



**FISCAL YEAR 2027
COOPERATIVE AGREEMENT**

Effective for the Period September 1, 2026 to August 31, 2027

Year 1 of a 2-year Agreement between

Oklahoma Tobacco Settlement Endowment Trust

and

City of Norman

Contract # 00004004

This cooperative agreement is between the Board of Directors of the Oklahoma Tobacco Settlement Endowment Trust, hereinafter referred to as "TSET", as authorized by Okla. Const. Art. 10, Section 40, and Title 62 O.S. § 2309, and City of Norman, hereinafter referred to as "Grantee".

Agreement Purpose

TSET funds will be used to update a deteriorating wooden playground at Reaves Park to address safety concerns and improve physical activity options for the community.

Scope of Work

The purpose of this agreement is for the Grantee to carry out work described in Attachment A, the work plan/project plan, in response to TSET's Built Environment Grant funding opportunity, 092-BEPA26, Attachment C.

Cooperative Agreement Period and Expense Cap

This agreement period is for 12 months starting on September 1, 2026, and ending on August 31, 2027 and may be renewed for up to 1 year based on performance by the Grantee and contingent on earnings available to be awarded through the Oklahoma Tobacco Settlement Endowment Trust. Funding for fiscal year 2027 shall not exceed \$299,000.00 and is detailed in Attachment B.

The Grantee expressly agrees to be solely responsible that the use of funds received under this Agreement complies with all federal, state, and local statutes, regulations and other legal authority that affect the use of said funds.

Duties of Grantee

The Grantee will participate in continuous project administration and implementation that support project outcomes, as detailed in RFA 092-BEPA26, Built Environment. In accordance with all stated RFA requirements, the Grantee will:

1. Maintain the organization's tobacco-free and wellness policy for the duration of the agreement with TSET
2. As appropriate, place tobacco-free signage to indicate that the grantee's property is tobacco-free
3. As appropriate, maintain community input on the project throughout the life of the grant.
4. Actively engage with local legislators and policymakers to educate them about the work funded by the grant and its impact on the community
5. Ensure that the grantee organization's leadership stays engaged, abreast, and in support of the project
6. Participate in all required TSET trainings, webinars, and technical assistance activities.
7. As appropriate, install permanent signage to identify TSET's role in funding the project
8. Ensure any promotional materials, media releases, plans and reports related to the project provides funding attribution to TSET. This should include the use of appropriate TSET logos. All publicity materials must be approved by TSET prior to distribution
9. Complete and submit monthly progress reports and maintain regular communication with assigned TSET Program Manager
10. Attend check-in meetings scheduled by TSET Program Manager
11. Complete an end of project report at project completion
12. If subcontractors are utilized, complete all required forms and submit to TSET for approval prior to entering into official contracts with contractors. Monitor all active subcontracts regularly and ensure subcontract deliverables have been fulfilled before invoicing work to TSET
13. Actively participate in external evaluation of the project. Evaluation activities may include reporting, data collection, training, technical assistance, presentations, and other activities as requested by TSET and/or contracted external evaluators
14. Support other TSET initiatives and programs as requested
15. Have a project manager, authorized official and financial officer in place at the start of the contract
16. Maintain a project manager, authorized official and financial officer of the project
17. By the thirtieth (30th) day of the month, submit to TSET a claim for reimbursement including any required supporting documentation based on charges paid for work performed during the previous month, in the format and via the submission method indicated by TSET. a. The exception to this 30-day window is for the final FY27 claim for reimbursement, which must be submitted no later than November 30, 2027.
18. Participate in annual performance evaluations
19. Participate in TSET financial reviews as requested by TSET
20. Provide updates to TSET leadership or the Board of Directors, periodically or as

requested

21. Request approval from TSET for any movement of funds between budget categories that exceed 10% of the total budget.
22. Follow all required purchase request and approval processes as directed by TSET
23. Work with TSET partners and service providers as requested by TSET
24. Maintain an official presence in the awarded service area for the duration of the agreement with TSET; and
25. Sustain the implementation of the project at the conclusion of TSET funding.

Duties of TSET

TSET shall:

1. Serve as the central point of contact for the Grantee and grant staff;
2. Provide or facilitate technical assistance, training, collaboration, and communication to the Grantee;
3. Facilitate sharing of information and experience among TSET contractors and with other stakeholders;
4. Facilitate project-related communication among grantees;
5. Provide an assigned program manager who will provide day-to-day technical assistance and consultation to the Grantee;
6. Provide an assigned grant manager to provide contract and financial management assistance;
7. Provide an assigned communications strategist who will provide technical assistance, training, and consultation regarding TSET health communication initiatives;
8. Conduct financial and Agreement monitoring activities;
9. Facilitate working relationships between the Grantee and other TSET grantees or contractors as necessary;
10. Participate in periodic meetings with the Grantee, grant staff, subcontractors, and other affiliates as needed;
11. Reimburse Grantee for charges incurred within 45 days of a properly completed invoice;
12. Facilitate annual project evaluation;
13. Within 10 business days, respond to Grantee requests for budget revisions or grant amendments; and
14. Retain responsibility for and authority over the entire Built Environment grant.

Grantee Deliverables

As requested by TSET, the Grantee will provide:

1. Monthly updates of the approved project plan;

2. Annual budget;
3. If utilizing subcontractors, submit the notice of intent to subcontract form, signed, and dated subcontract(s) and subcontractor deliverables;
4. Work with Communication Strategist on all grant communications;
5. Monthly project reports and other activity reports related to performance, unless a different schedule is set by TSET; and
6. End of project report at the end of the grant cycle.

This contract is dated as of September 1, 2026 even though the parties may have executed it after said date in order to agree upon contract terms.

No person who has been involved in any manner in the development, approval, or negotiation of this contract while employed by the state shall be employed or given anything of value to fulfill any of the services provided for under this contract.

Approved by authorized signatures as indicated below:

By:	Stephen T. Holman Mayor City of Norman
Date:	

By:	John Lance Thomas Interim Executive Director Tobacco Settlement Endowment Trust
Date:	

TERMS AND CONDITIONS

Access to and Retention of Records Requirements

GRANTEE agrees to hold, manage, and maintain Program records, accounts and supporting documentation, for validation of costs billed to TSET, for three (3) years from the ending date of the Agreement. GRANTEE also agrees to allow the State Auditor's Office, TSET, or their authorized representatives, access to the records, books, documents, accounting procedures, practices, or any items of the service provider relevant to this Agreement for purpose of audit and examination. GRANTEE further agrees to provide appropriate access to the aforementioned parties regarding any subcontractor's associated records. In the event any audit, litigation or other action involving these pertinent records is started before the end of the three (3) year period, GRANTEE agrees to retain these records until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

Acknowledgment of TSET Support

GRANTEE shall prior to release make available to and closely coordinate with TSET on all publications related to the results of the work conducted under this Agreement. All presentations and publications resulting from work under this Agreement shall include an appropriate acknowledgement of the support of TSET.

Advance Payments Prohibited

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by TSET to GRANTEE or by GRANTEE to a subcontractor. TSET may routinely request supporting documentation to validate GRANTEE payments.

Agreement Extensions

TSET may exercise the option to extend this Agreement past its original end date if both TSET and GRANTEE deem an extension necessary and mutually beneficial. Any extensions to this Agreement shall be in writing, dated, and executed by both GRANTEE and TSET, and approved by the TSET Board of Directors. Extensions are contingent upon the availability of sufficient funds to TSET.

Amendments

Any modifications or amendments to this Agreement, including, but not limited to, budget changes and scope of work changes, shall be in writing, dated and executed by both GRANTEE and TSET.

Anti-Corruption

No person who has been involved in any manner in the development, approval, or negotiation of this contract while employed by the state shall be employed or given anything of value to fulfill any of the services provided for under this contract.

Applicable Law

This Agreement shall be governed in all respects by the laws of the State of Oklahoma. The terms "TSET", "the agency", "Trust", "Tobacco Settlement Endowment Trust" or any other reference to an agency of the State of Oklahoma means the State of Oklahoma acting by and through that agency. Any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of this Agreement shall be filed in a court of competent jurisdiction in Oklahoma County, Oklahoma, to which jurisdiction and venue TSET and GRANTEE expressly agree.

Assignment and Delegation

This Agreement may not be assigned. If GRANTEE cannot perform a specific service as identified in this Agreement, GRANTEE will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. Prior to the execution of a subcontract, GRANTEE must provide in writing to TSET a "Notice of Intent to Subcontract". GRANTEE will be liable for any and all additional costs and expenses arising from such subcontract or substitution to cover performance. In no event will any subcontract by GRANTEE incur obligation on the part of TSET. To the extent allowed by law, GRANTEE shall be totally responsible for the management of all subcontracts/subcontractors proposed or engaged and shall to the extent allowed by law be liable for all performance requirements regardless of which entity is providing the contracted supplies, materials, equipment, or services.

GRANTEE shall give TSET immediate notice in writing by certified mail of any action or suit filed against GRANTEE and/or subcontractor and prompt notice of any claim made against GRANTEE by any subcontractor or GRANTEE that may reasonably be anticipated to result in litigation related in any way to the Agreement or the State of Oklahoma.

Availability of Funding

Notwithstanding any contrary provision in this Agreement, any obligation of TSET to make any payment(s) hereunder is subject to the availability and continuation of sufficient funds for that purpose. This Agreement may be canceled, and/or not renewed beyond the current fiscal year and/or the end of any subsequent fiscal year without obligation or penalty, should the TSET Board of Investors fail to certify sufficient earnings from

the Tobacco Settlement Endowment Trust, or if a reduction in or elimination of any source of funding for the payment(s) required under this Agreement occurs. TSET may terminate or reduce the amount funded under this Agreement by providing notice in writing to GRANTEE. TSET shall be the final authority as to the availability of funds. The effective date of such termination or reduction shall be specified in the notice. In the event of a reduction, GRANTEE may cancel this Agreement as of the effective date of the proposed reduction by providing by certified mail advanced written notice to TSET. In the event this Agreement is canceled under this section, GRANTEE agrees to take all reasonable steps to minimize termination costs. Upon presentation of proper invoice(s) for allowable claims(s), TSET agrees to reimburse GRANTEE for expenditures and non-cancelable commitments incurred in anticipation of performance for all work performed under this Agreement prior to the termination date contained in the notice of termination. This clause provides an exception to the amendment clause and the cancellation clause requiring thirty (30) days' notice.

Budget Revisions

Reimbursement of expenditures will be made in accordance with the approved budget. For each year of this Agreement, without prior TSET approval, GRANTEE may make budget revisions between categories not to exceed 10% of the total cash portion of the TSET-supported budget, provided the revisions do not result in any applicable budget category maximums being exceeded. All budget revision requests in excess of 10% of the total TSET funding must be approved in writing by TSET prior to incurring any costs. No budget revisions that would have the effect of changing the scope of work are reimbursable. TSET will determine, in its sole discretion, whether any budget revision changes the scope of work such that the revision is not reimbursable. Requests for budget revisions are accepted at any time during the grant year up to 60 days before the end of the grant period. After this deadline, grantees must obtain permission from TSET to submit a budget revision before a revision may be submitted. Late requests will be reviewed on a case-by-case basis by TSET. Grantees are limited to a maximum of three budget revisions per grant year. Grantees must request approval in writing to submit additional revisions and each request will be reviewed on a case-by-case basis. If multiple funding sources are involved, GRANTEE agrees to within ten (10) days of GRANTEE'S generation of budget revision(s) provide TSET with a copy of budget revisions supplied to other funders.

Certification of Non-Acceptance of Tobacco Funds

GRANTEE, by signing this Agreement, certifies that it will not accept funding from nor have an affiliation or contractual relationship with a company engaged in the manufacture of tobacco or tobacco products during the term of the Agreement with TSET.

Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency

By signing this Agreement, GRANTEE attests and assures that neither GRANTEE, no employee of GRANTEE nor any of its principals performing hereunder:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
2. Have within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local governmental entity; or
4. Are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

Compliance with the Oklahoma Smoking in Public Places and Indoor Workplaces Act

Title 63 of the Oklahoma Statutes, Sections 1-1521 through 1-1527

GRANTEE and its subcontractors must always during the Agreement term be in full compliance with the Oklahoma Smoking in Public Places and Indoor Workplaces Act.

Contact Persons

All programmatic, contractual, compliance, payment, and grants management questions should be directed to the assigned TSET-Contracted Grant Manager. Any changes to contact persons shall be communicated in writing to all parties to the Agreement within five business days of the change.

Data Access and Sharing

Any data derived as a result of this contract will be made readily accessible to TSET and/or the agency's partners upon request.

Disputes

Any dispute concerning performance of the Agreement shall be decided by TSET and a copy of the decision shall be provided in writing to GRANTEE. Each party will designate an initial point of contact for disputes and/or non-compliance. Staff who become aware of a possible dispute will first communicate with the designated point of contact, who will

route the matter in accordance with its organization's procedures. If a party does not designate an initial point of contact, that person shall be the AUTHORIZED OFFICIAL. Pending final determination of any dispute hereunder, GRANTEE shall proceed diligently with the performance of the Agreement and in accordance with TSET's direction.

Electronic Communication Minimum Standards

GRANTEE must assure that, at a minimum, all program staff have reliable internet access, a dedicated email address—an organizational email account is required—a recent version of Microsoft Office, and the latest version of Adobe Acrobat Standard or Professional. Also preferred is the capability of scanning information to reduce the burden of having to recreate vital records or documents. It is a requirement of the GRANTEE to communicate with TSET and the TSET-Contracted Grant Manager via the TSET Funding Portal when appropriate.

Entire Agreement

This Agreement, including referenced attachments and any modifications approved by TSET, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. No changes in the project being funded are permitted without prior TSET written approval.

Equipment and Other Purchases

Any items of equipment (defined as items with a cost greater than \$500), property or other capital purchases made pursuant to the terms of this Agreement shall be made only with written approval from TSET, only for the benefit of the public, and shall be used by the public during the useful life of the equipment for the benefit of the public and in fulfillment of the intended purposes of the Agreement even after the Agreement term has expired. All inventory, maintenance, and repair of such items of equipment purchased by GRANTEE shall be the responsibility of GRANTEE, whether during or after the Agreement term. Should such equipment no longer be used for the benefit of the public and in fulfillment of the intended purposes of the Agreement, whether before or after the Agreement term, and if such equipment still has useful life, it shall expeditiously be disposed of through the same competitive bidding or public sale procedure as is used for the disposition of State surplus equipment.

