of the Head Start Act. State legislation that originally created the OPSR board also authorized the creation of a foundation to secure funding to support implementation of the OPSR Act. This foundation is named the Oklahoma Partnership for School Readiness Foundation (OPSRF). The OPSRF, while functioning to secure funding on a statewide level for OPSR and its network, also serves as the financial overseer and fiscal agent for the Departments of Health and Human Services and Education Preschool Development Grant Birth to Five, titled Oklahoma’s Future Begins with Children (OKFutures).

OPSR is charged with state requirements to “conduct a thorough assessment of existing public and private early childhood programs to determine their effectiveness and to maximize the efficient use of current state funds” and has federal duties to “develop recommendations on the development of a unified data collection systems for public early childhood and development programs and services.” To fulfill these responsibilities, OPSR and its partners have participated in technical assistance and convened stakeholders to gather input to inform strategies for creating an Early Childhood Integrated Data System (ECIDS). Over the past 10 years, Oklahoma participated in national technical assistance and consultation with the support of the Early Childhood Data Collaborative, Child Trends, Children’s Defense Fund and W.K. Kellogg Foundation.

In July 2018, Forsight Law + Policy¹ completed an assessment of Oklahoma’s efforts to build an ECIDS to review progress made thus far and outline a path for future work. For this report, key stakeholders involved in the design of the ECIDS and who are in positions that may influence continued development of an ECIDS were interviewed. In describing an ECIDS, stakeholders expressed a need for a common vision and language, shared interagency goals, and the development of clear outcomes in order to advance an ECIDS. Stakeholders expressed a need to link early childhood data with K-12 and post-K-12 systems to show long-term outcomes, increase linkage and data use between state level and community level data, and to create a system that articulates how agencies are developing shared solutions that increase both the effectiveness and efficiency of early childhood investments. Interviewed stakeholders indicated a desire to develop distinct counts of children being served by early care and education programs and provide community-level data dashboards.

Currently, data about Oklahoma’s early childhood programs are housed in multiple, separate state agencies. External agencies must request data through records requests, a frequently slow and arduous process that provides limited data and undermines coordination between programs.

¹Regenstein, Elliot and Jonathan Furr, “Oklahoma Early Childhood Integrated Data System: Summary of Stakeholder Feedback and Proposed Next Steps,” Foresight Law+Policy, 10 August 2018.

Oklahoma’s ECIDS will be built through creating linkages to existing integrated data efforts and infrastructures across the state. This includes the state’s longitudinal data system (SLDS) and Health-E Oklahoma (HEO), two data efforts which are already linking together data from multiple agencies. This design will leverage the considerable strengths and resources of the state’s existing data systems. Additionally, there are other integrated data efforts being built across Oklahoma, some of which are statewide and some are local initiatives, and each of them have different goals and include different data sources.

Plans include linking all data using a Master Person Index (MPI), which is already being used in current data integration efforts with HEO. The goal is to link in early childhood data using the same MPI in order to leverage this resource.

Oklahoma has made small gains in supporting linked data across programs and across agencies. The Early Childhood Data Collaborative 2018 State of State Early Childhood Data Systems Report² reports that Oklahoma currently links some data across early childhood programs. These linkages occur predominately within agencies that house more than one early childhood program. In 2018, a data sharing agreement was signed between the departments of health and education to link home visiting program records with Part C Early Intervention records using a MPI to determine timely completion of child assessments for referrals made by home visiting providers to early intervention services.

The OKFutures grant was awarded to OPSR to create the country’s most effective early childhood mixed delivery system by building seamless connections between existing resources, informed through a deeper understanding of gaps and inefficiencies to ensure low-income and disadvantaged children have equitable access to early learning opportunities. In addition to the activities to conduct a needs assessment, develop a strategic plan, maximize parental choice, share best practices, and improve overall quality, it is critical to develop an Early Childhood Integrated Data System (ECIDS) to evaluate outcomes and support data-driven strategies and policies in Oklahoma.

In summary, early childhood programs in Oklahoma are managed across several state agencies, each having separate data systems that were developed and are managed separately. Individual agency data systems typically have the ability to track services for individual children, have some capacity to track training and credentials by providers, and are able to connect children to individual program sites. At this time, however, Oklahoma lacks the infrastructure for comprehensive cross-agency data connection.

