



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH DATAMANUSA, LLC

This State of Oklahoma Statewide Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and DatamanUSA, LLC. (“Supplier”) and is effective as of the date of last signature.

Purpose

The State is awarding the Contract to Supplier for the provision of Temporary Employment Services, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Oklahoma Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology Terms, Attachment D – intentionally omitted;
 - 2.5. Portions of the Bid, Attachment E and
 - 2.6. Negotiated Exceptions to Contract, Attachment F – intentionally omitted.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**

DatamanUSA, LLC

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 2/19/2021

By: Nidhi Saxena
Nidhi Saxena (Feb 19, 2021 11:10 MST)

Name: Nidhi Saxena

Title: President

Date: 02/19/2021

ATTACHMENT A
SOLICITATION NO. 0900000443

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

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses from potential Suppliers to provide temporary employment services for State Agencies and Affiliates to purchase on an as-needed basis.

This RFP is soliciting proposals from temporary employment companies to provide services relating to Administrative Support (including Office and Clerical), Commercial/Industrial Workers, and Healthcare Staffing Services, and Professional Services as defined within the scope of this RFP. Awarded Suppliers shall be independent contractors and not employees of State Agencies or Affiliates. The awarded Supplier's staff, including temporary assigned individuals shall also not be considered employees of the State Agency or Affiliate. These services are as-needed and upon request from State Agencies and Affiliates. Suppliers will be responsible for hiring, firing, taxes, workers' compensation, benefits, etc. for the candidates who are **not** employees of the individual Customer. Candidates will not be provided employee benefits from the State Agencies or Affiliates.

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services. As a result of this Solicitation OMES, Central Purchasing Division, expects to receive and evaluate responses and select one or more qualified Suppliers with which to establish a contract(s) for temporary employment services that is available to all Customers.

When a need is identified, the Customer will provide a Supplier awarded a contract under this Solicitation with business requirements and technical specifications for their specific project.

Award of the Contract to a bidder is not a guarantee of being selected to provide products and services.

The Customer will directly negotiate the terms of a Statement of Work with a Supplier when a project is needed.

If awarded a contract, the Supplier is responsible for keeping the State informed of personnel contact changes and is not responsible if the Supplier does not receive an invitation to bid on a Statement of Work.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (2) one-year options to renew the Contract.

2. Specifications

2.1. Temporary Employment Services

- A.** Awarded Supplier will confirm with the Customer the arrival of its Candidate by telephone within one-half (1/2) hour after scheduled arrival time.
- B.** Awarded Supplier is responsible to communicate with its Candidate the Customer's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.
- C.** All temporarily assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy is established by the Customer. Temporary Candidate must dress according to the requirements of the Customer requesting the assignment.
- D.** Temporarily assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.
- E.** The Customer reserves the right to reduce the length of the temporary assignment and will provide the Awarded Supplier with as much notification as possible.

2.2. Work Hours

- A.** The exact work hours for temporarily assigned personnel will be determined by the Customer.
- B.** Temporarily assigned individuals will not be paid for their lunch hour.
- C.** Customers have the right to request temporarily assigned individuals for holiday, evening/night, weekend or shift work.
- D.** Hours may vary per Customer.
- E.** The Customer reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the Customer. Any time beyond the initial eight (8) hours of service, the temporarily assigned individual is determined to be unsatisfactory; the Awarded Supplier agrees to issue a credit invoice to the Customer for the total charges from the point the Customer notifies the Awarded Supplier to request a replacement.
- F.** The Awarded Supplier agrees to replace an unsatisfactory individual within one (1) business day; however, the Customer has the option to contact a different Awarded Supplier for the service.
- G.** The Customer shall be the sole judge as to whether a temporarily assigned individual is satisfactory and is fulfilling the Customer's requirements.

2.3. Placement

Supplier shall describe how their company will provide assistance for Customers with the placement of any candidate(s). At a minimum, include problem (conflict) and resolutions and the following items below:

- A.** Customers may refer a candidate to be hired to the Awarded Supplier to sign up to perform specific services needed or may request the Awarded Supplier to recruit and provide the temporary Candidate. The Customer will not pay a placement or conversion fee for individuals who are a direct referral from the Customer.
- B.** Upon a request for service from the Customer, the Awarded Supplier will provide expedient temporary employment services. An e-mail, facsimile, or telephone call from the Customer will constitute a request for service.
- C.** The Customer reserves the right to interview the candidate to determine their qualifications for the required position (but this does not negate the Awarded Supplier's responsibility of qualifying candidate(s)).
- D.** The Customer may reject and/or remove any candidate who does not meet the requested experience or is deficient in the performance of the assignment.
- E.** Customers may select Awarded Supplier(s) within their geographic region based on the preference of the Customer.
- F.** Multiple Awarded Suppliers may be contacted to fill the same position.

2.4. Supplier's Responsibilities

- A.** The Awarded Supplier is responsible to obtain the information as described in the Scope of Work and any other information necessary to determine what job category satisfies the service request.
- B.** The Awarded Supplier will inform the Customer point of contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.
- C.** Placing candidates out of applicable job classification is considered an abuse of the contract. Periodic checks of requests and assignments will be performed by the Customer to ensure this does not occur.
- D.** The Awarded Supplier is responsible for conducting appropriate background and reference checks on potential candidates prior to any assignments and should be prepared to conduct more extensive background investigations when required by the Customer. Awarded Supplier must send notification to the Customer of the compliance of the background and reference checks. Failure to provide notification of compliance will be considered a violation of the contract and may result in rejection of the candidate and possibly jeopardize future placements by offending Awarded Supplier.
- E.** These services are as needed and upon request from the Customer. Awarded Supplier will be responsible for liability insurance, federal and state payroll requirements

including but not limited to insurance coverage for any candidate sent to the Customer, payroll taxes, payroll reports, workers' compensation, benefits, hiring and firing etc., for the candidates.

- F.** The Awarded Supplier is responsible for conducting periodic quality assurance checks with the Customer's point of contact to verify that the Customer's requirements are being fulfilled by the candidate. At a minimum, these checks should be completed at the end of the first week of any assignment. Customers may request quality assurance checks at any interval during the term of the candidate's placement.
- G.** Candidates may be hired as a permanent employee of the Customer if, the Customer and hiring processes have been complied with and if the candidate elects to accept employment with the Customer. Such occurrence will create no further obligation (financial or otherwise) on the part of the Customer.
- H.** The Customer will not be responsible for the Awarded Supplier's candidate who voluntarily leaves the Awarded Supplier's employment or engages in employment with another company.
- I.** The Awarded Supplier agrees to ensure candidates agree to be bound by the security regulations, policies, and standards as required by the Customer. This will vary based on the individual Customer's requirements.
- J.** Awarded Supplier shall ensure adequate backup documentation (such as Candidate timesheets) are attached to invoice or billing requests. The timesheet should include the following:
 - i.** Name of the Customer;
 - ii.** Name of the temporarily assigned individual;
 - iii.** Dates worked;
 - iv.** Beginning and ending time;
 - v.** Number of regular hours worked each day; and
 - vi.** If applicable, number of overtime hours worked each day.
- K.** The Awarded Supplier is responsible and may be held financially liable for the negligent acts of its Candidates.

2.5. Bonding

- A.** The Awarded Supplier shall have the ability to bond candidates as directed by the Customer.
- B.** The fee for this service will be borne by the Customer.
- C.** Selection of the bonding insurer is at the Awarded Supplier's discretion; however, each insurance policy shall be:
 - i.** Issued by insurance companies authorized to do business in the State or eligible surplus lines insurers acceptable to and having agents in the State upon whom service of process may be made.

2.6. Equipment, Property and Damages

- A.** The Awarded Supplier shall be responsible for the proper maintenance and custody of any personal tangible property owned and real property furnished by the Customer for the use in connection with the performance of the contract.
- B.** The Awarded Supplier will reimburse the Customer for such property's loss or damage caused by the Awarded Supplier' assigned individual, with the exception of normal wear and tear.
- C.** The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the Candidate assignments.

2.7. Customer's Responsibilities

- A.** Prior to contacting the Awarded Supplier (s), the Customer is responsible to define details of the request to include, but not be limited to:
 - i.** Number of individuals needed;
 - ii.** Job duties;
 - iii.** Equipment to be used;
 - iv.** Knowledge, skills and education and/or experience;
 - v.** Computer software to be used;
 - vi.** Hours of work;
 - vii.** Expected length of assignment;
 - viii.** Job related attire;
 - ix.** Position location;
 - x.** Customer contact person; and
 - xi.** Other pertinent job-related information.
- B.** Depending on the amount of detail required, it is recommended the Customer submit this information in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment.

2.8. Background Checks

- A.** The Customer is responsible for requesting additional background investigations beyond normal references prior to the temporary assignment.
- B.** Should an additional background check be required due to the nature of the assignment, the Customer may be responsible for the cost of the additional checks.
- C.** It is reasonable to expect employment eligibility and references will be required for all candidates; background checks for referrals by the Customer will be at the discretion of the Customer.
- D.** Standard checks which would include employment eligibility and reference checks shall be at the cost of the Awarded Supplier(s).
- E.** Other background checks will be at the discretion of each requesting Customer.
- F.** Customers reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential candidates starting date.

- G.** Customers will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the candidate.

2.9. References

- A.** Provide three (3) references where your company has provided similar services. Describe what products or services were provided to each reference. References should include the governmental entity name, address, and contact name, email and phone number.

2.10. Value Add

- A.** Suppliers are requested to provide any new services or value added services that could be made available which are in scope of this solicitation.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 Acquisition means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 Addendum means a mutually executed, written modification to a Contract Document.