Event of Default

In the event GRANTEE fails to timely meet the terms and conditions of this Agreement or fails to provide services in accordance with the provisions of the Agreement, TSET at its sole discretion may withhold payments claimed by GRANTEE or may by written notice of default to GRANTEE cancel this Agreement and recover all amounts paid to Grantee.

Cancellation due to default shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. If TSET materially breaches the Agreement, GRANTEE may by written notice to TSET detailing the nature of the material breach terminate the Agreement immediately as an exception to the standard cancellation clause of thirty (30) days' notice requirement.

Failure to Comply Statement

GRANTEE shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. GRANTEE agrees that should it be in noncompliance, TSET may suspend or cancel the Agreement in part or in whole. Compliance with GRANTEE'S Agreement requirements shall be the responsibility of GRANTEE, without reliance on or direction by TSET.

Force Majeure

GRANTEE shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of GRANTEE.

Relation to TSET

GRANTEE is in all respects an independent GRANTEE and is neither an agent nor an employee of TSET. Neither GRANTEE nor any of its officers, employees, agents, members, or subcontractors shall have authority to bind TSET nor are they entitled to any of the benefits or worker's compensation provided by TSET to its employees. GRANTEE will ensure that the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the project are provided in accordance with the terms and conditions of this agreement. All the work and services required shall be performed by, or under supervision of, GRANTEE or Agent, and all personnel engaged therein must be fully qualified and authorized under state and local law to perform such work and services.

Indemnification

Grantee shall, within limitations placed on such entities by State law, indemnify and hold harmless the State of Oklahoma, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any negligent or intentionally wrong act or omissions by said party or any of its subcontractors, or by an such act or omission by any agents, officers or employees of said party of its subcontractors, or as a result of any claim or amount recovered for an infringement of

patent, trademark or copyright, or from any claim or amounts arising or recovered under workers' compensation law or any other law.

Inspection of Work Performed

The State of Oklahoma, State Auditor and Inspector, Tobacco Settlement Endowment Trust, or their authorized representatives shall, at all reasonable times, have the right to enter GRANTEE'S premises, or such other places where duties under the Agreement are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. GRANTEE and all subcontractors must provide access at all reasonable times to all facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

Insurance

The City of Norman is self-insured, pursuant to Oklahoma State Statute, for worker's compensation, liability purposes and for most property and casualty damage to municipal property. The limits of such self-insured coverage meet or exceed the limits required by the State of Oklahoma for municipalities pursuant to 51 O.S. §154(A). The City of Norman will continue to carry such coverages at all times during the Term of this Agreement.

Intellectual Property

GRANTEE represents that to the best of its knowledge the purchase, use or sale of goods or services covered by this Agreement do not and will not infringe on any patent, trademark, copyright, trade secret or other intellectual property right.

GRANTEE acknowledges that inventions, improvements, discoveries, copyrightable works, or other proprietary information may arise from initiated research, sponsored in whole or in part by governmental agencies. GRANTEE further represents that any such developments shall be governed by the provisions of applicable law and as applicable, subject to the reservation of the rights of the Government of the United States of America, as set forth in 37 CFR 401 and the Patent and Trademark Law Amendments Act of 1980 (Bayh-Dole Act).

When using the image or likeness of an individual in educational materials, GRANTEE will verify that the individual has consented to such use. Agencies shall obtain an additional consent form from the parent or legal guardian of individuals under 18 years of age.

GRANTEE agrees that in its contract(s) with third party Vendors by which contract(s) GRANTEE will use software or other intellectual property owned by others to perform services for TSET, that, when possible, GRANTEE will include and enforce in its contract(s) with said third-party Vendors certain terms, as follows:

1. The third-party Vendor will hold harmless and indemnify the State of Oklahoma, its officers, agents, successors, and assigns against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities, including reasonable attorney's fees, related to infringement of intellectual property rights (including invention rights pending applications, patents, trademarks, copyrights, trade names, trade dress, trade secrets, right of privacy, and right of publicity) caused by either GRANTEE or the third-party Vendor or by TSET, their agents, or their employees.
2. Should an infringement of intellectual property rights be asserted against the State, the State shall (a) promptly notify the Vendor in writing of the claim and (b) to the extent authorized by the Oklahoma Attorney General, allow the Vendor to control the defense and any related settlement negotiations. If the Oklahoma Attorney General does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section, but Vendor shall in all events remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
3. The provisions by which the third-party Vendor agrees to hold the State of Oklahoma harmless and to indemnify the State, shall be exceptions from whatever other limits of liability might be.

4. The Vendor represents and acknowledges the State of Oklahoma's reliance hereon of the information contained in the contract between GRANTEE and the third-party Vendor. Vendor has good and lawful title or license to all goods and services supplied by the Vendor to the State of Oklahoma, to the extent applicable, and that the Vendor conveys same free of encumbrance, including infringement of any known intellectual property rights, or if covered by intellectual property rights of GRANTEE and in consideration of the State of Oklahoma buying goods and services from the Vendor, the Vendor agrees not to sue the State of Oklahoma for infringement of said intellectual property rights of the Vendor.
5. None of the foregoing provisions shall serve to release GRANTEE from any of its indemnification obligations, including but not limited to claims of intellectual property infringement or data breach.

Intellectual Property: Warranty; Non-infringement; Indemnification

GRANTEE represents and warrants that it is the sole and exclusive owner of, or possesses all necessary rights, licenses, and permissions to intellectual property that may be incorporated into the services/deliverables delivered to the State of Oklahoma. GRANTEE warrants that the services and deliverables do not infringe on the intellectual property rights of any third party. Contractor grants to the State of Oklahoma a perpetual, non-exclusive, worldwide, irrevocable license to use, modify, and distribute the intellectual property as incorporated into the services and deliverables. If the services or deliverables are likely to become the subject of an infringement claim, GRANTEE shall, at its expense: (a) procure for the State of Oklahoma the right to continue use; (b) replace or modify the services and deliverables to make them non-infringing, provided the modification does not substantially reduce the effectiveness of the services/deliverable; or if neither is commercially feasible, (c) terminate this agreement and refund any prepaid amounts. GRANTEE agrees to indemnify the State of Oklahoma from any claims arising from breaches of this warranty, including costs and attorney's fees.

Invoicing and Supporting Documentation

GRANTEE, as appropriate, shall use funds made available pursuant to this Agreement only for expenses incurred during the funding period for the purposes and activities approved and agreed to by TSET. No Agreement funds may be used for expenses incurred either before or after the Agreement funding period. Payment under the procedure outlined below will be made by TSET only in the form of reimbursement for costs incurred during the funding period and paid by GRANTEE.

A properly completed claim for reimbursement must be submitted monthly and within 30 days of the end of the month in which services were delivered—except for the final invoice, which must be received within 90 days of the end of the grant year—be in

accordance with the terms and conditions of this Agreement, and include the following items:

- Name and address of the Grantee
- Invoice date
- Period covered by invoice
- Any other data, reports, information, or documentation required by other conditions of this Agreement
- Detail of the services provided and be in accordance with the terms and conditions of this Agreement
- Signatures of preparer and approver of claim

The claim for reimbursement shall be submitted electronically via the TSET Funding Portal, or by another method as required by TSET Grants Management.

The State of Oklahoma has 45 days from presentation of a proper claim for reimbursement to issue payment to the Grantee.

TSET may request supporting documentation for any claim for reimbursement and may withhold or delay payment to any Grantee who fails to provide required programmatic documentation and/or requested financial documentation.

If, subsequent to reimbursement, GRANTEE is unable to support any part of their claim to TSET and TSET determines that such inability is attributed to misrepresentation of fact or fraud on the part of GRANTEE, GRANTEE shall be liable to TSET for an amount equal to such unsupported part of the claim in addition to all of TSET's costs, including attorney fees, attributable to the reviewing and discovery of said part of claim, all of which shall be paid by GRANTEE to TSET within thirty (30) days of written demand by TSET. Liability under this section shall be determined by TSET within five (5) years of GRANTEE'S commission of such misrepresentation of fact or fraud.

Non-Collusion

The Non-Collusion Affidavit must be signed and completed by GRANTEE.

Other Certifications

GRANTEE, by signing this Agreement, attests and assures compliance, to the extent applicable to GRANTEE, with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act of 1973, the Age discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, the Vietnam Era Assistance Act of 1974, 38 U.S.C. Section 4212, and the Single Audit Act of 1984.

As applicable to GRANTEE, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement and if applicable to GRANTEE must

be included in any subcontracts awarded involving this Agreement. GRANTEE represents: that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, or veteran's status; it does not maintain nor provide for their employees any segregated facilities, nor will GRANTEE permit its employees to perform their services at any location where segregated facilities are maintained.

Political Activity

No portion of the Agreement funds may be used for any political activity or to further the election or defeat of any candidate for public office. No portion of the Agreement funds may be used for lobbying activities.

Privacy Clause

All information obtained by GRANTEE during the performance of this Agreement shall be treated by GRANTEE as confidential to the extent that it is confidential under State or Federal law, and GRANTEE shall not use, share, or distribute any confidential information without the prior written approval of TSET except as necessary for the proper discharge of GRANTEE'S obligations and the securing of GRANTEE'S rights hereunder.

Procurement Integrity

GRANTEE certifies it has not entered into this Agreement with this or any other state agency that would result in a substantial duplication of the services or duplication of the end product rendered by GRANTEE or its employees.

Prohibited Conflicts of Interest

GRANTEE and any entity or person directly or indirectly controlled by, under common control with, or controlling GRANTEE will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. GRANTEE further covenants that in the performance of the Agreement no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Oklahoma or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this Agreement or proposed Agreement.

Public Disclosure

Upon signing of the Agreement by all parties, the terms of the Agreement shall become available to the public, pursuant to the Tobacco Settlement Endowment Trust Act.

Receipt of Funds

GRANTEE will receive funds by electronic funds transfer (EFT).

Risk Assessment Analysis

During the term of the Agreement, if TSET becomes aware of facts indicative to TSET of possible GRANTEE financial instability and/or misuse of TSET funds, GRANTEE shall upon request by TSET promptly complete and submit to TSET the TSET Agency Risk Assessment form. If TSET determines that funds have been misused, or if GRANTEE'S financial condition is such that it constitutes a violation of the terms or purposes of the Agreement, TSET may in its discretion terminate the Agreement.

Severability

If any provision of the Agreement (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both TSET and GRANTEE shall be relieved of all obligations arising under such provision; if the remainder of the Agreement is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Statement of Responsibility and Liability

The parties intend that each party shall be responsible for that party's own intentional and negligent acts or omissions to act. TSET shall be responsible for the negligent acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S. §§151, et seq.

GRANTEE shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment. If GRANTEE is a political subdivision as defined in Title 51, O.S. §§151, et seq, GRANTEE'S liability is according to the terms of the Oklahoma Governmental Tort Claims Act, Title 51, O.S. §§151, et seq.

It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

Termination

Either party may terminate the Agreement upon thirty (30) days' written notice to the other party. Either party may terminate this Agreement immediately upon written notice in the event of a material breach of this agreement. Material Breach means a failure by a Party to perform any obligation under this Agreement that substantially impairs the purpose of

the Agreement, results in the misuse or improper expenditure of funds, materially affects performance or compliance with applicable law, or otherwise deprives the non-breaching Party of the benefit of its bargain. Except for breaches that are not subject to cure, GRANTEE shall have thirty (30) calendar days from receipt of such notice to cure the breach to TSET's satisfaction, or such longer period as may be approved in writing by TSET, provided GRANTEE is diligently pursuing corrective action. Failure to timely cure the breach may result in remedies including, but not limited to, suspension of payments, disallowance of costs, or termination of this Agreement. In the event of termination, payments will be made for all work performed up to date of termination and will include any non-cancelable obligations incurred by GRANTEE in connection with this Agreement.

Time and Effort

GRANTEE shall maintain time and effort reports on all personnel reimbursed under this Agreement. Subcontractors claiming reimbursement for time worked must also maintain time and effort reports. Time and effort reports must reflect after-the-fact distribution of the actual activity of each employee or subcontractor. For employees, time and effort reports must account for the total activity for which each employee is compensated and include all hours worked by the employee (s) with the hours delineated by each program area. Both the employee and their supervisor attesting to the performance of the services and the accuracy of the report must sign the reports.

Travel and Related Expenses

If travel costs and related expenses are a part of the Agreement, they shall not exceed those authorized by the State Travel Reimbursement Act, Title 74 O.S. §500.1, et seq. All out-of-state travel for which reimbursement is requested must be pre-approved in writing by TSET prior to travel. In addition, pursuant to Executive Order 2020-02, non-essential, state-funded travel to the State of California is prohibited, and no international travel is permitted.

Waiver of Breach

No failure by TSET to enforce any provisions hereof after any event of default by GRANTEE shall be deemed a waiver of TSET's rights with regard to that event, or any subsequent event. TSET's failure to enforce an Agreement provision shall not be construed to be a modification of the terms of the Agreement.

Workers' Compensation Insurance Coverage

Proof of Workers' Compensation Insurance is required by TSET for all entities that receive TSET funding and enter into a contract with TSET. The certificate of insurance showing compliance with the Oklahoma Administrative Workers' Compensation Act must be

provided to TSET prior to receipt of the funds and commencement of work. If GRANTEE claims that it is exempt from the Oklahoma Administrative Workers' Compensation Act, prior to receipt of funds and commencement of work, GRANTEE must submit to TSET a statement sworn under penalty of perjury, dated, and signed by GRANTEE, establishing the factual basis for an exemption under any of the exemptions provided for in the Workers' Compensation Act under Title 85A O.S. Section 2(18) (b) (1-11).