²King, Carlisle, et al. “2018 State of State Early Childhood Data Systems.” ecedata.org, 2019, www.ecedata.org/wp-content/uploads/2018/09/ECDC-50-state-survey-9.25.pdf.

1.2. Purpose The purpose of Oklahoma’s ECIDS is to create an integrated early childhood data system to advance strategies to improve outcomes for children, especially those with high needs. Children in their earliest years, particularly those in economically disadvantaged areas, have a greater chance of success when they receive early learning services from birth to school entry. Through ECIDS, the state can use these data to better understand how to support young children and their families.

Oklahoma stakeholders have identified the following priority components of an ECIDS:

- Identifying which children are in which programs.
- Connecting young children to services they need.
- Creating a dashboard of indicators to measure the developmental progress of children.
- Understanding family circumstances.
- Learning about the backgrounds of child development personnel.
- Following program design characteristics and coordination among programs.

OPSR is seeking technical assistance to build upon existing efforts to create a plan for the development of an Oklahoma ECIDS from state level aggregated data to 1) enable OPSR to conduct a thorough assessment of existing public and private early childhood programs to determine their effectiveness and to maximize the efficient use of current state funds 2) equip state and community based program administrators, policy makers, public and private funders, the executive and legislative branches of state government, and community leaders to increase an understanding of how early childhood resources are being used and are benefiting young children and their families 3) identify gaps and inequities, and 4) inform policy and funding decisions that increase equitable outcomes for young children.

The technical assistance will include a kickoff meeting, project plan, data integration plan, work plan for identifying data elements for outcome reporting and creating a governance framework for data use.

This solicitation provides interested applicants with sufficient information to enable them to prepare and submit responses for consideration by OPSRF. See **10. Response Submission Requirements** for detailed information pertaining to the proposal requirements.

2. Scope of Work

2.1 The overall scope of work for the engagement encompasses planning for the development of the Oklahoma ECIDS. The CONTRACTOR shall work within the parameters of:

- 2.1.1. Identification of outcome measures.
- 2.1.2. Identification of existing data sources.
- 2.1.3. Identification of data elements within the existing data sources.
- 2.1.4. Planning for data integration.
- 2.1.5. Creating a governance framework for data management and use.

2.2 Project risks, assumptions and constraints

2.2.1 Project Risks

- 2.2.1.1 Lack of available data system information in the form of data dictionaries.
- 2.2.1.2 Lack of state agency resources and cooperation in sharing data dictionaries.
- 2.2.1.3 Lack of CONTRACTOR'S sufficient understanding of state government processes.
- 2.2.1.4 CONTRACTOR'S inability to engage with state agency staff.
- 2.2.1.5 Inability of CONTRACTOR to implement within the stated timeline.
- 2.2.2 Assumptions
 - 2.2.2.1 CONTRACTOR shall have expertise in the developing integrated data systems.
 - 2.2.2.2 CONTRACTOR shall have experience in working with data owners.
 - 2.2.2.3 CONTRACTOR shall have experience in developing data governance models.
 - 2.2.2.4 CONTRACTOR staff shall be made available onsite as needed.
 - 2.2.2.5 The OPSR staff shall be available to participate in meetings and respond to queries as needed.
 - 2.2.2.6 The OPSR Contract Monitor shall be available to review all project documentation and deliverables.
 - 2.2.2.7 The OSDH Director of Informatics and Master Person Index (MPI) Manager shall be available to work with the CONTRACTOR.
 - 2.2.2.8 State agency data owners will be willing and able to contribute information related to data sources and data elements.

2.3 Role and responsibilities

- 2.3.1 CONTRACTOR shall provide adequate resources to manage the project, conduct data requirements review, design the integration plan and develop the governance framework.
- 2.3.2 OPSR shall provide leadership resources and project guidance.
- 2.3.3 OPSR Contract Monitor shall be responsible for ensuring the deliverables are completed within the approved timeline, review and approve all invoices, and participate in all project management activities.