4.3 Amendment means a written change, addition, correction or revision to the Solicitation.

4.4 Bid means an offer a Bidder submits in response to the Solicitation.

- 4.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

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

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

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

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

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

16.4 Coordination of Defense

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

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

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

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

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

20 Suspension of Supplier

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

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

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

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

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

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

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

24 Security of Property and Personnel

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

25 Notices

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

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

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

26.4 Transition Services

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

26.5 Publicity

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

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

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

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

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

26.10 Severability

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

26.11 Section Headings

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

26.12 Sovereign Immunity

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

26.13 Survival

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

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

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

26.16 Import/Export Controls

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

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

Office of Management and Enterprise Services
 Solicitation #: 0900000443
 Temporary Employment Services

Offeror: DatamanUSA, llc

H.i.g. Response to Specifications (ATTACHMENT A)

Specification #	Specification	Dataman Response
2.1.	Temporary Employment Services	
A.	Awarded Supplier will confirm with the Customer the arrival of its Candidate by telephone within one-half (1/2) hour after scheduled arrival time.	Dataman agrees and will comply to this specification. Dataman will confirm with the Customer the arrival of its Candidate by telephone within one-half (1/2) hour after scheduled arrival time
B.	Awarded Supplier is responsible to communicate with its Candidate the Customer's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.	Dataman agrees and will comply to this specification. Dataman is responsible to communicate with its Candidate the Customer's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.
C.	All temporarily assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy is established by the Customer. Temporary Candidate must dress according to the requirements of the Customer requesting the assignment.	Dataman agrees and will comply to this specification. Dataman assures that all temporarily assigned individuals will be appropriately dressed for the assignment and will maintain a professional demeanor. Dress code policy is established by the Customer. Temporary Candidate must dress according to the requirements of the Customer requesting the assignment.
D.	Temporarily assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.	Dataman agrees and will comply to this specification. Dataman assures that Temporarily assigned individuals will be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays. Please refer to Section H.i.h.9 for details on Replacement of Resources
E.	The Customer reserves the right to reduce the length of the temporary assignment and will provide the Awarded Supplier with as much notification as possible	Dataman agrees and will comply to this specification. We understand that the Customer reserves the right to reduce the length of the temporary assignment and will provide the Awarded Supplier with as much notification as possible
2.2	Work Hours	
A.	The exact work hours for temporarily assigned personnel will be determined by the Customer	Dataman agrees and will comply to this specification.

		The exact work hours for temporarily assigned personnel will be determined by the Customer
B.	Temporarily assigned individuals will not be paid for their lunch hour	Dataman agrees and will comply to this specification. We understand that Temporarily assigned individuals will not be paid for their lunch hour
C.	Customers have the right to request temporarily assigned individuals for holiday, evening/night, weekend or shift work	Dataman agrees and will comply to this specification.
D.	Hours may vary per Customer	Dataman agrees and will comply to this specification.
E.	The Customer reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the Customer. Any time beyond the initial eight (8) hours of service, the temporarily assigned individual is determined to be unsatisfactory; the Awarded Supplier agrees to issue a credit invoice to the Customer for the total charges from the point the Customer notifies the Awarded Supplier to request a replacement	Dataman agrees and will comply to this specification. We understand that the Customer reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the Customer. Any time beyond the initial eight (8) hours of service, the temporarily assigned individual is determined to be unsatisfactory; Dataman agrees to issue a credit invoice to the Customer for the total charges from the point the Customer notifies the Dataman to request a replacement
F.	The Awarded Supplier agrees to replace an unsatisfactory individual within one (1) business day; however, the Customer has the option to contact a different Awarded Supplier for the service.	Dataman agrees and will comply to this specification.
G.	The Customer shall be the sole judge as to whether a temporarily assigned individual is satisfactory and is fulfilling the Customer's requirements	Dataman agrees and will comply to this specification.
2.3.	Placement	
A.	Customers may refer a candidate to be hired to the Awarded Supplier to sign up to perform specific services needed or may request the Awarded Supplier to recruit and provide the temporary Candidate. The Customer will not pay a placement or conversion fee for individuals who are a direct referral from the Customer.	Dataman agrees and will comply to this specification.
B.	Upon a request for service from the Customer, the Awarded Supplier will provide expedient temporary employment services. An e-mail, facsimile, or telephone call from the Customer will constitute a request for service.	Dataman agrees and will comply to this specification. <i>Please refer to Section H.i.h for our detailed Recruitment Approach</i>
C.	The Customer reserves the right to interview the candidate to determine their qualifications for the required position (but this does not negate the Awarded Supplier's responsibility of qualifying candidate(s)).	Dataman agrees and will comply to this specification.

D.	The Customer may reject and/or remove any candidate who does not meet the requested experience or is deficient in the performance of the assignment.	Dataman agrees and will comply to this specification.
E.	Customers may select Awarded Supplier(s) within their geographic region based on the preference of the Customer	Dataman agrees and will comply to this specification. Dataman has a very strong network with local candidates, moreover, we have subcontracted with leading firms based out in Oklahoma City, who are highly capable of getting the best of the local candidates to OMES
F.	Multiple Awarded Suppliers may be contacted to fill the same position	Dataman agrees and will comply to this specification.
2.4. Supplier's Responsibilities		
A.	The Awarded Supplier is responsible to obtain the information as described in the Scope of Work and any other information necessary to determine what job category satisfies the service request	Dataman agrees and will comply to this specification.
B.	The Awarded Supplier will inform the Customer point of contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.	Dataman agrees and will comply to this specification.
C.	Placing candidates out of applicable job classification is considered an abuse of the contract. Periodic checks of requests and assignments will be performed by the Customer to ensure this does not occur.	Dataman agrees and will comply to this specification.
D.	The Awarded Supplier is responsible for conducting appropriate background and reference checks on potential candidates prior to any assignments and should be prepared to conduct more extensive background investigations when required by the Customer. Awarded Supplier must send notification to the Customer of the compliance of the background and reference checks. Failure to provide notification of compliance will be considered a violation of the contract and may result in rejection of the candidate and possibly jeopardize future placements by offending Awarded Supplier.	Dataman agrees and will comply to this specification. Please refer to 'H.i.h.4. Skills Assessment & Screening Process' for details
E.	These services are as needed and upon request from the Customer. Awarded Supplier will be responsible for liability insurance, federal and state payroll requirements including but not limited to insurance coverage for any candidate sent to the Customer, payroll taxes, payroll reports, workers' compensation, benefits, hiring and firing etc., for the candidates.	Dataman agrees and will comply to this specification.
F.	The Awarded Supplier is responsible for conducting periodic quality assurance checks with the Customer's point of contact to verify that the Customer's requirements are being fulfilled by the candidate. At a minimum, these checks should be	Dataman agrees and will comply to this specification. Please refer to H.i.h.8. Quality Control Plan for our detailed approach

	completed at the end of the first week of any assignment. Customers may request quality assurance checks at any interval during the term of the candidate's placement	
G.	Candidates may be hired as a permanent employee of the Customer if, the Customer and hiring processes have been complied with and if the candidate elects to accept employment with the Customer. Such occurrence will create no further obligation (financial or otherwise) on the part of the Customer.	Dataman agrees and will comply to this specification.
H.	The Customer will not be responsible for the Awarded Supplier's candidate who voluntarily leaves the Awarded Supplier's employment or engages in employment with another company.	Dataman agrees and will comply to this specification.
I.	The Awarded Supplier agrees to ensure candidates agree to be bound by the security regulations, policies, and standards as required by the Customer. This will vary based on the individual Customer's requirements.	Dataman agrees and will comply to this specification.
J.	Awarded Supplier shall ensure adequate backup documentation (such as Candidate timesheets) are attached to invoice or billing requests. The timesheet should include the following: i. Name of the Customer; ii. Name of the temporarily assigned individual; iii. Dates worked; iv. Beginning and ending time; v. Number of regular hours worked each day; and vi. If applicable, number of overtime hours worked each day.	Dataman agrees and will comply to this specification.
K.	The Awarded Supplier is responsible and may be held financially liable for the negligent acts of its Candidates.	Dataman agrees and will comply to this specification.
2.5.	Bonding	
A.	The Awarded Supplier shall have the ability to bond candidates as directed by the Customer.	Dataman agrees and will comply to this specification.
B.	The fee for this service will be borne by the Customer	Dataman agrees and will comply to this specification.
C.	Selection of the bonding insurer is at the Awarded Supplier's discretion; however, each insurance policy shall be: i. Issued by insurance companies authorized to do business in the State or eligible surplus lines insurers acceptable to and having agents in the State upon whom service of process may be made.	Dataman agrees and will comply to this specification.
2.6.	Equipment, Property and Damages	
	The Awarded Supplier shall be responsible for the proper maintenance and custody of any personal tangible property owned and real property furnished by the Customer for the use in connection with the performance of the contract	Dataman agrees and will comply to this specification.
	The Awarded Supplier will reimburse the Customer for such property's loss or damage	Dataman agrees and will comply to this specification.

	caused by the Awarded Supplier' assigned individual, with the exception of normal wear and tear.	
	The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the Candidate assignments.	Dataman agrees and will comply to this specification.
2.7.	Customer's Responsibilities	
	Prior to contacting the Awarded Supplier (s), the Customer is responsible to define details of the request to include, but not be limited to: i. Number of individuals needed; ii. Job duties; iii. Equipment to be used; iv. Knowledge, skills and education and/or experience; v. Computer software to be used; vi. Hours of work; vii. Expected length of assignment; viii. Job related attire; ix. Position location; x. Customer contact person; and xi. Other pertinent job-related information.	Dataman understands the Customer's responsibilities.
	Depending on the amount of detail required, it is recommended the Customer submit this information in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment.	Dataman understands the Customer's responsibilities.
2.8.	Background Checks	
	The Customer is responsible for requesting additional background investigations beyond normal references prior to the temporary assignment.	Dataman agrees and will comply to this specification. Please refer to 'H.i.h.4. Skills Assessment & Screening Process' for details
	Should an additional background check be required due to the nature of the assignment, the Customer may be responsible for the cost of the additional checks	Dataman agrees and will comply to this specification.
	It is reasonable to expect employment eligibility and references will be required for all candidates; background checks for referrals by the Customer will be at the discretion of the Customer	Dataman agrees and will comply to this specification.
	Standard checks which would include employment eligibility and reference checks shall be at the cost of the Awarded Supplier(s).	Dataman agrees and will comply to this specification.
	Other background checks will be at the discretion of each requesting Customer	Dataman agrees and will comply to this specification.
	Customers reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential candidates starting date.	Dataman agrees and will comply to this specification. Please refer to 'H.i.h.4. Skills Assessment & Screening Process' for details
	Customers will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the candidate.	Dataman agrees and will comply to this specification. Please refer to 'H.i.h.4. Skills Assessment & Screening Process' for details on background checks and drug testing
2.9.	References	

	Provide three (3) references where your company has provided similar services. Describe what products or services were provided to each reference. References should include the entity name, address, and contact name, email and phone number	Please refer to <i>Section twelve Business References</i>
2.10.	Value Add	
	Suppliers are requested to provide any new services or value added services that could be made available which are in scope of this solicitation.	Please refer to our detailed response in <i>Section Ten Offer of Value-Added Products and/or Services</i>

H.i.h. Methodology for implementing Services

H.i.h.1. Recruiting Methodology

Our recruitment method gives an insight into how we do the job while aiming to keep both sets of our clients happy; that's you, the State and all of our resources.

