



**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH AUTOMOTIVE
PERSONNEL NETWORK (APN STAFFING AND EMPLOYMENT SOLUTIONS)**

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 Automotive Personnel Network (APN Staffing and Employment Solutions) (“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:**

**AUTOMOTIVE PERSONNEL
NETWORK (APN STAFFING AND
EMPLOYMENT SOLUTIONS)**

By: 
Amanda Otis (May 22, 2025 08:30 CDT)

By: 
Nicholas Mazur (May 21, 2025 16:33 PDT)

Name: Amanda Otis

Name: Nicholas Mazur

Title: State Purchasing Director

Title: Healthcare Director

Date: May 22, 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:

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:

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

Provide Answer Below:

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

Provide Answer Below:

5. Please provided a sample SOW for each category submission

Please Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Please provide certificates and descriptions

Provide Answer Below:

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:

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

Provide Answer Below:

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

Provide Answer Below:

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:

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
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;
- 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 \(oklahoma.gov\)](#) 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;

- 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.

Administrative Support (including office & clerical)

Administrative Assistant	\$32.00
Office Manager	\$56.00
Receptionist	\$31.00
Executive Assistant	\$46.00
Office Clerk	\$30.00
Data Entry Clerk	\$30.00
Office Coordinator	\$40.00
Office Assistant	\$30.00
Project Administrator	\$46.00
Administrative Manager	\$48.00
Administrative Director	\$130.00
Customer Service Representative	\$32.00
Accounts Payable Clerk	\$42.00
Accounts Receivable Clerk	\$42.00
Payroll Administrator	\$48.00
Legal Secretary	\$43.00

Commerical Industrial Workers

Warehouse Associate	\$28.50
Forklift Operator	\$39.00
Machine Operator	\$39.00
Quality Control Inspector	\$45.00
Maintenance Technician	\$43.00
Material Handler	\$35.00
CNC Machinist	\$45.00
Industrial Electrician	\$54.00
Welder	\$54.00
Plant Operator	\$37.50
Logistics Coordinator	\$38.00
Safety Supervisor	\$70.00

Healthcare Staffing Services (clinical)

Registered Nurse (RN)	\$93.00
Licensed Practical Nurse (LPN)	\$46.00
Certified Nursing Assistant (CNA)	\$40.00
Medical Assistant (MA)	\$35.00
Nurse Practitioner (NP)	\$143.00
Physician Assistant (PA)	\$143.00
Physical Therapist (PT)	\$95.00
Occupational Therapist (OT)	\$95.00
Radiologic Technologist	\$85.00
Clinical Laboratory Technician	\$85.00
Speech-Language Pathologist	\$93.00
Dietitian/Nutritionist	\$59.00

Healthcare Staffing Services (non-clinical)

Medical and Health Services Manager	\$70.00
Health Information Technician	\$36.00
Medical Transcriptionist	\$36.00
Medical Secretary	\$41.00
Healthcare Administrator	\$90.00
Health Educator	\$49.50
Community Health Worker	\$36.00
Medical Billing and Coding Specialist	\$42.50
Patient Advocate	\$36.00
Clinical Research Coordinator	\$46.50
Healthcare Consultant	\$150.00
Health Information Manager	\$111.00
Medical Records Clerk	\$36.00
Healthcare Recruiter	\$50.00

Professional Services (other than IT)

Accountant II	\$46.00
Accountant I	\$57.00
CPA	\$80.00
Financial Analyst	\$62.00
Management Consultant	\$104.50
Marketing Manager	\$71.00
Human Resources Manager	\$75.00
Legal Advisor	\$140.00
Architect	\$94.00
Civil Engineer	\$71.00
Traffic Engineer	\$105.00
Project Manager	\$75.00
Auditor	\$62.00
Tax Consultant	\$75.00
Public Relations Specialist	\$54.50
Training and Development Specialist	\$60.00
Supply Chain Manager	\$87.00
Urban Planner	\$45.00

Capability Statement

In 1991, nearly 34 years ago, Automotive Personnel Network LLC (dba APN Staffing & Employment Solutions) was established with the sole purpose of placing accounting professionals at automotive dealerships. As the team grew, so did our ability to staff the entire dealership from automotive technicians to general managers.