2.4 CONTRACTOR will work in collaboration with the OPSR to provide the following:

- 2.4.1 Project Plan including:
 - 2.4.1.1 Roles and responsibilities
 - 2.4.1.2 Timeline
 - 2.4.1.3 Communication plan
 - 2.4.1.4 Risk and mitigation plan
- 2.4.2 Data integration plan.
- 2.4.3 List of data sources and data elements for outcome reporting.
- 2.4.4 Data governance framework.
- 2.4.5 Project Management Reporting
 - 2.4.5.1 Weekly status meetings with OPSR leadership.
 - 2.4.5.2 Weekly status reports throughout the term of the SOW.

2.4.5.3 Weekly updated project plan.

2.4.5.4 Ad-hoc meetings as requested with OPSR leadership

2.5 Deliverables:

2.5.1 Deliverable 1: Project Kickoff Meeting

Description:

The CONTRACTOR shall coordinate with OPSR to schedule an onsite Kickoff Meeting in **Oklahoma City, OK**, with the Executive Director of OPSR. CONTRACTOR Project Manager shall lead the meeting. The Kickoff Meeting must facilitate the introduction of CONTRACTOR and OPSR project team members and establish common understanding and awareness of project objectives, scope, governance, schedule and project risks and issues.

- 1) CONTRACTOR shall provide content to OPSR for a detailed agenda in advance of the meeting, OPSR shall approve and send the agenda to invitees.
- 2) CONTRACTOR and OPSR shall facilitate the meeting, discuss and further define the following:
 - (a) Effective project communication
 - (b) Project Charter development and approval process
 - (c) Project vision, background, purpose and objectives
 - (d) Project governance structure, project roles and responsibilities
 - (e) Preliminary Project Plan including scope and schedule
 - (f) Initial risk assessment

Completion Date:

CONTRACTOR shall work with OPSR to schedule the Kickoff Meeting within 10 working days following the execution of the contract. Kickoff Meeting to be held in Oklahoma City, OK.

Acceptance Criteria:

For the acceptance of this deliverable to occur, the Project Kickoff Meeting results in:

- 1) Facilitation of Kickoff Meeting utilizing a clearly defined agenda
- 2) An introduction of critical CONTRACTOR and OPSR resources assigned to the project
- 3) Review of project management methodology
- 4) Review of communications approach and structure
- 5) Review and discussion of project risks and issues
- 6) Delivery of electronic meeting notes including assigned tasks from CONTRACTOR

2.5.2 Deliverable 2: Project Charter and Plan

Description:

CONTRACTOR shall participate, contribute, and collaborate with OPSR, led by the Project Coordinator, to develop a Project Charter and baseline Project Plan that provides

the following, at a minimum, within ten (10) days of signed contract and issuance of purchase order:

- 1) Project Charter to include project governance and structure, roles and responsibilities, project purpose, objectives and scope
- 2) Management plans to control scope, schedule, cost and quality
- 3) An integrated change control process
- 4) A human resource management plan
- 5) A communication management plan
- 6) A risk management plan
- 7) An issue management plan
- 8) A detailed project schedule

Completion Date:

CONTRACTOR shall work with OPSR to create the Project Plan. The Final Project Plan deliverable is due no later than 15 days *after contract is signed*.

Acceptance Criteria:

For the acceptance of this deliverable to occur, CONTRACTOR shall provide content to OPSR for the following sections of the Project Plan regarding all services, tasks, and products delivered by CONTRACTOR:

- 1) A mutually agreed upon detailed baseline scope and schedule for the project including:
 - i. Management plans to control scope, schedule, cost and quality, including the variance
 - ii. The governance structure for the project
 - iii. Quality assurance and quality control plans
 - iv. An integrated change control process
 - v. A human resource management plan
 - vi. A communication management plan
 - vii. A risk management plan
 - viii. An issue management plan

2.5.3 Deliverable 3: Data Inventory for Outcome Measures

Description:

- 1) CONTRACTOR will review and document outcome measures for OKFutures, SHINE and other early childhood initiatives in Oklahoma.
- 2) CONTRACTOR will identify additional outcomes that could be measured as a result of an integrated data system.
- 3) CONTRACTOR will identify agencies and other partners with potential data sources.
- 4) CONTRACTOR will meet with agency and partner representatives to identify data sources, owners, and stewards and obtain data dictionaries or document data sources and elements as needed.
- 5) CONTRACTOR will review data dictionaries to identify data sources and elements related outcome measures.

