



## **STATE OF OKLAHOMA STATEWIDE CONTRACT WITH NET2SOURCE INC**

This State of Oklahoma Statewide Contract #0132 - Temporary Staffing Services ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Net2source Inc ("Supplier") and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for 1 year with four (4) one-year options to renew.

### **Purpose**

The State is awarding this Contract to Supplier for the provision of 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. This is a non-IT RFP., as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, BAFO, vendor documents or confidentiality requests. This Contract memorializes the agreement of the parties with respect to the 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 this Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation, Attachment A;
  - 2.2. General Terms, Attachment B;
  - 2.3. Statewide Contract Terms, Attachment C;
  - 2.4. Intentionally Omitted;
  - 2.5. Portions of the Bid, Attachment E and

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.

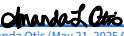
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### Signatures

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

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

**NET2SOURCE INC**

By:   
Amanda Otis (May 21, 2025 09:21 CDT)

By:   
Kunal Marwadi (May 21, 2025 10:01 EDT)

Name: Amanda Otis

Name: Kunal Marwadi

Title: State Purchasing Director

Title: Senior Manager Contract & Compliance

Date: May 21, 2025

Date: May 21, 2025

## ATTACHMENT A

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.

### PURPOSE

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.

**The current suppliers do not need to respond to this RFP. If the suppliers are already on a current contract for Temporary Employment Service, then they can disregard this solicitation.**

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. **This is a non-IT RFP.**

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 2 year and there are (3) one-year auto renewal options to 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.

**Exhibit 1**  
**EV00000607**  
**Specifications**

**I. Scope**

The State of Oklahoma, Office of Management and Enterprise Services (OMES), Central Purchasing Division, seeks solicitation responses from Suppliers for the following: Temporary Staffing Services

- A. Administrative Support (including office and clerical)
- B. Commercial / Industrial Workers
- C. Healthcare Staffing Services (clinical)
- D. Healthcare Staffing Services (non-clinical)
- E. Professional Services (other than IT)

Bidders may bid on one, all, or any combination from the above categories. Any category that is bid on must have pricing in **Exhibit 3 Pricing Templet**.

This document provides the pricing details for the proposed services under this Non-IT Consulting Services solicitation. The pricing is structured to ensure clarity and transparency, with detailed cost components to reflect our commitment to delivering high-quality consulting services efficiently.

**II. Categories**

**A. Administrative Support**

The State of Oklahoma defines Administrative Support as the following: The act of performing and facilitating administrative tasks and procedures for an office or facility.

The State of Oklahoma is looking for Administrative Support Services. Please provide a list of Administrative Support Services with Hourly Not to Exceed Rates on **Exhibit 3 Pricing Templet**.

**B. Commercial / Industrial Workers**

The State of Oklahoma defines Commercial Workers as the following: One engaged in the buying, selling or otherwise providing of goods or services other than on a retail basis.

The State of Oklahoma defines Industrial Workers as the following: A member of the working class who labors in factories, offices, docks, building lots, streets or any other position as part of the industrialization process.

The State of Oklahoma is looking for Commercial / Industrial Workers Services. Please provide a list of Commercial / Industrial Workers Services with Hourly Not to Exceed Rates on **Exhibit 3 Pricing Templet**.

### **C. Healthcare Staffing Services - Clinical**

The State of Oklahoma defines Healthcare Staffing Services - Clinical as the following: **The review of a patient's plan of care or collaborative discussion of specific aspects of a patient's risks, needs, and functioning, with other clinical staff of a service.**

The State of Oklahoma is looking for Healthcare Staffing Services – Clinical. Please provide a list of Healthcare Staffing Services – Clinical with Hourly Not to Exceed Rates on **Exhibit 3 Pricing Templet**.

### **D. Healthcare Staffing Services – Non-Clinical**

The State of Oklahoma Healthcare Staffing Services – Non-Clinical as the following: **Non-clinical professionals don't typically work with patients directly or diagnosis or provide treatment. These professionals are still essential to healthcare. They often keep hospitals and clinics running so professionals in clinical positions can focus on patients.**

The State of Oklahoma is looking for Healthcare Staffing Services – Non-Clinical. Please provide a list of Healthcare Staffing Services – Non-Clinical with Hourly Not to Exceed Rates on **Exhibit 3 Pricing Templet**.

### **E. Professional Services – Other Than IT**

The State of Oklahoma defines Professional Services – Other Than IT as the following:

The State of Oklahoma is looking for Professional Services – Other Than IT. Please provide a list of Professional Services – Other Than IT with Hourly Not to Exceed Rates on **Exhibit 3 Pricing Templet**.

## **III. Value-Add Services**

Provide information on other products and services that may be offered by the Supplier that are within the scope of this solicitation and provide pricing. The State may award value-added products and services at its sole discretion.

**Exhibit 2  
Executive Summary  
EV00000607**

**Instructions**

Bidder must provide a complete response to each item below. Insert your responses into the below word template document. Bidder should provide all information necessary to demonstrate Bidder's ability to meet the requirements of this RFP and the RFP's Scope of Work. Responses to the below questions in the Exhibit are Mandatory and will be evaluated. Failure to respond to any question may result in your proposal being deemed unresponsive.

**1. Please list all applicable certifications and professional affiliations for key individuals with your organization.**

**Provide Answer Below:**

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**2. Please provide the length of time the Bidder has been in business and how long your business has been providing products and/or services of the type requested (Must be at least 3 years)**

**Provide Answer Below:**

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**3. Please list any Documentation on capabilities to measure success, auditability and customer satisfaction**

**Provide Answer Below:**

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**4. Please provide documentation outlining the overall operations related to providing the services offered under this bid.**

**Provide Answer Below:**

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**5. Please provided a sample SOW for each category submission**

**Please Answer Below:**

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**6. Please describe in detail what steps are taken to understand the business needs of the customer.**

**Provide Answer Below:**

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**7. Please described how clients' accounts are serviced and how clients' needs for temporary services are determined.**

**Provide Answer Below:**

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**8. Please described how services will be met in various geographical locations of the state.**

Please provide certificates and descriptions

**Provide Answer Below:**

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**9. Please described how customer satisfaction is assessed and how quality assurance is measured in the organization.**

**Provide Answer Below:**

**10. Please described the company's plan and methodology for quality assurance and evaluation of the proposed services. Define how the most qualified candidates are identified for customers as well as described company's performance monitoring for those candidates.**

**Provide Answer Below:**

**11. Please describe the company's general methodology for recruiting qualified staff tailored to the needs of the customer. Has the company encountered challenges with recruiting qualified staff? If so, were those challenges addressed?**

**Provide Answer Below:**

**12. Please identified how temporary staffing will be assigned under the contract. Policies and responses must include the following: skill testing and screening mechanisms, including a description of reference and/or background checks solicited for each applicant and the way job assignments/job matching will be determined. Described how pre-employment screening requirements are accommodated that may be specific to the Procuring Agency.**

**Provide Answer Below:**

**13. Please list the timeframe provided for placement of qualified candidates for new requests.**

**Provide Answer Below:**

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**14. Please address the strategy of retaining quality, assignable, temporary staff.**

**Provide Answer Below:**

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**15. Please described the experience if any with placement of candidates withing government entities.**

**Provide Answer Below:**

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**16. Please provided documentation in regard to supplier's ability to meet the following laws, HIPPA, FERPA, CJIS, IRS\_PUB 1075, or other sensitive data.**

**Provide Answer Below:**

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**EV00000607**  
**Pricing Template**  
**Exhibit 3**

**Instructions:**

1. For each category price the job titles you support within each category, provide
2. Pricing must include travel, delivery, shipping, or any other combination of exte  
Agencies / Affiliates pay.

**Note:**

1. You may add more lines as needed.

Item ID	Catagories	Title
A	Administrative Support (including office & clerical)	
B	Commercial / Industrial Workers	
C	Healthcare Staffing Services (clinical)	
D	Healthcare Staffing Services (non-clinical)	
E	Professional Services (other than IT)	





the hourly not-to-exceed rates for each level of internal prices. Hourly Pricing must be what

Level I, II & III	Hourly Pricing
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Level 1	
Level 2	
Level 3	

Level 1	
Level 2	
Level 3	

Level 1	
Level 2	
Level 3	

Level 1	
Level 2	
Level 3	

Level 1	
Level 2	
Level 3	

## **ATTACHMENT B**

### **STATE OF OKLAHOMA NEGOTIABLE 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 Contract Order of Priority**

- 1.1** Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:
- A.** any Amendment;
  - B.** terms contained in this Contract document.
  - C.** any Contract-specific State terms contained in a Contract document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
  - D.** any applicable Solicitation;
  - E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation, Contract or applicable law;
  - F.** any statement of work, work order, or other mutually agreed Contract documents.
- 1.2** If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

## 2 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:

- 2.1 **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.
- 2.2 **Amendment** means any mutually executed, written modification to a Contract document or a written change, addition, correction or revision to a Solicitation.
- 2.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 2.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 2.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 2.6 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 2.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 2.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 2.9 **Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity
- 2.10 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 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.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 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.

### **3 Additional Pricing**

- 3.1** 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.
- 3.2** Supplier shall have no right of setoff.
- 3.3** 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.

## **4 Ordering, Inspection, and Acceptance**

- 4.1** 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.
- 4.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

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

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

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 4.3** 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.
- 4.4** 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.

**5 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

- 5.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

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

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;



- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D.** If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- E.** Additional coverage required in writing in connection with a particular Acquisition.

**5.2** 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.

**5.3** 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.

## **6 Compliance with Applicable Laws**

**6.1** 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](http://www.dhs.gov/E-Verify);
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 6.2** 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 [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](https://www.ok.gov/ocfo/information-security-policy-procedures-guidelines) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 6.4** In addition to compliance under subsection 6.1 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.
- 6.5** 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.
- 6.6** 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.
- 6.7** 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.
- 6.8** 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.

- 6.9** 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.
- 6.10** 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.

## **7 Audits and Records Clause**

- 7.1** 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.
- 7.2** 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.
- 7.3** 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.
- 7.4** 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.

## **8 Confidentiality**

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.

- 8.4** 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.
- 8.5** 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.
- 8.6** 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.

## **9 Assignment and Permitted Subcontractors**

- 9.1** 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.
- 9.2** 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.

- 9.3** 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.
- 9.4** 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.
- 9.5** 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.

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

Prior to the commencement of any services, performance of background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required. If required, the Supplier agree to provide the State with a description of the background check process to include any vendor's

used to gather information. Supplier will further attest that each employee and subcontractor providing services has passed the back ground check. 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 verification of 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.

## **11 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.

## **12 Indemnification**

### **12.1 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.

## **12.2 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.

## **12.3 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 and where applicable the Attorney General of Oklahoma, 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.

#### **12.4 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.

### **13 Termination for Cause**

- 13.1** 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.
- 13.2** 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.
- 13.3** The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.
- 13.4** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

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

#### **14 Termination for Convenience**

**14.1** 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.

**14.2** 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.

#### **15 Suspension of Supplier**

**15.1** 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.

**15.2** 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.

**15.3** 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.

## **16 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.

## **17 Force Majeure**

**17.1** 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.

**17.2** 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.

**17.3** 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.

## **18 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.

## **19 Miscellaneous**

### **19.1 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.

## **19.2 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.

## **19.3 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.

## **19.4 Entire Agreement**

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. 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 certifications, including any completed electronically, are incorporated by reference into the Contract.



## **ATTACHMENT C**

### **OKLAHOMA STATEWIDE CONTRACT TERMS**

#### **1. Statewide Contract Type**

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental 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 Amendments**

- 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 Amendment 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 Amendment 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**

All terms in this Contract relating to termination flow through to the Customer. A customer may terminate for funding insufficiency, cause or convenience any order or agreement made pursuant to this Contract. The termination must be done according to terms set forth in this Contract.

### **4. 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.

### **5. Contract Management Fee and Usage Report**

**5.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, 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 Amendment.

**5.2** While Supplier is the awardee of a statewide contract, transactions 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.

**5.3** All Contract Usage Reports shall meet the following criteria:

- i. Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);

- ii. Quarterly submission regardless of whether there were transactions 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.
  - e. Reports must include the following information:
  - f. Procuring entity;
  - g. Order date;
  - h. Purchase Order number or note that the transaction was paid by Purchase Card;
  - i. City in which products or services were received or specific office or subdivision title;
  - j. Product manufacturer or type of service;
  - k. Manufacturer item number, if applicable;
  - l. Product description;
  - m. General product category, if applicable;
  - n. Quantity;
  - o. Unit list price or MSRP, as applicable;
  - p. Unit price charged to the purchasing entity; and
  - q. Other Contract usage information requested by the State.

