



**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH PREMIER STAFFING
SOURCE, INC.**

This State of Oklahoma Statewide Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Premier Staffing Source, Inc. ("Supplier") and is effective as of the date of last signature.

Purpose

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

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

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

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

PREMIER STAFFING SOURCE, INC.

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 3/11/2021

By: Myrna Cooks (Mar 10, 2021 13:31 EST)

Name: Myrna L. Cooks

Title: President/CEO

Date: March 10, 2021

ATTACHMENT A
SOLICITATION NO. 0900000443

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

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

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

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

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

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

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

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

1. Contract Term and Renewal Options

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

2. Specifications

2.1. Temporary Employment Services

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

2.2. Work Hours

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

2.3. Placement

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

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

2.4. Supplier's Responsibilities

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

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

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

2.5. Bonding

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

2.6. Equipment, Property and Damages

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

2.7. Customer's Responsibilities

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

2.8. Background Checks

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

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

2.9. References

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

2.10. Value Add

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

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

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

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

1 Scope and Contract Renewal

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

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

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

2 Contract Effectiveness and Order of Priority

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

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

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

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

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

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

3 Modification of Contract Terms and Contract Documents

- 3.1** The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

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

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 Bid** means an offer a Bidder submits in response to the Solicitation.

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

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

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

5 Pricing

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

6 Ordering, Inspection, and Acceptance

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

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

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

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

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

7 Invoices and Payment

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

The following terms additionally apply:

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

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

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

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

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

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

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

9 Compliance with Applicable Laws

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

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

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

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

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

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

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

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

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

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

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

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

12 Conflict of Interest

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

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

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

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

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

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

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

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

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

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

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

16.3 Notice and Cooperation

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

16.4 Coordination of Defense

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

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

16.5 Limitation of Liability

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

17 Termination for Funding Insufficiency

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

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

18 Termination for Cause

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

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

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

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

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

20 Suspension of Supplier

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

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

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

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

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

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

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

24 Security of Property and Personnel

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

25 Notices

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

If sent to the State:

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

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

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

26 Miscellaneous

26.1 Choice of Law and Venue

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

26.2 No Guarantee of Products or Services Required

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

26.3 Employment Relationship

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

26.4 Transition Services

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

26.5 Publicity

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

26.6 Open Records Act

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

26.7 Failure to Enforce

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

26.8 Mutual Responsibilities

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

26.9 Invalid Term or Condition

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

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

26.10 Severability

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

26.11 Section Headings

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

26.12 Sovereign Immunity

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

26.13 Survival

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

26.14 Entire Agreement

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

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

26.15 Gratuities

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

26.16 Import/Export Controls

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

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

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

2. Orders and Addendums

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

3. Termination for Funding Insufficiency

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

4. Termination for Cause

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

5. Termination for Convenience

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

6. Contract Management Fee and Usage Report

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

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

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

6.3 All Contract Usage Reports shall meet the following criteria:

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

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

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

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

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

Section Eight: Response to Solicitation Specifications and Requirements

2.1 Temporary Employment Services

Prior to placement on a contract, all PSS, Inc. new hires receive an Assignment Letter which details the Associate's (assigned individual) job title, address to report to work, start date, hours of work, expected term of work, pay rate and pay schedule, anticipated length of assignment, on-site supervisor to whom the Associates will report, and customer's dress code, if specified. It is understood if the Associate must abide by the customer's dress code.

All PSS, Inc. Associates are *required* to attend the PSS, Inc. New Hire Orientation (NHO) *before placement*. NHO is a component of the PSS, Inc. On-boarding Program to provide new hires with specific company information to include company objectives, vision, and mission. During the orientation process, employees also receive training on timekeeping policy and procedures, customer service, client security requirements, ethics and company policy and procedures. The NHO also includes a review of the employee handbook which includes the company's dress code policy, workplace policies including discrimination, sexual harassment, Americans with Disabilities Act, Immigrant Reform and Control Act and Drug-Free Workplace. NHO includes a review of PSS, Inc. requirement that all customer information remains confidential and is not shared outside of the worksite.

Employees are required to acknowledge their understanding of company policy and processes via a signed acknowledgment form which is placed in their personnel file.

Within one-half hour after scheduled arrival time, the Account Manager or Recruiter will confirm with the customer that the Associate arrived to work. The Associate is made aware of the length of the assignment, but it is understood the customer may reduce the timeframe if desired. Additionally, if an Associate is unable to complete an assignment, the Associate will be replaced within 24 hours of notification. This includes weekends and holidays.