- 6) CONTRACTOR will develop the data inventory complete with data owners, sources, and elements; and meta-data related to data collection, use and protection.
- 7) CONTRACTOR will submit the final data inventory for approval.

Completion Date:

- 1) Draft data inventory: forty-five (45) days following kickoff meeting.
- 2) Final data inventory: thirty (30) days following submission of draft data inventory

Acceptance Criteria:

OPSR has ten (10) working days in which to accept or reject the deliverable in writing. If OPSR rejects it, OPSR shall specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues to be acceptable to OPSR within the following ten (10) working days. If OPSR rejects it a second time, OPSR has the option of repeating the procedure as described above or terminating this SOW upon written notice to CONTRACTOR.

2.5.4 Deliverable 4: Data Integration Plan

Description:

- 1) CONTRACTOR will review and document data sharing requirements.
- 2) CONTRACTOR will collaborate with OSDH MPI Manager to determine data needed in the Master Person Index.
- 3) CONTRACTOR will identify data transport methods.
- 4) CONTRACTOR will identify the needs for ownership, storage and management of integrated data system.
- 5) CONTRACTOR will develop plan for data integration.

Completion Date:

- 1) Draft Data Integration Plan: thirty (30) days following acceptance of data inventory
- 2) Final Data Integration Plan: fifteen (15) days following submission of draft plan

Acceptance Criteria:

OPSR has ten (10) working days in which to accept or reject the deliverable in writing. If OPSR rejects it, OPSR shall specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues to be acceptable to the OPSR within the following ten (10) working days. If OPSR rejects it a second time, OPSR has the option of repeating the procedure as described above or terminating this SOW upon written notice to CONTRACTOR.

2.5.5 Deliverable 5: Early Childhood Integrated Data System Governance Framework

Description:

- 1) CONTRACTOR will review and document existing Oklahoma data governance frameworks.

- 2) CONTRACTOR will work with national partners to evaluate existing governance models.
- 3) CONTRACTOR will identify stakeholders of the integrated data system.
- 4) CONTRACTOR will identify data stewards for the integrated data system.
- 5) CONTRACTOR will develop the data governance framework including, but not limited to, membership, roles and responsibilities, hierarchy and issue resolution.

Completion Date:

- 1) Draft Integrated Data System Governance Framework: thirty (30) days following acceptance of data inventory.
- 2) Final Integrated Data System Governance Framework: thirty (30) days following acceptance of draft governance framework.

3. Acceptance Criteria

- 3.1. OPSR has ten (10) working days in which to accept or reject the deliverable in writing. If OPSR rejects it, OPSR shall specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues to be acceptable to the OPSR within the following ten (10) working days. If OPSR rejects it a second time, OPSR has the option of repeating the procedure as described above or terminating this SOW upon written notice to CONTRACTOR.

4. Period of Performance

- 4.1 CONTRACTOR will conduct required work and submit all draft deliverables on or before August 30, 2019.
- 4.2 CONTRACTOR will complete all work and submit final deliverables on or before December 30, 2019.

5. Invoices

CONTRACTOR will submit invoices following acceptance of each deliverable. Invoices shall contain a description of the deliverable, date, amount and purchase order number. Invoices shall be submitted electronically to Debra Andersen, OPSR Executive Director, dandersen@okschoollreadiness.org

6. Equipment and Work Space

- 6.1. CONTRACTOR shall be responsible for all travel, accommodations and information technology equipment by staff.
- 6.2. OPSR will provide meeting and work space as needed.

7. Additional Customer Terms and Conditions

- 7.1. See Attachment II for Independent Contractor Template

8. Vendor Response

- 8.1. All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel.

8.2. CONTRACTOR must demonstrate its knowledge and expertise in integrated data systems with reference to Early Childhood Integrated Data Systems.

9. Pricing

9.1. CONTRACTOR shall provide pricing per deliverable.

10. Response Submission Requirements

The CONTRACTOR shall include the following in the response to the RFP:

- 10.1. Cover Letter and Executive Summary on company letterhead, signed by a representative authorized to legally bind the CONTRACTOR in a contractual relationship;
- 10.2. Description of the CONTRACTOR's expertise in managing or overseeing the scope of work as defined in this RFP;
- 10.3. Description of the CONTRACTOR's organization and experience in performing similar projects; and
- 10.4. Description of proposed approach.
- 10.5. Budget and budget narrative.