- 5.4** Payment of the contract management fee shall be delivered to the address below, or by setting up ACH. Payments must be received within forty-five (45) calendar days after the end of each quarterly reporting period.

Office of Management and Enterprise Services  
P.O. Box 248984  
Oklahoma City, Oklahoma 73124-8984

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.

**EV00000607**  
**Pricing Template**  
**Exhibit 3**

**Instructions:**

1. For each category price the job titles you support within each category, provide hourly not-to-exceed rates for each level
2. Pricing must include travel, delivery, shipping, or any other combination of external prices. Hourly Pricing must be what Agencies / Affiliates pay.

**Note:**

1. You may add more lines as needed.

Item ID	Catagories	Title	Level I, II & III	Hourly Pricing
A	Administrative Support (including office & clerical)			
	Office & Clerical	Administrative Assistant	Level 1	\$33
	Office & Clerical	Administrative Assistant	Level 2	\$38
	Office & Clerical	Administrative Assistant	Level 3	\$44
	Office & Clerical	Data Entry Clerk	Level 1	\$29
	Office & Clerical	Data Entry Clerk	Level 2	\$31
	Office & Clerical	Data Entry Clerk	Level 3	\$34
	Office & Clerical	Receptionist	Level 1	\$27
	Office & Clerical	Receptionist	Level 2	\$30
	Office & Clerical	Receptionist	Level 3	\$33
	Office & Clerical	Administrative Coordinator	Level 1	\$31
	Office & Clerical	Administrative Coordinator	Level 2	\$34
	Office & Clerical	Administrative Coordinator	Level 3	\$37
	Office & Clerical	Customer Service Representative	Level 1	\$29
	Office & Clerical	Customer Service Representative	Level 2	\$31
	Office & Clerical	Customer Service Representative	Level 3	\$34
	Office & Clerical	Document Specialist	Level 1	\$29
	Office & Clerical	Document Specialist	Level 2	\$31
	Office & Clerical	Document Specialist	Level 3	\$34
	Office & Clerical	Payroll Clerk	Level 1	\$27.88
	Office & Clerical	Payroll Clerk	Level 2	\$31
	Office & Clerical	Payroll Clerk	Level 3	\$35
	Office & Clerical	HR Assistant	Level 1	\$27
	Office & Clerical	HR Assistant	Level 2	\$30
	Office & Clerical	HR Assistant	Level 3	\$33
	Office & Clerical	Front Desk Coordinator	Level 1	\$26.52
	Office & Clerical	Front Desk Coordinator	Level 2	\$29
	Office & Clerical	Front Desk Coordinator	Level 3	\$31
	Office & Clerical	Office Manager	Level 1	\$30
	Office & Clerical	Office Manager	Level 2	\$34
	Office & Clerical	Office Manager	Level 3	\$37
	Office & Clerical	Compliance Assistant	Level 1	\$34
	Office & Clerical	Compliance Assistant	Level 2	\$41
	Office & Clerical	Compliance Assistant	Level 3	\$49
	Office & Clerical	Operations Assistant	Level 1	\$33
	Office & Clerical	Operations Assistant	Level 2	\$38
	Office & Clerical	Operations Assistant	Level 3	\$44
	Office & Clerical	Call Center Representative	Level 1	\$29
	Office & Clerical	Call Center Representative	Level 2	\$31
	Office & Clerical	Call Center Representative	Level 3	\$34
	Office & Clerical	Procurement Clerk	Level 1	\$27.88
	Office & Clerical	Procurement Clerk	Level 2	\$31
	Office & Clerical	Procurement Clerk	Level 3	\$34
	Office & Clerical	Research Assistant	Level 1	\$31
	Office & Clerical	Research Assistant	Level 2	\$38
	Office & Clerical	Research Assistant	Level 3	\$48
	Office & Clerical	Data Coordinator	Level 1	\$29

	Office & Clerical	Data Coordinator	Level 2	\$31
	Office & Clerical	Data Coordinator	Level 3	\$34
	Office & Clerical	Billing Clerk	Level 1	\$30
	Office & Clerical	Billing Clerk	Level 2	\$34
	Office & Clerical	Billing Clerk	Level 3	\$38
	Office & Clerical	Marketing Assistant	Level 1	\$34
	Office & Clerical	Marketing Assistant	Level 2	\$39
	Office & Clerical	Marketing Assistant	Level 3	\$48
	Office & Clerical	Training Coordinator	Level 1	\$35
	Office & Clerical	Training Coordinator	Level 2	\$45
	Office & Clerical	Training Coordinator	Level 3	\$52
	Office & Clerical	Office Technician	Level 1	\$29
	Office & Clerical	Office Technician	Level 2	\$31
	Office & Clerical	Office Technician	Level 3	\$35
	Office & Clerical	Operations Clerk	Level 1	\$29
	Office & Clerical	Operations Clerk	Level 2	\$31
	Office & Clerical	Operations Clerk	Level 3	\$34.82
	Office & Clerical	Client Services Representative	Level 1	\$30
	Office & Clerical	Client Services Representative	Level 2	\$34
	Office & Clerical	Client Services Representative	Level 3	\$38
<b>B</b>	<b>Commercial / Industrial Workers</b>			
	Commercial / Industrial Workers	Warehouse Worker	Level 1	\$22
	Commercial / Industrial Workers	Warehouse Worker	Level 2	\$23
	Commercial / Industrial Workers	Warehouse Worker	Level 3	\$26
	Commercial / Industrial Workers	Construction Laborer	Level 1	\$24
	Commercial / Industrial Workers	Construction Laborer	Level 2	\$26
	Commercial / Industrial Workers	Construction Laborer	Level 3	\$29
	Commercial / Industrial Workers	General Laborer	Level 1	\$22
	Commercial / Industrial Workers	General Laborer	Level 2	\$23
	Commercial / Industrial Workers	General Laborer	Level 3	\$26
	Commercial / Industrial Workers	HVAC Technician	Level 1	\$33
	Commercial / Industrial Workers	HVAC Technician	Level 2	\$35
	Commercial / Industrial Workers	HVAC Technician	Level 3	\$38
	Commercial / Industrial Workers	Electrician	Level 1	\$35
	Commercial / Industrial Workers	Electrician	Level 2	\$38
	Commercial / Industrial Workers	Electrician	Level 3	\$41
	Commercial / Industrial Workers	Equipment Operator	Level 1	\$26
	Commercial / Industrial Workers	Equipment Operator	Level 2	\$27
	Commercial / Industrial Workers	Equipment Operator	Level 3	\$30
	Commercial / Industrial Workers	Heavy Equipment Operator	Level 1	\$26
	Commercial / Industrial Workers	Heavy Equipment Operator	Level 2	\$27
	Commercial / Industrial Workers	Heavy Equipment Operator	Level 3	\$30
	Commercial / Industrial Workers	Safety Officer	Level 1	\$29
	Commercial / Industrial Workers	Safety Officer	Level 2	\$31
	Commercial / Industrial Workers	Safety Officer	Level 3	\$34
	Commercial / Industrial Workers	Manufacturing Technician	Level 1	\$29
	Commercial / Industrial Workers	Manufacturing Technician	Level 2	\$30
	Commercial / Industrial Workers	Manufacturing Technician	Level 3	\$33
	Commercial / Industrial Workers	Quality Control Inspector	Level 1	\$30
	Commercial / Industrial Workers	Quality Control Inspector	Level 2	\$33
	Commercial / Industrial Workers	Quality Control Inspector	Level 3	\$35
	Commercial / Industrial Workers	Environmental Technician	Level 1	\$29
	Commercial / Industrial Workers	Environmental Technician	Level 2	\$30
	Commercial / Industrial Workers	Environmental Technician	Level 3	\$33
	Commercial / Industrial Workers	Industrial Engineer	Level 1	\$53
	Commercial / Industrial Workers	Industrial Engineer	Level 2	\$61
	Commercial / Industrial Workers	Industrial Engineer	Level 3	\$75
	Commercial / Industrial Workers	Mechanical Technician	Level 1	\$27
	Commercial / Industrial Workers	Mechanical Technician	Level 2	\$30
	Commercial / Industrial Workers	Mechanical Technician	Level 3	\$33
	Commercial / Industrial Workers	Field Technician	Level 1	\$29
	Commercial / Industrial Workers	Field Technician	Level 2	\$30
	Commercial / Industrial Workers	Field Technician	Level 3	\$33
	Commercial / Industrial Workers	Production Planner	Level 1	\$37
	Commercial / Industrial Workers	Production Planner	Level 2	\$41
	Commercial / Industrial Workers	Production Planner	Level 3	\$45

	Commercial / Industrial Workers	Industrial Safety Specialist	Level 1	\$39
	Commercial / Industrial Workers	Industrial Safety Specialist	Level 2	\$44
	Commercial / Industrial Workers	Industrial Safety Specialist	Level 3	\$48
	Commercial / Industrial Workers	Packaging Specialist	Level 1	\$39
	Commercial / Industrial Workers	Packaging Specialist	Level 2	\$42
	Commercial / Industrial Workers	Packaging Specialist	Level 3	\$45
<b>C</b>	<b>Healthcare Staffing Services (clinical)</b>			
	Healthcare Staffing Services (clinical)	Registered Nurse	Level 1	\$60
	Healthcare Staffing Services (clinical)	Registered Nurse	Level 2	\$75
	Healthcare Staffing Services (clinical)	Registered Nurse	Level 3	\$120
	Healthcare Staffing Services (clinical)	Licensed Practical Nurse	Level 1	\$45
	Healthcare Staffing Services (clinical)	Licensed Practical Nurse	Level 2	\$65
	Healthcare Staffing Services (clinical)	Licensed Practical Nurse	Level 3	\$75
	Healthcare Staffing Services (clinical)	Medical Assistant	Level 1	\$40
	Healthcare Staffing Services (clinical)	Medical Assistant	Level 2	\$50
	Healthcare Staffing Services (clinical)	Medical Assistant	Level 3	\$60
	Healthcare Staffing Services (clinical)	Physician Assistant	Level 1	\$75
	Healthcare Staffing Services (clinical)	Physician Assistant	Level 2	\$100
	Healthcare Staffing Services (clinical)	Physician Assistant	Level 3	\$120
	Healthcare Staffing Services (clinical)	Physical Therapist	Level 1	\$55
	Healthcare Staffing Services (clinical)	Physical Therapist	Level 2	\$70
	Healthcare Staffing Services (clinical)	Physical Therapist	Level 3	\$95
	Healthcare Staffing Services (clinical)	Occupational Therapist	Level 1	\$60
	Healthcare Staffing Services (clinical)	Occupational Therapist	Level 2	\$85
	Healthcare Staffing Services (clinical)	Occupational Therapist	Level 3	\$115
	Healthcare Staffing Services (clinical)	Registered Dietitian	Level 1	\$60
	Healthcare Staffing Services (clinical)	Registered Dietitian	Level 2	\$85
	Healthcare Staffing Services (clinical)	Registered Dietitian	Level 3	\$115
	Healthcare Staffing Services (clinical)	Radiologic Technologist	Level 1	\$50
	Healthcare Staffing Services (clinical)	Radiologic Technologist	Level 2	\$70
	Healthcare Staffing Services (clinical)	Radiologic Technologist	Level 3	\$95
	Healthcare Staffing Services (clinical)	Medical Technologist	Level 1	\$55
	Healthcare Staffing Services (clinical)	Medical Technologist	Level 2	\$80
	Healthcare Staffing Services (clinical)	Medical Technologist	Level 3	\$100
	Healthcare Staffing Services (clinical)	Respiratory Therapist	Level 1	\$55
	Healthcare Staffing Services (clinical)	Respiratory Therapist	Level 2	\$75
	Healthcare Staffing Services (clinical)	Respiratory Therapist	Level 3	\$100
	Healthcare Staffing Services (clinical)	Nurse Practitioner	Level 1	\$135
	Healthcare Staffing Services (clinical)	Nurse Practitioner	Level 2	\$165
	Healthcare Staffing Services (clinical)	Nurse Practitioner	Level 3	\$100
	Healthcare Staffing Services (clinical)	Clinical Psychologist	Level 1	\$80
	Healthcare Staffing Services (clinical)	Clinical Psychologist	Level 2	\$100
	Healthcare Staffing Services (clinical)	Clinical Psychologist	Level 3	\$135
	Healthcare Staffing Services (clinical)	Pharmacist	Level 1	\$80
	Healthcare Staffing Services (clinical)	Pharmacist	Level 2	\$100
	Healthcare Staffing Services (clinical)	Pharmacist	Level 3	\$120
	Healthcare Staffing Services (clinical)	Surgery Technician	Level 1	\$45
	Healthcare Staffing Services (clinical)	Surgery Technician	Level 2	\$55
	Healthcare Staffing Services (clinical)	Surgery Technician	Level 3	\$65
	Healthcare Staffing Services (clinical)	Anesthesiologist Assistant	Level 1	\$75
	Healthcare Staffing Services (clinical)	Anesthesiologist Assistant	Level 2	\$105
	Healthcare Staffing Services (clinical)	Anesthesiologist Assistant	Level 3	\$125
	Healthcare Staffing Services (clinical)	Clinical Research Coordinator	Level 1	\$50
	Healthcare Staffing Services (clinical)	Clinical Research Coordinator	Level 2	\$70
	Healthcare Staffing Services (clinical)	Clinical Research Coordinator	Level 3	\$95
	Healthcare Staffing Services (clinical)	ICU Nurse	Level 1	\$85
	Healthcare Staffing Services (clinical)	ICU Nurse	Level 2	\$100
	Healthcare Staffing Services (clinical)	ICU Nurse	Level 3	\$120
	Healthcare Staffing Services (clinical)	Surgical Assistant	Level 1	\$50
	Healthcare Staffing Services (clinical)	Surgical Assistant	Level 2	\$65
	Healthcare Staffing Services (clinical)	Surgical Assistant	Level 3	\$85
	Healthcare Staffing Services (clinical)	Cardiac Technician	Level 1	\$45