During the Great Recession of 2008, while the automotive industry was severely affected, our home state of Arizona was continuing to grow – which increased the need for more healthcare workers. That is when APN Staffing & Employment Solutions was formed. Today, Automotive Personnel Network is an LLC partnership that serves the automotive and healthcare industries working with clients and candidates across the US. We are proud to be named a Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) by the City of Phoenix.

Over the past 13 years, and more significantly since the pandemic, our healthcare division has grown exponentially, making it APN's main division. Within the healthcare division, we work with hospitals, behavioral health facilities, group homes, skilled nursing facilities and more. We currently have more than 150 contract employees on our payroll at any given time.

Our most unique niche has been our ability to support the Native American communities for both crisis staffing and long-term recruiting. Two examples of the type of tribal communities we serve are the Pascua-Yaqui Tribe and the Gila River Indian Community. This ranges from licensed counselors, school counselors, crisis support staff, intake specialists, peer support specialists, registered nurses of all specialties and ancillary staff within the hospital and community. Our ability to recruit quality people and retain them is proven by the growth we've seen in supporting the Native American communities around the State. Currently, Nick Mazur, APN's healthcare director, serves as the president of the American Indian Chamber of Commerce of Arizona.

To track and maintain candidates, we utilize a CRM system specifically designed for recruiting firms called PCRecruiter "PCR". Any person that APN is in contact with is tracked using this tool. Our database contains nearly 45,000 people and our recruiters are adding to it daily. We routinely communicate with candidates in PCR through email, phone and a text messaging platform. Candidate profiles prominent within our database include:

- Mental Health Professionals
- Certified Nursing Assistants, Registered Nurses, Licensed Practical Nurses
- Social Workers – Licensed and Unlicensed
- School Counselors and Other Youth Mental Health Professionals
- Dental Assistants, Coordinators and Dentists
- Back Office and Front Office Medical Staff
- Medical Assistants, Behavioral Health Technicians and Sitters

- Pharmacists and Pharmacy Technicians
- Mid-level Providers (Nurse Practitioners and Physician Assistants)

With the exception of 2020, we have seen year-over-year growth over the past few years. This growth can be seen in our own internal infrastructure, as well as through our expanding contract staff headcount. To keep up with our growth, we have naturally scaled to accommodate specific staffing needs, including 24/7 coverage, additional marketing dollars to go towards candidate marketing, as well as hiring additional full-time employees at APN to support the recruiting team with ancillary services such as marketing, credentialing, and payroll.

Our marketing team is dedicated to identifying marketing strategies intended to enhance our candidate database and support our recruiters. Through email campaigns, active engagement on job boards and social media, involvement in community organizations, SEO campaigns and more, the marketing team works with each recruiter to identify their needs and strategize ways to meet their goals. This has allowed the recruiters to scale at levels that they wouldn't ordinarily be able to through traditional recruiting approaches.

With more than 150 contract employees on staff at any given time, having an organized and efficient credentialing process is critical to meeting the compliance goals and timelines of our clients. Once candidates have been identified to begin the credentialing process, our credentialing team initiates a specific process that is formulated for each client based on their position's requirements and timelines. Depending on the credentials and drug testing required, this process can take anywhere from one-to-seven business days.

APN is fully equipped and ready to help fill the personnel gap throughout the duration of the period of performance. We've reviewed the list of requirements needed and have a strong pipeline of candidates already in our database.

Experience

1. **Name of Firm:** Pascua-Yaqui Tribe

Address: 7474 S. Camino de Oeste, Tucson, AZ 85746

Telephone: 520-883-5046
Director of

Contact: Andrew Esposito

Title: Executive

Human Resources

Contact e-mail: Andrew.Esposito@pascuayaqui-nsn.gov

Service Dates: Start Date:
2020 / End Date: Current

Summary of Project: Staffing – Nursing, Support Staff, Social Work Staff, Behavioral Health Staff, Covid Crisis Response Staff, Primary Care, All Other Departmental Needs

Population of Government Entity (if applicable): 19,000

2. **Name of Firm:** Maricopa County – Correctional Health Services

Address: 3250 W Lower Buckeye Rd, Phoenix, AZ 85009

Telephone: 480-392-8027
Supervisor

Contact: Joe Tapia

Title: Staffing

Contact e-mail: jtapia2@azadc.gov

Service Dates: Start
Date: April
2017/End Date: May
2021

Summary of Project: Staffing and Direct Hire – Nursing, Support Staff, Social Work Staff, Behavioral Health Staff, Primary Care, Dental

Population of Government Entity (if applicable): 4.413 million

3. **Name of Firm:** Gila River Healthcare

Address: 534 West Gu U Ki Street, Sacaton, AZ 85147

Telephone: 602-528-1200 **Contact:** Per GRHC Policy, they are not allowed to give references.