Attachment A

Year 1 - September 1, 2026 - August 31, 2027							
Project Milestones	Task Assigned to	Begin by	End by	Actual Start Date	Actual End Date	Task Status	Notes
City Council accepts Grant	Jason Olsen & City Council	9/1/2026	9/15/2026			Not Started	Will place the item on first available Council meeting in September
Submit Paperwork for Notice of Intent to Subcontract (NIS) to TSET	James Briggs/PM	9/15/2026	10/1/2026			Not Started	Paperwork will be submitted for subcontractors as needed for this phase- includes playground equipment, lighting, concrete, fencing, landscaping, etc.
Award Contract to Playground Vendor for Phase I	Jason Olsen & City Council	10/1/2026	10/15/2026			Not Started	
Award Bids for Concrete/Solar Lighting/Fencing	Jason Olsen & City Council	10/15/2026	11/15/2026			Not Started	
Purchase Playground Equipment for Phase I	James Briggs/PM	10/15/2026	11/1/2026			Not Started	
Playground Equipment Delivered	Wade Thompson	11/15/2026	12/30/2026			Not Started	
Design & Order Signage for Kids Space besides TSET Branded Signage	James Briggs/PM	9/1/2026	11/1/2026			Not Started	
Call for resident volunteers to help and construct the community build portion of project and allow them to pick up pickets and tiles from first build.	NPR - Communications Team	1/15/2027	2/15/2027			Not Started	Parks will work with the community through press releases and social media to recruit Norman Residents for the community build of Kids Space. Keeping in the same tradition of the original build in 1999.
Preconstruction Meeting	James Briggs/PM	10/15/2026	11/15/2026			Not Started	Preconstruction meeting will be set sometime in this time period.
Demo Old Kids Space Playground	Wade Thompson	11/1/2026	12/30/2026			Not Started	
Support Structures/Piers for Playground Installed	Wade Thompson	1/15/2027	2/30/2027			Not Started	Park Maintenance will place main supports for the playground before we start the community build portion.
Community Build Portion of Playground takes place.	Norman Public	3/1/2027	4/1/2027			Not Started	Possible build week for Spring Break.
Install all signage including Tobacco Free & TSET Acknowledgements	James Briggs/PM	4/1/2027	5/1/2027			Not Started	
ADA Poured Playground Surface Installed by Contractors.	James Briggs/PM	4/1/2027	6/1/2027			Not Started	
Community Engagement - Analyze Survey Results from Community Build	NPR - Communications Team	4/1/2027	5/1/2027			Not Started	Will share the data with the Parks Director, Norman Parks Board and TSET.
Phase I Opens to Public	Jason Olsen & City Council	6/1/2027	6/15/2027			Not Started	

Year 2 - September 1, 2027 - August 31, 2028							
Project Milestones	Task Assigned to	Begin by	End by	Actual Start Date	Actual End Date	Task Status	Notes
Send out RFP for Public Art Piece at Kids Space	Norman Art Council	3/1/2027	4/30/2027			Not Started	This is sent out early to give the Artist enough time to design a project and get on their schedule for installation.
Award Public Art Piece	Norman Art Council/City of Norman	6/1/2027	6/31/2027			Not Started	Awarding an artist a contract is to get placed into their schedule and payment would not happen until the Year 2 schedule. This is not covered by TSET funding.
City Council accepts TSET Grant	Jason Olsen & City Council	9/1/2027	9/15/2027			Not Started	Will place the item on first available Council meeting in September
Submit Paperwork for Notice of Intent to Subcontract (NIS) to TSET	James Briggs/PM	9/15/2027	10/1/2027			Not Started	Paperwork will be submitted for subcontractors as needed for this phase- includes playground equipment, lighting, concrete, fencing, landscaping, etc.
Award Contract to Playground Vendor for Phase II (Tot Playground)	Jason Olsen & City Council	10/1/2027	10/15/2027			Not Started	
Award Bids for Concrete/Solar Lighting/Fencing	Jason Olsen & City Council	10/15/2027	11/15/2027			Not Started	
Purchase Playground Equipment for Phase II (Tot Playground)	James Briggs/PM	10/15/2027	11/1/2027			Not Started	
Preconstruction Meeting	James Briggs/PM	11/1/2027	11/15/2027			Not Started	Preconstruction meeting will be set sometime in this time period.
Playground Equipment Delivered & Installed by Contractors	James Briggs/PM	11/15/2027	2/15/2028			Not Started	This is a much smaller portion of the playground. We will use playground installer contractors instead of the community build option.
Installation of Public Art	Artist	2/1/2028	3/15/2028			Not Started	
Dedication Promotions	NPR - Communications Team	4/1/2028	4/30/2028			Not Started	
ADA Poured Playground Surface/Concrete/Fencing/Lights Installed by Contractors.	James Briggs/PM	3/1/2028	5/15/2028			Not Started	
Kids Space & Public Art Dedications	City of Norman	4/15/2028	5/15/2028			Not Started	
Community Engagement - Conduct community feedback on newly installed playground equipment	NPR - Communications Team	5/15/2028	6/15/2028			Not Started	Will share the data with the Parks Director, Norman Parks Board and TSET.



Oklahoma Tobacco Settlement Endowment Trust

YEAR 1 SUMMARY BUDGET

Organization:		City of Norman Parks and Recreation		
Budget Period:		09/01/2026-08/31/2027		
Direct Project Costs		TSET Support	Other Project Funding	Total Project Budget
1	Salaries	\$0.00	\$0.00	\$0.00
2	Fringe Benefits	\$0.00	\$0.00	\$0.00
3	Travel/Per Diem – In-State	\$0.00	\$0.00	\$0.00
4	Purchased Services	\$54,142.35	\$104,731.35	\$158,873.70
5	Facilities	\$0.00	\$0.00	\$0.00
6	Equipment	\$244,857.65	\$0.00	\$244,857.65
7	Supplies	\$0.00	\$0.00	\$0.00
8	Other	\$0.00	\$40,373.14	\$40,373.14
9	Strategic Communications	\$0.00	\$0.00	\$0.00
TOTAL DIRECT PROJECT COSTS		\$299,000.00	\$145,104.49	\$444,104.49
Indirect Costs (limited to 15% of total direct project costs)		\$0.00	\$0.00	\$0.00
TOTAL PROJECT COSTS		\$299,000.00	\$145,104.49	\$444,104.49
List other funding sources for this project:		City of Norman Capital Improvement Plan Fund 52 – Park Land and Development Fund		
TSET USE ONLY				
TSET Signature: <i>David N Martin</i>		Date Approved: 07/17/2026		

BUDGET JUSTIFICATION

1. Salaries *Total salary cannot exceed annual salary multiplied by percent time.

Name and Title	Annual Salary	% Time	# Months	TSET Support	Other Project Funding	Total*
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total				\$0.00	\$0.00	\$0.00

Personnel Justification:

N/A

2. Fringe Benefits

Position	Computation	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total		\$0.00	\$0.00	\$0.00

Fringe Benefits Justification:

N/A

3. Travel/Per Diem – In-State

In-State	Computations	TSET Support	Other Project Funding	Total
Mileage				\$0.00
Lodging & Per Diem				\$0.00
Other travel				\$0.00
Total		\$0.00	\$0.00	\$0.00

In-State Travel Justification:

4. Purchased Services

Subcontractor	Computations	TSET Support	Other Project Funding	Total
Leathers and Associates- Playgrounds By Leathers	Purchased services include construction consultation and	\$22,698.70		\$22,698.70
Poured in Place Playground surfacing by subcontractor	Estimated Surfacing includes labor and materials: \$14.50 sf X	\$31,443.65	\$80,931.35	\$112,375.00
Fencing by subcontractor	4' Tall Black Vinyl Chainlink		\$23,800.00	\$23,800.00
				\$0.00
				\$0.00
Total		\$54,142.35	\$104,731.35	\$158,873.70

Purchased Services Justification:

Leathers & Associates (Playgrounds by Leathers) is the playground consultant that will travel to Norman to provide construction consultation for the playground construction. Hotel lodging is budgeted at \$165 per night at 5 nights (\$825 Total). Estimated travel expenses are estimated at \$1,960. There will be a construction scheduling fee of \$665. As well as an organization phase fee of \$1330 and a construction consultation of \$13,193.60. There is also an added Project contingency of \$4,725.10. The project contingency will cover any unforeseen project management consultation fees.

5. Facilities

Office/Meeting Space	Computations	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total		\$0.00	\$0.00	\$0.00

Facilities Justification:

N/A

6. Equipment

Equipment	Computations	TSET Support	Other Project Funding	Total
Playground Materials purchased from Leathers & Associates	Estimated Playground Materials includes shipping and materials:	\$237,770.00		\$237,770.00
Materials Contingency	Contingency for unforeseen	\$7,087.65		\$7,087.65
				\$0.00
				\$0.00
				\$0.00
Total		\$244,857.65	\$0.00	\$244,857.65

Equipment Justification:

Play equipment will be purchased from Leathers & Associates (Playgrounds by Leathers) for building the Year 1 playground. The Playground will be constructed by the City of Norman Parks and Recreation staff and a community build. The materials contingency will be used for any unforeseen material costs that arise as the project begins.

7. Supplies

Supplies	Computations	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total		\$0.00	\$0.00	\$0.00

Supplies Justification:

N/A

8. Other

Item	Computations	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
City of Norman Construction Contingency	10% of Project Cost for Year 1		\$40,373.14	\$40,373.14
				\$0.00
				\$0.00
Total		\$0.00	\$40,373.14	\$40,373.14

Other Justification:

10% of Project Cost for Year 1- this cost will be used for any unforeseen construction costs that arise as construction begins.

9. Strategic Communications

Item	Computations	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total		\$0.00	\$0.00	\$0.00

Strategic Communications Justification:

N/A Signage and wayfinding outside of provided TSET signage will be managed and paid for by the City of Norman.

Total Direct Project Costs	TSET Support	Other Project Funding	Total
Total	\$299,000.00	\$145,104.49	\$444,104.49

Indirect Costs	TSET Support	Other Project Funding	Total
Total			\$0.00

Total Project Costs	TSET Support	Other Project Funding	Total
Total	\$299,000.00	\$145,104.49	\$444,104.49

MATCH JUSTIFICATION
To be completed if matching funds are used

1. Salaries *Total salary cannot exceed annual salary multiplied by percent time.

1. Salaries *Total salary cannot exceed annual salary multiplied by percent time.			
Name and Title	Annual Salary	Other Project Funding Source(s) (e.g., federal, in-kind, etc.)	Total
		Total	\$0.00

Match Narrative *Use this space for further description of matching funds sources and allocation for specific budget category charges

N/A

2. Fringe Benefits

2. fringe benefits		
Position	Other Project Funding Source(s)	Total
	Total	(0.00)

Match Narrative *Use this space for further description of matching funds sources and allocation for specific budget category charges

N/A

3. Travel/Per Diem – In-State

In-State	Other Project Funding Source(s)	Total

[illegible]

N/A

4. Purchased Services

A. Purchased Services			
Subcontractor		Other Project Funding Source(s)	Total
1 Poured in Place Playground surfacing by Leathers & Associates		Capital Improvement Plan Fund 52 – Park Land and Development Fund	\$80,931.31
4 Tall Black Vinyl Chainlink fence 350' F with (1) 4' gates. Posts will be in concrete footing with a concrete mow edge		Capital Improvement Plan Fund 52 – Park Land and Development Fund	\$23,800.00

[illegible]

Poured in Place Playground surfacing by Leathers & Associates - Partial payment (\$ 31,443.65) for the Poured in Place Surfacing will be paid for using TSET Grant funding, the remaining cost (\$ 80,931.35) will be paid by the Capital Improvement Plan Fund 52 - Park Land and Development Fund

6. Facilities

Office/Meeting Space	Other Project Funding Source(s)	Total
----------------------	---------------------------------	-------

[illegible]

N/A

6. Equipment

b. equipment		
Equipment	Other Project Funding Source(s)	Total

[illegible]

N/A

7. Supplies

7. Supplies		
Supplies	Other Project Funding Source(s)	Total
	Total	\$0.00

Match Narrative *Use this space for further description of matching funds sources and allocation for specific budget category charges.

8. Ot

8. Other

Other	Other Project Funding Source(s)	Total
City of Norman Construction Contingency	10% of Project Cost for Year 1 will be paid for by the Capital Improvement Plan Fund 52 – Park Land and Development Fund	\$40,373.14
	Total	\$40,373.14

Match Narrative *Use this space for further description of matching funds sources and allocation for specific budget category charges

9. Strategic Communications

Item	Other Project Funding Source(s)	Total
------	---------------------------------	-------

[illegible]

Life

Total Direct Matching Funds

Total Direct Matching Funds	\$145,104.49
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Indirect Costs

Indirect Costs	Other Project Funding Source(s)	Total

Match Narrative *Use this space for further description of matching funds sources and allocation for specific budget category charges

N/A

Total Matching Funds

Total Watching Funds	\$145,104.49



Request for Applications (RFA)

BUILT ENVIRONMENT GRANT

for projects related to:

**PLANNING AND DESIGN
&
CONSTRUCTION IMPLEMENTATION
FOR PHYSICAL ACTIVITY**

Funding Opportunity Number 092-BEPA26

DEADLINE FOR SUBMISSION OF APPLICATIONS

November 18, 2025, by 4:00 PM Central Time

About this Document

This document is intended for informational purposes and reflects current planning; it does not obligate TSET to make any specific number of awards. Awards are contingent upon the availability of funds, satisfactory performance by the grantee and approval by the TSET Board of Directors. If there is any inconsistency between the information contained in this guide and the terms of any resulting cooperative agreement, the terms of the cooperative agreement are controlling.

This guide may be amended by TSET. Amendments can be found on TSET's website under the [TSET Built Environment Grants](#) section. It is the responsibility of the applicant to review any such amendments and make necessary changes in the application to meet the amended requirements.

Ceremonial Use of Tobacco in Native American Culture

TSET acknowledges the spiritual and ceremonial value that tobacco has in Native American culture. The phrase "tobacco" mentioned in this document refers to commercially produced tobacco products and non-ceremonial use of tobacco.

Required Software

This guide may be viewed and associated forms may be completed at no cost to the applicant by using [Adobe Reader](#). The full version of Adobe Acrobat Professional is not required to complete any of the application forms. Applications must be submitted via the TSET Funding Portal beginning September 23, 2025. To register and login, please visit <https://oktset.my.site.com>. Applicants can find instructions on registering and applying through the TSET Funding Portal on the [TSET website](#).

RFA Attachments and Appendices

Appendices and attachment forms provided in this RFA are listed below and can be accessed by clicking on the name of the document or by clicking the paperclip icon on the side navigation pane in Adobe. If you cannot see a paperclip icon in Adobe, please ensure that you have fully downloaded this document and have opened it from your desktop rather than from within your internet browser. The forms can also be accessed by clicking on the Application RFA Guidelines and Forms folder in the TSET Funding Portal application portal from the Resources tab.