	Healthcare Staffing Services (clinical)	Cardiac Technician	Level 2	\$60
	Healthcare Staffing Services (clinical)	Cardiac Technician	Level 3	\$75
	Healthcare Staffing Services (clinical)	Orthopedic Technician	Level 1	\$45
	Healthcare Staffing Services (clinical)	Orthopedic Technician	Level 2	\$65
	Healthcare Staffing Services (clinical)	Orthopedic Technician	Level 3	\$85
	Healthcare Staffing Services (clinical)	Neurology Technician	Level 1	\$45
	Healthcare Staffing Services (clinical)	Neurology Technician	Level 2	\$65
	Healthcare Staffing Services (clinical)	Neurology Technician	Level 3	\$85
	Healthcare Staffing Services (clinical)	Ultrasound Technologist	Level 1	\$85
	Healthcare Staffing Services (clinical)	Ultrasound Technologist	Level 2	\$100
	Healthcare Staffing Services (clinical)	Ultrasound Technologist	Level 3	\$120
	Healthcare Staffing Services (clinical)	Medical Scribe	Level 1	\$40
	Healthcare Staffing Services (clinical)	Medical Scribe	Level 2	\$50
	Healthcare Staffing Services (clinical)	Medical Scribe	Level 3	\$60
	Healthcare Staffing Services (clinical)	Dental Hygienist	Level 1	\$60
	Healthcare Staffing Services (clinical)	Dental Hygienist	Level 2	\$70
	Healthcare Staffing Services (clinical)	Dental Hygienist	Level 3	\$95
	Healthcare Staffing Services (clinical)	Dialysis Nurse	Level 1	\$80
	Healthcare Staffing Services (clinical)	Dialysis Nurse	Level 2	\$85
	Healthcare Staffing Services (clinical)	Dialysis Nurse	Level 3	\$100
<b>D</b>	<b>Healthcare Staffing Services (non-clinical)</b>			
	Healthcare Staffing Services (non-clinical)	Medical Office Administrator	Level 1	\$30
	Healthcare Staffing Services (non-clinical)	Medical Office Administrator	Level 2	\$35
	Healthcare Staffing Services (non-clinical)	Medical Office Administrator	Level 3	\$40
	Healthcare Staffing Services (non-clinical)	Billing Specialist	Level 1	\$35
	Healthcare Staffing Services (non-clinical)	Billing Specialist	Level 2	\$40
	Healthcare Staffing Services (non-clinical)	Billing Specialist	Level 3	\$45
	Healthcare Staffing Services (non-clinical)	Medical Coder	Level 1	\$45
	Healthcare Staffing Services (non-clinical)	Medical Coder	Level 2	\$50
	Healthcare Staffing Services (non-clinical)	Medical Coder	Level 3	\$55
	Healthcare Staffing Services (non-clinical)	Health Information Technician	Level 1	\$28
	Healthcare Staffing Services (non-clinical)	Health Information Technician	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Health Information Technician	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Medical Records Clerk	Level 1	\$27
	Healthcare Staffing Services (non-clinical)	Medical Records Clerk	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Medical Records Clerk	Level 3	\$33
	Healthcare Staffing Services (non-clinical)	Front Desk Receptionist	Level 1	\$25
	Healthcare Staffing Services (non-clinical)	Front Desk Receptionist	Level 2	\$27
	Healthcare Staffing Services (non-clinical)	Front Desk Receptionist	Level 3	\$29
	Healthcare Staffing Services (non-clinical)	Medical Scheduler	Level 1	\$27
	Healthcare Staffing Services (non-clinical)	Medical Scheduler	Level 2	\$29
	Healthcare Staffing Services (non-clinical)	Medical Scheduler	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Insurance Verification Specialist	Level 1	\$30
	Healthcare Staffing Services (non-clinical)	Insurance Verification Specialist	Level 2	\$32
	Healthcare Staffing Services (non-clinical)	Insurance Verification Specialist	Level 3	\$34
	Healthcare Staffing Services (non-clinical)	Patient Care Coordinator	Level 1	\$28
	Healthcare Staffing Services (non-clinical)	Patient Care Coordinator	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Patient Care Coordinator	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Medical Transcriptionist	Level 1	\$28
	Healthcare Staffing Services (non-clinical)	Medical Transcriptionist	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Medical Transcriptionist	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Medical Office Assistant	Level 1	\$28

	Healthcare Staffing Services (non-clinical)	Medical Office Assistant	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Medical Office Assistant	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Health Program Coordinator	Level 1	\$28
	Healthcare Staffing Services (non-clinical)	Health Program Coordinator	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Health Program Coordinator	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Behavioral Health Technician	Level 1	\$28
	Healthcare Staffing Services (non-clinical)	Behavioral Health Technician	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Behavioral Health Technician	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Medical Records Administrator	Level 1	\$28
	Healthcare Staffing Services (non-clinical)	Medical Records Administrator	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Medical Records Administrator	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Healthcare Operations Manager	Level 1	\$50
	Healthcare Staffing Services (non-clinical)	Healthcare Operations Manager	Level 2	\$55
	Healthcare Staffing Services (non-clinical)	Healthcare Operations Manager	Level 3	\$60
	Healthcare Staffing Services (non-clinical)	Healthcare Analyst	Level 1	\$50
	Healthcare Staffing Services (non-clinical)	Healthcare Analyst	Level 2	\$55
	Healthcare Staffing Services (non-clinical)	Healthcare Analyst	Level 3	\$60
	Healthcare Staffing Services (non-clinical)	Medical Claims Analyst	Level 1	\$35
	Healthcare Staffing Services (non-clinical)	Medical Claims Analyst	Level 2	\$40
	Healthcare Staffing Services (non-clinical)	Medical Claims Analyst	Level 3	\$45
	Healthcare Staffing Services (non-clinical)	HIPAA Compliance Specialist	Level 1	\$30
	Healthcare Staffing Services (non-clinical)	HIPAA Compliance Specialist	Level 2	\$32
	Healthcare Staffing Services (non-clinical)	HIPAA Compliance Specialist	Level 3	\$34
	Healthcare Staffing Services (non-clinical)	Compliance Coordinator	Level 1	\$45
	Healthcare Staffing Services (non-clinical)	Compliance Coordinator	Level 2	\$50
	Healthcare Staffing Services (non-clinical)	Compliance Coordinator	Level 3	\$55
	Healthcare Staffing Services (non-clinical)	Healthcare Consultant	Level 1	\$35
	Healthcare Staffing Services (non-clinical)	Healthcare Consultant	Level 2	\$40
	Healthcare Staffing Services (non-clinical)	Healthcare Consultant	Level 3	\$45
	Healthcare Staffing Services (non-clinical)	Patient Care Specialist	Level 1	\$28
	Healthcare Staffing Services (non-clinical)	Patient Care Specialist	Level 2	\$30
	Healthcare Staffing Services (non-clinical)	Patient Care Specialist	Level 3	\$32
	Healthcare Staffing Services (non-clinical)	Medical Assistant Supervisor	Level 1	\$34
	Healthcare Staffing Services (non-clinical)	Medical Assistant Supervisor	Level 2	\$36
	Healthcare Staffing Services (non-clinical)	Medical Assistant Supervisor	Level 3	\$38
<b>E</b>	<b>Professional Services (other than IT)</b>			
	Professional Services (other than IT)	Project Manager	Level 1	\$87
	Professional Services (other than IT)	Project Manager	Level 2	\$95
	Professional Services (other than IT)	Project Manager	Level 3	\$106
	Professional Services (other than IT)	Business Analyst	Level 1	\$65
	Professional Services (other than IT)	Business Analyst	Level 2	\$75
	Professional Services (other than IT)	Business Analyst	Level 3	\$86
	Professional Services (other than IT)	Marketing Coordinator	Level 1	\$52
	Professional Services (other than IT)	Marketing Coordinator	Level 2	\$64
	Professional Services (other than IT)	Marketing Coordinator	Level 3	\$79
	Professional Services (other than IT)	HR Specialist	Level 1	\$48
	Professional Services (other than IT)	HR Specialist	Level 2	\$57
	Professional Services (other than IT)	HR Specialist	Level 3	\$65
	Professional Services (other than IT)	Financial Analyst	Level 1	\$49
	Professional Services (other than IT)	Financial Analyst	Level 2	\$65
	Professional Services (other than IT)	Financial Analyst	Level 3	\$80.92



	Professional Services (other than IT)	Operations Manager	Level 1	\$57
	Professional Services (other than IT)	Operations Manager	Level 2	\$69
	Professional Services (other than IT)	Operations Manager	Level 3	\$82
	Professional Services (other than IT)	Supply Chain Specialist	Level 1	\$57
	Professional Services (other than IT)	Supply Chain Specialist	Level 2	\$69
	Professional Services (other than IT)	Supply Chain Specialist	Level 3	\$88
	Professional Services (other than IT)	Contract Manager	Level 1	\$49
	Professional Services (other than IT)	Contract Manager	Level 2	\$59.16
	Professional Services (other than IT)	Contract Manager	Level 3	\$73
	Professional Services (other than IT)	Procurement Manager	Level 1	\$61
	Professional Services (other than IT)	Procurement Manager	Level 2	\$75
	Professional Services (other than IT)	Procurement Manager	Level 3	\$88
	Professional Services (other than IT)	Sales Manager	Level 1	\$54
	Professional Services (other than IT)	Sales Manager	Level 2	\$69
	Professional Services (other than IT)	Sales Manager	Level 3	\$88
	Professional Services (other than IT)	Legal Assistant	Level 1	\$35
	Professional Services (other than IT)	Legal Assistant	Level 2	\$42
	Professional Services (other than IT)	Legal Assistant	Level 3	\$54
	Professional Services (other than IT)	Public Relations Specialist	Level 1	\$34
	Professional Services (other than IT)	Public Relations Specialist	Level 2	\$46
	Professional Services (other than IT)	Public Relations Specialist	Level 3	\$61
	Professional Services (other than IT)	Communications Coordinator	Level 1	\$33
	Professional Services (other than IT)	Communications Coordinator	Level 2	\$39
	Professional Services (other than IT)	Communications Coordinator	Level 3	\$49
	Professional Services (other than IT)	Payroll Specialist	Level 1	\$33
	Professional Services (other than IT)	Payroll Specialist	Level 2	\$44
	Professional Services (other than IT)	Payroll Specialist	Level 3	\$56
	Professional Services (other than IT)	Customer Service Manager	Level 1	\$31
	Professional Services (other than IT)	Customer Service Manager	Level 2	\$38
	Professional Services (other than IT)	Customer Service Manager	Level 3	\$46
	Professional Services (other than IT)	Business Development Manager	Level 1	\$42
	Professional Services (other than IT)	Business Development Manager	Level 2	\$57.12
	Professional Services (other than IT)	Business Development Manager	Level 3	\$72
	Professional Services (other than IT)	Operations Analyst	Level 1	\$38
	Professional Services (other than IT)	Operations Analyst	Level 2	\$46
	Professional Services (other than IT)	Operations Analyst	Level 3	\$58
	Professional Services (other than IT)	Risk Manager	Level 1	\$48
	Professional Services (other than IT)	Risk Manager	Level 2	\$68
	Professional Services (other than IT)	Risk Manager	Level 3	\$88

## Section Seven: Response to Specifications and Requirements

### Ability to Meet or Exceed Specifications

Net2Source (N2S) is fully capable of meeting or exceeding the mandatory and non-mandatory specifications outlined in the Solicitation. N2S offers a proven track record in Staffing services, delivering high-quality candidates in alignment with project timelines and requirements. Deliverables, such as candidate sourcing, screening, onboarding, and performance monitoring, will be completed within 5-10 business days from the submission of job requisitions, depending on the complexity and seniority of the roles.