11. Submission Instructions.

- 11.1. One (1) electronic copy must be emailed in .pdf format to Debra Andersen, Executive Director at dandersen@okschoollreadiness.org All application materials must be received on or before April 30, 2019 at 5:00 pm CST.

12. Evaluation criteria

12.1. Organizational Technical Assistance Management Capacity – (20 Points)

- 12.1.1. The proposal clearly describes the CONTRACTOR's *expertise* in managing and overseeing technical assistance projects to develop integrated data systems, work with data owners and develop data governance models.

12.2. Organizational Experience – (30 Points)

- 12.2.1. The proposal clearly describes the CONTRACTOR's organization, including mission, purpose, key personnel, and previous *experience* in performing similar projects to develop integrated data systems, work with data owners, and develop data governance models and in working with early childhood data systems.

12.3. Approach – (25 Points)

- 12.3.1. The proposal provides a clear plan of how the CONTRACTOR will complete the requirements as specified in **2. Scope of Work**

12.4. Budget – (25 Points)

- 12.4.1. The proposed budget does not exceed \$500,000 and is both justifiable and reasonable to accommodate project requirements. The budget should clearly support the deliverables as defined in 2. Scope of Work and include a timeline for projection of invoicing upon documentation of completed work requirements.

13. GENERAL INFORMATION FOR CONTRACTORS

- 13.1. **Issuing Office.** The Oklahoma Partnership for School Readiness Foundation (OPSRF)
- 13.2. **Term of Contract.** Any Contract Award, which is a result of this solicitation, shall be effective on the date of award through December 30, 2019. OPSRF shall have the option to issue a no cost extension under the same terms and conditions if federal funding is available and allowable for such extension.
- 13.3. **Cost of Contract.** Responses to this solicitation shall not exceed a total project amount of \$500,000.
- 13.4. **Addenda to the RFP.** OPSRF reserves the right to reissue a modified version of this RFP; to amend, at any time, any part of this RFP.
- 13.5. **Requests for Clarification.** Contractors needing clarification on any portion of this RFP *must submit their request in writing* to OPSRF listed below via email to ensure mutual understanding and contractor responsiveness to the solicitation requirements. Responses to questions will be posted on the OPSR website at www.okschoolreadiness.org. OPSR will edit all questions and remove potential identifying information prior to posting. OPSR shall initiate and shall be the sole point of contact for written questions and/or clarifications. Questions should be submitted no later than April 23, 2019 at 4:00 pm CST to the attention of Debra Andersen via email at dandersen@okschoolreadiness.org.
- 13.6. **Economy of Preparation.** RFP responses must be prepared simply and economically, providing a straightforward, concise description of the CONTRACTOR's ability to meet the requirements of the RFP. The length of responses is not limited, but CONTRACTOR's are encouraged limit length to facilitate timely review of proposals.
- 13.7. **Proposal Response Contents.** Proposal responses will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any State or Federal statute or regulation or (ii) by rule or order of any court of competent jurisdiction. However, if a contract is executed, the successful proposal submitted in response to this solicitation shall be subject to disclosure in accordance with Oklahoma Open Records Act. All material submitted with the response becomes the property of OPSRF. RFP responses submitted to OPSRF will be reviewed and evaluated by the Quality Improvement Team of the OKFutures grant, and approved by the OPSR Foundation Board. OPSRF shall have the right to use any or all ideas presented in any proposal.
- 13.8. **Restriction of Contact.** All contact with OPSRF personnel concerning this RFP, the solicitation of, and the evaluation process is strictly prohibited from the date of issuance of the RFP through the date of contract award. All questions regarding this RFP and its contents, in part or in whole, shall be directed in writing to Debra Andersen as listed in 13.5. Any violation of this condition shall be cause for OPSRF to reject a contractor's response. If it is later discovered that any violations have occurred, OPSRF shall reject any response or rescind any contract awarded pursuant to this RFP.
- 13.9. **Closing Date.** To be considered, an electronic copy must be submitted in .pdf format to Debra Andersen, Executive Director dandersen@okschoolreadiness.org

before April 30, 2019 at 5:00 pm CST. Proposals received after the closing date and time specified will not be considered regardless of the reason for the late submission.