Phase 1. Initiation:

From first contact by the State, we assign Sr. Account Manager who will be the State's contact until the requirement is completed.

The first steps are all about information gathering and ensuring Dataman receives whatever job specifications the State has made available to share. Most importantly, Dataman will understand the State's timescales so that the required pace can be applied to the process of getting an appropriate resource in place.

Phase 2. Planning:

Detailed brief– The Sr. Account Manager will then look to understand the finer details of a job and speak to the Recruitment Manager. At Dataman, we look for the key drivers, the ways of working and organizational ethos, the personality and softer skills needed in order to be successful in the role. All these details will help us to identify the right talent for the State and allow us to give candidates a fuller picture of the role on offer.



Phase 3. Selection:

Having the basics in place and a clear understanding of the State requirements, we commence to our selection phase. We will write about the role and advertise it on the Dataman *Temporary Staffing job boards*, and (where appropriate) we will also distribute it through both online (job boards, social media etc.) and offline (networking groups, press etc.) channels to attract candidates. Along with new candidate attraction, we will also search our own candidate database of resources that are registered with us – this unique pool of talent is where a high percentage of our temporary staffing candidates originate.

One-to-One interview – After screening candidates who have expressed an interest and inviting those we find in our database, we undertake a detailed screening interview with each potential

candidate. This screening typically take 30 to 45 minutes and allow us to understand their suitability for the State role and also to share with them the challenges and opportunity it offers to them. We will never share candidate details with the State without carrying out this interview.

Phase 4. Delivery:

Shortlisting– Following our one-to-one screening interviews, we decide which candidates to shortlist to the State. The Sr. Account Manager will prepare a profile & resume for those who are to be presented. The profile includes personal details such as availability, qualifications, certifications and date to start.

Interview management– Once the State has reviewed the submitted candidates we will be available for any clarification requests and feedback. We will then support the State and the candidates through the interview process to ensure that this phase runs as smoothly as possible. Candidates will be booked into interview slots, briefed, and prepared for the meetings. They will also be made aware of any pre-work such as presentations that are necessary to meet your process.

Phase 5. Support:

As the State identifies the preferred resource, we form the communication bridge to support you through the offer and on-boarding process. The hard work may appear to be done, but our experience tells us that this is a critical phase to convert all the expended effort into the final result where the practitioner turns up to start their new assignment.

H.i.h.2. Dataman Recruiting Tools

➤ **Oorwin**

Oorwin is the new age Intelligent AI driven integrated platform focused on helping Services companies to improve their recruiter productivity, candidate experience, streamline HR business processes and increase sales performance. Few key features of Oorwin are:

- **Bring resumes from multiple sources in Hire with one-click:** Oorwin eliminates the frustrating job of manually downloading and uploading profiles by a one-click, bulk upload facility.
- **Create accurate candidate profiles instantly:** Enterprise-grade tools and plugins to parse any resume format from Outlook, Gmail, Chrome, Inbox. Automatic profile generation and quick candidate rediscovery with version control, making sourcing process a breeze.
- **Match candidates and jobs logically:** Intelligent candidate ranking algorithm to choose and submit high-quality candidates quickly for a job order. Natural advanced search and automatic tagging to find best matches.
- **Find best-fit candidates accurately:** Oorwin's intelligent candidate ranking algorithm help recruiters discover ideal profile recommendation from entire resume database in few blinks and clicks.
- **Set up an interview in less than two minutes:** Integrated interview management tools linked with job orders or applicants to schedule interview fast.



- **Engage candidates and clients together:** Engage clients by tracking communication, receive automated feedbacks, and set reminders. Avoid analysis paralysis at the last minute. Manage interview status and make data-driven decisions to meet number.

➤ **D-Connect**

At Dataman, **we have a mobile application, D-Connect**, for internal communications between top- and middle management and the temporary staff. Our mobile application has many benefits compared to traditional communication media such as the intranet and email. Time-critical communication relies on effective channels that need to be in place in order to reach a majority of employees.

One of the most important benefits of the app is the ability to send push notifications to make important announcements. Our app helps us to collect feedback and suggestions from employers as well employees. D-Connect allows us to highlight important news and information ensuring employees are engaged and always in the know. D-Connect's navigation feature allow staff to quickly report any building or equipment issues on the spot and even attach a photo.

Whether trying to attract talent or retain it, real time communication and effective approach plays a vital role. Mobile apps are an increasingly important tool for organizations to ensure that they are meeting the rapidly evolving needs of their workforce.

H.i.h.3. Other Recruiting Resources

✚ **Bench:** Having successfully filled over 500 positions in the public sector, we keep a strong bench of resources that have previous success with our clients. This allows us to fill our client's immediate needs on short notice.

✚ **Resume Shopping/ Databases:** Dataman subscribes to multiple resume databases including Dice and Monster. We also use an in house proprietary recruitment management system (RMS) that currently has over 400,000 resumes with qualified candidates in each labor groups listed in the RFP.

✚ **Job Board Recruitment:** Dataman posts our open positions on job boards such as Dice, Monster and Indeed when needed. However, most of our positions are filled through our current network of professionals and our proprietary RMS System.

✚ **Local Recruiting Network:** Dataman is currently working in Washington DC and is actively recruiting local candidates for all categories.

✚ **Creative Sourcing – LinkedIn, Facebook/Social Media, Targeted User groups:** Dataman Recruiters in all categories are trained on web searches, networking via LinkedIn/Facebook, and other methods of finding "passive candidates". These candidates are often not responsive to advertisements and are not posting their resumes in social media. By reaching out to such passive candidates, we



have found candidates in two days, where existing vendors had failed to provide resumes after weeks of searching. Dataman is a member of multiple Java user groups.

- ✦ **Employee Referrals:** Many of our new hires are referrals from existing employees. Our referral program allows employees to submit referrals to Dataman. When those individuals are placed on assignments through Dataman, the referring employee receives a monthly bonus for the entire duration of the project allowing for a substantially larger pay out than a traditional referral program.
- ✦ **Job Fairs/Advertising:** Dataman participates in numerous expos and job fairs across the country each year. Interested candidates are presented with an overview of Dataman and invited to supply their resumes to our RMS database to participate in Dataman/Client opportunities.
- ✦ **Internal Network:** Dataman has a strong network of local and national professionals experienced in various skills. Dataman regularly checks on project end dates of these consultants and submit those who are on the verge of completing their current projects, and are a good fit for the requirement. Our network of professional has proven to be a valuable resource when sourcing hard to find skill sets. Our team members have relationships with user groups across the country for specific niche technologies. These relationships help us in finding high demand hard to find professionals.
- ✦ **Nationwide Recruiting Center:** Our Nationwide Recruiting Center is assigned the task of proactively identifying and pre-screening candidates for difficult-to-fill skill sets/locations/pay rates in a variety of locations and for specific clients. Their efforts result in a large proprietary database of pre-screened candidates for our recruiters to pursue when a requirement is received.
- ✦ **Subject Matter Experts:** Dataman has Subject Matter Experts on staff and on consultancy to broaden our networks in difficult niche areas through referrals and networking groups. Our SMEs have made a difference in our approach, and we are proud to note that because of their expertise and network, many of our “difficult to find resources” have become less difficult to find.
- ✦ **Market Research:** Dataman subscribes to specific market research and taps into local organizations, associations, as well as colleges and universities to build a network of potential candidates for hard-to-fill staffing needs. In addition, our recruiters and account managers are familiar with their geographies and the corporations within them. They know the often-recruited positions at these companies; and prepare and plan to fill those positions when they become available.

H.i.h.4. Skills Assessment & Screening Process

To enhance Dataman's ability to find skilled, able and educated candidates for government and public sector entities, Dataman uses an Assessment Series, a validated applicant classification system that focuses on customer service skills, aptitude and attitude assessment. The content underlying these tests is carefully studied and determined to be related to the job performance of the positions. All our tests have a proven track record of success, showing that those who take the tests have better performance on the job, significantly increasing their productivity. We have in place assessment tests for all of the job groups that we are bidding.

➤ Skill Assessment Tests

The Clerical Skills Tests Module has been designed specifically to cover a fully comprehensive range of clerical tasks. These prebuilt assessments enable us to identify and evidence the candidate's core skills set required to perform in a role related to typical clerical responsibilities.

The assessments within this module can be utilised throughout the full employee life cycle. From recruitment and assessment through to development and succession planning, this module offers a variety of skills testing that can be combined and tailored for each unique role.