Recruitment Process	Responsibility	Timeline
<b>Client Requisition</b>		
<ul style="list-style-type: none"> <li>Analyze the clients staff requisition and write synopsis of the requisition.</li> <li>Submit position description and client requirements in JobDiva tools</li> </ul>	Account Manager	2-4 hour
<b>Requirement Allocation</b>		
<ul style="list-style-type: none"> <li>Allocate the staffing need to the recruitment team based on skill set</li> </ul>	Recruiting Manager	1-2 hours
<b>Identify Consultant</b>		
<ul style="list-style-type: none"> <li>Assign to N2S Recruitment team lead through JobDiva.</li> <li>Check if there is matching skilled consultant available “on bench.”</li> <li>Identify existing skill sets and candidates within N2S JobDiva database.</li> <li>Share job profiles to all consultants by posting them on our website and sending mailer to approved consultants for referrals.</li> <li>Post job to external job sites (N2S website, Dice, Monster, CareerBuilder)</li> </ul>	Recruiting Manager	4-8 hour
<b>Pre-Screening and Interview</b>		
<ul style="list-style-type: none"> <li>Execute comprehensive prescreening that confirms previous experience, motivation, salary, skill level, and potential team fit. Pre-Screening includes online tests and internal tools.</li> <li>Discuss salary requirements and relocation needs with candidates and update in JobDiva.</li> <li>Evaluate attitude and aptitude by discussing team scenarios.</li> <li>Provide N2S overview and explain the benefits.</li> </ul>	Recruiting Team and SMEs	2-4 hour
<b>Skill Evaluation</b>		

<ul style="list-style-type: none"> <li>• Conduct initial assessment of the candidate's qualifications.</li> <li>• Conduct detailed interviews based on job requirement.</li> </ul> <p><b>Soft Skills Evaluation</b></p> <ul style="list-style-type: none"> <li>• Evaluate candidate's communication, creativity, analytical thinking, diplomacy, flexibility, change-readiness, problem solving, leadership, team building, and listening skills</li> </ul>		
<b>Evaluation</b>		
<ul style="list-style-type: none"> <li>• Prepare the feedback form to summarize the results of the interview and update JobDiva with qualified consultants.</li> <li>• Relay interview results for the Staff</li> <li>• Check consultant's references</li> </ul>	Account Manager/ Recruitment Team	2-4 hour
<b>Submit of Interview</b>		
<ul style="list-style-type: none"> <li>• Create skill matrices matching required skills with experience of consultants to present consistent skill summary to client.</li> <li>• Submit resumes with a Skill summary of the selected consultants and references to client.</li> <li>• Discuss interview schedule with hiring manager for pre-qualified consultants.</li> <li>• Set face to face or telephone interview depending upon the client requirements</li> </ul>	Account Manager	4-6 hour
<b>Security Screening</b>		
<ul style="list-style-type: none"> <li>• Conduct criminal, credit and background check including driving records and sexual offender database search.</li> <li>• Conduct drug checks for selected consultants.</li> <li>• Verification of employment, education, certifications, and licenses</li> </ul>	HR Team	12-24 hour
<b>Onboarding</b>		
<ul style="list-style-type: none"> <li>• Complete paperwork and Conduct e-Verification</li> <li>• Conduct new hire orientation</li> </ul>	HR Team	4-6 hour
<b>Joining</b>		
<ul style="list-style-type: none"> <li>• Inform the joining date of the candidate to district.</li> <li>• Candidate joins the project on specified date</li> </ul>	HR Team /Account Manager	6-8 hour
<b>Ongoing Support and Training</b>		
<ul style="list-style-type: none"> <li>• Conduct training on a need/project basis.</li> <li>• Update PDP (Personal Development Plan) of each consultant</li> </ul>	HR Team/Account manager	As per Authority request

## Our Similar Successful Placements

Client Names	Services Provided
Alabama State University	SQL Database Administrator, Network Engineer, ETL Developer, Secretary, Network Engineer, Security Engineer, Administrative Assistant, System Engineer, Application Support Analyst, Enterprise Risk Manager, Business Analyst, Data Entry Clerk, Budget Officer, Procurement Coordinator, Customer Service Representative, Records Clerk
Adams State University	NET Developer, Full Stack Developer, Data Scientist, Test Manager, iOS Device Management Engineer, Data Architect, Desktop Support, Helpdesk L1 and L3, Quality Assurance Analyst, UNIX/Linux Server Engineer, Desktop Network Engineer, Change Management, Labor, Administrative Assistant, Quality Inspector, Senior Operations Engineer,
Atlanta Public Schools	Certified Nursing Assistant (CNA), Staff Nurse, Caregiver, Health Information Clerk, Medical Scheduler
Bellingham Schools	Business Analyst, Project Manager Data Scientist, Management Consulting, Network Engineer, System Engineer, Help Desk, Identity Management Developer, Language Interpreter
Alabama State University	Technical Business Analyst, Quality Assurance Analyst, Business Analyst, System Administrator, System Analyst, Helpdesk Support, GIS Database Administrator, Litigation Technician, Legal Assistant
Bluewater College School Board	SQL Database Administrator, Network Engineer, ETL Developer, Project Manager, .NET Developer, Systems Administrator, Business Analyst, Technical Writer, Test Manager, Compliance Analyst
State of Colorado	Technical Writer, Network Engineer, Systems Administrator, ETL Developer, Executive Secretary, Finance Clerk, Policy Analyst, Training Assistant, Payroll Specialist
Boston University	Project Manager, Technical Writer, Administrative Assistant, Office Clerk, ETL Developer, Business Analyst, .NET Developer, Systems Administrator, Director of Nursing, Inventory Clerk, Senior Administrative Specialist
Cognizant	Accounting Manager, Data Entry Clerk, Cost Accountant, Internal Audit Project Manager, Accounts

	Manager, Data Centre/Systems Administrator, IT System Design, Solutions Architect, App Developer, Technicians, GIS Analyst, Business Data Analyst, Quality Assurance Engineer
Virtusa	Salesforce Developer, Senior SAS Programmer Analyst, Senior Software Engineer, Software Architect, Quality Engineer, Senior Software Developer, .Net Architect, Unix Developer
LTIMindtree	QA/QC Inspector, Applications Systems Specialist, Cisco Network Administrator, QA Tester, IT System Design, Business Data Analyst, Quality Assurance Engineer, Executive Secretary, Finance Clerk
IBM	Desktop Engineer, Specialist COOSP Support, SQL DB, Sr. Test Engineer, Business Analyst, Project Analyst, VBA Developer, Senior Database Administrator, J2EE Architect
American Airlines	Project Manager, Administrative Assistant, Office Clerk, Systems Administrator

### **Our Commonly Filled Positions**

Position Titles			
Office Manager	HR Manager	IT Specialist	Data Entry Clerk
Executive Assistant	Financial Analyst	Software Developer	Receptionist
Administrative Assistant	Marketing Manager	Network Administrator	Office Clerk
Facilities Manager	Project Manager	Database Administrator	Mailroom Clerk
Project Coordinator	Business Analyst	Systems Analyst	Filing Clerk
Office Coordinator	Sales Manager	Web Developer	Records Clerk
Administrative Coordinator	Operations Manager	IT Support Specialist	Customer Service Clerk
Executive Secretary	Product Manager	Security Analyst	Front Desk Clerk
Personal Assistant	Account Manager	Cloud Engineer	Data Entry Specialist
Administrative Officer	Risk Manager	IT Project Manager	Administrative Assistant
Office Supervisor	Compliance Officer	Technical Support Specialist	Receptionist Clerk
Administrative Manager	Financial Controller	DevOps Engineer	Office Support Specialist
Receptionist	Legal Advisor	Network Engineer	Clerical Supervisor

Office Clerk	Recruitment Manager	Application Developer	Data Entry Clerk
Records Manager	Healthcare Administrator	IT Consultant	Data Processor
Operations Manager	Business Development Manager	Systems Engineer	Administrative Clerk
Executive Administrator	Communications Manager	Software Engineer	Office Assistant
Office Administrator	Training Manager	Technical Architect	Filing Clerk
Program Coordinator	Strategy Consultant	Hardware Engineer	Office Clerk
Office Assistant	Corporate Trainer	IT Analyst	Clerical Assistant
Budget Analyst	Logistics Manager	Technical Project Manager	Data Entry Specialist
Administrative Associate	Public Relations Manager	Systems Administrator	Receptionist Clerk
HR Coordinator	Operations Specialist	IT Director	Records Specialist
Data Entry Specialist	Compliance Manager	Network Support Specialist	Mailroom Clerk
Scheduling Coordinator	Finance Director	Application Support Specialist	Office Assistant
Office Support Specialist	Product Development Manager	IT Support Analyst	Data Entry Specialist
Clerical Supervisor	Quality Assurance Manager	IT Systems Manager	Administrative Assistant
Administrative Specialist	Senior Consultant	Software Support Specialist	Receptionist Clerk
Travel Coordinator	Program Manager	IT Security Specialist	Office Clerk
Event Coordinator	Business Intelligence Analyst	Web Administrator	Filing Clerk
Administrative Support	Risk Analyst	IT Technician	Data Entry Clerk
Procurement Coordinator	Organizational Development Manager	System Architect	Customer Service Clerk
IT Administrative Assistant	Senior Financial Analyst	Network Specialist	Office Support Specialist

Billing Coordinator	Talent Acquisition Specialist	Technical Support Analyst	Clerical Assistant
Customer Service Manager	Senior Operations Manager	Cloud Solutions Architect	Receptionist
Facilities Coordinator	Healthcare Consultant	IT Manager	Data Processor
Administrative Services Manager	Corporate Strategy Manager	Technical Solutions Manager	Office Clerk
Payroll Specialist	Senior Business Analyst	IT Engineer	Clerical Supervisor
Inventory Coordinator	Digital Marketing Manager	Systems Developer	Administrative Clerk
Office Operations Manager	Brand Manager	IT Systems Specialist	Mailroom Clerk
Office Manager Assistant	Senior HR Consultant	Technical Project Lead	Data Entry Specialist
Support Specialist	Strategic Planner	IT Support Technician	Customer Service Clerk
Data Coordinator	IT Operations Manager	Database Developer	Filing Clerk
Contract Administrator	Program Assistant	IT Solutions Architect	Office Assistant
Executive Office Manager	Senior Marketing Consultant	IT Project Coordinator	Receptionist Clerk
Mailroom Supervisor	Senior Administrative Assistant	IT Infrastructure Manager	Records Clerk
Administrative Support Specialist	Office Manager	Technical Services Manager	Data Entry Specialist
HR Assistant	Senior Compliance Manager	IT Project Analyst	Office Clerk
Senior Administrative Assistant	Chief Financial Officer	Technical Operations Manager	Clerical Assistant
Executive Office Coordinator	Program Manager	IT Operations Specialist	Data Entry Clerk
Legal Administrative Assistant	Market Research Analyst	Software Support Analyst	Receptionist