- 13.10. **Rejection of Proposals.** OPSRF reserves the right to reject any and all proposals received as a result of this solicitation.
- 13.11. **Notification of Selection.** The CONTRACTOR whose proposal is selected, in accordance with the Evaluation Criteria and Proposal Specifications as determined by OPSRF, shall be notified in writing of its selection.
- 13.12. **CONTRACTOR Responsibilities.** The selected CONTRACTOR shall be required to assume responsibility for all services offered in the response whether or not it is necessary to produce them. Further, OPSRF will consider the selected CONTRACTOR the sole point of contact with regard to contractual matters. The CONTRACTOR assumes responsibility and liability for all failures, defects, shortcomings, or errors and is responsible for job completion on schedule.
- 13.13. **Contract Formulation.** This RFP, the CONTRACTOR's response package and any response clarifications shall constitute the entire agreement. Should the response package not completely conform to the OPSRF RFP, the RFP shall prevail. See Attachment III for the Independent Contractor Agreement template.
- 13.14. **Contractor's Representations and Authorizations.** Each contractor submitting a response understands, represents and acknowledges that:
 - 13.14.1. All information provided by, and representations made by, the contractor in the proposal response is material and important and will be relied upon by the OPSRF in awarding the contract. Any misstatement shall be treated as fraudulent concealment from the OPSRF of true facts relating to the submission of the proposal.
 - 13.14.2. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor or potential contractor.
 - 13.14.3. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a contractor or potential contractor, and they will not be disclosed on or before the RFP response submission deadline specified in this RFP.
 - 13.14.4. No attempt has been made or will be made to induce any firm or person to refrain from submitting a RFP response, or to submit any intentionally high or noncompetitive response.
 - 13.14.5. The response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive response.
 - 13.14.6. To the best knowledge of the person signing the RFP response for the contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or

federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contact.

13.14.7. The contractor is currently not under suspension or debarment by the State of Oklahoma, any other state or the federal government.

13.14.8. Until the selected contractor receives a fully executed and approved written contract award from the OPSRF there is no legal and valid contract, in law or in equity and the contractor shall not begin to perform until directed in writing by OPSR.

Attachment I BUDGET DETAILS

I. Use of Funds

Funding for this project will be provided by the OPSRF through a federal grant from the Administration for Children and Families (ACF) at the Department of Health and Human Services (HHS), jointly with the Department of Education (ED). This grant is authorized by Section 9212(c)(1) of Every Student Succeeds Act, Pub. L. 114-95 (Dec. 10, 2015), Note to 42 U.S.C. 9831. Project costs shall be budgeted in accordance with 45 CFR 75.328 procedures and must justify any anticipated procurement action that is expected to be awarded without competition and exceeds the simplified acquisition threshold fixed by 41 U.S.C. § 134, as amended by 2 CFR Part 200.88, and currently set at \$150,000.

II. Funding Restrictions

Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable with prior written approval from the Federal awarding agency. (45 CFR §75.442) Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects, including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs and allocated currently to all activities of the non-Federal entity. No proposal costs of past accounting periods will be allocable to the current period. (45 CFR §75.460) Construction is not an allowable activity or expenditure under this grant. Purchase of real property is not an allowable activity or expenditure under this grant.

III. Indirect Cost Rate

The OPSRF limits indirect cost rates (IDC) for contracts to ten percent (10%). Any proposals submitted with a greater IDC will require additional justification for consideration.

IV. Budget and Budget Narrative Instructions

The contractor shall provide a budget and budget narrative to include all anticipated costs related to this RFP. The budget should be of sufficient detail to justify the costs calculated to complete the deliverable 1-4 as identified in 2. Scope of Work and provide line-item detail, as well as detailed calculations. Detailed calculations must include estimation methods, quantities, unit costs and other similar quantitative detail sufficient for the calculation to be duplicated.

Budget narratives need to be thorough and detailed, but limit responses to five (5) pages for the budget justification narrative, which describes how the categorical costs are derived. Discuss the necessity, reasonableness and allocation for the proposed costs. The budget and budget narrative may be to identify cost reimbursement for each deliverable defined in 2. Scope of Work

Attachment II
Independent Contractor Agreement

INDEPENDENT CONTRACTOR AGREEMENT

[NAME]

And

The Oklahoma Partnership for School Readiness Foundation, Inc.