Behavioral & Aptitude Tests	Software Skills Tests	Basic Admin Skills Tests	Tests by Industry
<ul style="list-style-type: none">• Workplace Success Profile• Behavioral Profile-General• Cognitive Profile• Customer Service Profile• Management Profile• Sales Skills Profile	<ul style="list-style-type: none">• Microsoft Excel Tests• Microsoft Word Tests• General Computer Skills Tests• Windows & PowerPoint Tests• Outlook Tests	<ul style="list-style-type: none">• General Work Skills Test• Grammar & Spelling Tests• Basic Math Tests• Typing & Data Entry Tests• Attention to Detail Tests	<ul style="list-style-type: none">• Medical Office / Healthcare• Accounting Knowledge• Industrial Warehouse Skills• Legal Office Skills

If needed, our assessment series can be customized to meet the State's specific requirements for job descriptions.

➤ **Commitment to a Thorough Screening Process**

A quality screening process is critical to business success. Many staffing firms claim to be dedicated to screening candidates thoroughly, but few have a screening process in place with tangible results and outcomes that can prove their due diligence. Dataman understands that there is more to providing candidates than just meeting the skill requirements on the resume. Our recruiters and account managers are trained to dig deep into our candidates' background to make sure we have the right fit.

The Dataman recruiters average 6 years of technical recruiting experience supporting government customers. Dataman proactively recruits and maintains a full pipeline of qualified candidates ready to hire for every one of our customers.

The work is initiated as soon as we get the sourcing requirement from the customer. The job order is immediately entered into our centralized recruitment Management System (RMS). The Sr. Account Manager understands the requirement of the client based upon the job order received from them. This includes an understanding of the requirements, SOW, environment, qualification, experience, mandatory and desirable skill set requirement. The Sr. Account Manager drafts a requisition about the requirement and submits the requirement in RMS along with sending it to the recruitment manager. From there, recruitment team will source the candidate using one of following sources. After finding 4-5 consultants per requirement, the screening process is triggered.

Screening: For the State, we will use proven skills testing and screening mechanism to shortlist qualified resources. Based on specific staffing request, we use our own technical experts to technically evaluate the potential candidates. For Example, if a project manager requirement comes, the potential candidates' technical evaluation will be done by existing Senior Project Managers and or SME's who will have similar and expert level experience in the related field of technology and domain. We have prepared a set of test papers for evaluation of candidates. We

conduct on-line technical test for the candidates to evaluate their skills. Only the candidates scoring more than 75% marks are interviewed by Dataman technical experts.

Below is the detailed testing and screening procedure to place best technical consultants to meet your needs:

- ✦ **Step 1: Pre-Screening** – Executing a comprehensive pre-screening confirms experience, motivation, skill level, clearance, potential team-fit, salary requirements and relocation needs with candidates and update in our Recruitment Management System (RMS)
- ✦ **Step 2: Technical Skills Evaluation & Interviews** – Conduct detail technical test and interview
- ✦ **Step 3: Reference Check** – In order to get an accurate assessment of the candidate, Dataman’s reference check process involves contacting those people who have observed & are in a position to discuss the candidate’s experience, skills & knowledge. In addition to this, we use back door reference as well which use our vast network & speak with someone at organization where the candidate worked who will give you candid information. Based upon the feedback of this reference check, candidature of the successfully shortlisted candidate is processed.
- ✦ **Step 4: Drug Screen** - 5 Panel Drug Test is done prior to the onboarding and in every quarter. Dataman uses the resources of scientific laboratories to determine if any of the individuals within the organization are using illegal drugs. Drug testing commonly requires individuals to submit urine samples for analysis, although occasionally blood or hair samples may be used.
- ✦ **Step 5: Background Check** – Various background checks are done based upon client’s requirement:
 - Citizenship or Legal Working Status
 - Driving and Vehicle Records
 - Criminal, Arrest, Incarceration, and Sex Offender Records
 - Education & Employment Records
 - Financial Information, Credit History Check
 - Social Security Number
 - The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in the Background Check Policy.
 - An independent agency is mandated the task to perform background check on the candidates.
 - The agency after performing the checks provides the results to Dataman.
 - The candidates successfully clearing the background check proceed to join the client.

➤ **Background Checks**

Prior to sending an employee to work for the State, Dataman's account management team, in conjunction with the appropriate State representative(s), will evaluate what pre-employment background screening will be utilized. To assure that Dataman's clients efficiently work with the best candidates, Dataman utilizes a third party, to conduct extensive pre-employment screening which includes a thorough criminal background checks. There are following background check we do, depending on the client’s requirements:

CRIMINAL BACKGROUND CHECKS	
Criminal Search - National Federal - 7 years	This search includes a one-name national federal criminal record search of federal records. All information will be obtained through the Federal P.A.C.E.R. system with online direct connection to records and dispositions. *5 and 10year options also available. Detailed information on criminal records found will include, when

	made available by the court, but may not be limited to; date of offense, charges, plea, disposition and sentence. Open arrest warrants are also reported and generally include cases awaiting trial or charges for failure to appear.
Criminal Felony/Misdemeanour - 7 years	This includes a one-county, one-name criminal court record search of felony records and will include misdemeanour records when available. All information will be obtained at the courthouse by a court researcher unless an electronic connection to the courthouse is established.
Criminal State-wide Search - 7 years	The State-wide Criminal Search accesses individual states and the District of Columbia's' Department of Justice criminal repository information
National Sex Offender Registry	While convictions for sexual offenses will appear upon the criminal record in the county or state where the offense was committed, at times the criminals relocate where there criminal records wouldn't reflect. Information returned from sexual offender registry inquiries may include; name, AKA name, physical characteristics, date of birth, residential address, employer, county, state of conviction, date of conviction, and offense(s).
County Civil Record Search	This includes one-county, one-name search obtained by a court researcher at the county courthouse. Information obtained may include plaintiff and defendant's actions and case outcome.
Motor Vehicle Records - Driver's Report	Reported information will include type of license, any violations, disciplinary actions, convictions, issue date, expiration date, revocations, suspensions, accidents, status and restrictions. This will show driving related offence for last 3 to 5 years
Credit Report	This report provides information into a person's financial background. It also provides present and past addresses, current and past employers, and verifies and identifies users of the social security number provided.
Professional Reference	Dataman requires all candidates to provide a minimum of two positive supervisor references and one peer reference to verify their skillset levels from past positions.
Employment Verification	Dataman will thoroughly verify present or past employment to include position(s) held, dates of employment, salary, confirmation of specific job duties, reason for leaving, eligibility for rehire, and overall job performance.
Education Verification	This search verifies Colleges/universities attended with dates of enrolment, Major/Degrees obtained, Grade Point Average, and professional certification.
Professional License Verification	This search verifies a professional license or professional Certification the candidate claims to hold.

➤ **Drug Test**

Dataman strongly believes that Drug Tests and other pre-employment screening services are integral parts of the hiring process and it can prevent negligent hiring lawsuits and provide a safer work environment. Dataman understands that candidates under the influence or using intoxicants while on the job poses serious safety and health risks to themselves, and even put our company or co-workers at risk. To ensure safety and high productivity, Dataman maintains stringent policies with regard to use, possession or sale of alcohol or other intoxicants in the work place, with disciplinary measures up to and including termination.

Upon candidate approval by Program, our Human Resources department will schedule the candidate for drug screening. Our baseline requirement for drug screening is the widely accepted

nine-panel screen for controlled substances. If any trace of any of controlled or illegal drugs or drug classes is detected, the candidate is removed from consideration. Upon receipt of successful completion of drug screening, the Project Manager forwards verification that the person has successfully completed drug screening within the acceptable levels. We will also provide copy of Program's Drug and Alcohol policy to all the personnel, prior to assignment with Program, and the personnel will be required to complete an Acknowledgement of Receipt and Consent to Drug and Alcohol Testing. Every quarter Dataman uses the resources of scientific laboratories to determine if any of the individuals within the organization are using illegal drugs. Drug testing commonly requires individuals to submit urine samples for analysis, although occasionally blood or hair samples may be used.

DRUG SCREENING	
NON D.O.T 5-Panel Drug Screening	This includes screening for five categories of drugs including Amphetamines, Cocaine, Marijuana, Opiates, Phencyclidine (PCP).
NON D.O.T 7-Panel Drug Screening	This includes screening for seven categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine (PCP) and Marijuana.
NON D.O.T 8-Panel Drug Screening	This includes screening for eight categories of drugs including marijuana, opiates, PCP, cocaine, amphetamines, methamphetamines, benzodiazepines, and barbiturates
NON D.O.T 9-Panel Drug Screening	This includes screening for nine categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana, Methadone, Opiates, Phencyclidine (PCP) and Propoxyphene.
NON D.O.T 9-Panel Plus Alcohol Drug Screening	This includes screening for nine categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana, Methadone, Opiates, Phencyclidine (PCP), Propoxyphene and Alcohol.
NON D.O.T 10-Panel Drug Screening	This includes screening for ten categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Methaqualone, Opiates, Phencyclidine (PCP) and Propoxyphene.
Medical Review Officer (MRO)	This includes a licensed physician reviewing the result, speaking with the donor if necessary, and reporting the results within 2 hours of receiving it from the laboratory.
Drug Screening (D.O.T.)	This includes screening for five (5) categories of drugs including Amphetamines, Cocaine, Marijuana (THC), Opiates, and Phencyclidine (PCP). Even though there are several ways to perform a drug test, the DOT only allows urine drug testing. They also require a very thorough testing process, so results usually take longer to process. Here are some examples of jobs that must be tested as part of the DOT drug testing program. This list isn't comprehensive: Commercial vehicle drivers Locomotive engineers, dispatchers, and signalmen Flight crew members and air traffic controllers
Oral Detect Drug Screen	Upon request
Additional tests	Hallucinogens (LSD, mushrooms, mescaline, peyote) Inhalants (paint, glue, hairspray) Anabolic steroids (synthesized, muscle-building hormones) Hydrocodone (Lortab, Vicodin, Oxycodone) MDMA (Ecstasy)

H.i.h.4. On-Boarding Plan

Dataman has 19 years of experience onboarding temporary employee to our team. Our onboarding process is focused on transparency, simplicity and retention. We strive to make the onboarding to as smooth as possible. We believe that a smooth onboarding provides a warm welcome for the new members of the Dataman family.