Conference Coordinator	Executive Administrative Assistant	IT Manager	Filing Clerk
Administrative Services Coordinator	Business Operations Manager	Technical Support Analyst	Office Clerk
Office Management Assistant	Senior Risk Analyst	Systems Support Specialist	Data Entry Specialist
Reception Coordinator	Senior Executive Assistant	IT Security Analyst	Clerical Supervisor
Administrative Clerk	Project Coordinator	Technical Consultant	Office Assistant
Program Assistant	Financial Planner	Technical Writer	Data Entry Clerk
Senior Administrative Coordinator	IT Risk Manager	Cloud Architect	Records Clerk
Office Systems Coordinator	Franchise Manager	IT Help Desk Specialist	Filing Clerk
Executive Administration Coordinator	Administrative Operations Specialist	IT Solutions Specialist	Office Clerk
Office Support Manager	Talent Management Specialist	Technical Analyst	Customer Service Clerk
Administrative Services Analyst	Finance Manager	IT Infrastructure Engineer	Data Entry Clerk
Senior Office Administrator	Program Director	IT Project Specialist	Filing Clerk
Office Operations Analyst	Chief Commercial Officer	Systems Engineer	Clerical Assistant
Assistant Program Manager	Market Intelligence Manager	IT Architect	Office Clerk
Administrative Team Lead	Strategic Projects Manager	Technical Support Engineer	Records Clerk
Office Management Coordinator	Director of Business Development	IT Systems Architect	Data Entry Specialist
Administrative Executive Assistant	Senior Business Development Manager	IT Specialist	Receptionist
Senior Administrative Officer	Senior Risk Manager	Cloud Solutions Specialist	Filing Clerk



Office Coordination Specialist	Chief Technology Officer	Technical Support Specialist	Data Processor
Administrative Operations Lead	Director of Operations	IT Operations Specialist	Clerical Assistant
Senior Office Manager	Senior Marketing Manager	IT Solutions Consultant	Office Assistant
Executive Office Specialist	Director of Strategic Initiatives	Technical Lead	Customer Service Clerk
Office Executive	Head of Operations	Technical Program Manager	Filing Clerk
Administrative Services Officer	Senior Data Scientist	IT Solutions Engineer	Data Entry Clerk
Facilities Specialist	Senior Financial Consultant	IT Network Engineer	Clerical Supervisor
Administrative Operations Manager	Director of Technology	Systems Support Analyst	Office Clerk
Senior Office Administrator	Technical Operations Lead	IT Consultant	Data Entry Specialist
Administrative Services Manager	Head of IT Operations	Cloud Solutions Manager	Receptionist
Executive Office Manager	Senior Strategic Planner	IT Architect	Filing Clerk
Office Services Coordinator	Senior Product Manager	IT Help Desk Manager	Customer Service Clerk
Administrative Support Lead	Strategic Account Manager	Technical Support Manager	Data Entry Specialist
Operations Support Specialist	Director of Technology Strategy	IT Service Manager	Clerical Assistant
Admin Office Specialist	Director of Corporate Strategy	IT Security Manager	Office Clerk
Executive Coordinator	Senior Compliance Analyst	Technical Support Lead	Records Clerk
Office Scheduling Coordinator	Senior Public Relations Manager	IT Project Manager	Filing Clerk
Admin Services Manager	Director of Market Research	IT Technical Lead	Data Entry Clerk
Administrative Services Specialist	IT Operations Lead	Technical Project Manager	Office Assistant
Senior Office Executive	Head of Business Operations	IT Systems Consultant	Clerical Supervisor

Office Management Coordinator	Director of IT Infrastructure	Technical Solutions Lead	Filing Clerk
Administrative Operations Manager	Chief Strategy Officer	IT Support Lead	Data Entry Specialist
Senior Administrative Coordinator	IT Risk Manager	Technical Solutions Architect	Receptionist
Executive Administrative Coordinator	Director of IT Operations	Systems Consultant	Office Clerk
Office Support Specialist	Senior Operations Manager	Technical Specialist	Clerical Assistant
Administrative Lead	Director of Financial Analysis	IT Systems Manager	Data Entry Clerk
Senior Program Manager	Head of IT Security	Technical Operations Specialist	Receptionist
Office Services Manager	Director of Technical Operations	IT Project Coordinator	Filing Clerk
Administrative Operations Lead	Director of Business Strategy	Technical Project Coordinator	Data Entry Specialist
Executive Office Manager	Head of Technical Services	IT Program Manager	Customer Service Clerk
Administrative Specialist	Director of IT Strategy	Technical Support Analyst	Clerical Supervisor

### **Manufacturers' Names, Brand Names, and Equivalents**

N2S does not rely on specific brand names or manufacturers in the delivery of staffing services. However, we ensure that all technology platforms, tools, and resources utilized are of the latest industry standards, delivering competitive and reliable staffing solutions. All proposed equivalent solutions will meet or exceed the specifications provided, and any necessary supporting details will be clearly outlined in our bid response.

### **New Technology and Design**

N2S delivers services using the most current recruitment technology and software to ensure an efficient, transparent, and seamless staffing process. As an industry leader, we leverage JobDiva, a state-of-the-art recruitment platform, to streamline candidate sourcing, vetting, and onboarding. We do not offer reconditioned or outdated technology or services unless specifically requested by OMES.

### **VPAT (Voluntary Product Accessibility Template)**

As staffing services do not involve the provision of hardware or software products requiring VPAT certification, this section is not applicable. Should any technology-based solutions be necessary, N2S will comply with all accessibility standards and provide relevant documentation.

### **Security Certification and Accreditation Assessment**

As part of our staffing services, if access to sensitive data is required, N2S is prepared to complete the Security Certification and Accreditation Assessment as needed. We also offer Standardized Information Gathering (SIG) assessments and are compliant with industry-standard security protocols, including ISO 27001 and SOC 2 compliance, to ensure confidentiality, integrity, and availability of data.

### **Service Level Agreements (SLAs)**

N2S is committed to maintaining high service standards, and we are prepared to negotiate and agree upon Service Level Agreements (SLAs) that ensure timely delivery and quality assurance. Our proposed SLAs will focus on key performance indicators such as response times, candidate quality, retention rates, and client satisfaction.

### **Statement of Work (SOW)**

N2S is committed to providing a robust, responsive, and flexible approach to meet the staffing services needs of OMES. We understand that the purpose of this RFP is to enter a contract with multiple Contractors for the supply of temporary staff to meet the requirements of the department.

We understand the critical role that the staff plays in maintaining the smooth functioning of client's environments, especially at a facility as prominent as OMES. To conclude, N2S is prepared to provide qualified and experienced professionals for a range of staffing positions, including but not limited to Administrative Support, Healthcare, Commercial, Non-Clinical, etc. We are not using any subcontractor on this project. Our extensive network of professionals ensures that we can meet OMES's diverse staffing requirements promptly and effectively.

N2S assures the provision of temporary staffing services within 24 hours of request. We have established robust protocols to ensure immediate response and placement of qualified personnel, minimizing any potential disruptions to OMES's operations. Should any unforeseen circumstances arise that prevent us from meeting this timeline, we will notify OMES immediately, both verbally and in writing, and take all necessary steps to mitigate any impact.

Our commitment to quality extends to our staffing requirements, where we adhere strictly to Joint Commission standards, EEOC guidelines, and OMES policies. N2S employs a thorough screening process for all staff, including verification of academic background,

work records, criminal background checks, and references, as well as primary source verification of certifications, degrees, and licenses. We also ensure that all necessary medical clearances and other job-specific screenings are completed in compliance with applicable regulations.

To ensure the highest level of service, N2S will conduct follow-ups within seventy-two hours of each placement to verify that the assigned individual meets the requirements and expectations of the OMES department.

We are also committed to providing detailed monthly and ad-hoc reporting on all placements, detailing costs, job categories, staff names, supervisors, placement dates, and durations. These reports will be available in Microsoft Excel format to facilitate ease of analysis and review. Additionally, we will maintain all relevant records for seven years from the date of final payment, ensuring full transparency and accountability.

### **Contract Management**

N2S has developed a robust contract management plan designed to ensure the successful completion of the contract in full alignment within the required schedule. Our approach to managing, controlling, and supervising the contract is rooted in our extensive experience in delivering staffing services and is built around clear communication, proactive oversight, and rigorous quality control.

### **Contract Management and Supervision Approach**

N2S will assign a dedicated Contract Manager who will serve as the primary point of contact for the OMES throughout the duration of the contract. This Contract Manager will be responsible for overseeing all aspects of the contract, ensuring that all deliverables are met according to the agreed-upon timeline, and addressing any issues that may arise promptly and effectively.

The Contract Manager will be supported by a team of experienced professionals, including Project Coordinators, Recruitment Specialists, and Quality Assurance Personnel. This team will work collaboratively to manage the day-to-day operations of the contract, including the sourcing, placement, and ongoing support staff. Our management structure is designed to ensure that every aspect of the contract is carefully monitored and controlled, with clear lines of responsibility and accountability.

### **Communication Strategy**

Effective communication is at the heart of our contract management approach. N2S will establish a comprehensive communication plan to ensure that clients are kept informed of all relevant developments and that there is a continuous exchange of information between our teams.

- **Regular Status Meetings:** N2S will conduct regular status meetings with the client to discuss the progress of the contract, review any challenges or concerns, and plan

for upcoming tasks. These meetings will be scheduled on a weekly or bi-weekly basis, depending on the client's preferences and the specific needs of the contract. During these meetings, the Contract Manager will provide detailed updates on staffing activities, including candidate placements, ongoing recruitment efforts, and any adjustments to the project timeline.

- **Status Reports:** In addition to the status meetings, N2S will provide clients with detailed status reports on a regular basis. These reports will include comprehensive updates on all contract activities, including metrics on candidate placements, time-to-fill, employee performance, and any issues encountered along with the steps taken to resolve them. The reports will be tailored to meet the client's specific reporting requirements and will serve as a tool for transparent and proactive contract management.
- **Ad Hoc Communication:** N2S understands that the dynamic nature of staffing may require immediate attention or adjustments outside of scheduled meetings. Therefore, we will maintain open lines of communication with clients through various channels, including email, phone, and an online project management platform. This ensures that clients can reach our team at any time to address urgent matters or to seek clarification on any aspect of the contract.

### Quality Control and Continuous Improvement

N2S is committed to maintaining the highest standards of service throughout the contract. Our Quality Assurance team will conduct regular audits and evaluations of our staffing services to ensure that all contract requirements are met. Any issues identified during these audits will be promptly addressed, and corrective actions will be implemented to prevent future occurrences.

We also believe in the importance of continuous improvement. Throughout the contract, we will seek feedback from clients and our placed candidates to identify areas where our services can be enhanced. This feedback will be used to adjust our processes and to further tailor our services to meet client's evolving needs.

In conclusion, N2S's contract management plan is designed to ensure the successful and timely completion of the contract through diligent oversight, clear communication, and a commitment to quality. We are fully prepared to manage this contract with the highest level of professionalism and to provide clients with the temporary staffing services needed to achieve their goals.

### Implementation Plan

Net2Source's (N2S) approach is built on a dedicated service delivery model that leverages our best resources to fully support the mission and objectives of the Client. Our commitment to excellence is reflected in our assignment of a specialized Client Engagement and Delivery Department for the Client contract. This department is tasked

with providing both regular and after-business-hours support, ensuring that we are always available to meet your needs.

The Client Engagement and Delivery Department enables N2S to respond swiftly to all Client requirements and queries, with a turnaround time as short as 4-6 hours for most staffing requirements. This rapid response capability is critical to maintaining the Client's operational efficiency and addressing urgent staff needs effectively. Our delivery team is dedicated to adding value and ensuring that the staff provided are available "whenever the client needs." Through a deep understanding of the required experience, skills, and other details necessary for successful deployment and project completion, we ensure the best fit for the Client's needs.

To ensure a perfect match and continuity, our Client Engagement and Delivery Department employs an innovative, best-in-class 24x7x365 recruiting and deployment engine.

- **Internal Teamwork:** Ensuring seamless coordination and communication.
- **Candidate Validation:** Rigorous vetting of candidate qualifications and backgrounds.
- **Onboarding:** Streamlined onboarding processes tailored to Client requirements.
- **Candidate Replacement:** Quick replacement of candidates if necessary.
- **Timesheet Management and Administration:** Efficient and accurate management of work hours and administration.

What the Client can expect from Client Engagement and Delivery department for this contract:

### Program Design

- Timeline
- Roles and Responsibilities
- Program Requirements and Service Deliverables

### Quality

- Performance Metrics
- Quality Control Plan
- Customer Satisfaction

### Employee Acquisition

- Recruiting
- Pre-screen & Hire
- Drug/Background Screening



## Employee Management

- Employee Onboarding
- Employee Relations
- Retention

## Technology

- Time Keeping/Reporting
- Recruiting Infrastructure
- Implementation

## Invoicing/Reporting

- Invoice Accuracy
- Consolidated Reporting
- Tailored Reports and Frequency



Our project or account management approach is based on our strong commitment to and use of process and process improvement. Our project management practices incorporate the approach of the Project Management Institute (PMI) and ensure the task will be effectively managed. Our Account Managers maintain close supervision of the ongoing process of assignment and careful selection of the personnel best suited and qualified to meet the client's mission and expectations. The success of our Project or Account Management team in providing high quality, on-schedule service delivery is borne out by our high Customer Satisfaction scores and the fact that our contracts have been renewed/extended on options years by various clients. Our team has the capability and experience to deliver quality work on time and within budget.