Current and Previous TSET Grantees

Current TSET grantees are not automatically precluded from applying for funding under this opportunity. However, programs submitted under this funding opportunity must not be wholly or partially duplicated under another TSET-funded grant or contract. Previous TSET grantees or contractors who are in good standing are also eligible to apply for funding under this opportunity. If you have questions about your eligibility to apply as a current or former TSET grantee, please contact grantsmanagement@tset.ok.gov.

Key Dates

Request for Applications (RFA) Released: September 23, 2025

Last Day to Submit Questions: October 24, 2025

Applications Due: November 18, 2025, by 4:00 pm CST

Anticipated Board of Directors Funding Decision: May 28, 2026

Grant Start Date: September 1, 2026

Built Environment: Physical Activity 092-BEPA26 Amendment History

May 28, 2026:

Updated section: Key Dates from *Applicants Notified of Award Decisions: March 26, 2026* to *Anticipated Board of Directors Funding Decisions: May 28, 2026*.

Updated sections: Key Dates and Cooperative Agreement Periods of the RFA to update the grant start dates to reflect the following changes.

- Year 1 amended to change start date from July 1, 2026, to September 1, 2026.
- Year 2 amended to change start date from July 1, 2027, to September 1, 2027.

Key Terms

Active Living: Incorporating physical activity into our daily lives and routines.

Authorized Official: The person who receives the contract document for the grant and whom the organization has designated as being authorized to sign contracts on behalf of the organization. This person will receive all important grant-related information disseminated by TSET.

Built Environment Project: Human-made spaces in which people live, work and play. Built environment projects include buildings, parks and open spaces, streets, trails, transportation systems, playgrounds, etc.

Cooperative Agreement: An arrangement between two or more parties, in which mutual terms, responsibilities and criteria are defined for working toward agreed upon objectives and or goals.

Construction Implementation Project: A shovel-ready project that makes changes to the built environment to increase the number of people engaged in moving more at a site within Oklahoma.

Construction Site Manager: Person directly responsible for the day-to-day operations on-site to ensure site workers complete their daily tasks to achieve the scope of work agreed upon on time and within budget. They are present at the construction site every day and are hands-on in supervising the job site work.

Designing/Planning Manager: Person directly responsible for the day-to-day progress and completion of designs or plans being developed based on the agreed upon scope of work and budget.

Eligible Applicant Property: Refers to any land or facility owned by the applicant organization, excluding the legal or statutory easement where the proposed built environment construction project will be located. This property must be available for public use during reasonable usage hours, ensuring accessibility to the community.

Facilities Use Agreement: A policy or written agreement where users are often required to fill out and sign an agreement, pay a nominal fee and provide proof of insurance. These agreements are used by groups that want to access recreational facilities to host programs, sports leagues or classes.

Financial Officer: The person who prepares and submits requests for reimbursement and tracks project spending. This is the person whom TSET will contact with any questions regarding a request for reimbursement. This person will receive all financial-related information disseminated by TSET.

Fundraising: Soliciting and gathering financial contributions or resources from individuals, organizations or businesses to support a specific cause, project or initiative.

Grantee: The organizational entity to which a grant (or cooperative agreement) is awarded, and which is responsible and accountable both for the use of the funds provided and for the performance of the grant-supported project or activities.

Implementation: The process of carrying out a plan, strategy or project that results in tangible outcomes.

Indirect costs: Indirect costs include expenses that are not easily discernable from direct expenses incurred by operating the organization, e.g., utilities, custodial services, security, rent, accounting services, administrative assistance, etc.

Open-Use Agreement: This agreement formalizes community access to recreational facilities for informal play and physical activity, allowing a property owner to act alone instead of in partnership with another entity.

Parks and Open Spaces: Publicly owned areas of land that are primarily used for recreational or leisure purposes, that are accessible to the public.

Physical Office: A physical office is a commercial or leased premises, separate from any residential or home-based setting, where an organization establishes a tangible presence and carries out its core business operations. Its physical location within the State of Oklahoma is perceived by the public as where the business operates.

Planning and Design Project: Projects such as a feasibility study, streetscape design, comprehensive plan, master plan, plans for trails, bicycle and pedestrian safety or guidelines that promote active living in an effort to create targeted, place-based changes to the built environment that promote healthy behaviors. Projects under this funding tract may not include construction or implementation.

Pre-award Costs: Costs that are incurred prior to the cooperative agreement period.

Project: A series of short-term, time-limited tasks leading to a unique outcome, product or result with an agreed upon start-up and completion date. A project plan of major milestones or tasks to be completed is required.

Project Launch Ready: A design, planning or study project that is at an advanced stage for work to begin within 75 days. Labor can be hired or contracted either immediately or within 75 days of the grant start date to begin designing, planning or conducting a study.

Project Manager (of the Grant): Person directly responsible for ensuring the grant meets its requirements and agreed upon results, inclusive of planning, organizing and directing the completion of the project for the organization serving as the grantee while ensuring the project is executed on time, on budget and within scope of work agreed upon. Serves as the primary contact for TSET and contractors and will be responsible for submitting all project documents, reports, etc. throughout the contract year.

Project Site: A project site refers to a specific geographic location where a construction project is undertaken. It is defined as a single, distinct area or parcel of land where all project activities are carried out. This means that the entire construction project occurs at one physical location, rather than spanning multiple locations or sites.

Public Property: Land or facilities owned by governmental entities or organizations that provide public access, including parks, pavilions, community centers and public buildings. Project site property must be accessible to the community during reasonable usage hours.

Safe Routes to School: Methods and tools used by governments, local leaders, advocacy groups, schools and families of students to improve the safety, health and connectedness of their community by making schools safe and easy to access via walking, biking and public transit.

TSET Funding Portal: A comprehensive grant management platform used by TSET that

is designed to streamline the entire grant lifecycle, from application submission to reporting and evaluation.

Shared-Use: Also called joint use or community use, occurs when organizations agree to open or broaden access to their facilities for community use.

Shared Use Agreement: A written contract between two or more partners that sets forth the terms and conditions for the shared use property, allowing partners to allocate responsibility for costs, security, maintenance, repairs, insurance and potential liability.

Shovel-Ready: Refers to a project where all planning, design and permitting processes have been completed, and it is prepared for immediate or near-immediate construction. This means the project is fully designed, all necessary approvals and permits have been obtained and the site is ready for construction to begin either immediately or within 75 days of the grant start date.

Small to Medium Size Projects – A **small project** is “shovel ready” and can be started and completed within 6 – 8 weeks (*1 to up to 320 hours*). A **medium project** is “shovel ready” and can be started and completed within 18-20 months (*321 hours to up to 3,200 hours*).

Sustainability: The ability of a project to thrive independently without TSET funding and characterized by continued community support, financial growth, sound infrastructure, and effective strategies for the management of the project.

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Funding Information & Application Guidelines

Purpose

As authorized by Okla. Const. Art. 10, Section 40, and Title 62 O.S. § 2309, to identify and respond to emerging opportunities to transform and improve the health of Oklahomans through the built environment, TSET will accept applications in two areas of emphasis—planning and design or construction implementation. All applications must support the TSET mission¹ of improving health and reducing the risk factors for the leading causes of preventable death due to cancer and cardiovascular disease, be aligned with the [TSET strategic plan](#) and adhere to the guidelines stated in this document.

Applications must identify immediate, impactful opportunities to positively transform and improve the health of Oklahomans through built environment projects. Applications must be project-driven, time-limited, have a specific targeted area or population in mind, be supported by multiple partners and agree to participate in an external evaluation of the project.

TSET seeks projects that are in line with the following guidelines:

- Develop or enhance infrastructure that encourages physical activity, such as parks, trails and recreational facilities.
- Ensure that new or upgraded public spaces are safe and accessible for all community members, including children, older adults and people with disabilities.
- Involve community members in the planning and development process to ensure that public spaces meet local needs and preferences.
- Design projects that have a lasting impact on the physical health of Oklahomans.

This funding opportunity is intended to support the development of plans or the construction of projects that improve access to physical activity within communities. Eligible proposals should align with the strategy funding tracks outlined below and focus on planning or creating or enhancing infrastructure or environments that encourage and enable active lifestyles.

The table below outlines the available funding categories, along with the corresponding strategy funding tracks. Applicants may only select **one strategy funding track** within **either** the *Planning and Design* or *Construction Implementation* funding category per grant application.

Applications that span **multiple funding categories or strategy funding tracks** will not be considered. Applications that do not align with any of the strategy funding tracks listed below will not be considered.

¹ TSET's mission is to improve the health and well-being of Oklahomans through programs that reduce tobacco use and obesity – the leading causes of preventable chronic disease – and by funding research that improves treatment and saves lives.

Funding Categories	Strategy Funding Tracks
Planning and Design of Small to Medium Size Projects	Funding Track 1: Parks & open spaces
	Funding Track 2: Safe routes to schools, grocery stores & parks
	Funding Track 3: PreK-12 school-based built environment projects that promote physical activity
Construction Implementation of Small to Medium Size Projects	Funding Track 1: Parks & open spaces
	Funding Track 2: Safe routes to schools, grocery stores & parks
	Funding Track 3: PreK-12 school-based built environment projects that promote physical activity

Applicant Eligibility

Awards will not be made to organizations that receive funds or benefit from tobacco sales. Applicant organizations must have a brick-and-mortar office located in Oklahoma at the time of application submission, and the project must be carried out within indoor or outdoor eligible applicant property that is open and accessible to the public during reasonable usage hours within the state of Oklahoma. **The project area or property where the project will be located must be owned by the applicant at the time of submitting the grant application.** All applicant organizations must be incorporated and able to make their own laws and/or policies.

All eligible applicant organizations must be in good standing with the Oklahoma Secretary of State and must be able to attest that the organization does not and will not accept funding from the tobacco industry for the term of the cooperative agreement with TSET by signing and submitting Attachment D: Certification of Non-Acceptance of Tobacco Funds.

Any tribal nation that is awarded a funding agreement must submit a signed waiver of sovereign immunity to TSET prior to execution of a cooperative agreement. Any awarded tribal nation that has not returned a signed waiver of sovereign immunity to TSET by 4:00 pm CST on June 30, 2026, will be ineligible to enter into a funding agreement with TSET.

Eligible applicant organization/entity types are dependent upon the strategy funding track that is selected and are defined within the scope of work sections of the RFA. Please refer to the following table for a breakdown of applicant eligibility by funding track.

Planning and Design of Small to Medium Size Projects	
Funding Track	Eligible Entities
Funding Track 1: Parks and Open Spaces	• Institution of common and higher education • Oklahoma local government (city, town or county) • Non-profit 501(c)3 organization • Tribal nation • PK-12 public school district or individual PK-12 public school site • State government
Funding Track 2: Safe routes to schools, grocery stores & parks	• Institution of common and higher education • Oklahoma local government (city, town or county) • Non-profit 501(c)3 organization • Tribal nation • PK-12 public school district or individual PK-12 public school site • State government agency
Funding Track 3: PreK-12 school-based built environment projects that promote physical activity	• PK-12 public school district or individual PK-12 public school site • Non-profit 501(c)3 organization that operates as a school site for specific populations • Tribal nations that operate a school site

Construction Implementation of Small to Medium Size Projects	
Funding Track	Eligible Entities
Funding Track 1: Parks and Open Spaces	• Institution of common and higher education • Oklahoma local government (city, town or county) • Non-profit 501(c)3 organization • Tribal nation • PK-12 public school district or individual PK-12 public school site • State government agency
Funding Track 2: Safe routes to schools, grocery stores & parks	• Institution of common and higher education • Oklahoma local government (city, town or county) • Non-profit 501(c)3 organization • Tribal nation • PK-12 public school district or individual PK-12 public

	school site • State government agency
Funding Track 3: PreK-12 school-based built environment projects that promote physical activity	• PK-12 public school district or individual PK-12 public school site • Non-profit 501(c)3 organization that operates as a school site for specific populations • Tribal nations that operate a school site

Planning and design projects must be ready to begin work either immediately or within 75 days of the grant start date. Construction implementation of small to medium size projects must be shovel-ready and begin either immediately or within 75 days of the grant start date.

Eligible construction projects are those where all design and engineering plans have been finalized, and it has been confirmed that the design complies with all applicable codes and regulations.

The proposed project must be located at a **single** project site. Each planning and design or construction implementation application may include one or more projects when all projects are located on a single project site, or when two sites are connected, adjacent or contiguous to one another. Applications with projects that span across separate, detached sites, such as developing designs or infrastructure improvements for two unconnected, distinct community parks, will not be considered for review.

Project Service Area

All projects must take place and serve only populations within Oklahoma.

Public Accessibility of the Project

All applications must be for projects that are available to **all** Oklahomans, regardless of income. If an applicant organization charges a fee for access to its services or use of a project site, the applicant must demonstrate that the proposed project would be available to all Oklahomans free of charge, according to a sliding fee scale, scholarships or other proposed options. For example, if a school site submits an application to fund improvements to its activity areas, the applicant entity must demonstrate in its application how all Oklahomans, regardless of income, will have an opportunity to access the TSET-funded improvements.

Additionally, all proposed projects must be open and accessible to the public during reasonable usage hours. Projects that are exclusively available to only the applicant organization's staff and/or clients are not eligible for funding. If interested, examples of shared, open or facilities use agreements are available within Appendix G: Shared Use Policies and Agreements Examples.

The project area or property where the project will be located must be owned by the applicant at the time of submitting the grant application. Projects involving the potential declaration of eminent domain will not be considered. Applicants should have existing control of the project's right-of-way.

Data-driven Needs and Community Buy-In

All applications must demonstrate the need for the project by providing sufficient locally focused data that was collected within the last three years to support the project. Long-term planning data (4-10 years or more) may only be used if the information is still being actively used in local planning efforts. Such data may include:

1. A needs assessment conducted by the applicant organization or a contractor;
2. Community Health Needs Assessment(s);
3. Community Health Improvement Plan(s);
4. Surveys completed by the applicant, city/town or a local organization;
5. Documentation from a previously completed plan, feasibility study or built environment design document;
6. Completed assessment tools from Appendix F: Built Environment Assessment Guidance Document.