This Independent Contractor Agreement (the “Agreement”) is entered into this ___ day of _____, 2019, between the Oklahoma Partnership for School Readiness Foundation, Inc. (the “Foundation”), and (“Consultant”) (each of whom is referred to herein as a “party” and is collectively referred to as the “parties”).

1. SCOPE OF WORK.

A. General.

The Foundation agrees to obtain Consultant and Consultant agrees to provide consulting services as agreed upon in the response to the Request for Proposal (RFP) for Technical Assistance for Planning of Oklahoma’s Early Childhood Integrated Data System.

B. Assignment.

Duties to be conducted under this contractor agreement are described in the response to the RFP.

C. Rate.

The amount of this contract does not exceed \$500,000.

D. Travel Expenses.

Travel expenses are to be included in pricing.

2. PROPERTY RIGHTS.

A. Title to Certain Tangible Property. All tangible or written materials in the possession or control of Consultant which in any way relate or pertain to the Foundation’s business, whether furnished to Consultant by the Foundation or other outside resources, or prepared, compiled, or

acquired by Consultant in performing the Services, shall be the joint property of the Foundation and Consultant. At any time upon request of the Foundation, and in any event promptly upon termination of this Agreement, Consultant shall deliver all such materials to the Foundation.

3. CONSULTANT STATUS.

A. Independent Contractor. Consultant agrees to perform the services as an independent contractor under the direction of the Foundation's Board of Directors. Consultant, in its performance of this Agreement, has and hereby retains the right to exercise full control and supervision over the accomplishment of the objectives set forth in Section 1, subject to the provisions of Section 16.A. This agreement does not create a partnership, agency, joint venture, employment or third-party beneficiary contract. Consultant is not a principal, partner, co-venturer, franchisee, or employee of the Foundation, and Consultant shall not make any representation to the contrary to any person or take any action which would imply otherwise. Consultant shall not bind, nor attempt to bind, the Foundation to any obligation with any third party, unless expressly authorized by the Foundation in writing to do so for that particular limited purpose. The Foundation does not and will not have actual, potential or any other control over Consultant, except as otherwise expressly set forth in this Agreement.

B. Taxes on Compensation. Consultant shall pay any federal, state, or local taxes or assessments applicable to the compensation paid under this Agreement.

C. Reporting of Compensation. The Foundation shall report to the IRS all amounts paid to Consultant pursuant to this Agreement as non-employee compensation and provide Consultant annually an IRS Form 1099 outlining annual non-employee compensation paid to Consultant. Consultant shall complete, execute and deliver to the Foundation a Form W-9, "Request for Taxpayer Identification Number and Certification," upon the execution of this Agreement.

D. No Entitlement to Benefits. Consultant shall not be entitled to (i) participate in or receive benefits under any the Foundation programs maintained for its employees, including, without limitation, life, medical and disability benefits, pension, profit sharing or other retirement plans or other fringe benefits or (ii) any direct or indirect compensation of any kind as a result of the performance of this Agreement, except for the fees provided for herein.

4. FEES.

A. Payment for Services. The Foundation shall pay Consultant within 15 days of receipt of an invoice from Consultant.

B. Expenses. Except to the extent this Agreement provides otherwise, Consultant shall be reimbursed for reasonable and necessary expenses approved by an authorized representative of the Foundation. If the Foundation requests that Consultant engage in out-of-town travel such expenses shall be provided for above in Section 1.

5. TERM AND TERMINATION.

A. Term. The term of this Agreement will become effective as of the date first written above and remain in effect until the accounting services are no longer required by the Foundation.

B. Termination. Either party may terminate this Agreement at any time without liability to the other party, by providing seven (7) days' prior written notice to the other party.

C. Continuing Obligations. Termination of this Agreement shall not terminate (i) the Foundation's obligations under Section 1 and 4 accruing prior to such termination, (ii) each party's obligations under Sections 3, 6, 7 and 8 that by their sense and context are intended to survive such termination.