Contact e-mail: N/A

Service Dates: Start Date:
2016 / End Date: Current

Summary of Project: Staffing, Temp-to-Perm and Direct Hire – Nursing, Support Staff, Social Work Staff, Behavioral Health Staff, Lab Staff, Covid Crisis Response Staff, Contracts and Grants Staff, Primary Care, Dental, All Other Departmental Needs

Population of Government Entity (if applicable): 21,300

4. **Name of Firm:** The Terraces of Phoenix – A Human Good Community

Address: 7550 N. 16th Street, Phoenix, AZ 85020

Telephone: 602-371-4106
Schedule

Contact: Cynthia Hughes

Title: Personnel

Contact e-mail: Cynthia.Hughes@HumanGood.org
2019 /

Service Dates: Start Date:

End Date: current

Summary of Project: Staffing – Nursing

Population of Government Entity (if applicable): N/A

5. **Name of Firm:** Arizona State Veterans Home - Phoenix

Address: 4141 N S. Herrera Way, Phoenix, AZ 85012

Telephone: 602-248-1562
Coordinator

Contact: Carmen Avila

Title: Staffing

Contact e-mail: cavila@azdvs.gov
2017 /

Service Dates: Start Date:

End Date: current

Summary of Project: Staffing – Nursing

Population of Government Entity (if applicable): N/A

Staffing Levels

A sampling of major projects completed and currently working are as follows:

Maricopa County Correctional Health Services (CHS) came to us looking for registered nurses, licensed practical nurses, medical assistants, sitters, licensed counselors, behavioral health care technicians and other clinical staff to support the entire jail system. Over a span of about six years, at any given time, we had between 40-70 APN personnel working at CHS. We worked closely with CHS to provide the necessary staff with the credentials and training required for each position. We always met their timelines, while also managing call offs, scheduling, and overtime for each employee. Additionally, we played a major role in advising how to accomplish training in a timely manner to support the system's ever-growing needs. It was a partnership that both parties valued.

Gila River Healthcare has come to us for dozens of projects over the past decade. Most notably, we were heavily involved with recruiting permanent staff for the grand opening of the Hau'pal Red Tail Hawk Health Center. Since the pandemic began, we have been providing crisis staff in every department, consistently adjusting our staff to the ever-changing needs of this health crisis. Currently, we have roughly 25-30 staff on-site providing a variety of services. That number has been as high as 70 in the past year.

Pascua-Yaqui Tribe contacted us also at the beginning of the pandemic to staff Covid testing response teams of nurses, nursing assistants and techs. Our successful implementation of rapid crisis staff has led us into many different departments including behavioral health, dental, environmental services and more.

The Arizona State Veterans Home operates nursing homes in Phoenix, Tucson, Yuma and Flagstaff. APN was contracted in 2016 to recruit nurses and nursing assistants. Our success has led us to be the premier staffing partner with the majority of staff on-site being employees of APN Staffing & Employment Solutions.

It is our mission to work with each client individually to meet their needs so they can provide meaningful work to the communities they serve. We ensure that our employees are trained, credentialed, and know the policies and procedures of the client they are assigned.



*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation# EV00000607

2. Bidder General Information:

FEI / SSN : 02-0788468 Supplier ID: _____

Company Name: Automotive Personnel Network DBA APN Staffing and Employment Solutions LLC.