All data must be cited within the application and must be publicly accessible or, if not publicly accessible, provided in an appendix with the application.

In addition to data to support the need for the proposed project, the applicant must demonstrate that there is buy-in from the community for the project. Public support and buy-in are important aspects of any built environment project that will affect a population. Demonstrations of public support and buy-in are required and may include:

- Evidence of community involvement in identifying the need for the project and its design (examples of this may include a community survey results report, a community listening session(s) report, letters of support from community organizations, residents, clients or partners, etc.).

Proposed projects incorporating the results of a local needs assessment involving public input within the last three years are preferred.

Project Plan and Key Milestones

Applicants must include a detailed project plan that captures key project milestones intended to be met during the lifetime of the project. The project plan must be completed for each year of funding requested using the project plan template provided by TSET (see Attachment: E Project Plan Instructions and Template for instructions). A detailed project plan should include an agreed upon start-up and completion date and all major milestones or tasks to be completed within the TSET funded project period. Milestones provided should be clear and show a realistic timeline for project completion.

Project Evaluation

Depending on the scope and purpose of the proposed project, TSET may assign an external evaluator to support implementation and/or develop a follow-up evaluation focused on public use of the project. The evaluator may also assist in enhancing or refining the project's evaluation approach to ensure it aligns with best practices and funder expectations. Applicants are required to collaborate with the assigned evaluator and support all activities outlined in the external evaluation plan, including data collection, site visits and reporting.

After the grant period ends, there may be opportunities for post-project evaluation to assess longer-term outcomes such as sustained use of the site, changes in physical activity levels or community satisfaction. These efforts may involve observational tools, surveys or collaboration with external evaluators. While not required, applicants are strongly encouraged to consider how post-project evaluation could be conducted for their proposed project and to design project elements that support future measurement.

Project Staffing and Management

A project staffing plan is a required component for each application and should demonstrate how the applicant organization will ensure the project is effectively overseen, directly managed and completed. The staffing plan should also clearly outline the individual(s) responsible for fulfilling all grant deliverables, handling invoices and providing monthly project reports to TSET (see Attachment G: TSET Grant and Contractor Staffing Table Template).

Applications for planning and design projects should identify an experienced designing/planning project manager and applications for construction implementation projects should identify an experienced project manager or construction project manager. Funding may be requested for a project manager to oversee the planning project. However, the primary intent is to support projects that transform and improve public health through infrastructure enhancements and other built environment improvements. Accordingly, personnel costs should remain proportionate and should not supersede the costs associated with design, planning, or other infrastructure related services.

If a third-party project manager is identified, a designated representative from the applicant agency must remain actively engaged and serve as the primary point of contact with TSET.

Public Awareness & Brand Support

Successful applicants shall support project awareness of TSET's funding through project communications, recognition of funding, signage, and in partner and donor communications. This is a key requirement in ensuring the visibility of TSET's mission in Oklahoma. **A plan to publicly promote the project and intended schedule of events is required if funding is approved.**

Certification of Non-Acceptance of Tobacco Funds

All applicants will be required to certify that the organization will neither have a direct or indirect affiliation or contractual relationship with a company or foundation engaged in or funded by the manufacturer of tobacco, tobacco products and/or electronic nicotine delivery systems (ENDS), nor will it accept any type of funding from such a company or foundation. This form can be found in Attachment D: Certification of Non-Acceptance of Tobacco Funds and must be signed and submitted upon registering for an account and accessing applications in TSET Funding Portal.

Policy Requirements

To ensure that these competitive public funds are utilized by organizations that share TSET's dedication to improving and protecting the health of Oklahomans and engage in promoting a healthy workplace, organizations must submit **signed and dated** copies of their workplace wellness and tobacco-free policies. There are no specific requirements that must be met for the workplace wellness policy other than the policy being signed and dated. Sample policies are included in Appendix D: Sample Workplace Wellness Policy and Instructions.

The applicant organization's tobacco-free policy must meet the minimum requirements indicated in the tobacco-free policy template included in Appendix B: Tobacco-Free Policy Template. Applicants are encouraged to review the sample comprehensive tobacco-free policies included in Appendix C: Sample Tobacco-Free Policies and Checklists and are advised to make it part of their operating plan to move toward adoption of a comprehensive policy over time. Although applicants must only meet the requirements in Appendix B: Tobacco-Free Policy Template, TSET has provided guidance for organizations that wish to implement stronger policies.

If an organization plans to submit a tobacco-free policy that includes more elements than are indicated in Appendix B: Tobacco-Free Policy Template, the applicant organization should carefully review their policy to ensure that the minimum requirements listed in Appendix B: Tobacco-Free Policy Template are included in the organization's more robust policy. Policies that do not include the mandatory statements in Appendix B: Tobacco-Free Policy Template will not meet the requirements of this funding opportunity and will not receive a full application review.

Both policies must be included as required attachments, complete with signatures and adoption dates. **If your organization does not typically sign policies after formal approval, please provide signed documentation from agency leadership confirming that the policies are in effect, including the effective dates for each policy, along with the policies themselves.**

Cooperative Agreement Periods

Applicants may propose a planning and design project with a duration not to exceed one year, or a shovel-ready construction implementation of a small to medium size project, which will not exceed two years. Each year of a project shall be governed by a cooperative agreement, and construction implementation projects will be eligible for a one-year renewal. All renewals are subject to grantee performance, funds available for TSET to award and approval by the TSET Board of Directors. Periodic performance metrics will be used for each project type.

Cooperative agreements will be issued for the following time periods, as applicable to each awarded project:

One-year planning and design projects:

- September 1, 2026 – August 31, 2027

Two-year construction implementation awards will be governed under the following cooperative agreement periods:

- Year 1: September 1, 2026 – August 31, 2027
- Year 2: September 1, 2027 – August 31, 2028

Funding Guidelines

Applications are accepted for small to medium size projects related to the following areas identified as priorities by the TSET Board of Directors:

Planning and Design of Small to Medium Size Projects

This track aims to fund planning and design that improve the built environment to encourage healthy behaviors within a specific geographic area. Proposed projects under this category should not include any type of construction. Funding is available for feasibility studies or plans related to parks, open space, streetscape designs, trails, pedestrian safety, complete streets, wayfinding, safe routes and physical activity in school settings. **Projects must be launch-ready meaning that labor** can be hired or contracted either immediately or within 75 days of the grant start date.

- **Maximum Award:** \$150,000 for up to 12 months
 - Parks and open spaces planning projects,
 - Safe routes to schools, grocery stores and parks planning projects,
 - PreK-12 school-based built environment planning projects that promote physical activity.
- **Total amount allotted for this funding opportunity:** \$1,200,000
- **Matching requirement:** None, although projects with confirmed matching funds may receive preference.

Project Scope of Work

The tables below outline three distinct planning and design funding tracks, each supporting eligible planning and design projects. Please note that a separate grant application is required for each funding track. Applications that combine multiple funding tracks will not be reviewed or considered.

Planning & Design Funding Track 1: Physical Activity – Parks and Open Spaces	
Strategy	Plans and designs for parks and open spaces for exercise and active living.
Strategy Purpose	To create parks and open space plans and designs to increase physical activity and recreation by the public.
Strategy Scope of Work	Development of plans and designs of parks and open spaces for physical activity and recreation to include: • Parks, open spaces and greenways plans and designs. • Master plan development by cities or towns, inclusive of parks, open spaces and greenways. • Design of a portion(s) of an existing Parks and Open Spaces Plan, Master Plan or similar plans related to launch-ready infrastructure improvements. Examples of design components may include one or more of the following: ○ Sidewalks ○ Walking and biking trails and lanes ○ Greenways ○ Playgrounds ○ Weight training/workout stations ○ Water fountains ○ Public restroom ○ Benches and tables, landscaping to include shading. ○ Physical activity spaces (e.g., basketball courts, tennis courts, pickle ball courts, frisbee golf course, soccer fields, softball fields, volleyball courts, corn hole and horseshoe areas, etc.). • Other approaches that directly align with this strategy.
	• A planning and design project that is launch-ready either immediately or within 75 days of the grant start date. • Completion of the project(s) per the project plan, project scope, timeline, applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee.

Strategy Outcomes	Increases in the number of: • Jurisdictions that have adopted or amended a plan focused on parks and open spaces. • Plans that include commitments to create or enhance physical activity spaces (e.g. playgrounds, weight train/workout stations, courts, fields, game spaces, etc.). • Plans that include performance measures and evaluation activities that could be undertaken on a routine basis to monitor plan outcomes, such as conducting community surveys, tracking parks usage, updating maps with active and completed projects and/or reporting out to decisionmakers and the community. • Plans that include commitments to create or enhance physical activity and active living infrastructure, such as water fountains, public restrooms, benches, tables, shade canopies, etc.
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Planning and Designs Funding Track 2 Physical Activity – Safe Routes to Schools, Grocery Stores and Parks	
Strategy	Plans and designs for pedestrian friendly and safe routes to schools, grocery stores and parks.
Strategy Purpose	To create plans and designs for safe and pedestrian friendly routes to schools, parks and open spaces.
Strategy Scope of Work	Development of plans and designs to increase pedestrian friendly and safe routes to promote physical exercise, including a new design or revision of an existing safe routes plan, master plan or similar plans related to infrastructure improvements: • Walkability and bikeability assessments, • Infrastructure assessments (engineering survey/design/plan, Americans with Disabilities Act compliance survey), • Safe routes designs and plans (sidewalk infrastructure improvements, flashing lights and cross walks, speed bumps, roundabouts, street buffers, etc.), • Parking Designs, • Safety plans for patrons drop off and pick up zones, • Other approaches that directly align with this strategy.
Strategy Outcomes	• A planning and design project that is launch-ready either immediately or within 75 days of the grant start date. • Completion of the project(s) per the project plan, project scope, timeline, applicable codes and standards and within the budget and contract period.

	• A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. Increases in the number of: • Jurisdictions that have adopted or amended a Complete Streets Plan, Safe Routes Plan, Master Plan or policy to improve routes to schools, grocery stores or parks to create safe, convenient access for people walking, biking and using public transportation. • Infrastructure assessments related to safe routes (e.g., walkability, bikeability, pedestrian-friendly improvements to streets – flashing lights and cross walks, speed bumps, roundabouts, street buffers, etc).
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Planning and Designs Track 3 Healthy Students in Schools (Pk-12th grade) – Physical Activity	
Strategy	Plans and designs for future construction to increase access to spaces for physical activity and exercise within school settings (PK-12 th grade).
Strategy Purpose	Create plans and designs for changes in the physical environment of schools that provide greater opportunities for students and employees to engage in daily physical exercise and recreation.
Strategy Scope of Work	Plans and designs for physical activity and exercise spaces in school settings to include: • Playground structures, • Adaptive recreation and exercise equipment, • Exercise and training stations, • Refurbishing existing physical activity indoor and outdoor spaces and fields (e.g., basketball courts, tennis courts, pickle ball courts, soccer fields, softball fields, running track, volleyball courts, etc), • New physical activity spaces and fields, • Walking trails, • Lighting and safety features such as lighting along walking paths, parking lots, gathering spaces and sport fields, • Other school-related projects that directly align with this strategy.

Strategy Outcomes	• A planning and design project that is launch-ready within 75 days of an executed contract with TSET. • Completion of the project(s) per the project plan, project scope, timeline, applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. Increases in the number of: • New physical activity plans and designs for future construction and infrastructure improvements to enhance or refurbish existing physical activity spaces and/or fields. • New physical activity plans and designs for future construction of <u>new</u> physical activity spaces and/or fields for future construction. • New physical activity plans and designs for future construction and infrastructure improvements involving installation of equipment and stations for exercise and training. • New physical activity plans and designs for future construction and infrastructure improvements to lighting and safety features for walking paths, parking lots, gathering spaces and sport fields.
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Construction Implementation of Small to Medium Size Projects

Funding is available for small to medium size construction projects that make changes to the built environment to increase the number of people engaged in exercise and active living located on a single project site, or when two sites are connected, adjacent or contiguous to one another in Oklahoma. The construction implementation project must be supported by data showing the need and community buy-in showing the willingness/interest of the local population to utilize the new construction site. To increase awareness and use of the finished product or structure, the application must provide a strategy for promoting the project's completion, outcomes and availability/intended use by the public. **Project must be shovel-ready and begin work immediately or within 75 days upon receipt of a fully executed cooperative agreement.**

- **Maximum Award:** \$300,000 per year for up to two years
 - Parks, open spaces and safe routes to schools, grocery stores and parks,
 - PreK-12 school-based built environment projects that promote physical activity
- **Total amount allotted for this funding opportunity:** \$5,700,000
- **Matching requirement:** Confirmed match funding is required for projects impacting a population size over 10,000 people. Match is based on the size of the population to be served by the project in accordance with the table below. For more information on

how TSET monitors matching funds, see the Matching Funds Guidance Section of Appendix E: Budget Tips, Tools and Matching Funds Guidance.

Population Size	Matching Requirement
1 – 9,999	None
10,000-29,999	5% of total project costs
30,000 – 49,999	10% of total project costs
50,000+	15% of total project costs

To determine the population size and reach for the proposed project, applicants should use current, verifiable data. Examples of appropriate data sources are listed below.

For a project at a school district (when all schools within the district are located on one property), applicants should utilize Oklahoma State Department of Education **school district** enrollment numbers for the most current school year. For total student enrollment, visit this [website](#).

For a project at an individual school site, applicants should utilize Oklahoma State Department of Education **school site** enrollment numbers for the most current school year. For total student enrollment, visit this [website](#).

For a project located at a higher education institution, (including 4-year colleges/universities, community/junior colleges and technical schools), applicants should obtain the total number of students enrolled at the site where the project is proposed. This information may be obtained from the school's institutional research department that is operated by the higher education institution.

For a project located on property owned by the city, town or county, applicants should utilize current Census data to determine the city's/town's population reach. For total population of a city or town, visit this [website](#).

For a project located at a non-profit worksite, applicants should include the approximate number of clients served by the organization annually.

The construction implementation of small to medium size projects tract funds time-limited, shovel-ready construction projects with an agreed upon budget, project plan and completion schedule. TSET funding is available for up to \$300,000 annually for a period of two years. A project, or segment/phase of a larger project, designated by the applicant for TSET funding must be completed during the term of TSET's funding. Proposed projects with a longer term for completion will not be considered.