The Client's request of need will initiate N2S's streamlined job ordering process. N2S has a standardized Job/Work Order Response Process that provides an overview of how we will ensure the availability and qualifications of contractor personnel. The breakdown of N2S's Job/Work Order Response Process is as follows:

### Step 1 - Job / Work Submitted

Job Order is submitted by the Client to a N2S Account Manager, via phone, fax, or the Internet. The Account Manager will act as a single point of contact for the Client.

### Step 2 - Acceptance of Order and Initial Response

The N2S Account Manager accepts the order and enters it into N2S's internal Office Automation database. The Account Manager will then respond to you within 30 minutes to confirm that they received the order as well as provide a status update. Further information may be requested at this stage from the contracting officer or department head at the Client.

### Step 3 - Job / Work is Sent Out

Utilizing automated software, our Account Manager maps out the job order to the appropriate team to identify the best candidates (if new recruits are required).

#### **Step 4 - Evaluation Process**

Once a qualified candidate is identified, N2S completes a customized evaluation process for the Client. This includes credit, criminal and drug screening as well as an in-depth review of job requirements and expectations. N2S understands that the Client requires experienced candidates, and this requirement is included in over overall evaluation process. If the candidate meets all requirements and accepts the positions, we will move onto the next step. If not, the previous step is repeated until a qualified candidate match is made.

#### **Step 5 - Interview/Final Approval**

The candidate is then interviewed or presented for a final approval by the Client. If approved, the candidate is confirmed for a start date. N2S will notify the associate in writing with information specific to his or her assignment if the position is accepted.

#### **Step 6 – Orientation**

Prior to the start date, N2S will provide the candidate with a full orientation on the job and the Client environment, as well as information on how to complete their timecard or assign them a Badge/password for N2S's Time and Attendance Processor (TAP) or Web Time Capture software, if the Client decides to use these options.

#### **Step 7 - Quality Control**

On the first day of assignment, the N2S Account Manager will conduct a quality control call to the candidate's supervisor. At the end of the first week, another quality control check will be completed. Afterwards, the N2S Account Manager will conduct ongoing quality checks to ensure that the candidate is performing up to, or better than, expectations for the Client.

### **Proposed Schedule/Timelines and Key Milestones**

Various methods of sourcing must be conducted when attempting to attract a diverse pool of candidates to fill positions. Normally, such methods include conducting a thorough search of our internal database; searching and utilizing internet job databases and resources; advertising in the Employee Referral Program; posting job vacancies using the internet and print advertisements; attending job fairs, trade shows, and HR/Recruiting related functions; and contacting staffing agencies. Resumes are reviewed and screened by the Recruiting Department and/or Hiring Manager. N2S successfully completes the above processes and fulfils any open position within 1 business day.

N2S will supervise, control and shall take appropriate action to address in a timely manner through disciplinary action, performance counselling, and additional training, to rectify any performance or conduct problems identified by the client relating to the assigned employees.



In the event that the employee is unable to fulfil his job duties or into a conduct problem we will provide a replacement within 7 business days for non-critical positions. We understand the importance of availability and will have additional staff trained and ready to back up existing resources in case of any unforeseen emergencies for mission critical programs and projects. These additional resources can also be used on an as-needed basis during peak times or for supplemental coverage as needed and to maximize flexibility and efficiency. We will provide the client with a staffing plan that includes on-call and backup resources for surge or emergency situations. We will take appropriate measures to provide 24/7/365 coverage, if required by the client.

N2S gives the quality of resource and time of turnaround a much higher consideration than the profitability/margin on that one resource. N2S has a proven track record of providing the required personnel for our clients as evidenced by repeat business, referrals, and our top tier or exclusive provider status with most of our clients. Over 75% of business to date has come from referral.

N2S stands out for its exceptional ability to deliver staffing services promptly, meeting the stringent demands of clients across diverse industries. At the core of our success lies a combination of strategic foresight, meticulous planning, and a deep understanding of the all-category's landscape. Firstly, our extensive network of professionals, spanning various domains and skill sets, allows us to quickly source and match candidates to client requirements. Leveraging both traditional and innovative sourcing methods, we ensure a steady influx of qualified talent.

Moreover, our proactive approach to talent acquisition ensures that we continuously engage with potential candidates, even when specific positions are not immediately available. This foresight enables us to swiftly respond to client demands, reducing lead time in the recruitment process. Our robust screening and evaluation procedures enable us to swiftly assess candidate suitability, both in terms of technical proficiency and cultural fit. By leveraging technology-driven tools and methodologies, we expedite the initial screening process, identifying top candidates promptly.

Our client-centric approach underscores the importance of clear communication and collaboration throughout the staffing process. By closely aligning with client expectations and understanding their unique requirements and timelines, we tailor our recruitment strategies, accordingly, ensuring timely delivery.

Our flexible engagement models accommodate diverse client needs, whether they require short-term contract placements, long-term project staffing, or permanent hires. This versatility enables us to adapt to fluctuating demand while upholding our commitment to punctuality. Continuous improvement is also a cornerstone of our operations at N2S.

## **Recruiting Methodology**

N2S approach to recruiting provides a robust model to address all the critical factors and services that are essential to the clients and employees for a successful outcome. This consultative model entails an engaged dialogue between Recruiter, Client, and Candidate to enhance the level of partnerships with all stakeholders. Our recruiters approach every recruitment effort with a broad understanding of the specific operational needs of their clients and provide a robust and competitive pool of applicants. At N2S, we work diligently to attract, recruit, and retain the most qualified and diverse candidates to support strategic, technical, operational, and service excellence goals of our clients.

With this approach, we are able to provide full career lifecycle planning services that specially designed to meet the unique need of professionals. These services include global recruiting network, processing of professional work visas in the US, advanced training and development, marketing and placement of consultants, comprehensive employee benefits package, collaborative partnership opportunities and career planning. By this comprehensive approach which addresses all the needs of potential and current employees, we are able to attract high quality of staffing personnel, which in turn gives us critical competitive advantages.

Being in the staffing services space for over eight years has helped us cultivate and mature some of the best talent in the business. Some of our key strengths are:

- Management team having extensive experience and expertise in this business of more than 17 years.
- Formidable force of highly technical recruiters for satisfying our clients' Staffing requirements
- Expert Immigration Support, to procure and retain non-immigrant workers. This is also extended to any non-immigrant workers requiring expedited Immigration support while they are still continuing to deliver on the client's team.
- Proactive recruiting – Our team of recruiters are always on the look-out for highly skilled administrative professionals.

We use several recruitment techniques to identify and recruit highly qualified individuals who share our goals and vision. As a knowledge-based consulting company, our first and most successful method of recruitment is by internal recommendation. We also recruit personnel through databases and job fairs such as TechExpo as well as through partnerships with specialized recruitment firms. We use job boards such as Job Diva, Dice, Monster, CareerBuilder, and Clearance Jobs to recruit employees nationwide.

As part of our full cycle recruitment process, we utilize an Applicant Tracking System that allows us to track and monitor applicants on a continuous basis. Thus, we maintain an active and updated list of qualified candidates. Our resume database contains over 15M+ qualified resumes. Top candidates are interviewed and pre-screened (reference and background checks, education, and credentials verification) and placed on a preferred list for future opportunities. When a position opens, we identify the skills, experience, and security requirements for the position, and search our candidate database to identify the

best suited individuals. We then contact the qualified candidates to begin the hiring process. Our President assesses all candidates based on the same criteria as detailed in the job description. The best suited individual is selected for employment based on knowledge, skills, and cultural fit. With this proactive process, we screen individuals quickly and provide them with a formal offer pending client approval.

## **Sourcing Strategy**

N2S's proposed Account Manager (AM), will interface with the Client's contract administrator and senior administration to understand the requirements through meetings and interviews to determine the skills and competencies required by the potential candidate, define the required experience in his/her field, and any other certifications or technical skills or technical training required to perform the defined tasks. Our AM will develop a recruitment strategy in conjunction with the defined requirements outlining the recruitment process and schedule for the task completion adhering to the agreed service level agreements with Client's senior administration.

Our trained recruiting personnel will develop an accurate description of tasks to be performed by the potential candidate and lists out salient points of job nature in lines with the contract requirements. N2S's resource coordination team will identify the available talent pool of resources on our bench who would fit the customer requirement and will provide feedback to the AM on the resource as appropriate. When we don't have the required resources on our bench, we will use our comprehensive database, which houses a collection of more than a 15M (database size) resumes. With it, we narrow down the pool of candidates skilled in leading-edge technologies and Microsoft Office Suite. We source the highest quality resources using the following sourcing methodologies:

- Referral Program
- Internal Resume Database
- Local Newspapers
- Job Boards
- Walk-in Drives

Our AM and her recruitment team will develop an interview schedule after confirming with the Client's senior administration to conduct rigorous interview process, reference-checking, and hiring process to finalize the best candidate to suit their requirements. Whenever there is a requirement for confidential personal recruitment, N2S will support such needs through a confidential recruitment model. We will establish our proven methodologies for testing the candidate's skills in support of pre-screening the candidates, and further support the Client with the first and second round of interview processes. We will conduct in-depth reference checks, as explained in the below sections, for the finalized candidates. Our AM will provide final selection and negotiation information to the Client through our status reports.

## **Approach to filling “difficult to fill” Positions**

Sourcing “difficult to fill” requires an integrated approach. N2S offers a diverse range of candidate sourcing options to create the widest reach possible of scarcely available candidates.

To fill difficult positions effectively and rapidly, we go above and beyond the aforementioned sourcing techniques as listed below:

- Enhanced Job Board and Web Advertising
- Active Partnerships with technology and non-technology specific vendors
- Direct Recruiting of similar technologies
- Local Newspaper Advertisements
- Local Media Advertisements

## **Employee Screening and Selection**

### **Resume Validation**

After identifying the resumes of the potential candidates, N2S recruiters go through a stringent validation process which includes multiple checks.

### **Recruiter Interview**

N2S performs mandatory interviews in person or video conference. During the interview, we talk to the candidates about their past experience, technical expertise, level of knowledge, ability to communicate and ability to work in a team. These screenings usually provide good insight into a candidate’s background and work experience. During this process, the recruiter addresses the following:

- Job description, with a summary of the responsibilities of the role, and the required level of education, work experience and industry knowledge
- Performance requirements, training/skills enhancement and corporate culture/working environment o Expected pay rates and benefits, work culture, environment, and work hours.
- Employment type, depending on the type of the role: contract, contract-to-hire, full-time positions.
- Comfort level of the candidate for the listed position, aspects of the role with which he/she does not feel confident, restrictions regarding work schedules and other factors which could inhibit the candidate from taking on the role.
- Insights into the technical aspects of the role, and concerns about the methodology or technology being used.
- They obtain written acknowledgement/approval from the candidate that he/she agrees with all the aspects of the role with respect to compensation, benefits, job description, responsibilities, and type of employment.

### **Behaviour-Based Interview**

Behaviour-based interviewing allows N2S's recruiters to identify each candidate's current and Past accomplishments and their capabilities for future success. Recruiters conduct their interviews as in-depth and strategic conversations to gain a thorough understanding of the candidate's knowledge, skills, and abilities. Behaviour-based interviewing supports the premise that past behaviour is a predictor of future performance and has been found to have the highest predictive validity of any screening methodology. Research indicates that behaviour-based interviewing is two to five times more reliable than traditional interviewing methods. This not only helps to confirm the requisite skills, but the motivation and organizational fit to be successful in the Client.

### **Reference Check**

N2S verifies every candidate's three recent, relevant references from a supervisor or a manager for the past five years. We crosscheck the references in LinkedIn and use internal tools to validate their legitimacy.

### **Pre-Screen Test/Interview**

We use online skill measurement tools to assess the level of technical skills for every candidate. With technology evolving and clients requiring a combination of technical skills for a single role, we use a flexible testing mechanism that allows us to combine both skills in a single test and rate the skills. We ensure that every candidate goes through an online test for their skills through Brain Bench certification, then review their scores prior to submitting them to the customer. In the case of skills which cannot be adequately tested in an online test scenario, we perform technical screening and rate candidates on their skills, using a matrix.