3. Bidder Contact Information:

Address: 20827 N. Cave Creek Road | Suite 103

City: Phoenix State: AZ Zip Code: 85024

Contact Name: Nicholas Mazur

Contact Title: Managing Partner

Phone #: 602-788-5890 Fax #: 602-788-5954

Email: nick@apnusa.com Website: apnusa.com

4. Bidder currently engaged in a boycott of goods or services from Israel.

- YES
- NO

5. Registration with the Oklahoma Secretary of State:

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – Include with the bid a certificate of insurance.
- NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.¹

¹ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
TEMPORARY STAFFING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Expected or Intended Injury – Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000	2
Non-Owned Watercraft	Less than 58 feet	3
Damage to Property You Own, Rent or Occupy	\$30,000	3
Medical Payments	\$20,000	3
Medical Payments Reporting Period	3 Years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	4
Supplementary Payments – Loss of Earnings	\$500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Who Is An Insured Additional Insured – Newly Acquired or Formed Organization Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract	Included	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Liberalization	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Bodily Injury – Includes Mental Anguish	Included	5
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	6
Other Insurance – Primary Clarification	Clarification	6

e. Athletics Activities

To a person injured while taking part in athletics.

H. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Items 1.b. and 1.d. are amended as follows:

- b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

I. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

J. Who is An Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. Newly Acquired or Formed Organization

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is amended to read:

- a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Blanket Additional Insureds When Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for “bodily injury,” “property damage” or “personal and advertising injury” but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

- c. **Interns** – Your interns only while performing duties related to the conduct of your business.
- d. **Contractors** – Any individual or organization under written contract or written agreement with you who provides “staffing services” on your behalf and at your direction for your clients.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a.** the requirement that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An “executive officer” or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b.** the requirement that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An “executive officer” or insurance manager, if you are a corporation.

L. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

M. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period

of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is amended to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Q. Section IV – Commercial General Liability Conditions is amended by the addition of the following:

The following language is added to Item 4. **Other Insurance**:

Insurance under this endorsement is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

R. Staffing Services Exclusions

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**:

Actions Or Activities Of PEO Worker

"Bodily injury" or "property damage" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

Wrongful Acts

"Bodily injury" or "property damage" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is amended as follows:

1. Exclusion **k.** does not apply.
2. Exclusions **a., b., e., f., g., h., i., l.,** and **p.** do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall begin once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown in the Declarations of the policy has been satisfied.
3. The following exclusions are added to Paragraph **2. Exclusions**:

Actions Or Activities Of PEO Worker

"Personal and advertising injury" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Personal and advertising injury" due to the rendering of or failure to render any professional service.

Wrongful Acts

"Personal and advertising injury" arising from a wrongful act in the rendering or failure to render services to or for your client.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Specimen

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

e. Athletics Activities

To a person injured while taking part in athletics.

H. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Items 1.b. and 1.d. are amended as follows:

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We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

J. Who is An Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. Newly Acquired or Formed Organization

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is amended to read:

- a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Blanket Additional Insureds When Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for “bodily injury,” “property damage” or “personal and advertising injury” but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

- c. **Interns** – Your interns only while performing duties related to the conduct of your business.
- d. **Contractors** – Any individual or organization under written contract or written agreement with you who provides “staffing services” on your behalf and at your direction for your clients.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a.** the requirement that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An “executive officer” or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b.** the requirement that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An “executive officer” or insurance manager, if you are a corporation.

L. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

M. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period

of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is amended to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Q. Section IV – Commercial General Liability Conditions is amended by the addition of the following:

The following language is added to Item 4. **Other Insurance**:

Insurance under this endorsement is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

R. Staffing Services Exclusions

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**:

Actions Or Activities Of PEO Worker

"Bodily injury" or "property damage" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

Wrongful Acts

"Bodily injury" or "property damage" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is amended as follows:

1. Exclusion **k.** does not apply.
2. Exclusions **a., b., e., f., g., h., i., l.,** and **p.** do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall begin once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown in the Declarations of the policy has been satisfied.
3. The following exclusions are added to Paragraph **2. Exclusions**:

Actions Or Activities Of PEO Worker

"Personal and advertising injury" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Personal and advertising injury" due to the rendering of or failure to render any professional service.