6. CONFIDENTIALITY.

A. Definition. As used herein, the term "Confidential Information" refers to any and all confidential information relating to the Foundation's business activities and includes, without limitation, the terms and conditions of this Agreement, as well as information relating to the:

Foundation's business processes, products, services, strategies, objectives, financial information, technical information, data, marketing materials, business plans, and employees. Confidential Information shall include, but not be limited to, any information or communications of the Foundation that (i) is a trade secret or (ii) is subject to a privilege against disclosure or use in litigation, including, without limitation, information or communications subject to the attorney-client, attorney work product, or settlement negotiation privileges. For purposes of this Agreement, communications from or to the Foundation and their attorneys (including attorneys serving as employees of the Foundation) shall be presumed subject to the attorney-client privilege unless and until the Foundation determines otherwise. Such Confidential Information is the exclusive property of the Foundation and may be used by Consultant solely in the performance of her obligations under this Agreement. Notwithstanding anything to the contrary above, Confidential Information does not include information that (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is disclosed to the receiving party without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (c) is independently developed by the receiving party without any breach of this Agreement; or (d) is the subject of a written permission to disclose provided by the disclosing party.

B. Obligations upon Termination. Upon termination of this Agreement or upon notice from the Foundation, Consultant shall either return all Confidential Information, together with any copies thereof, to the Foundation or certify she has destroyed any Confidential Information in her possession. Consultant shall also upon termination maintain the confidentiality of any and all Confidential Information in accordance with Section 6.C below.

C. Maintaining Confidentiality. As long as such Confidential Information remains confidential, Consultant shall not, without the express written consent of the Foundation, directly or indirectly communicate or divulge to, or use for his own benefit or for the benefit of any other person or entity, any Confidential Information, except that Consultant may disclose such matters to the extent that disclosure is (i) required in the course of performing the Services or (ii) made pursuant to the requirement or request of a governmental agent or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation, subpoena or court order, and

provided further, that, prompt notice thereof is given (unless such notice is prohibited by law) to the disclosing party of any such requirement or request.

7. RESTRICTIONS ON PERFORMING SOLICITATIONS FOR OTHERS. This Agreement is not exclusive in that Consultant shall remain free under this Agreement to perform work for and otherwise become engaged in the business activities of entities other than the Foundation during the term of this Agreement.

8. IMPROPER PAYMENTS. Consultant will not use any funds received under this Agreement for illegal or otherwise improper purposes related to the Agreement. Consultant will not pay any Foundations, fees, or rebates to any employee of the Foundation nor favor any employee of the Foundation with gifts or entertainment of significant cost or value.

9. AUDIT. Consultant shall keep sufficient records to readily disclose the basis for any charges, expenses or credits, ordinary or extraordinary, billed or due to the Foundation under this Agreement.

10. ASSIGNABILITY. This Agreement may not be assigned by either party without the prior written consent of the other party.

11. NOTICES. All notices made pursuant to this Agreement shall be made in writing and delivered by personal delivery or via email, and if given by Consultant to the Foundation, shall be addressed to:

Debra Andersen, Executive Director
Oklahoma Partnership for School Readiness Foundation, Inc.
421 NW 13th Street, Suite 270
Oklahoma City, OK 73103

And if Notice is given by the Foundation to Consultant, it shall be addressed to:

12. SERVICE COORDINATION.

A. The Foundation Coordinator. Consultant's Services shall be performed under the direction of _____ who shall be the individual responsible for coordinating with Consultant on performance of the Services and issues arising under this Agreement, until and unless the Foundation provides notice of a replacement.

NAME:

PHONE: (405) 429-4219

EMAIL:

B. Consultant Contact Information.

NAME:

PHONE:

EMAIL:

13. AMENDMENTS. This Agreement, may be altered, amended, modified, or superseded only in a writing executed jointly by the Foundation and Consultant.

14. COMPLETE AGREEMENT. Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and other communications between the parties relating to the Service.

15. GOVERNING LAW. The rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with, the laws of the State of Oklahoma without regard to the choice of law principles thereof. Consultant hereby consents to the jurisdiction of the federal and state courts located in Oklahoma County, Oklahoma, over any proceeding initiated with respect to the enforcement or interpretation of this Agreement.

16. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (a) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be deemed original signatures.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Name of Consultant

**Oklahoma Partnership for School Readiness
Foundation, Inc.**

_____, Title _____,
Title

Date: _____ Date: _____