Our interviewers will assess the candidate's communication skills both verbal and written as part of our skills assessment. Our team will assess how the candidate understands the questions put to him/her and the way they are answered to analyze the telephone skills and also the attentiveness, enthusiasm, and courtesy displayed during the call.

### **Client Interview/Introduction**

We ensure all our employees are introduced to the client for a discussion, in order for clients to fully understand the candidate's strengths and weaknesses. Our recruiting report is presented on every candidate, helping the client to narrow the selection from multiple candidates to the one who would be the best, both technically and culturally.

### **Retention Strategy**

Our retention strategies revolve around three principles: best compensation, right environment and skill enhancement and training, as described in the below table. Our compensation is amongst the best available in the industry along with the incentives to perform for the key technical and managerial staff. The compensation plan includes 401k and health care plans including FSA. This plan is constantly reviewed by the HR personnel and updated annual to ensure high retention and job satisfaction among contract personnel. The company promotes the work hard play hard philosophy. With our

corporate sponsored events and workplace specific events, we ensure that employees are motivated for continual performance. Our training plan supports the career goals and customer goals to ensure higher employee satisfaction.

Retention Element	N2S Approach to Retention
Staff Training	<ul style="list-style-type: none"> <li>• Our team follows formal training processes, that continuously improved through implementation of ISO based practices.</li> <li>• Training needs are identified at the individual contract level and sent to the AM and HR Manager for action.</li> <li>• For certifications, employees are reimbursed after sending a copy of the certification and necessary justification and approval by a supervisor.</li> <li>• For formal trainings required to meet customer objectives, the AM obtains the necessary approval from N2S's President and implements the training in close coordination with the HR.</li> <li>• When trainings are mandated by the organization, a formal training calendar is sent out to all employees along with the plan to meet the organizational objectives.</li> <li>• At least 1% of the Task Order revenue is set aside for training and performance improvement</li> </ul>
Performance Management	<ul style="list-style-type: none"> <li>• The performance management is primarily done through job definition, modelling right behaviour at the customer place and customer feedback.</li> <li>• Superior performance is immediately rewarded through the target incentive program.</li> <li>• Long term performance is rewarded through promotions and recognition at the higher levels. Corrections to the performance is achieved through formal and informal counselling sessions</li> </ul>

N2S offers a Total Compensation package that includes a competitive salary, comprehensive benefits, an excellent working environment, and opportunities for professional growth, for example, employer-paid, job-related training, and certification programs. Our Total Compensation package helps us to retain some of the best-trained employees in the industry.

We have a greater than 97% retention rate as against the industry standard of 83%, as indicated in the below table. Our low turnover rate guarantees continuity of the highest quality of services to our customers.



## Ability to Attract **Qualified Personnel/Ability** to Provide the Services

With our ISO-certified process, N2S ensures exceptional candidate sourcing and screening. N2S's Employer Branding is a collection of ideas and beliefs that influence the way current and potential employees view an organization and the employment experience that the organization is offering. We actively communicate the Client's culture and values, ensuring that employees not only align with but also feel passionate about their roles within the organization. This alignment with organizational culture is crucial in propelling the Client forward. By highlighting these aspects, we successfully recruit highly skilled and promising new employees who are not only qualified but also deeply committed to their roles. This strategy also enhances employee loyalty, as it fosters a strong sense of identification with the Client's mission and values.

N2S's HR Manager will conduct research to develop an Employer Value Proposition to convey it across to all the potential hires. We will convey the potential for growth, benefits, work culture, and flexibility at Client with clear and factual proof points. We will convey the retention rates, conversion rates, employee satisfaction surveys, and create Client brand awareness and attractiveness among the potential hires.

## Background **Checks**

All employment offers at N2S are subject to successful completion of our comprehensive background check. Background checks will be carried out on all prospective hires and on any employees being promoted, as necessary and as mandated.

### Background checks will include:

- **Social Security Verification:** Validates the applicant's Social Security number, date of birth and former addresses.
- **Prior Employment Verification:** Confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- **Personal and Professional References:** Calls will be placed to individuals listed as references by the applicant.
- **Educational Verification:** Confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **Criminal History:** Review of criminal convictions and probation including local, county, state, and federal records for a period of at least seven years. The following factors will be considered for applicants with a criminal history:
  - The nature of the crime and its relationship to the position.
  - The time since the conviction.
  - The number (if more than one) of convictions.
  - Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.

Final candidates must complete a background check authorization form and return it to Human Resources. Human Resources will order the background check upon receipt of the signed release form, and our internal HR staff will conduct the checks. A designated HR representative will review all results.

The HR representative will notify the hiring manager regarding the results of the check. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the employment screening service (if applicable). Background check information will be maintained in a file separate from employees' personnel files for a minimum of five years.

### **Our Drug Screening Policy**

All candidates who have received a written offer of employment will be required to undergo testing for commonly abused controlled substances in accordance with this policy.

Candidates will be tested for use of the following:

- Benzodiazepines
- Opiates
- Cocaine
- Amphetamines (Amphetamine & Methamphetamine)
- Marijuana
- Phencyclidine (PCP)
- Propoxyphene
- Methadone
- Chemical derivatives of these
- Barbiturates



### **Testing Methods and Procedure**

Upon receiving an offer of employment, candidates are required to undergo drug testing within 24 hours. All testing will be administered by a licensed independent medical laboratory, adhering to testing standards as per state regulations. Candidates will provide a urine sample for testing, following procedures established by the laboratory to ensure privacy while preventing tampering with test results.

N2S will cover the cost of testing, including confirmation of any positive results via gas chromatography. The testing laboratory will retain samples in compliance with state laws, allowing candidates to request a retest at their own expense if they dispute the initial result.



Candidates who decline to undergo a drug test or fail to attend the test within 24 hours of receiving an employment offer will be disqualified from consideration, and the offer of employment will be revoked.

In the event of a positive result from the initial screening test, confirmation will be conducted through gas chromatography. Upon receipt of a second positive confirmation test, the offer of employment will be officially withdrawn. The candidate will be furnished with a copy of the test results and the rationale for not proceeding with their employment.

### **Right to Explain Test Results**

All candidates are entitled to meet with the testing laboratory staff and N2S to discuss their test results. These discussions will be treated as confidential, except for sharing relevant information with N2S personnel or laboratory staff members involved in decision-making processes concerning the test results or the individual's employment status.

Candidates may request a retest of the original urine sample within five working days after notification of a positive test result. This retest is at the expense of the candidate unless the original test result is called into question by the retest.

In the United States, prior to presenting candidates to clients, N2S verifies their status, which may fall into one of three categories: Citizen, Green Card holder, or Requires Work Authorization. Citizens and Green Card holders are automatically deemed eligible to work for N2S in the United States.

For candidates requiring work authorization, N2S first ensures that they have maintained proper status in the past and are eligible, as defined by the Immigration & Naturalization Service of the United States, to obtain a work permit. Our Legal & Immigration department then initiates and maintains a non-immigrant work permit petition, ensuring full compliance with all Department of Labor and INS guidelines and requirements, including prevailing wages, eligibility criteria, and Public Access Files. Our Legal & Immigration department meticulously tracks the work authorization status of all employees and submits necessary renewals promptly.

Once we receive green flag from the client, we perform multiple other checks as requested by the client, which may include but not limited to following:

- E-verification
- Drug Test
- Finger Printing
- Background Verification (i.e., SSN validation, federal criminal, criminal felony & misdemeanour, employee credit, national Sex offender registry & Widescreen Plus)

### **Placement and Onboarding – Final Recommendation**

Once a candidate has been interviewed and selected by the State, we begin the onboarding and orientation process. Net2Source can also offer the State, options for

onboarding and orientation, including a standard version as well as programs adapted to State's specific location, or business environment. Net2Source's standard orientation for new employees includes an overview of our Employee Handbook, which is received and acknowledged by every employee to indicate their review and understanding of our policies and procedures. Examples of content include information on Net2Source's Commitment to Safety and Quality, Equal Employment Opportunity, Drug Free Workplace and policies on Harassment, Weapons, and Workplace Violence. In addition, Net2Source will ensure that the temporary staff has read and understood the orientation material provided by the State if any. Upon completion of the orientation, all our consultants will be "ready" (according to the Client's standards) to start their assignments.

Or say, based on the evaluation and assessment results, we present our clients with a shortlist of recommended candidates. Each candidate is carefully vetted and presented with a comprehensive profile detailing their qualifications, experience, technical skills, and cultural fit. We collaborate closely with the client to facilitate interviews, gather feedback, and address any concerns or preferences they may have. Reference checks are conducted for final candidates to provide additional assurance to the client.

### **Ongoing Support and Training**

Our hiring process has always been tailored to the specific requirements of each of our clients. As a result, rarely much training is typically needed for our team. But we also know that for clients and employees to succeed in the quickly evolving market of today, we must always go above and beyond what is expected of us. Our staff base has access to both on-the-job and off-job training options in case a temporary employee needs it. Each year at the beginning, our e-Care department prepares a training schedule for every one of our current employees and keeps a close eye on its successful execution.

- **On the job training** are those which are given to the staff based upon every day's job work responsibilities with word processing, database, and spreadsheet software. It is a simple and cost-effective training method. Using such a method, proficient as well as semi-proficient staff is well trained. We train the staff in the actual working scenario. The motto of such training is "learning by doing".
- **Off the job, training methods** are those in which training is provided away from the actual working condition. It is used in case of new staff joining the company and, depending upon the training level, involves workshops, seminars, conferences, etc. We conduct such training if a group of staff is to be trained, and time is less.

### **Billing, Reporting and Accounting Capabilities and Resources**

#### **Timesheet Retrieval and Pay Checks:**

N2S uses an automated time collection that provides a wide array of functionality to reduce payroll and billing processing costs, reduce employee administrative time, and help us comply with Government regulations. Our tool's time and attendance tracking

feature help us manage our employees' hours and productivity. It also includes a timesheet review and approval program to save time and maximize efficiency. Our automated system uses a smart, rules-based configuration that allows employees to do very little to assist with their own attendance tracking, basically just clocking in and clocking out. This rules-based configuration is developed with automatically detecting when employees have a paid holiday and alerts employees when they are coming close to using the last of their vacation days, half days, or sick days.

N2S uses a weekly payroll schedule to help with employee cash flow and to assist with on-time payments. The pay period begins on Monday and ends on Sunday of the following week, with Friday being payday. We use ADP, a third-party payroll company to pay our employees. Using ADP helps us avoid errors or delays in direct deposits or tax filings. Employees can view their pay statements online, in order to verify their hours and earnings.

### **Invoicing Process:**

N2S has a very advanced and agile accounting process that ensures efficient and effective invoicing, timekeeping, and expense handling. With each client, N2S understands through the contract what the client's expense policies are. N2S maintains complete and accurate records to support and document all Temporary Worker's Time and N2S Expenses under this Agreement and each Job Order in accordance with generally accepted accounting principles consistently applied. We will provide our invoicing reports on weekly basis with customized billing of all electronic invoices sent to the Client.

### **Reporting:**

N2S will develop and deliver monthly reports to the contract administrator no later than the 10th business day after the reporting performance period. We will brief the key stakeholders of Client on the monthly reports to solicit their feedback and maintain open lines of communication. N2S will identify and track prior and projected progress and activities, anticipated difficulties, issues, task order funds expended, recommended improvements/solution options, earned value management (EVM) metrics, and financial reporting to provide Client with a complete understanding of our activities and contributions. Our monthly reports will also include an issue log that defines potential risks, dates identified, responsible parties, recommendations for correction, and current statuses.

A Performance Measurement Baseline (PMB) will be prepared by the N2S's AM monthly. Once the PMB is prepared, the information is used to calculate the Budgeted Cost of Work Performed (BCWP). N2S will adapt the status reporting process from the contract PMP framework for task orders and provide monthly status reports (MSRs). These MSRs will include ordering activity (the total number of tasks completed, in progress during the month), strategic sourcing (shall include synopsis of the data that supports consideration of the initiative with anticipated savings and benefits identified), personnel information

and milestones accomplished, deliverables provided, staffing issues/vacancies, performance against agreed-to SLAs, and other relevant management action items. A detailed monthly financial report (MFRs) will also be included for the portions of work under this task order.