Dataman has a dedicated Change Management Group which is dedicated to making onboarding as seamless as possible for our clients. Our onboarding team will provide:

- **Oversight** of the transition and onboarding process via onsite engagement with the appropriate groups/individuals.
- **Accountability** in the form of a dedicated Account Manager who will coordinate the efforts of the Change Management Group, and who will serve as the State's primary point of contact over the life of the contract.

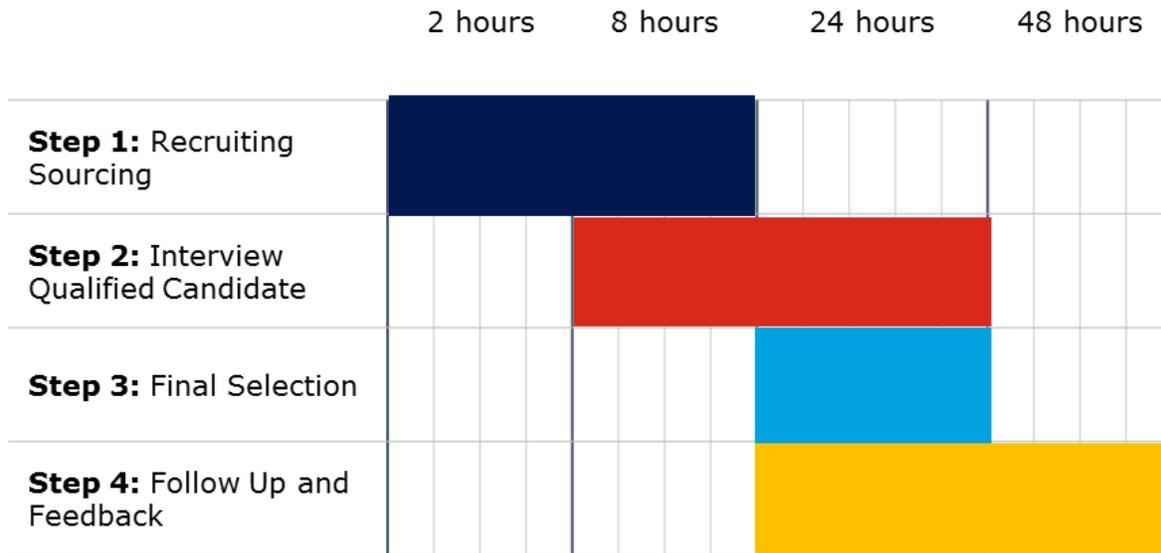
Total Onboarding within one business days (as low as an hour)

- Dataman offers a simple, paperless, **Digital Onboarding** - Our onboarding system enables customization of onboarding templates for client. Customize onboarding templates for quick onboarding for the State.
 - Real time onboarding with digital signature - Make onboarding fast and seamless with inbuilt digital signature application. Track status and stay connected with both candidate and client for a stress-free job close experience.
 - Paperless onboarding - 100% Paperless onboarding process ensuring recruiters do not waste time in printing, taking signs, scanning, and faxing/emailing many documents. Reduces carbon print and saves precious productive hours.

H.i.h.5. DatamanUSA Timeline

Our Sr. Account Manager, supported by Recruitment Team, is responsible for ensuring the timely fulfillment of the staffing requirements of State. Dataman will assign a dedicated Sr. Account Manager (Jason Hargrove) to handle the State program. On receiving the requirement from State, our Sr. Account Manager will create a skill matrix of the specific job requirement. Normally we present qualified resources within one business day as our recruiting team has a strong network of local, pre-screened resources to go along with our qualified on-staff resources. Below you will find our standard timeline for fulfilling customer needs (through our proactive delivery approach, our timeline can be adjusted based on unique customer needs).

Dataman uses a proactive delivery approach for our staff augmentations contracts. This approach allows us to deliver services quickly for immediate needs.



DatamanUSA Recruitment Timeline

Step	Elapsed Time	Activity/Output
Respond to Temporary Personnel requests	1 business day from receipt of requirement	<ul style="list-style-type: none"> Review Bench and on call candidates and reduce the applications to those qualified for the position. Review results and submit resumes to client for review.
Interview Qualified Applicants	1 to 3 business days from receipt of requirement	<ul style="list-style-type: none"> Design interviewing structure and questions Handle all interviewing and scheduling logistics for all phases of the selection process Clarify applicant information and summarize results Conduct preliminary interviews and summarize results Review, interview qualified applicants, perform reference checks and provide final applicants to the client
Final Selection	1 to 3 business days from receipt of requirement	<ul style="list-style-type: none"> Meet to assess final applicants and advise on final interviewing strategy, timing and elements Provide assistance and guidance to client enabling them to conduct final interviews and make the final selection. Documentation for candidate joining
Follow Up and feedback	3 to 6 business days from receipt of requirement	<ul style="list-style-type: none"> Follow up with client on candidate joining and services provided

Recruiting Processes and Elapsed Time (all hours in business hours/days)

****We understand that each customer is unique and timelines can be modified as per State's needs and schedule***

H.i.h.6. Recruitment Process and Responsibilities

To ensure consistent best fit for the state, Dataman will use our twelve-step recruiting framework also referred to as our recruitment productivity process, which makes our process unique. Staffing

services is a Dataman core competency executed according to best practices developed through industry analysis and optimization.

There are management controls throughout the process. Each of the twelve steps has its own key metrics, and team members are held accountable for performance against them. We report on metrics every day, making adjustments to ensure that we deliver client's objectives as productively as possible. This selective recruitment policy ensures that only the best of the industry are inducted and they provide cost-effective solutions to the challenging needs to meet up to our customers satisfaction.

DatamanUSA Recruitment Process and Responsibilities

Recruitment Process	Responsibility
State's Requisition	
<ul style="list-style-type: none"> Analyzing State's staff requisition and write synopsis of the requisition Submitting position description and requirements in our Recruitment Management System (RMS) 	 Sr. Account Manager
Identify Candidates	
<ul style="list-style-type: none"> Assigning to team lead through RMS Check if there is matching skilled consultant available "on bench" Check for matching candidates who have Government experience Identifying existing skill sets and candidates within Dataman RMS database Sharing job profile to all consultants by posting it on our website and sending mailer to approved consultants for referrals Posting job to external job sites (DatamanUSA website, Dice.com, Monster.com, CareerBuilder.com and shared with approved subcontractors) 	 Recruitment Manager
Pre-Screening & Interview (DatamanUSA Level)	
<ul style="list-style-type: none"> Executing a comprehensive pre-screening that confirms motivation, previous experience, salary, skill level, clearance and potential team-fit. Pre-screening includes online test (using Prove-It, Brainbench & internal tools) and general knowledge test. Interview – Conduct detail technical interviews based upon client's requirement. (Most IT skill sets are interviewed by our TR team, and if expert skills are required, these are taken care by our panel of SME's having excellent experience in same domain, which form our Qualified Technical Screen team) Discussing salary requirements and relocation needs with candidates Evaluating attitude and aptitude by discussing team scenarios. <u>Technical Skill Evaluation</u> Conducting initial assessment of the candidate's technical qualifications. Conducting detailed technical interviews based on job requirement. <u>Soft Skills Evaluation</u> Evaluating candidate's communication, creativity, thinking, flexibility, change-readiness, problem solving, team building and listening skills. 	 Technical Recruiting Team and SME's
Evaluation (DatamanUSA Level)	
<ul style="list-style-type: none"> Preparing the feedback form to summarize the results of the interview and update RMS with qualified consultants. 	 Recruitment Manager

<ul style="list-style-type: none"> Relaying interview results Checking references 	<ul style="list-style-type: none"> Sr. Account Manager
Submission to the State	
<ul style="list-style-type: none"> Confirm we have Right to Represent from the candidate for each position Creating skilled matrix matching required skills with experience of consultants to present consistent skill summary to the State Submitting resumes with a skill summary and references to the State 	<ul style="list-style-type: none"> Recruitment Manager Sr. Account Manager
State Interview	
<ul style="list-style-type: none"> Discussing interview schedule with hiring manager for pre-qualified consultants Setting up face to face or telephone interview as per client requirement 	<ul style="list-style-type: none"> Recruitment team Sr. Account Manager
Background Checks (If requested by the client)	
<ul style="list-style-type: none"> Depending upon requirement, conducting criminal, citizenship or legal working status, driving records, drug tests, employment records, license verification and background check for selected candidate 	<ul style="list-style-type: none"> HR Manager
Offer	
<ul style="list-style-type: none"> Complete all due diligence before extending an offer to successful consultants Extending the offer Share candidate's decision or initial response with hiring managers 	<ul style="list-style-type: none"> HR Manager Sr. Account Manager
Joining	
<ul style="list-style-type: none"> Informing the joining date of the candidate to the client's manager Conducting e-Verification Confirming candidate joins the project on specified date 	<ul style="list-style-type: none"> HR Manager Program Manager
Invoicing	
<ul style="list-style-type: none"> Client manager signs timesheets Candidate email signed timesheets to Dataman Accountant submit invoices (as per invoicing terms) and deliver to client. Invoices are supported with approved timesheets and any additional report requested by client. 	<ul style="list-style-type: none"> Accountant
Payment to Employee / Subcontractor	
<ul style="list-style-type: none"> Dataman runs payroll every fortnight (on 15th and the last day of the month) to pay employees. Salaries are direct deposited in employee's bank accounts. 	<ul style="list-style-type: none"> Accountant
Ongoing Support and Training	
<ul style="list-style-type: none"> Conducting training on need/ project basis Updating PDP (Personal Development Plan) of each candidate 	<ul style="list-style-type: none"> HR Manager

H.i.h.7. Invoicing/ Billing Process

Dataman has over 19 years of experience in this area working with government organizations. We have put into place timekeeping and invoicing procedures that are tailored to the public sector. Dataman has accounting system that allows different invoicing format/layout/content for each client. We will tailor our invoice to meet the preferences of the State. Our invoices are sent monthly and include employee timesheets. Timing of invoices can be adjusted to fit the State's preferences.