Project Scope of Work

The tables below outline three distinct construction funding tracks, each supporting eligible small to medium size construction projects. Please note that a separate grant application is required for each funding track. Applications that combine multiple funding tracks will not be reviewed or considered.

Construction Track 1 Physical Activity – Parks and Open Spaces	
Strategy	Construction of parks, open spaces and greenways for exercise and active living.
Strategy Purpose	Shovel-ready projects for construction and infrastructure improvements to parks, open spaces and greenways for physical activity and recreation by the public.
Strategy Scope of Work	Construction or infrastructure improvements such as: • Implementation of an existing parks or open spaces portion of a city's Master Plan related to infrastructure improvements such as sidewalks, walking and biking trails and lanes, greenways, parking upgrades, permanent bike racks and trees and shrubs. • Pedestrian wayfinding, tobacco-free and shared-use signage. • Recreation and physical activity equipment (weight training stations and accessible playgrounds, adaptive recreation equipment such as accessible swings, etc). • Water fountains, benches, permanent shade gazebos/pavilions, etc. • Refurbishing of existing indoor/outdoor physical activity spaces (e.g., basketball courts, tennis courts, pickle ball courts, gaga ball courts, soccer fields, softball fields, volleyball courts, frisbee golf course, corn hole and horseshoe areas, etc). • Lighting and safety features such as lighting along walking trails, parking lots, gathering spaces and sport fields. • Other approaches that directly align with this strategy.
Strategy Outcomes	• A construction project that is shovel-ready (begin immediately or within 75 days of the grant start date). • Completion of the project(s) per the project plan, project scope, timeline, applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. • Installation of tobacco-free signage, as well as signage that recognizes TSET as a project funder at the project site.

	Depending on the construction project(s) completed, as compared to the previous year, an annual increase in the number of new or enhanced spaces, connected routes and infrastructure that support physical activity: • Indoor and/or outdoor spaces, such as basketball courts, tennis courts, pickle ball courts, gaga ball courts, soccer fields, softball fields, volleyball courts, frisbee golf course, corn hole and horseshoe areas and gathering spaces. • Safe routes, such as sidewalks, trails, paths and bike lanes • Visitor drop off and pick up zones, such as covered bus stops, permanent bike racks and/or parking lots. • Wayfinding and signage, such as pedestrian and bicycle wayfinding, tobacco-free signage and shared-use signage. • Other infrastructure, such as water fountains, benches, permanent shade gazebos/pavilions, lighting, exercise and recreation equipment.
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Construction Track 2 Physical Activity – Safe Routes to Schools, Grocery Stores and Parks	
Strategy	Construction of safe and pedestrian friendly and safe routes to schools, grocery stores and parks.
Strategy Purpose	Shovel-ready construction projects that create pedestrian friendly and safe routes to schools, grocery stores and parks.
Strategy Scope of Work	Construction or infrastructure improvements to increase safe and pedestrian friendly routes to promote physical exercise, such as implementation of a portion(s) of an existing Safe Routes Plan, Master Plan, streetscape design or similar plans related to shovel-ready infrastructure improvements: • Sidewalk infrastructure improvements, • Traffic calming measures such as curb extensions, speed radar signs, raised intersections, speed bumps and/or raised crosswalks, • Crosswalk and intersection improvements such as high visibility crosswalks, intersections and pedestrian activated flashing lights, • Changes to patron drop off and pick up zones to enhance safety, • Enhance access to transit and multi-modal connections through covered bus stops and permanent bike racks, • Pedestrian wayfinding, • Road safety buffers, • Other projects that directly align with this strategy.
	• A construction project that is shovel-ready (begin immediately or within 75 days of the grant start date). • Completion of the project(s) per the project plan, project scope timeline,

Strategy Outcomes	applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) is developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. • Installation of tobacco-free signage, as well as signage that recognizes TSET as a project funder at the project site. Depending on the construction project(s) completed, as compared to the previous year, an annual increase in the number of new or enhanced infrastructure that improves connectivity between school sites, parks and neighborhoods and improves safety for people walking and biking: • Traffic calming measures, such as curb extensions, curb buffers, speed radar signs, raised intersections, speed bumps, raised crosswalks, high visibility crosswalks, intersections and pedestrian activated flashing lights. • Patron drop off and pick up zones, such as covered bus stops and permanent bike racks. • Safe routes, such as sidewalks, trails, paths and bike lanes. • Wayfinding signage inclusive of one or more of the following: directions, routes, distances, number of steps, calories burned and location of spaces for physical activity. • Annual decrease in the number of vehicle collisions and pedestrian/bicycling injuries and fatalities.
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Construction Track 3 Healthy Students in Schools (PK- 12th grade) – Physical Activity	
Strategy	Increase access to spaces for physical activity and exercise within school settings (PK-12 th grade) through shovel-ready construction and infrastructure improvements.
Strategy Purpose	Make changes in the physical environment of schools to offer greater opportunities for students and employees to engage in daily physical exercise and recreation.
Strategy Scope of Work	Construction or infrastructure improvements in school settings such as: • Playground structures, • Adaptive recreation and exercise equipment, • Exercise and training stations, • Refurbishing existing physical activity indoor or outdoor spaces and fields (e.g., basketball courts, tennis courts, pickle ball courts, soccer fields, softball fields, running track, volleyball courts, etc.),

	• New physical activity spaces and fields, • Walking trails, • Lighting and safety features such as lighting along walking paths, parking lots, gathering spaces and sport fields, • Other school-related projects that directly align with this strategy.
Strategy Outcomes	• A construction project that is shovel-ready (begin immediately or within 75 days of the grant start date). • Completion of the project(s) per the project plan, timeline, applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented, and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. • Installation of tobacco-free signage, as well as signage that recognizes TSET as a project funder at the project site. As compared to the previous year, annual increases in the number of: • Students and school employees that participate in using the improvement(s). • Physical activity policies implemented because of the construction project's completion. The exact % or # can be determined after collecting baseline data. Depending on the construction project(s) completed, as compared to the previous year, an increase in the number of: • Playground structures, • Adaptive recreation and exercise equipment, • Exercise and training stations, • Refurbishing existing physical activity spaces and fields (e.g., basketball courts, tennis courts, pickle ball courts, soccer fields, softball fields, running track, volleyball courts, etc.), • New physical activity spaces and fields, • Walking trails, • Lighting and safety features such as lighting along walking paths, parking lots, gathering spaces and sport fields.

Grant Performance

Grant performance is reviewed by TSET on an annual basis. Only construction projects are renewable for a second year based on performance, availability of funds and approval by the TSET Board of Directors.

Performance measures include, but are not limited to:

- Timely and accurate submission of required documentation.
- Effective project oversight and management, including the ability to hire staff and/or subcontractors in a timely manner (if applicable).
- Continued progress in accordance with the project plan.
- Timely communication with TSET staff and evaluators.
- Fulfillment of other funding committed to the program (when applicable).

Examples of unsatisfactory performance include continued difficulty maintaining appropriate contract management and project oversight, a lack of progress toward completion of project milestones/major activities, a loss of non-TSET funding (if applicable) or other major factors detrimental to the success of the project. Unsatisfactory performance may result in termination of TSET funding at any time.

Funding Information

Applications seeking TSET funding for more than the allowable amount will be deemed ineligible for review. Each planning and design or construction application may include one or more projects when all projects are located on a single project site, or when two sites are connected, adjacent or contiguous to one another. Applications with projects that span across separate, detached sites, such as developing designs or infrastructure improvements for two unconnected, distinct community parks, will not be considered for review.

Confirmed matching funds are required for construction projects that will impact 10,000 people or more. Matching funds will be considered only if they have been confirmed prior to or at the time of application submission. Allowable match includes cash, other non-TSET grants and in-kind support that is directly related and applied to the project.

When matching funds are used to support a project, grantees must be at the appropriate confirmed match level for their project based on the claim for reimbursement numbers submitted monthly to TSET. Eligible match refers to matching funds spent only during the contracted year. Cash matches refer to a direct project expense for the grantee or partner organization, whereas in-kind match refers to materials or services, space, labor, equipment, etc., provided by the grantee organization or donated by a partner organization specifically for the TSET funded portion of the project. Only match that is directly related and applied to the project is allowable. **In no instance may TSET funds be used to match other TSET**

funds. If match is used from another source, it is highly recommended to confirm in writing the funder allows the money to be used as matching funds.

TSET is a constitutionally created state agency and must comply with all state laws. Oklahoma law prohibits payment for goods and services in advance, according to the Oklahoma Central Purchasing Act, 74 OS Section 85.1. Therefore, all awards are paid on a reimbursement basis; awarded organizations must be able to expend funds up front before TSET will reimburse for any charges.

All TSET awarded organizations (referenced as grantees) are expected to appropriately use at least 95% of their awarded funds during the grant year. Construction implementation grantees who are not able to utilize at least 95% of their budget may need to consider the possibility of a budget reduction during the funding period.

Funding Limitations

All funds must be awarded and used consistent with Oklahoma law. In addition, funds cannot be used to influence elections or an official's duties.

Overhead, administrative or indirect costs may be allowable on a funded project, but those costs must be justified and may not exceed 15% of the total award amount.

Specific unallowable budget items include:

- Pre-award costs,
- Endowments,
- Hiring of lobbyists,
- Operating deficits or retirement of debt,
- Vehicles,
- Items for which third-party reimbursement is available,
- Entertainment costs for amusement or diversion,
- Individual professional and personal memberships,
- Staff time for fundraising efforts,
- Cash/prize donations for fundraisers or events,
- Land/property.

This list is not exhaustive. Although all budgets will undergo review prior to issuance of a cooperative agreement, applicants with questions about potential budget items are encouraged to submit their questions to TSET according to the process detailed in these guidelines prior to submitting an application. TSET reserves the right to deny funding for any budget items that are unallowable, inappropriate or unrelated to the project.

Project Budget Planning

TSET seeks to fund projects that are ready to begin work either immediately or within 75 days of the grant start date.

Successful applications will demonstrate thorough research, planning and a full understanding of costs associated with proposed projects submitted to TSET. Detailed and realistic bids and/or cost estimates should be solicited within three months prior to submitting the application so project costs at the time of estimate are understood and reflected in the proposed budget. Applicants are encouraged to consider and document all potential costs. Items to consider could include:

- Construction costs, including the actual construction of the project, materials, labor and subcontractor fees.
- Design and architectural fees, such as landscape architect, architect, consultant and engineer fees.
- Fees for design work, including conceptual sketches, renderings, preliminary layouts and design iterations.
- Costs for producing and printing planning documents, reports and/or presentations.
- Fees related to preparing bid documents, evaluating contractor proposals and administering contracts.
- Permit fees.
- Site preparation work, such as clearing, grading, dirt work, tree removal and other general preparation of the site for construction.
- Construction inspection fees.
- Costs associated with management of the planning or construction process to include project management, quality control and administrative tasks.
- Costs for organizing and conducting public meetings, surveys and/or focus groups to gather community input.
- Signage costs such as the purchase and installation of tobacco-free property signage and TSET funding acknowledgement signage.

TSET understands that bids may expire and prices may change between application preparation and application submission, but applicants should make every effort to determine the full anticipated cost of the project prior to submission. Applicants must submit recent bids and/or cost estimates (within the last three months) to demonstrate that project costs have been thoroughly reviewed and validated. For successful applicants approved by the TSET Board of Directors, TSET may request that updates to cost estimates be submitted with an application prior to issuance of a cooperative agreement. To further address potential changes in cost between submission and award, TSET offers the flexibility to increase budgets up to 20% of the total original award, provided the maximum annual amount allowable under the RFA has not been met or exceeded. Approval of budget increases is not guaranteed. Requests for increases more than 20% of the total award amount may be considered but will require extensive justification and approval by the TSET

Board of Directors. In no instance may a budget increase exceed the allowable maximum set forth in the RFA.

Application Disqualification Criteria

Disqualification means that TSET will not review or consider the application further. TSET will disqualify applications for:

- Not submitting electronically via TSET Funding Portal.
- Not submitting by the due date and time indicated in this funding opportunity.
- Not meeting eligibility requirements.
- Not meeting matching funds requirement, when applicable.
- Not completing or submitting required forms in the funding opportunity package.
- Exceeding character count limits.
- Lack of alignment with the funding tracks listed within the RFA.
- Requesting total funding from TSET greater than \$150,000 for planning and design projects.
- Requesting total funding from TSET greater than \$300,000 per year for construction implementation of small to medium size projects.
- Not submitting a budget for each year of proposed funding.
- Projects that span across separate, detached sites, such as developing designs or infrastructure improvements for two unconnected, distinct community parks.
- A project being located on property that is **not already** owned by the applicant organization at the time of submitting the grant application.
- A project area located on private property that is not accessible by the public during reasonable usage hours.
- A project that is not launch/shovel-ready.
- A construction project where planning and design has not yet been finalized.
- Lacking program alignment with TSET's mission and [strategic plan](#) (see Purpose section).
- Not submitting a signed and dated tobacco-free policy.
- Not submitting a signed and dated wellness policy.
- Not submitting a tobacco-free policy that covers all required policy requirements.

Application Sections, Instructions and Required Documentation

These instructions describe the sections of the application and are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of the project. Applicants shall follow the detailed instructions fully and carefully.

The applicant must specifically address and respond to each item. Unless specified as optional, **each item listed below is required**. Applications submitted without all required sections will be deemed unresponsive and not eligible for review.

Each section A through L below must be addressed in the application. If not applicable, do not skip the section. Instead, indicate N/A before proceeding to the next section.

A. Application Information

This section captures information related to the funding request including:

- Verification of a small to medium sized project
- Project title
- In 1-2 sentences, describe the project
- Service area
- Population size (please refer to the Funding Guidelines section of the RFA for guidance)
- Amount of funding requested for Year 1 (must be under \$150,000 for Planning projects and under \$300,000 for Construction projects)
- Amount of funding requested for Year 2 Construction projects only. (Must be under \$300,000).
- Confirmed match funding sources and amounts for Year 1 (Not required for Planning projects)
- Confirmed match funding sources and amounts for Year 2 (pertains to Construction projects only)
- First and last name of authorized official
- Authorized official's job title
- Authorized official's e-mail address
- First and last name of project manager responsible for day-to-day project management
- Job title of project manager responsible for day-to-day project management
- Project manager's e-mail address

B. Objections to Terms and Conditions (not counted toward character limit)

Please read Appendix A: Terms and Conditions. Any objections to the Terms and Conditions should be listed in Section B. If there are no objections, please respond N/A.