### **Quality Assurance Methods**

N2S's QCP (Quality Control Plan) is designed to ensure that management and service delivery either meets or exceeds the requirements of the Client's QASP (QA Surveillance Plan). N2S's QAP, QCP, and PMP work breakdown provide an interconnected response to accomplish the Client's staffing objectives, track, and control the work to achieve consistent delivery of operational tasks and meet the scope of services desired outcomes to agreed quality performance levels. The tasks define the work to be performed, and SLAs are used in developing quality performance metrics.

Our AM will perform in-progress or conformance inspections as part of our QA and QC procedures. Our methods of inspection and performance thresholds will reflect the requirements outlined in the Client's QAP. Formal audits for compliance verification will be coordinated with the Client's corporate management. Client's inspection results will be provided to the Client's senior management.

The AM is responsible for planning quality into all deliverables, designs, plans, engineering solutions, reports, and reviews and ensuring quality staff performance in work areas by matching skills with job requirements and the technology architecture supported. Our AM will monitor the defined quality standards and metrics with respect to the Client's Objectives based on the QCP.

Our QAP will have an efficient and proven process improvement, outlining correction action plan to prevent the problem from recurring. We will utilize the existing incident logging/management system and integrate with service management toolset to provide integrated support for all the defined processes. We achieve the deficiency detection through our process improvement approach outlining deficiencies detected in the process including, but not limited to:

- Detection of quality-related problems
- Identification of responsibility
- Evaluation of importance
- Investigation of possible causes
- Analysis of problem
- Prevention action
- Process controls
- Disposition of nonconforming items
- Permanent damages



Our AM will work with the Client stakeholders to identify indicators, and the associated measures (Metrics) needed to control performance and predict future status of processes. The below metrics will help determine the incidents occurrence, impact on the service functions, and used to monitor deficiencies and effectiveness of QA processes and procedures:

- Number of reviews (QA activities) conducted.
- Status of non-conformance incidents identified.
- Status of action items open/closed/on-hold.
- Number of days to correct and close a non-conformance incident.
- Customer satisfaction levels relating to service quality.
- Trends for process improvement
- Lessons learned.

## Section Eight: Pricing (Will not be held Confidential)

Attached separately

## **Section Nine: Offer of Value-Added Products and/or Services**

N2S provides a comprehensive range of value-added services designed to meet the diverse needs of our clients, ensuring flexibility, efficiency, and quality in staffing solutions.

### **Temporary Staffing**

Our temporary staffing service is designed to help our clients manage workload fluctuations effectively. Whether it's for special projects, maternity leaves, vacation coverages, sick time, or handling rush orders, we provide skilled temporary staff to meet your needs. This service helps our clients save on overhead costs associated with hiring full-time employees while maintaining productivity and operational efficiency. Our extensive database of pre-screened candidates ensures that we can quickly provide the right talent to match your specific requirements, minimizing downtime and enhancing project delivery.

### **Temporary-to-Hire**

The temporary-to-hire approach offers our clients the opportunity to evaluate potential employees before making a permanent hiring decision. This method allows our clients to observe a candidate's productivity, work style, and character in real work conditions. By experiencing their performance first-hand, clients can make informed decisions about whether the candidate is a good fit for their team and organizational culture. This reduces the risk associated with permanent hiring and ensures long-term satisfaction and retention.

### **On-Site Managed Staffing**

Our on-site managed staffing service provides a fully customized and integrated staffing strategy. We place our personnel and systems directly at the client's facility to manage the staffing process from within. This on-site presence allows for real-time adjustments to staffing levels, immediate resolution of any issues, and a deeper understanding of the client's operational environment. Our on-site managers work closely with your team to ensure alignment with your business goals and to optimize workforce performance.

### **On-Site Recruitment**

With on-site recruitment, we bring our proven employee screening techniques directly to your facility. This approach allows for comprehensive facility tours, giving potential temporary employees a clear understanding of the work environment and expectations. It also provides our clients with the opportunity to interact with candidates in person, ensuring a good fit between the temporary employee and the company.

### **Direct Hire**

Our direct hire service leverages our extensive recruiting resources and staffing network to identify top-quality candidates who are well-matched to our clients business requirements and culture for permanent positions. We focus on sourcing candidates with the right skills, experience, and cultural fit, ensuring they can contribute effectively to your



organization from day one. Our rigorous screening process includes in-depth interviews, skill assessments, and background checks to ensure that we present only the best candidates for your consideration.

### **Additional Capabilities**

Net2Source also offers a range of other capabilities designed to enhance our staffing solutions.

- **Talent Network and Database:** We maintain a vast and dynamic database of qualified candidates across various industries and job functions. This allows us to quickly identify and mobilize the right talent for your needs.
- **Technology Integration:** We utilize advanced recruitment technologies and Applicant Tracking Systems (ATS) to streamline the hiring process, enhance candidate matching, and ensure compliance with industry standards.
- **Training and Development:** We provide ongoing training and development programs for our temporary staff to ensure they stay up to date with the latest industry trends and skills. This continuous improvement ensures that our candidates are always prepared to meet your needs.
- **Compliance and Risk Management:** We adhere to strict compliance standards and implement robust risk management practices. Our comprehensive background checks, drug testing, and compliance with labor laws and regulations ensure that our staffing solutions are reliable and secure.
- **Client Partnership:** We view our relationships with clients as partnerships. We work closely with you to understand your unique needs, challenges, and goals, allowing us to provide tailored solutions that drive your success.



## Section Two: Executive Summary and Company Information

Net2Source, Inc. (N2S) is a premier provider of Staffing (IT, NON-IT, Healthcare, Industrial, Engineering), headquarters in Somerset, New Jersey. Certified as an MBE firm, N2S brings over 17 years of continuous operation and expertise to its clients. The company is recognized for its high-quality staff, possessing top-level certifications and degrees.

Founded and led by Ashish Garg, who has over twenty-five years of experience in professional services contracting, N2S operates with a streamlined corporate management structure that integrates business, administrative, technical, and human resources personnel. Our team of 650+ dedicated full-time recruits specialize exclusively in staffing, ensuring that we are responsive to our clients' needs with agility and precision.

With over 2500 employees dedicated to Staffing, N2S achieved over \$80 million in sales in 2023, demonstrating our capability and commitment to delivering quality services. We excel in sourcing, screening, and placing professionals, ensuring candidates not only meet the technical requirements of the position but also align with the client's unique organizational culture. Our in-house subject matter experts (SMEs) further enhance our recruitment processes by ensuring that only highly qualified candidates are presented to our clients.

N2S offers comprehensive Staffing services tailored to meet the unique needs of various industries, including local and state government agencies, federal agencies, and commercial clients. Our extensive experience includes working with prominent clients such as the Douglas County School District, State of Texas, State of NJ, Accenture, LTIMindtree, and more. Our services encompass a wide range of IT disciplines, including large-scale computer rollouts, data center relocations, network infrastructure installations, software, and network security, help desk support, and project management.

Our commitment to quality is further demonstrated by our ISO 9001:2015 certification for Technical, Non-Technical and Professional Staffing Services. This certification reflects our adherence to the highest standards of quality management and continuous improvement. Additionally, we have invested significantly in advanced recruitment technologies, including the JobDiva Staffing and Recruiting software, which enhances our ability to efficiently match candidates with client requirements by integrating our extensive resume database with national job banks.

For the OMES, we are committed to delivering the same level of excellence and efficiency in Staffing that has defined our reputation over the past 17 years. Our experienced team, proven processes, and dedicated approach to client service position us uniquely to support the department's Staffing needs with precision and reliability.

We also believe that N2S is best qualified to serve the department and its End Users for following reasons:

**Most Cost-Effective:** N2S has helped our customers save over 60% of their budget by utilizing our flexible workforce solutions. Our screening process presents the best-fit candidates and avoids delays in project delivery. We have proved to our customers that using our resources is more cost-effective and flexible than hiring permanent, full-time employees. Guaranteed project delivery and meeting deadlines is our specialty. We have an excellent track record for delivering high-quality, major projects on time and on budget.

**Risk Free – Guaranteed Delivery:** N2S offers a risk-free approach wherein our customers have the flexibility to not pay for a resource's services if they are not satisfied with the resource within the first two weeks of the assignment. Also, if we are performing a software implementation/upgrade, our customers do not have to pay until the implementation/upgrade is successfully completed.

**Better Talent Pool:** We have a vast pool of quality talent that includes employees who possess all skill sets that our customers look for in a partner. Our track record proves that our resources are driven to achieve and can meet and exceed your expectations to help you achieve your business results. When engaged by a client, our mission is to always partner with the client and integrate their team into the solution we are building.

The primary point of contact for this proposal is Prateek Srivastava, Senior Proposal Writer. Both bring extensive experience and a client-focused approach to their roles, ensuring a seamless partnership with the OMES.

**Contact Information:**

Net2Source, Inc.  
270 Davidson Ave Suite 704  
Somerset, NJ 08873

**Prateek Srivastava, Business Development Manager**

Phone: 551-525-0395

Email: [rfp@net2source.com](mailto:rfp@net2source.com)

**Number of Client:** We proudly serve over 200 clients, including but not limited to

**State Government Clients:** State of New Jersey, State of Texas, State of Michigan, University of California, University of Southern California, University of Chicago, University of Kansas, Boston University, Government of Ontario, State of Texas, State of New York, State of Colorado.

**Federal Clients:** Federal Reserve Bank (FRB), FRB NY, FRB Philadelphia, FRB San Francisco.

**Private Sector Clients:** Nestle, Johnson & Johnson, BMS, Beckton Dickinson, AbbVie, Kroger, Danaher Corporation, Gilead Sciences, Johnson Controls, Cognizant, LTIMindtree, Virtusa, IBM, Yahoo, Dolby Laboratories, Caterpillar, American Airlines, Intel, Boeing, etc.

**Oklahoma Clients:** Carter Healthcare, Addison Group, Citizens Bank of Edmond, CMP Corporation, ConocoPhillips, Community Care, Eastern Oklahoma State College, Duncan Regional Client, First Bank of Owasso, First National Bank of Oklahoma, GlobalHealth.

N2S is prepared to provide the state with exceptional staffing solutions, leveraging our deep industry expertise, robust processes, and commitment to quality and client satisfaction.

## **Section Six: Additional Bidder Terms**

Net2Source (N2S) has thoroughly reviewed the terms and conditions outlined in the Solicitation and does not propose any additional terms that conflict with these requirements. We fully agree to adhere to the terms and conditions as provided in the Solicitation.

Should any document be required for operational purposes, such as an ordering or engagement form, it will strictly align with the terms outlined in the bid response and will not introduce new or contradicting terms. N2S ensures full compliance with the conditions stated, and no additional terms or hyperlinks outside of this submission will be considered applicable.

N2S is committed to working within the framework set by the State and agrees that any terms not included in this bid shall not be applicable unless specifically addressed and accepted as exceptions in Section Four.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	<b>CONTACT</b> NAME: Pat Mola PHONE (A/C, No, Ext): (847) 463-7158 E-MAIL ADDRESS: Pat.Mola@MarshMMA.com	<b>FAX</b> (A/C, No): (847) 440-9126
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Philadelphia Indemnity Insuran		18058
INSURER B : Tokio Marine Specialty Insuran		23850
INSURER C : Palomar Excess and Surplus Ins		16754
INSURER D : QBE Specialty		11515
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 174041957**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2654986005	2/13/2025	2/13/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PPK2655640005	2/13/2025	2/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB900443005	2/13/2025	2/13/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Prods/Comp Ops \$10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	202001952	2/13/2025	2/13/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK2654986005	2/13/2025	2/13/2026	Occ: \$2,000,000 Limit: \$5,000,000 Per Claim/Agg: \$5M
A	Crime - 3rd Party			PHPK2654986005	2/13/2025	2/13/2026	Agg: \$2,000,000 Ded: \$50,000
C	Cyber (Network Security)			PLMCBS7EAAAL7Z5003	2/13/2025	2/13/2026	Ded: \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Workers' Compensation and Employer's Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

Employment Practices Liability, PHPK2654986005, Philadelphia Indemnity Ins. Co., 2/13/2025 - 2/13/2026, Per Claim/Aggregate: \$1,000,000, Ded: \$75,000

Umbrella follows form over the Employers' Liability, General Liability and Professional Liability (\$5MM Sub-Limit).

It is agreed that Brevard Schools is Additional Insured, when required by written contract, on the General Liability, Automobile Liability and Professional Liability policies with respect to operations performed by the Named Insured in connection with this project.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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