Timesheet included with the invoice will include at minimum the following:

1. Name of the Procuring Agency;
2. Name of the temporarily assigned individual;
3. Dates worked;
4. Beginning and ending time;
5. Number of regular hours worked each day; and
6. If applicable, number of overtime hours worked each day
7. Signature of employee
8. Approval of timesheets by State manager

Dataman will process all the time sheets and provide the State with accurate invoices on regular basis. To ensure that we comply with State's invoicing requirements, Dataman will work with State's representative to modify our process. Our technical and program manager will be responsible to modify invoicing process within 24 hours, whenever required during the term of the contract. Dataman offers both, manual and electronic billing system and can produce the invoices as per the convenience of the client. Additionally, we also believe that electronic billing system reduces paper use and is more accurate as it minimizes billing adjustments.

Procedures and Control

Dataman prioritizes billing accuracy and follows strict policies and procedures with regards to the billing and adjustments. At the end of every week, employees submit their time sheets to the project manager, further to which the time sheet is forwarded to the Dataman's payroll team for approval. Once approved by the payroll team, the time billed is entered in the electronic billing system. The time sheet of all the employees is then extracted by the Dataman headquarters where an audit is conducted before processing the invoice to the client.

Electronic Time Keeping

In order to simplify and improve time management process, we also offer electronic time keeping. The electronic time keeping eliminates manual entering of time and hassle of managing timesheets on individual basis. This is a secured system and can be accessed through web. To log into this system, associates' credentials are required. Moreover, project manager and supervisors are given additional rights to view and edit the hours of the associates, in accordance to the project needs and audit checks.

Fraud Prevention

We follow a standard and stringent invoicing procedure in order to prevent fraud. On completion of every job order and after receiving a confirmation from the client, it is entered in the system so that there are no chances of duplication of invoices.

H.i.h.8. Quality Control Plan

For the past 20 years, Dataman has demonstrated the value added by our company and the strength of our underlying commitment to quality. Focusing on serving our Government clients and consistently meeting or exceeding their requirements and expectations, has so far yielded maximum return, repeat business and an outstanding reputation. Dataman Quality Policy is to meet or exceed all contractual, legal, regulatory and other requirements in all our daily tasks.

Central to our philosophy of continuous improvement is the establishment of a culture that creates and pursues high standards, identifies and resolves problems, acts on recommendations for improvement and promotes mutual respect and effective communication between Dataman, its

employees and its customers. Dataman Senior Management believes that there are three essential aspects to making sure that our work is of high quality:

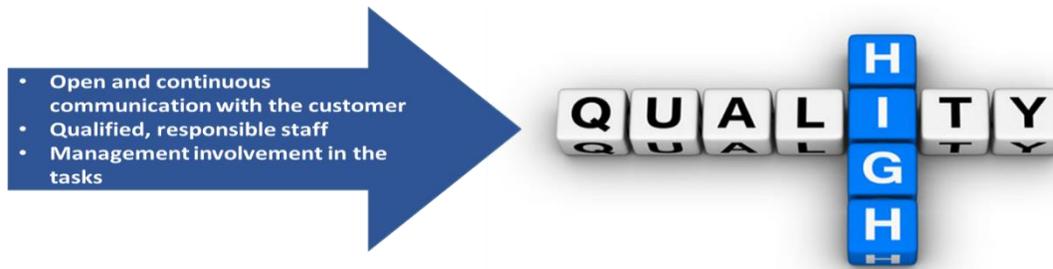


Figure 02 - Essential aspects of Quality

Our goal is to apply the highest standards of quality in all our business practices and operations without compromise. Our primary objective is to practice continuous process improvement in everything we do so that we can surpass our client's needs and expectations. Quality performance is the cornerstone of our company philosophy and is considered a personal responsibility of all our employees. We consider it the responsibility of Dataman's management personnel at all levels of the organization to lead a continuous quality-improvement effort. It is also the responsibility of every Dataman employee to ensure that our customer's quality and delivery expectations are met, our processes are operating efficiently and our costs are under control and that all levels of management are made aware of any opportunities for improvements to services and processes.

To ensure highest standards of quality in all our business practices and operations, we abide by 2 aspects:

- Customer Satisfaction
- Temporary Employee Evaluation and Performance Metrics

H.i.h.8.a. Customer Satisfaction

Dataman truly believes in creating a partnership with our clients and our consultants. We work hard to understand your specific needs and organizational culture in an effort to match the perfect Temporary Staffing need to your organization. We believe in providing our clients with the Transparency, Integrity and Innovation that is required to have a winning partnership.



Our customer relationship key matrices include:

- Standing in our client's shoes
- Lean forward and anticipate
- Track Trends
- Prepare our Clients
- Surveys
- Employee Feedback
- Customer Service Training

H.i.h.8.b. Temporary Employee Evaluation and Performance Metrics

Dataman believes that evaluating employee performance at every level can increase the quality of work we deliver to our clients.

We conduct list of employee performance metrics which helps us in understanding how the performance of an employee can be inflated. Effective employee performance review systems require quantifiable metrics to accurately gauge each employee's performance.

Productivity Metrics

Productivity is a basic component of performance for employees of any business. It refers to the amount of work an employee accomplishes in a specific time frame, such as a single work day. New hires generally show less productivity than more experienced workers, steadily increasing the speed of their work overtime. We measure employee productivity using different metrics in different situations.

Efficiency Metrics

Dataman believes that efficiency is a necessary counterpart to productivity. Efficiency is the result of maximizing productivity with minimum effort or expense. Efficiency metrics relate to cutting costs and reducing production time in operations, both of which contribute to bottom-line profits for our clients.

Training Metrics

Dataman Employee training programs work improve employees' performance in some way. We understand that using quantifiable metrics to measure employees' success with training programs can shed light into the programs' impact on employee performance as a whole. Training programs that include written or hands-on tests – for the sole purpose of monitoring training effectiveness – can provide readily available performance metrics such as test scores and pass/fail rates.

Goal-Setting

Dataman strongly believes that Collaborative performance review systems bring employees and their supervisors together to set individual performance goals. This philosophy, also referred to as management by objectives, creates personalized, measurable metrics designed to increase employee performance on an individual level, incrementally increasing productivity and efficiency over time.

Mastering new job duties, completing specific training programs and being on time for work are all examples of goals which managers and employees may set together.

Here is a sample of our Key Performance Indicators (KPIs), which helps us monitor each metrics:

No.	Key Result Areas	Key Performance Indicators	Weight of KPIs	Target	Actual	Score	Total Score
1	Technical & Domain Knowledge	* Labour Category Specific	30				
2	Training and Development	% difference in the rate of productivity before and after training	20				
3	Performance and Career Management	Decision making ability	15				
		Execution of Individual Development Plan	10				
4	Communication and Work Ethics	Team player	10				
		Adherence to the Code of Conduct policy of the Client	15				
			100				

Dataman believes that the primary goals of a performance evaluation system are to provide an equitable measurement of an employee’s contribution to the workforce, produce accurate appraisal documentation to protect both the employee and employer, and obtain a high level of quality and quantity in the work produced. In order to meet the evaluation system goals, Dataman utilizes the “Employee Evaluation Form”. Please refer to the form attached below:



Temporary Employment Performance Evaluation

Employee Name: _____
 Staff ID #: _____
 First Day worked: _____ Last Day worked: _____
 Department: _____
 Supervisor: _____

Reason:

Assignment Ended	Employee resignation	Employee Performance

Notice Given by Employee:

Written (attach)	Oral	None

Thank you for filling out this performance evaluation on your Temporary Employment employee. It is important to us when considering future assignments for each employee. Please complete and return this form to the DatamanUSA, LLC office by faxing to 720-248-3200 or send the original via mail to: DatamanUSA, LLC, 100 Congress Avenue, Suite 2000, Austin, TX 78701.

Rating Scale:

1 = Rarely Meets Expectations 2 = Sometimes Meets Expectations 3 = Meets Expectations
 4 = Occasionally Exceeds Expectations 5 = Consistently Exceeds Expectations

	1	2	3	4	5
Was the employee reliable?					
Did the employee call when late or absent?					
When assigned a task, was it completed promptly, efficiently, and correctly?					
Was appearance appropriate to dept.?					
Was conduct to co-workers, visitors, telephone callers, etc. appropriate?					
Attention to detail					
Overall Quality of Work					
Overall quantity of work					
	YES		NO		
Would you re-employ this individual					
Would you recommend this employee for other assignments?					

Additional Comments:

Supervisor Signature: _____

Temporary Employee Evaluation Form

H.i.h.8. Retention Plan

Dataman is sensitive to Sandia’s need for employee retention and workforce stability. Our retention approach includes a competitive compensation plan with realistic pay rates, incentives, and health insurance coverage. This approach directly benefits our mission-oriented clients, such as Sandia, because we are able to recruit and retain the most qualified personnel. We provide our temporary employees with the incentives and fringe benefits required to successfully perform. Our retention plan includes focusing on contractors who will be on boarded to Dataman as well as new employees recruiting by Dataman to work at OMES.