Wrongful Acts

"Personal and advertising injury" arising from a wrongful act in the rendering or failure to render services to or for your client.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

Specimen

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Automotive Personnel Network LLC</p> <p>Endorsement Effective Date: 05/31/2023</p>
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SCHEDULE

<p>Name of Person(s) or Organization(s):</p> <p>Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured but only for liability arising out of the negligence of the named insured.</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



FORM SCHEDULE

Form	Edition	Description
BJP-190-1	1298	Commercial Lines Policy Jacket
LAH-Notice	0813	Policyholder Notice (Loss Assistance Hotline)
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-LOC-SCH	0820	Location Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0123	1113	Washington Changes - Defense Costs
IL0146	0810	Washington Common Policy Conditions
IL0157	0702	Washington Changes - Actual Cash Value
IL0198	0908	Nuclear Energy Liability Exclusion Endorsement
IL0258	0421	Arizona Changes - Cancellation And Nonrenewal
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
PI-ACL-001	1218	Absolute Cyber Liability And Electronic Exclusion
PI-CANXAICH-002 P	0511	Canc Notice To Sched Addl Insd Or Cert Holder-Blanket
PI-PROF-002	0620	Absolute Communicable Disease Exclusion - Prof Liab
PI-PROF-002 WA	0121	Absolute Communicable Disease Excl - Prof Liab - WA
PI-SAM-018	0519	Absolute Abuse or Molestation Exclusion
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
CADS03	1013	Business Auto Declarations
Hired Or Borrowed Auto	0706	Schedule Of Hired Or Borrowed Covered Auto
CA0001	1013	Business Auto Coverage Form
CA0175	1013	Arizona Changes
CA0205	0514	Arizona Changes - Nonrenewal
CA0444 P	0310	Waiver Of Trans Of Rights Of Rec Agst Others-Blanket
CA2048 P	0299	Designated Insured - Blanket
PI-AUT-001	0116	Cap On Losses From Certified Acts Of Terrorism
PI-TS-030	1115	Staffing Services Auto Endorsement
PI-TS-039	0821	Staffing Services Non-Owned Autos-Desc Auto Exclusion
PI-CRP-01	0605	Crime Protection Plus Declarations
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
PI-CRP-02	0605	Crime Protection Plus Policy
PI-CRP-03	0605	Loss Of Clients Property - Blanket Form [Deductible: 1,000]



FORM SCHEDULE

Form	Edition	Description
		[Limit of Insurance: 100,000]
PI-CRP-06	0605	Convert To An Aggregate Limit Of Insurance
PI-CRP-09 P	0605	Incl Designated Persons/Classes Of Persons As Empl-IC
PI-CRP-23	1119	Crime Protection Plus Pro-Pak
PI-CRP-25	0717	Fraudulent Inducement Exclusion
PI-CRP-AZ-1	0605	Arizona Changes
PI-TS-043	0821	Temporary Staffing Guests Property Coverage
PI-TS-044	0821	Temporary Staffing Agencies Trade Secret Empl Theft
PI-EBL-001D	0599	Employee Benefits Admin Errors And Omissions Ins Dec
PI-ARB-1	0403	Binding Arbitration
PI-EBL-001	0599	Employee Benefits Administration Errors and Omissions
PI-EBL-APP-Addendum	0100	Application Addendum
PI-EBL-AZ-1	0300	Arizona Changes
PI-PPL-001 EB	0803	Prior/Pending Litigation And Known Circumstances Excl
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0300	0196	Deductible Liability Insurance
CG2026 P	0413	Addl Ins - Designated Person Or Organization-Blanket
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2402	1204	Binding Arbitration
CG2404 P	0509	Waiver Of Tran Of Rights Of Rec Against Others-Blanket
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-GLD-TS	1115	General Liability Deluxe Endt: Temporary Staffing
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-TS-001	1210	Property Damage Extension Endorsement
PI-TS-024 P	0715	Designated Project Limits Of Ins - Blanket \$5,000,000
PI-TS-029 P	0715	Designated Location Limits Of Ins - Blanket \$5,000,000
PI-TS-038	0821	Loading Or Unloading Extension Endorsement
PI-PRD-1	0902	Private Company Protection Plus Declarations
PI-BELL-1	1109	Bell Endorsement

- c. **Interns** – Your interns only while performing duties related to the conduct of your business.
- d. **Contractors** – Any individual or organization under written contract or written agreement with you who provides “staffing services” on your behalf and at your direction for your clients.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a.** the requirement that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An “executive officer” or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b.** the requirement that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An “executive officer” or insurance manager, if you are a corporation.

L. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

M. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: 16556041

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0300	0196	Deductible Liability Insurance
CG2026 P	0413	Addl Ins - Designated Person Or Organization-Blanket
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2402	1204	Binding Arbitration
CG2404 P	0509	Waiver Of Tran Of Rights Of Rec Against Others-Blanket
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-GLD-TS	1115	General Liability Deluxe Endt: Temporary Staffing
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-TS-001	1210	Property Damage Extension Endorsement
PI-TS-024 P	0715	Designated Project Limits Of Ins - Blanket \$5,000,000
PI-TS-029 P	0715	Designated Location Limits Of Ins - Blanket \$5,000,000
PI-TS-038	0821	Loading Or Unloading Extension Endorsement

Philadelphia Indemnity Insurance Company

Form Schedule – Commercial Auto

Policy Number: 16556041

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CADS03	1013	Business Auto Declarations
Hired Or Borrowed Auto Sche	0706	Schedule Of Hired Or Borrowed Covered Auto
CA0001	1013	Business Auto Coverage Form
CA0175	1013	Arizona Changes
CA0205	0514	Arizona Changes - Nonrenewal
CA0444 P	0310	Waiver Of Trans Of Rights Of Rec Agst Others-Blanket
CA2048 P	0299	Designated Insured - Blanket
PI-AUT-001	0116	Cap On Losses From Certified Acts Of Terrorism
PI-TS-030	1115	Staffing Services Auto Endorsement
PI-TS-039	0821	Staffing Services Non-Owned Autos-Desc Auto Exclusion

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization who you are required to add by written contract which is executed prior to the occurrence of a loss to waive your rights of recovery, except for a loss resulting from the sole negligence from that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS OR CERTIFICATE HOLDERS

AI or CH	Additional Insured or Certificate Holder	Address
CH & AI	Any person or organization with whom you have agreed to provide 30 days prior written notice of cancellation as provided by your insurance broker of such person or organization and that list is provided to us prior to any such cancellation	Various

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A.** In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.

1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Automotive Personnel Network LLC</p> <p>Endorsement Effective Date: 05/31/2023</p>
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SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>Any person or organization who you are required to add by written contract which is executed prior to the occurrence of a loss to waive your rights of recovery, except for a loss resulting from the sole negligence from that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

(Including Waiver of Subrogation and primary/ non-contributory)

This endorsement modifies and is subject to the insurance provided under the following:

STAFFING SERVICE PROFESSIONAL LIABILITY COVERAGE FORM
STAFFING SERVICE PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE COVERAGE
FORM

A. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization where required by contract executed prior to a loss is an insured, but only with respect to that person's or organization's liability for "damages" arising out of a "wrongful act" during the rendering of "staffing services".

B. Paragraph I. in SECTION IV. CONDITIONS is deleted in its entirety and replaced with the following:

Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

The insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a contract.

WHERE REQUIRED BY WRITTEN CONTRACT, THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION DESCRIBED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION DESCRIBED IN
THE ABOVE.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALLIED HEALTHCARE ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following:

STAFFING SERVICE PROFESSIONAL LIABILITY COVERAGE FORM
STAFFING SERVICE PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE COVERAGE FORM

With respect to "Allied Healthcare Services", the following Exclusions are added to **SECTION I B. Exclusions:**

This insurance does not apply to any "damages", arising out of, directly or indirectly:

1. Any actual or alleged service that is beyond the scope of the specific medical professional;
2. Any actual or alleged administering of anesthetics;
3. Any actual or alleged service rendered as a proprietor, superintendent, or "executive officer" of any hospital, sanitarium, clinic, nursing or convalescent home, or home for the aged or infirmed persons.

For the purposes of this endorsement, the following definition is added to **DEFINITIONS:**

"Allied Healthcare Services" means services performed by a "staffing service employee" to care for or assist others. "Allied Healthcare Services" includes the furnishing of food, beverages, medications or appliances in connection with such services and the post mortem handling of human bodies.



Confidentiality

APN Staffing and Employment Solutions acknowledges that there are no portions of our bid that are to be held proprietary or confidential.