C. Applicant Organization's Background and Qualifications (4,500 characters)

1. Briefly describe who you serve and how long your organization has been in operation.
2. Describe your organization's experience executing built environment planning and/or construction projects for the population served by the organization. In your response, consider including:
 - 2a. How the project(s) was/were managed,
 - 2b. Total project cost(s),
 - 2c. Duration of the project bidding process, if applicable,
 - 2d. Project length and timeline(s),
 - 2e. Methods used to gather and incorporate community feedback on the proposed project,

- 2f. What resources your organization already has in place (such as staff, leadership support, financial) to undertake and complete a built environment project similar to the one being proposed.
3. What project management methods or tools does your organization use to assist with project oversight to ensure the project remains on schedule, within budget, mitigates risks and maintains clear communication across all stakeholders?

D. Statement of Need and Public Support (4,500 characters, not including attachments).

1. State the specific need(s) the proposed project aims to address. Provide a clear explanation supported by both quantitative and qualitative data. Consider including:
 - 1a. Any assessments conducted within the past three years. Refer to the [Data-driven Needs and Community Buy-In](#) section of the RFA for examples.
 - 1b. Data within the last three years to illustrate the needs of the population being served and cite data sources.
 - 1c. Community input or lived experiences that highlight the issue(s) that were collected within the last three years.
 - 1d. How the public will benefit from the proposed project over the next 5-10 years.
 - 1e. How community input was integrated into the overall planning and/or design of the proposed project.
2. Upload documentation of public support, such as results from community surveys, community listening sessions, photos indicating project support, letters of support from community members that live close to the proposed project location or a feasibility study. The documentation will not count toward the character limit.
3. How will you engage the community on an **ongoing** basis during the project period to ensure public support and feedback is integrated continuously?

E. Proposed Project (27,000 characters, not including attachments)
Project Overview

1. Describe the small to medium size planning, design or construction implementation project to be funded by TSET. In your response, please include:
 - 1a. A high-level description of the project,
 - 1b. Primary goals of the project,
 - 1c. Attach a map of where the proposed project will be located,
 - 1d. Attach photos of the proposed project location **with captions**,
 - 1e. For construction projects (required), attach all completed planning, renderings and/or design documents.
2. Have any potential risks been identified in preparation for this project? If so, describe them and explain your plan to mitigate these risks. Consider factors such as:
 - Environmental or site-related challenges,
 - Regulatory or permitting delays,
 - Budget constraints or funding gaps,

- Community or stakeholder concerns,
 - Supply chain disruptions or contractor availability issues,
 - Legal or land ownership complications,
 - Timeline or scheduling conflicts,
 - Unexpected long-term maintenance or infrastructure issues.
3. What steps has your organization already taken to ensure this project is launch/shovel-ready and can begin either immediately or within 75 days of the grant start date? Consider including information for the following:
- Required permits or approvals obtained (or in progress),
 - For construction projects, completed engineering, design or environmental assessments,
 - Any preliminary work (e.g., site prep, demolition, utility planning) already completed.

Public Accessibility

4. Will there be any fees for using the project site once it is completed?
- 4a. If there are plans for any portion of the proposed project site to charge a fee for public use (such as rentals of pavilions, tennis courts, admission fees, etc.), explain a plan to provide free access to the public or offer services based on a sliding fee scale, scholarship and/or reduced rate. If no fees will be charged, mark as N/A.
5. What days/hours of the week will the general public have access to the site?
6. If applicable, please upload a copy of the shared/open/facilities use agreement for the proposed site. See Appendix G: Shared Use Policies and Agreements Examples.

Project Logistics

7. Describe how the project will be overseen by your agency, managed day to day and how your organization will ensure timely updates are communicated to TSET.
8. Describe the team that will manage the project. Be sure to name the applicant agency's project manager, authorized official and financial officer at a minimum. Additionally, please include any contractors that will be hired to execute the proposed project. Upload Attachment G: TSET Grant and Contractor Staffing Table, to complete this question. Focus on those individuals and contractors who will have a critical role in the project.
9. If you plan to hire contractors for the TSET funded portion of the project, list all contractors that you plan to use and what services they will provide. Note: Bids/estimates from each contractor should be uploaded in the 'Budget Supporting Documentation' section of the application.
10. Describe your organization's procurement process and identify any modifications that will be necessary to be able to start work on this project.
11. How will you ensure that the project stays on schedule and within scope and budget?
12. Describe how you will acknowledge TSET's funding and support of the project over

the course of the grant cycle. Examples of acknowledgement may include project communication, signage, publications, social media posts, resources, etc.

Project Partners

13. Describe the funding partners or other key partners that will provide support for the project and will play a crucial role in the completion of the project.
14. **Upload Signed and Dated Letter(s) of Confirmed Match Commitment from Partners or Organizations that are confirmed to be contributing a match towards the proposed project.** Be sure that each letter includes the partner's role in the project, funding or in-kind confirmed match amount and any restrictions to their funding. Note: This information is required for all organizations (including the applicant agency) contributing a match towards the proposed project. If no match is being provided, no upload is necessary.

Note: Confirmed match funding and Letter(s) of Confirmed Match Commitment are required for construction projects impacting a population size over 10,000 people.

F. Project Plan (no character limit)

1. Complete and attach a detailed project plan for each year of requested funding (see Attachment E: Project Plan Instructions and Template for instructions) to identify all major project tasks, an anticipated timeline from startup to completion as well as the responsible parties/stakeholders.

Note: Please provide as much detail as possible, as this document will be used to track the project's progress throughout the grant cycle if funded.

G. Evaluation and Expected Outcomes (6,000 characters, not including attachments)

1. What processes does your organization use to assess, measure and document a project's success and key performance indicators?
2. Upload Attachment B: Built Environment Project Key Performance Indicators (KPI) Tool to indicate what specific and measurable metrics will be utilized to manage and evaluate the success of the proposed project.
3. If your project is funded, how do you plan to communicate your progress and outcomes to the public, stakeholders and/or your community? Please describe any anticipated methods, platforms or partnerships you may use to share key milestones and success stories.
4. It is a requirement that you work with a TSET assigned external evaluator in the implementation of an evaluation plan, post-project or follow-up evaluation design of the project's public use. Are you willing to work with a TSET assigned external evaluator if asked to do so?

H. Sustainability/Maintenance Plan (4,500 characters)

TSET defines sustainability as the ability of a project to thrive independently without TSET funding and characterized by continued community support, financial growth,

sound infrastructure and effective strategies for the management of the project. TSET's funding is short-term and time-limited, but the intent is for the project or portions of the project to continue at the end of the TSET funding agreement.

1. Provide examples of how your organization's past built environment projects have had lasting effects on the community for five years or more after project completion.
2. How will your organization sustain and maintain the project after TSET funding ends? Consider including details on:
 - Funding sources or revenue that will support ongoing maintenance and operations,
 - Staffing or organizational commitments to project upkeep,
 - Partnerships or agreements for long-term maintenance,
 - Estimated costs for general maintenance, utilities, etc,
 - Community engagement strategies to ensure continued use and support.

I. Proposed Budget

1. List specific, known costs for the project in the budget justification, providing documentation that supports costs to the greatest extent possible.

Complete and attach Attachment F: Two-Year Budget Template to list specific, known costs for the project for each year of requested funding. Completed information should include a Summary Budget, a detailed Budget Justification for TSET Funding, and a detailed Budget Justification for confirmed Match funding (if matching funds will be utilized) for each year of funding being requested. Include matching funds that are confirmed at the time of application.

2. The budget section of the application in TSET Funding Portal contains a template for the budget summary, or budget category totals, for each grant period. Applicants must complete a budget summary in TSET Funding Portal for each year of funding being requested. This information should align and match what is listed on the Summary Budget worksheets in Attachment F: Two-Year Budget Template.

See Appendix E: Budget Tips & Tools and Matching Funds Guidance for more information on how to address each budget category.

J. Budget Supporting Documentation

1. If TSET is not the only project funder, outline the major cost items that will be covered by the TSET grant if the project is approved for funding. Remember to account for labor, site preparation, fees, permits, project management fees, signage, etc. in the cost. The totals for each of these items must agree with their totals listed in the budget. If this is not applicable to the project, type N/A.
2. Please upload all recent bids and/or quotes within the last three months that detail the proposed costs to be covered by TSET, should the project be approved for funding. Information should include bids and/or quotes for materials, supplies and contracted labor costs.

K. Proposal Appendices (if applicable, no character limit)

To effectively communicate the need and vision of the project, applicants should use verifiable data and visual aids. It is strongly encouraged to include current data, images, graphs and charts in your application, as needed.

Appendices should be used to provide supplemental, illustrative information that cannot be easily captured within the narrative sections of the application. Up to a total of ten (10) pages may be added as appendices material. Materials after page ten (10) will not be reviewed.

L. Required Attachments

The following attachments are required for each application. These documents must be reviewed and approved by TSET before a grant application can move forward to a full application review. Documents are reviewed to determine if the grant application meets the basic eligibility criteria and is complete. These documents include:

- ☐ **TSET Worker's Compensation Insurance Coverage Certification (Attachment A)**
- ☐ **Copy of Workers Compensation Insurance Coverage Policy** or statement of exemption.
- ☐ **Organizational Responsibilities and Assurances Checklist (Attachment C)**, signed by an authorized official of the applicant organization. An authorized official is someone who is allowed to sign contractual agreements on behalf of the organization.
- ☐ **Signed Certification of Non-Acceptance of Tobacco Funds (Attachment D)** is required upon registering and accessing applications in TSET Funding Portal.
- ☐ **Organization's signed and dated Tobacco-Free Policy**, which meets the minimum requirements set forth in Appendix B: Tobacco-Free Policy Template. See Appendix C: Sample Tobacco-Free Policies and Checklists for optional additions to the minimum policy requirement.
- ☐ **Organization's signed and dated Workplace Wellness Policy**. See Appendix D: Sample Workplace Wellness Policy and Instructions for sample policies.

Application Submission

Applications will be accepted via the TSET Funding Portal beginning on September 23, 2025, and must be submitted before 4:00 PM Central Time on November 18, 2025. Applicants can find instructions on registering and applying through the TSET Funding Portal on the TSET website. Applications submitted by mail, hand delivery, fax, email or other means will not be accepted.

No additional information may be submitted after the deadline. However, if, after submission but before the deadline, an applicant realizes a mistake in or omission from their application, changes can be made through the TSET Funding Portal account.

Applicants are strongly encouraged not to wait until the deadline to submit, as technical assistance cannot be guaranteed at the last minute.

Application Review Process

Review Process

Applicants must submit complete applications by the deadline; *late submissions will not be accepted under any circumstances*. Applicants are strongly encouraged to submit all materials in advance of the deadline, as technical assistance may not be available prior to the application close time.

Each application submitted for funding consideration will be reviewed internally by TSET for adherence to the basic requirements listed in these guidelines. Applications needing only administrative document updates or replacements may be eligible for a correction opportunity. Administrative documents are organizational eligibility requirements unrelated to project substance (i.e., narrative, design, scope, implementation, budget, or timeline), including:

- Workers' Compensation Certification and/or policy or statement of exemption
- Certification of Non-Acceptance of Tobacco Funds
- Organizational Assurances Checklist
- Completed organizational policies that meet all minimum requirements submitted without signature(s) and/or date(s)

Applicants will be notified to submit all needed materials and documents and a deadline. *No extensions will be granted*. Failure to do so will result in the application being deemed incomplete and ineligible for further consideration or evaluation.

Applicant organizations who have not met the eligibility or application requirements will not be eligible for funding consideration. It is the applicant's responsibility to ensure adherence to all eligibility and application requirements. **Applications submitted without a document indicated in these guidelines as required will be ineligible for funding consideration.** Applications that are ineligible for review shall be notified after the TSET Board of Directors meets to make funding decisions.

Eligible applications will then be reviewed to determine how well the application meets the established criteria included in this guide and supports the TSET mission. Applications will also be reviewed by external reviewers.

TSET staff will present the entire roster of eligible applications for the funding category and will make funding recommendations to the TSET Board of Directors. Award decisions shall be made at the sole discretion of the board.

Review Criteria

Applications that meet the requirements listed in this guide shall undergo further review in accordance with the criteria below. Applications will be scored on the following areas: applicant organization's background and qualifications, statement of need and public support, proposed project and project plan, evaluation and expected outcomes, sustainability and maintenance plan and proposed budget.

If multiple applications score similarly and exceed the amount of funds available to award, TSET may consider population need and project impact when making final awards.

Upon completion of all reviews, each funding category—Planning and Design and Construction Implementation—will be presented to the TSET Board of Directors separately.

Below are the criteria each reviewer will consider as they review applications. Applicants are advised to carefully read through the criterion below and ensure that their application provides clear answers and explanations to aid in the reviewers' understanding of the project and its need.