FRINGE BENEFITS	
Employee Referral Program	Dataman prides itself on attracting the best and brightest talent. We understand that great talent attracts great talent. Therefore, we have built a strong employee referral program which generates a strong pool of trusted candidates.
Understanding of the Public Sector	At Dataman, we believe that the best way to retain employees is to understand our customers work environment from both a technical and personality standpoint and recruit candidates who fit with our customers. Our public sector experience will allow us to meet this expectation from day one.
Open Information Channels	Dataman’s “open door” policy is a management tool used to ensure appropriate information sharing with employees up and down the chain. Our CEO is always available to our temporary employees and our account managers stay in constant touch to build lasting relationships with our temporary employees. This open-door policy is in place for both Dataman employees and Sandia representatives.
Employee Engagement Program	We conduct a quality call on a regular basis with every employee on assignment. Along with our phone contact, Dataman meets in person with employee on a regular basis. The goal of this policy is to learn how to best support each employee and to recognize positive outcomes.
Professional Career Growth	Dataman firmly believes in promoting growth from within. We encourage career development through educational/training opportunities for employees to enhance their skills and move up the career ladder. This includes access to our Microsoft Partnership for our employees.
Other Benefits and Discounts	In addition to Affordable Care Act (ACA) compliant medical benefits, Dataman offers further benefits that includes a 401k savings plan with employer match.

Competitive Compensation and Enrichment Benefits

Dataman offers better than market compensation and benefits due to its low over-head model. Our benefits include:

- Salary supported by market research
- Holidays as observed at client location (or minimum 6 holidays)
- 2 weeks of paid vacation
- 401K plan with company contribution
- Health and Dental insurance reimbursement
- Referral and on-the-spot bonus
- Performance Bonus and Profit Sharing
- Continuous Training

- Career Growth

Employee Benefits

- Health Insurance
- Dental Insurance
- Vision Insurance
- Voluntary Life Coverage
- Flexible Spending Accounts (FSA's)
- AFLAC
- Contribution to 401K

H.i.h.9. Replacement of Resource

Less than 5% of Dataman consultants fail to meet expectations and need to be replaced. Although this is rare, Dataman has in place processes to make this scenario as painless as possible to the State.

After we complete the recruitment, selection, and screening process, we continuously strive to motivate and retain our employees. In case, if you ask for replacement of consultant due to his/her inability to perform the tasks set out by you, we have a well-defined process to handle these situations.

As soon as a complaint is received by the Sr. Account Manager, we would work to understand the specific behaviour / issues of concern. In talking through expectations with the Sr. Account manager, we determine if there is a chance to work with the contractor or if an immediate change is required. We have a strong database of potential candidates matching the State' requirement at any one time. If a change was required, we would immediately implement that to the best of our ability. If the hiring manager sees value in attempting to improve the performance of the employee, then we would meet with and review a performance improvement plan (Human Resource document of our own), which would be signed by the contractor ensuring their understanding. Monitoring with agreed upon timeframes would then ensue. If the performance improvement is not recognized, we would then suggest a replacement. The Dataman Sr. Account Manager will meet with the new replaced consultant, complete the orientation, and deliver that individual to the client site for their first day of work. Dataman keeps a bench of potential replacements ready at all times for our customers.

Terminating employees is one of the most unpleasant aspect for Dataman. But if terminating resource is necessary, then Dataman performs it in the most ethical, and professional manner possible. Following are the steps taken while terminating a resource from its assignment:

- Dataman Account Manager confirms the end date with the Customer. If a replacement is requested, the backfilling process is initiated immediately.
- Dataman contacts the consultant to initiate the off boarding process and reiterate our confidentiality policy. We also share the cause of the termination with the consultant and thank them for being a part of our organization
- Dataman initiates the knowledge transfer process to minimize the termination impact.
- The consultant prior to leaving the customer has to fulfil exit criteria and return the entire customers property before leaving the customers premises. In addition, consultant must report to the Dataman Account manager and fulfil all the formalities.
- Dataman verifies with customer Account Manager that all equipment has been returned.
- Dataman Account Manager collects badge from the consultant on the last working day.
- Dataman Account Manager deliver the badge to a customer representative.

H.ii. If a VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at the Bid Packet page referencing the VPAT

N/A

H.iii. If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx.

N/A

H.iv. If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.

N/A

H.v. If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work

Statement of Work

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses from potential Suppliers to provide temporary employment services for State Agencies and Affiliates to purchase on an as-needed basis.

This RFP is soliciting proposals from temporary employment companies to provide services relating to Administrative Support (including Office and Clerical), Commercial/Industrial Workers, and Healthcare Staffing Services, Information Technology Professional Services, and Professional Services as defined within the scope of this RFP. Awarded Suppliers shall be independent contractors and not employees of State Agencies or Affiliates. The awarded Supplier's staff, including temporary assigned individuals shall also not be considered employees of the State Agency or Affiliate. These services are as-needed and upon request from State Agencies and Affiliates. Suppliers will be responsible for hiring, firing, taxes, workers' compensation, benefits, etc. for the candidates who are not employees of the individual Customer. Candidates will not be provided employee benefits from the State Agencies or Affiliates.

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services. As a result of this Solicitation OMES, Central Purchasing Division, expects to receive and evaluate responses and select one or more qualified Suppliers with which to establish a contract(s) for temporary employment services that is available to all Customers.

When a need is identified, the Customer will provide a Supplier awarded a contract under this Solicitation with business requirements and technical specifications for their specific project.

Award of the Contract to a bidder is not a guarantee of being selected to provide products and services.

The Customer will directly negotiate the terms of a Statement of Work with a Supplier when a project is needed.

If awarded a contract, the Supplier is responsible for keeping the State informed of personnel contact changes and is not responsible if the Supplier does not receive an invitation to bid on a Statement of Work.

The firms must have knowledge and experience placing candidates in the following defined specialty areas:

▪ **Administrative Support**

Data Entry, Executive and administrative assistants, Office Manager, Project Coordinator, Microsoft Business Certified specialist, Front desk Coordinator, Presentation specialist, Record Clerks, Receptionist, General Office Clerk / Assistant, Administrative Assistant, Human Resources Specialist, Accountants, Budget Analysts, Business Data Analyst, Compliance Manager, Financial Analyst, Payroll Clerks, Legal Clerk, Legal Assistant, Corporate Leadership Trainer etc.

▪ **Commercial/Industrial**

Warehouse Administrator, Manufacturing Workers, Forklift Operators, Fabricators, Welders, Machinists, Assemblers, Material Handlers, Packers, Quality Control and Inspectors, Supervisor, Day Maid, Lead Worker, General Cleaner, Utility Cleaner, Manager etc.

▪ **Healthcare Staffing**

Registered Nurse, Nursing Assistant, Physicians, Clinical Researchers, Physical and Occupational Therapy, Allied Staff (Dieticians, Imaging), Licensed Practical Nurses, Home Health Aides, Physicians Assistants, Administrative, Non-clinical Support Staff, Pharmacy Staff, Social Workers, Dental, Mental Health Counselor, Covid Contact Tracing, Laboratory Service Supervisor etc.

▪ **Professional Services**

Accountancy Services, Legal Services, Engineering Services, Health Services and Social Services, Management Consulting Services, Project Management etc.

Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (2) one-year options to renew the Contract.

Customer's Responsibilities

- A. Prior to contacting the Awarded Supplier (s), the Customer is responsible to define details of the request to include, but not be limited to:
- i. Number of individuals needed;
 - ii. Job duties;
 - iii. Equipment to be used;
 - iv. Knowledge, skills and education and/or experience;
 - v. Computer software to be used;
 - vi. Hours of work;
 - vii. Expected length of assignment;
 - viii. Job related attire;
 - ix. Position location;
 - x. Customer contact person; and
 - xi. Other pertinent job-related information.
- B. Depending on the amount of detail required, it is recommended the Customer submit this information in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment.

Supplier's Responsibilities

- A. The Awarded Supplier is responsible to obtain the information as described in the Scope of Work and any other information necessary to determine what job category satisfies the service request.
- B. The Awarded Supplier will inform the Customer point of contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.
- C. Placing candidates out of applicable job classification is considered an abuse of the contract. Periodic checks of requests and assignments will be performed by the Customer to ensure this does not occur.
- D. The Awarded Supplier is responsible for conducting appropriate background and reference checks on potential candidates prior to any assignments and should be prepared to conduct more extensive background investigations when required by the Customer. Awarded Supplier must send notification to the Customer of the compliance of the background and reference checks. Failure to provide notification of compliance will be considered a violation of the contract and may result in rejection of the candidate and possibly jeopardize future placements by offending Awarded Supplier.
- E. These services are as needed and upon request from the Customer. Awarded Supplier will be responsible for liability insurance, federal and state payroll requirements including but not limited to insurance coverage for any candidate sent to the Customer, payroll taxes, payroll reports, workers' compensation, benefits, hiring and firing etc., for the candidates.
- F. The Awarded Supplier is responsible for conducting periodic quality assurance checks with the Customer's point of contact to verify that the Customer's requirements are being fulfilled by the candidate. At a minimum, these checks should be completed at the end of the first week of any assignment. Customers may request quality assurance checks at any interval during the term of the candidate's placement
- G. Candidates may be hired as a permanent employee of the Customer if, the Customer and hiring processes have been complied with and if the candidate elects to accept employment with the Customer. Such occurrence will create no further obligation (financial or otherwise) on the part of the Customer.
- H. The Customer will not be responsible for the Awarded Supplier's candidate who voluntarily leaves the Awarded Supplier's employment or engages in employment with another company.
- I. The Awarded Supplier agrees to ensure candidates agree to be bound by the security regulations, policies, and standards as required by the Customer. This will vary based on the individual Customer's requirements
- J. Awarded Supplier shall ensure adequate backup documentation (such as Candidate timesheets) are attached to invoice or billing requests. The timesheet should include the following:
 - i. Name of the Customer;
 - ii. Name of the temporarily assigned individual;
 - iii. Dates worked;
 - iv. Beginning and ending time;
 - v. Number of regular hours worked each day; and
 - vi. If applicable, number of overtime hours worked each day.
- K. The Awarded Supplier is responsible and may be held financially liable for the negligent acts of its Candidates.