Exceptions

APN Staffing and Employment Solutions has no exceptions or revisions to the terms or conditions provided by the State.



Additional Bidder Terms

APN Staffing and Employment Solutions requests no additional terms.



Specifications and Requirements

Meeting Acquisition Specifications

APN Staffing and Employment Solutions is a leading provider of temporary employment services specializing in healthcare, administrative, tribal, government, and educational staffing. With over 34 years of experience, we have successfully placed qualified professionals in a variety of industries, ensuring that all credentialing and compliance requirements are met. Our approach is centered on delivering highly qualified candidates in a timely manner while maintaining full compliance with OMES regulations.

Deliverable Timelines

To ensure prompt and efficient service, APN Staffing follows these deliverable timelines:

- **Candidate Placement:** Candidates are identified and placed within 24-48 hours of receiving a request.
- **Credential Verification:** All required documentation, including background checks, professional licenses, and certifications, are verified prior to assignment.
- **Quality Assurance Checks:** Within the first week of assignment, we conduct follow-ups with both the client and the placed candidate to ensure expectations are met.
- **Replacements:** If a candidate needs to be replaced, a qualified replacement is provided within 24 hours, including weekends and holidays.

Compliance & Background Checks

APN Staffing adheres to OMES standards for background and reference checks, ensuring all assigned personnel meet regulatory and customer-specific requirements. We have a dedicated credentialing process, which monitors and alerts us to expiring credentials, including:

- Professional Licenses
- Background Checks & Drug Screening (as requested by the Customer)
- HIPAA, FERPA, and CJIS compliance training (as applicable)
- TB Tests, MMR, HepB, and other immunization records

Supplier Responsibilities

APN Staffing is committed to maintaining a high standard of service by:

- Maintaining regular communication with customers to ensure expectations are met.
- Handling all employment responsibilities, including payroll, benefits, taxes, and liability insurance.
- Providing conflict resolution processes to address workplace issues effectively.
- Ensuring compliance with dress code and professional conduct standards.

Placement & Customer Requests

- We ensure expedient candidate delivery, responding to requests via email, or phone.
- Clients have the option to interview candidates before placement and may request replacements at any time.

References & Value-Added Services

References:

APN Staffing has successfully partnered with multiple government and educational institutions. Below are three references:

1. Pascua-Yaqui Tribe

- Address: 7474 S. Camino de Oeste, Tucson, AZ 85746
- Contact: Andrew Esposito, Executive Director of Human Resources
- Phone: 520-883-5046
- Email: Andrew.Esposito@pascuayaqui-nsn.gov
- Service Dates: 2020 – Present
- Services Provided: Staffing – Nursing, Support Staff, Social Work Staff, Behavioral Health Staff, Covid Crisis Response Staff, Primary Care, All Other Departmental Needs

2. Maricopa County – Correctional Health Services

- Address: 3250 W Lower Buckeye Rd, Phoenix, AZ 85009
- Contact: Joe Tapia, Staffing Supervisor
- Phone: 480-392-8027
- Email: jtapia2@azadc.gov
- Service Dates: April 2017 – May 2021
- Services Provided: Staffing and Direct Hire – Nursing, Support Staff, Social Work Staff, Behavioral Health Staff, Primary Care, Dental

3. Gila River Healthcare

- Address: 534 West Gu U Ki Street, Sacaton, AZ 85147
- Contact: Per GRHC Policy, they are not allowed to give references.

- Phone: 602-528-1200
- Service Dates: 2016 – Present
- Services Provided: Staffing, Temp-to-Perm and Direct Hire – Nursing, Support Staff, Social Work Staff, Behavioral Health Staff, Lab Staff, Covid Crisis Response Staff, Contracts and Grants Staff, Primary Care, Dental, All Other Departmental Needs

Value-Added Services:

- Credential Monitoring System to track and maintain compliance of all placed employees.
- Customized Staffing Solutions to meet the unique needs of different agencies.
- 24/7 Customer Support for urgent staffing needs.
- Dedicated Account Managers for each contract to streamline communication and service requests.

APN Staffing is fully prepared to meet and exceed the specifications outlined in Attachment A of this solicitation. We look forward to the opportunity to provide exceptional temporary staffing services to the State of Oklahoma.