Criterion	Maximum Points Possible
<u>Section C: Organization's Background and Qualifications</u> (4,500 character limit) Questions 1, 2a-e: The applicant identifies who they serve and how long the organization has existed. The applicant organization has a track record of successfully managing and completing built environment planning and/or construction projects of equal or greater scale than the proposed project, incorporating feedback from those who will directly benefit from the project. Question 2f: The applicant organization has the necessary resources readily available to manage the proposed project. This includes human resources with the proper expertise and leadership support. Question 3: The project management methods or tools used by the organization are well-suited for the proposed project, providing effective oversight to ensure it remains on schedule, within budget, mitigates risks and maintains clear communication across all stakeholders.	9
<u>Section D: Statement of Need and Public Support</u> (4,500 character limit, not including attachments) Question 1a-c: The applicant clearly outlined and justified the specific need(s) the project addresses, backed by recent data (within the last 3 years) and community input or lived experiences.	15

Question 1d: The applicant was able to demonstrate how the proposed project will create measurable public benefits over the next 5–10 years. Questions 1e and 2: The applicant worked closely with community members and partners to identify the project's need and plan, and the project reflects their input and priorities. Question 2: The project has strong support from the community it is designed to benefit, as demonstrated by meaningful engagement efforts, letters of support, etc., and clear alignment with community-identified needs and priorities. Question 3: Applicant proposed a practical and sustainable plan for ongoing community engagement, ensuring continuous feedback throughout the project's lifecycle.	
<u>Section E: Proposed Project Overview</u> (27,000 character limit, not including attachments) Project Overview Overall Section Question: The project aligns with one of the strategy funding tracks outlined in the funding opportunity and is positioned to improve the health of Oklahomans. Question 1: The applicant provided a clear and comprehensive description of the proposed project, outlining both the high-level overview and primary goals. All required attachments are included, such as a map of the project location, site photos and, for construction projects, completed planning documents and/or design renderings. The information is thorough and leaves no uncertainties regarding the general scope of the project. Question 2: The applicant identified potential risks associated with the proposed project and included a practical plan to mitigate each identified risk. Question 3: The applicant clearly outlined the steps already taken to ensure the project is launch or shovel-ready either immediately or within 75 days of the grant start date. The response reflects a strong level of preparedness and minimizes the potential of implementation delays. For construction projects, the completion of planning and design work is clearly demonstrated. Public Accessibility: Questions 4-6: The applicant clearly states hours and fees (if applicable) associated with use of the proposed project which includes a thoughtful plan to ensure access for everyone (i.e., free use periods, low-cost sliding fee scales, scholarships or reduced rates). The response is supported by a shared, open use or joint use agreement if applicable. Project Logistics:	39

Question 7: The applicant provided a clear description of how the project will be managed on a day-to-day basis, including roles, responsibilities and oversight processes. A lead agency project manager has been identified to oversee the project and a plan is in place to provide timely project updates to TSET.

Question 8: The applicant provided a realistic plan to hire staff and contractors. The staffing table includes the required minimum applicant agency staff to include an authorized official, financial officer and a project manager. The plan includes a timeline for hiring key personnel and contractors. The proposed hiring timeline aligns with the grant requirement to begin project construction or implementation either immediately or within 75 days of the grant start date.

Question 9: If any contractors are proposed for the TSET-funded portion of the project, the applicant identified all contractors planned for the TSET-funded portion of the project and outlined the services each will provided. The response is supported by bids and/or cost estimates uploaded in the 'Budget Supporting Documentation' section, demonstrating thorough vetting of the project.

Question 10: The applicant provided a solid description of their organization's procurement process, including any necessary modifications that may be needed to be able to begin project implementation or construction within 75 days of the grant start date.

Question 11: The applicant provided a realistic plan to ensure the project stays on schedule, within scope and within budget. Response demonstrates a proactive approach to project management.

Question 12: The applicant has outlined a clear plan to acknowledge TSET's funding and support throughout the duration of the grant cycle, aiming to enhance both the visibility of the project and TSET's contribution.

Project Partners:

Question 13: The applicant identified key funding and project partners, clearly outlining their roles and contributions towards the successful completion of the project. The response reflects strong collaboration and demonstrates how these partners will actively support project implementation.

Question 14: Project includes signed Letter(s) of Match Commitment for each reported match dollar that has already been confirmed at the time of the application. If no match is being provided, this question will not be scored. Note: Confirmed match funding is required for construction projects impacting a population size over 10,000 people.

<u>Section F: Project Plan (no character limit)</u> 1. Project plan is fully detailed, with clear and realistic project milestones, anticipated start dates and deadlines. 2. Project milestones align with the proposed scope of work, are feasible and achievable within the time frame of the grant. 3. Project plan clearly assigns responsibilities/tasks for every project milestone, ensuring accountability. 4. Project plan includes major work that needs to be accomplished for each year of requested funding. Project plan indicates that implementation of the project will begin either immediately or within 75 days of the grant start date.	15
<u>Section G: Evaluation and Expected Outcomes</u> (6,000 character limit, not including attachments) Question 1: The applicant has an existing system for assessing, measuring and documenting project successes and key performance indicators for projects like the one being proposed. Question 2: Key performance indicators listed are aligned with measuring the success of the proposed outcomes with appropriate data collection tools/sources identified. Question 3: Applicant has a clear plan to regularly update stakeholders and the community on the proposed project's progress and outcomes, ensuring transparency, accountability and continued support throughout the project. Question 4: Applicant agrees to work with a TSET assigned external evaluator on the implementation of a project evaluation plan.	12
<u>Section H: Sustainability/Maintenance Plan</u> (4,500 character limit) Question 1: The applicant has a track record of sustaining, maintaining and/or expanding built environment planning and/or construction projects 5 or more years after a project has been completed. Question 2: The applicant presented a strong and realistic strategy for securing additional funding and/or resources after the grant period, so that the project can keep going and be successfully maintained over time.	6
<u>Sections I and J: Proposed Budget and Budget Supporting Documentation</u> 1. Budget provides a clear breakdown of costs associated with the proposed project scope. 2. Budget line items include clear explanations to support the proposed expenses. 3. Applicant has fully vetted their project's budget, providing bids/quotes from vendors from the past three months.	9
Base Points for All Applications	105
<u>Preference Criteria for all Applications</u>	5

Note: All preference criteria below must be met to receive the full 5 points. If one of more preference criteria listed below are not met, no additional points will be awarded. 1. Applicant includes an effective plan for active community buy-in for the duration of the project. 2. Project incorporates the results of a local needs assessment completed within the past three years involving public input.	
<u>Preference Criteria for Applications Related to Planning and Design</u> Note: All preference criteria below must be met to receive the full 5 points. If one of more preference criteria listed below are not met, no additional points will be awarded. 1. Confirmed matching funds will be used to help support the proposed project. 2. Each confirmed match funding contributor is clearly identified and how each funder will directly support the proposed project. 3. Project includes signed Letter(s) of Match Commitment for each reported match dollar that has already been confirmed at the time of the application. 4. Matching funds are clearly identified and appropriately integrated into the budget.	5
Maximum Points Possible for Construction	
Maximum Points Possible for Planning & Design	

Awards

All awards are made at the sole discretion of the TSET Board of Directors and are subject to the availability of funds. Typically, award decisions are made during a [regular meeting of the TSET Board of Directors](#), which are open to the public. All applicants will receive an email notification of the TSET Board of Directors' funding decisions within two business days of the meeting. Awarded applicants will then work with TSET to develop a cooperative agreement. The agreement must be fully executed by both parties prior to the performance of any work under the grant.

Post-Award Processes

Discussions and Negotiations

TSET will review each application based on the documents submitted but may engage the awardee in negotiations of the project plan and/or budget prior to issuing a cooperative agreement. Negotiations may be conducted in writing, by phone or by virtual meeting. Terms, conditions, budgets, methodology or other features of the applicant's application may be subject to negotiation and subsequent revision. The mandatory requirements of the RFA shall not be negotiable and shall remain unchanged unless TSET determines that a change in such requirements is in the best interest of the State of Oklahoma. At TSET's sole

discretion, TSET may terminate negotiations and cancel any award if the parties are unable to finalize a cooperative agreement within 60 days of the grant start date.

Cooperative Agreement and Terms and Conditions

Upon award, a cooperative agreement will be developed between TSET and the awardee (now referenced to as grantee). This guide, all documents included in the grantee's application, any negotiated revisions to the application and an agreed upon set of terms and conditions shall comprise the cooperative agreement. It is the sole responsibility of the grantee to review the agreement's terms and conditions prior to signing the agreement. The terms and conditions appear at the end of this guide under Appendix A: Terms and Conditions.

Vendor Registration

The grantee must complete the State of Oklahoma's vendor registration process upon notification of award. TSET will inform the grantee of the requirements of that process upon notification of award.

Electronic Funds Transfer Registration

The State of Oklahoma requires that vendors receive payments via electronic funds transfer (EFT). The Office of Management and Enterprise Services (*OMES*) will instruct the grantee on the appropriate steps to take to ensure registration for EFT payments.

Payments

Payments are made on a cost reimbursement basis. Items are billed to TSET based on the actual cost for the good or service and only after the grantee has received and paid for the good or service.

Claims for reimbursement must be submitted to TSET monthly via TSET Funding Portal. Monthly claims are due by the 30th day of the following month during which costs were incurred. Failure to submit monthly claims for reimbursement within 30 days of the end of the month may result in a reduction of funding or termination of the grant agreement.

Reporting

At a minimum, grantees will submit a monthly report to include project, financial and evaluation information to TSET. A complete report will include an updated project plan, key performance indicators and a written progress report, all using TSET's monthly reporting templates. When completing the report, grantees should be prepared to discuss project milestones that were completed within the reporting period in the written monthly report. Additional information may be required and will be requested on a case-by-case basis. Grantees may be required to submit any and all program and evaluation reports provided to or from other funding sources.

Required Activities to Support TSET State Goals

Throughout the funding period, the grantee will be expected to actively engage with local public officials to promote the TSET mission. During the project, the grantee may be asked to support other TSET initiatives and programs that align with strategic goals for improving health. Additional guidance on how to support and collaborate will be provided at the appropriate time to ensure consistent implementation.

Project Evaluation

Grantees must participate in all mandatory evaluation activities, including the submission of required reports and other types of relevant information requested by TSET or TSET-funded contractors and must work collaboratively with the assigned external evaluator in meeting the evaluation plan requirements. Evaluators may require the grantee to provide access to program records as well as facilitate access to other information as requested to calculate costs and benefits. Evaluation of the project will be conducted annually.

Publicity

During the funding period, TSET will periodically work with the grantee to issue press releases, op-eds, social media posts and other communications regarding the TSET-funded project. Should the grantee wish to publicize its own work, the grantee shall not publish any comments or quotes from TSET employees or include TSET in either news releases or a published list of customers without the prior written approval of TSET. Any promotional or media materials created for the program or services provided herein, including but not limited to, award submissions, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the grantee, shall identify TSET as the sponsor and shall not be released prior to receiving written approval by TSET.

Signage

TSET requires that projects funded under this opportunity publicly acknowledge the agency upon completion. This acknowledgement includes placing permanent signage recognizing TSET's funding commitment. TSET's Strategic Communication division will advise grantees on signage and acknowledgement requirements during the grant term. Grantees may budget TSET funds for purchase and placement of signage for their completed project. TSET can assist with signage purchases through the Strategic Communication category of the budget, or grantees may purchase their own signage through the other budget category. Grantees are advised that if they purchase their own signage, they must still work with TSET staff to ensure the correct attribution to and logo usage for the agency.

In addition to signage acknowledging TSET's funding, grantees must also ensure that tobacco-free signage is placed near the area(s) enhanced by TSET funding. Breathe Easy or other tobacco-free signs may be purchased with TSET funds if the grantee does not

already have them. Grantees can work with their Communication Strategist to procure these signs during the grant period.

Release of Information

Pursuant to *Title 62 O.S. § 2309(D)(4)*, any application submitted under this funding opportunity shall be confidential until the date and time of award, at which point related documents and information shall be subject to the Oklahoma Open Records Act (*Title 51 O.S. § 24A.1 et seq.*) and Oklahoma Open Meeting Act (*Title 25 O.S. § 301 et seq.*).

Questions

Questions about this funding opportunity must be submitted in writing via the TSET website under the [TSET Built Environment Grants](#) section. Answers will be posted on the same TSET webpage on October 15, 2025, and November 5, 2025. Questions received after 4:00 PM on October 24, 2025, may not receive a response. When posing questions, every effort should be made to be concise and include the page number and section references, when possible. It is the applicant's responsibility to check the TSET website for answers to submitted questions.

TSET cannot respond to questions about if an organization's specific project is eligible for a TSET grant. Potential applicants should read the open TSET RFA to determine if the organization's project aligns with the TSET mission and the specific RFA's scope of work. Assistance requests associated with any documents in this guide may be submitted to grantsmanagement@tset.ok.gov. Assistance requests associated with TSET Funding Portal, such as registering or locating the application, should be submitted to the [TSET Funding Portal Technical Assistance Webform](#).

Appendices and Attachments

Appendices and attachment forms provided in this RFA are listed below and can be accessed by clicking on the name of the document or by clicking the paperclip icon on the side navigation pane in Adobe. If you cannot see a paperclip icon in Adobe, please ensure that you have fully downloaded this guide and have opened it from your desktop rather than from within your internet browser.

Appendices

Appendix A: Terms and Conditions

Appendix B: Tobacco-Free Policy Template

Appendix C: Sample Tobacco-Free Policies and Checklists

Appendix D: Sample Workplace Wellness Policy and Instructions

Appendix E: Budget Tips, Tools and Matching Funds Guidance

Appendix F: Built Environment Assessment Guidance Document

Appendix G: Shared Use Policies and Agreements Examples

Attachments

Attachment A: TSET Workers Compensation Insurance Coverage Certification

Attachment B: Built Environment Project Key Performance Indicators Tool

Attachment C: Organizational Responsibilities and Assurances Checklist

Attachment D: Certification of Non-Acceptance of Tobacco Funds

Attachment E: Project Plan Instructions and Template

Attachment F: Two-Year Budget Template

Attachment G: TSET Grant and Contractor Staffing Table



**CERTIFICATION FOR COMPETITIVE
BID AND/OR CONTRACT
(NON-COLLUSION CERTIFICATION)**

Note: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the state for goods or services.

GENERAL INFORMATION

Agency name TSET	Agency # 092
Supplier or bidder legal name	Solicitation # or purchase order #

Section 1 74 O.S. § 85.22

- A.** For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:
1. I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition.
 2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
 3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party to:
 - a. Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
 - b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract.
 - c. Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B.** I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Section 2 74 O.S. § 85.42

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

Section 3 74 O.S. § 582

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

Section 4 74 O.S. § 12005

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

Section 6 74 O.S. § 85.5

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

Section 7 21 O.S. § 1289.31

For the purpose of a contract for goods or services, the supplier also certifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Section 8 74.O.S. § 85.22C

List of all known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency listed on Page 1. State the names of persons with such relationships, their position within the organization, and the nature of such relationships.

- 1.
- 2.
- 3.

If no such relationships exist, check the box below:

- ☐ There are no known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency stated above.

Section 9 74 O.S. § 85.42(B)

Pursuant to 74 O.S. § 85.42(B), 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 of Oklahoma shall be employed or given anything of value to fulfill any services provided under the contract, including change orders, extensions, renewals or amendments.

SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

- ☐ The competitive bid attached herewith and contract, if awarded to said supplier.
- ☐ The contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma Statutes.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Supplier authorized signature	Certified this date	
Name	Email	
Title	Phone	Fax