Reporting

- A. Supplier(s) will provide monthly reports of all services invoiced under the contracts issued under this RFP.
- B. Monthly report for temporary services must be used for all monthly reports and are to be submitted to the name and address listed on the form on or before the 15th of the month following the end of each month.

- C. Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.
- D. Reports must include data separated by agency.

I. Section Nine – Pricing

Category	Title	Level I,II,III	NTE Hourly Pricing
Administrative Services			
	Data Entry	Level I	\$24.75
		Level II	\$33.00
		Level III	\$41.25
	Executive and administrative assistants	Level I	\$33.00
		Level II	\$46.20
		Level III	\$57.75
	Office Manager	Level I	\$41.25
		Level II	\$52.80
		Level III	\$66.00
	Project Coordinator	Level I	\$57.75
		Level II	\$74.25
		Level III	\$90.75
	Microsoft Business Certified specialist	Level I	\$90.75
		Level II	\$115.50
		Level III	\$148.50
	Front desk Coordinator	Level I	\$33.00
		Level II	\$46.20
		Level III	\$57.75
	Presentation specialist	Level I	\$33.00
		Level II	\$46.20
		Level III	\$57.75
	Record Clerks	Level I	\$33.00
		Level II	\$46.20
		Level III	\$57.75
	Receptionist	Level I	\$18.15
		Level II	\$24.75
		Level III	\$33.00
	General Office Clerk / Assistant	Level I	\$21.45
		Level II	\$28.05
		Level III	\$34.65
	Administrative Assistant I	Level I	\$18.15
		Level II	\$24.75
		Level III	\$33.00
	Human Resources Specialist	Level I	\$33.00
		Level II	\$39.60
		Level III	\$46.20
	Accountants	Level I	\$33.00
		Level II	\$39.60
		Level III	\$46.20
	Accounting Directors	Level I	\$82.50

	Level II	\$99.00
	Level III	\$132.00
Accounting Manager	Level I	\$57.75
	Level II	\$66.00
	Level III	\$82.50
Auditing Manager	Level I	\$82.50
	Level II	\$99.00
	Level III	\$132.00
Budget Analysts	Level I	\$57.75
	Level II	\$66.00
	Level III	\$74.25
Budget Managers	Level I	\$57.75
	Level II	\$66.00
	Level III	\$82.50
Business Data Analyst	Level I	\$82.50
	Level II	\$99.00
	Level III	\$115.50
Compliance Manager	Level I	\$82.50
	Level II	\$99.00
	Level III	\$115.50
Financial Analyst	Level I	\$66.00
	Level II	\$74.25
	Level III	\$82.50
Financial Analysis Manager	Level I	\$74.25
	Level II	\$90.75
	Level III	\$107.25
Financial Directors	Level I	\$82.50
	Level II	\$99.00
	Level III	\$115.50
Payroll Clerks	Level I	\$57.75
	Level II	\$66.00
	Level III	\$74.25
Payroll Specialist	Level I	\$82.50
	Level II	\$99.00
	Level III	\$115.50
Senior Accountant	Level I	\$57.75
	Level II	\$74.25
	Level III	\$90.75
Senior Budget Analyst	Level I	\$66.00
	Level II	\$82.50
	Level III	\$99.00
Senior Business Data Analysis	Level I	\$82.50
	Level II	\$99.00
	Level III	\$115.50
Senior Financial Analyst	Level I	\$82.50
	Level II	\$99.00

		Level III	\$115.50
	Senior Internal Auditors	Level I	\$82.50
		Level II	\$99.00
		Level III	\$115.50
	Legal Clerk	Level I	\$82.50
		Level II	\$99.00
		Level III	\$132.00
	Legal Assistant	Level I	\$82.50
		Level II	\$99.00
		Level III	\$132.00
	Compliance Officer	Level I	\$82.50
		Level II	\$99.00
		Level III	\$132.00
	Corporate Leadership Trainer		
		Level I	\$99.00
		Level II	\$123.75
		Level III	\$148.50
Industrial Services			
	Warehouse Administrator		
		Level I	\$33.00
		Level II	\$41.25
		Level III	\$49.50
	Manufacturing Workers		
		Level I	\$26.40
		Level II	\$33.00
		Level III	\$39.60
	Forklift Operators	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Fabricators	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Welders	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Machinists	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Assemblers	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Material Handlers	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Packers	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Quality Control and Inspectors	Level I	\$41.25
		Level II	\$57.75
		Level III	\$74.25
	Supervisor	Level I	\$49.50

		Level II	\$66.00
		Level III	\$82.50
	Day Maid	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Day Porter	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Lead Worker	Level I	\$41.25
		Level II	\$57.75
		Level III	\$74.25
	General Cleaner	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Utility Cleaner	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
	Floor Buffer Technician	Level I	\$49.50
		Level II	\$66.00
		Level III	\$82.50
	Manager	Level I	\$66.00
		Level II	\$82.50
		Level III	\$99.00
	Day Foreman	Level I	\$49.50
		Level II	\$66.00
		Level III	\$82.50
	Groundskeeper Laborer	Level I	\$36.30
		Level II	\$44.55
		Level III	\$52.80
Healthcare Services			
	Registered Nurse	Level I	\$ 49.50
		Level II	\$ 66.00
		Level III	\$ 82.50
	Nursing Assistant	Level I	\$ 36.30
		Level II	\$ 46.20
		Level III	\$ 52.80
	Physicians	Level I	\$ 132.00
		Level II	\$ 165.00
		Level III	\$ 206.25
	Clinical Researchers	Level I	\$ 57.75
		Level II	\$ 74.25
		Level III	\$ 90.75
	Physical and Occupational Therapy	Level I	\$ 46.20
		Level II	\$ 57.75
		Level III	\$ 74.25
	Allied Staff (Dieticians, Imaging)	Level I	\$ 57.75
		Level II	\$ 82.50
		Level III	\$ 107.25
	Licensed Practical Nurses	Level I	\$ 57.75
		Level II	\$ 74.25
		Level III	\$ 90.75

	Home Health Aides	Level I	\$ 46.20
		Level II	\$ 57.75
		Level III	\$ 74.25
	Physicians Assistants	Level I	\$ 66.00
		Level II	\$ 82.50
		Level III	\$ 99.00
	Administrative	Level I	\$ 36.30
		Level II	\$ 42.90
		Level III	\$ 52.80
	Non-clinical Support Staff	Level I	\$ 46.20
		Level II	\$ 57.75
		Level III	\$ 74.25
	Nurse Practitioners	Level I	\$ 57.75
		Level II	\$ 74.25
		Level III	\$ 90.75
	Pharmacy Staff	Level I	\$ 66.00
		Level II	\$ 90.75
		Level III	\$ 115.50
	Social Workers	Level I	\$ 46.20
		Level II	\$ 57.75
		Level III	\$ 74.25
	Pharmacist	Level I	\$ 82.50
		Level II	\$ 99.00
		Level III	\$ 115.50
	Dental	Level I	\$ 90.75
		Level II	\$ 107.25
		Level III	\$ 123.75
	Mental Health Counselor	Level I	\$ 66.00
		Level II	\$ 82.50
		Level III	\$ 99.00
	Covid Contact Tracing	Level I	\$ 33.00
		Level II	\$ 62.70
		Level III	\$ 82.50
Laboratory Service Supervisor	Level I	\$ 49.50	
	Level II	\$ 66.00	
	Level III	\$ 82.50	
Professional Services			
	Accountancy Services	Level I	\$41.25
		Level II	\$74.25
		Level III	\$132.00
	Legal Services	Level I	\$41.25
		Level II	\$74.25
		Level III	\$132.00
	Engineering Services	Level I	\$74.25
		Level II	\$107.25
		Level III	\$140.25
	Health Services and Social Services	Level I	\$41.25
		Level II	\$74.25
		Level III	\$132.00
	Management Consulting Services	Level I	\$74.25

		Level II	\$107.25
		Level III	\$140.25
	Project Management	Level I	\$74.25
		Level II	\$107.25
		Level III	\$140.25

J. Section Ten – Offer of Value-Added Products and/or Services

VALUE ADDED ACCESSORIES:

- Sr. Account Manager
- Simple, Paperless, Digital Onboarding
- Customized Invoicing and Reporting

ADDITIONAL SERVICES:

- Dataman would be assigning a dedicated Sr. Account Manager for this contract who would be available for any communications in real time. **There will be no additional cost of this Sr. Account Manager.**
- Quality Meetings to determine the quality of our services to the State and ways we can improve.
- **Real time onboarding with digital signature:** Dataman's AI enabled recruitment tool make onboarding fast and seamless with its inbuilt digital signature application. With this feature, we can track status and stay connected with both candidate and client for a stress-free job close experience.
- **Paperless onboarding:** Dataman's 100% paperless onboarding process ensures recruiters do not waste time in printing, taking signs, scanning, and faxing/emailing many documents. It reduces carbon print and saves precious productive hours.
- Customized Billing can be arranged to fit the State's specific invoicing needs
- Customized Reports can be produced for the State to track in information you require

OTHER VALUE-ADDED OFFERING:

- **Background Investigations:** We offer the option of full pre-employment background investigations.
 - Criminal Conviction History (by state)
 - National wants and warrants
 - Credit Report
 - Driving Record
 - Workers' Compensation History (by state)
 - Previous Employment
 - Personal Reference check
 - Educational and professional license verification
 - Employment and Earnings History
 - Civil Records
 - Federal Records
 - Bankruptcy Records
 - Drug Testing
- **Video Interviewing:** Dataman's recruitment and screening team provides an effective and cost efficient way of bringing people together for initial interviews. With the help of our in-house technical capabilities, we provide pre-recorded and live video interviewing solutions. Designed to replace telephone interviews with virtual face to face interaction to assess visual chemistry earlier in the interview process

SW0132 Execution Version Contract - Dataman

Final Audit Report

2021-02-19

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