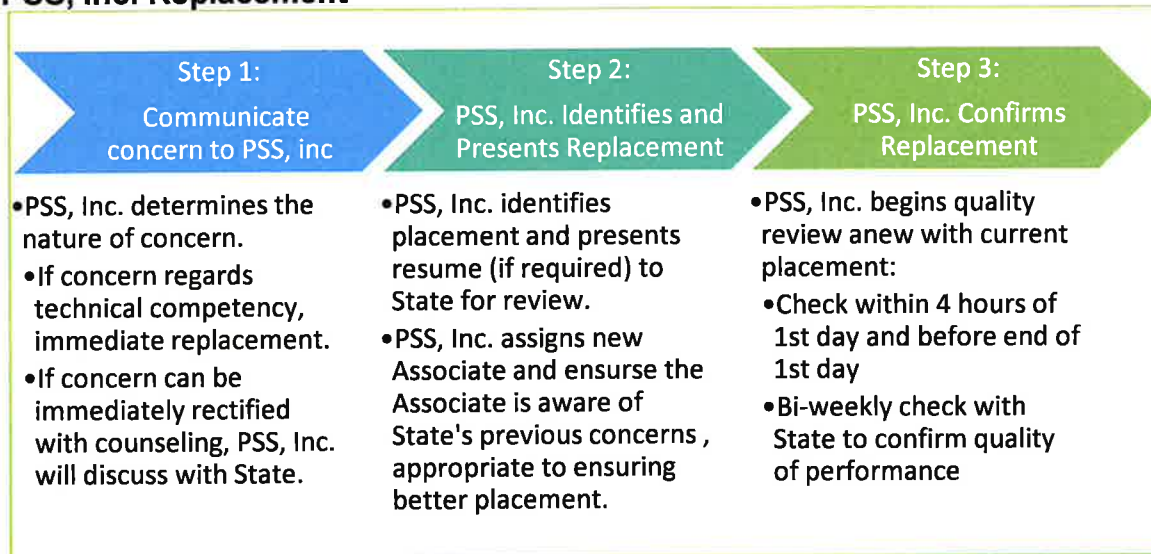
2.2 Work Hours

The assigned Associates will be informed of the work hours designated by the Customer, whether it is for weekdays, evening/night, weekend, shift work, or holidays. It is understood the Associates are not paid for their lunch hour.

Associates that the Customer deems unsatisfactory within the first eight (8) hours of assignment will be replaced without a charge to the Customer. If the Associate works beyond the initial eight (8) hours and is determined unsatisfactory by the Customer, the Customer will be issued a credit invoice for the total charges from the point of notification requesting a replacement. PSS, Inc. will replace an unsatisfactory Associate within one (1) business day, should the Customer desire PSS, Inc. to provide a replacement. PSS,

Inc. acknowledges the Customer may determine if the Associate is satisfactory or meets their requirements.

PSS, Inc. Replacement



2.3 Placement

The nature of PSS, Inc.'s is that the company provides solutions through individuals. To guard against problems, PSS, Inc. makes certain its Associates have a clear understanding of the engagement, what skills are required and the objective of the Customer for procuring the service. This information is documented and reviewed with the assigned Associate prior to the start of the engagement.

PSS, Inc. addresses customer concerns using its *IQR*® methodology. The Project/Account Manager identifies the concerns, quantifies/qualifies the concern and communicates a resolution to the customer. All Project/ Account Managers are trained in this company-specific methodology. At all times, PSS, Inc. remains cognizant that the customer is paying for a service and all personnel related issues are the province of the company. As such, PSS, Inc.'s singular goal with problem resolution is to ensure the customer's satisfaction. Throughout the resolution process PSS, Inc. remains in communication with the customer to keep them apprised. In matters where a PSS, Inc. Associate's behavior or skills do not meet the customer's or PSS, Inc.'s expectations they are immediately removed. PSS, Inc. will make arrangements for a qualified replacement.

Should the Customer refer a candidate to PSS, Inc. for employment or if PSS, Inc. requires PSS, Inc. to recruit a candidate to fulfill a customer's request, the company thoroughly vets its candidates using assessments and hiring procedures.

The company's goal is to ensure service exceeds customer expectations. The company warrants that the credentials and certifications of its staff have been verified prior to placement with the customer. Recognizing PSS, Inc.'s employees as one of the

company's strongest and most important assets, PSS, Inc. takes particular care in the assessment and hiring of staff. PSS, Inc. employs the following six-step matching process which is intrinsic to its recruiting and hiring program and ensures that gap assessments are initiated and evaluated at each step. This ensures each candidate has been fully screened. These steps include:

- **Pre-screen** - PSS, Inc.'s Recruiters begin the dialogue with a pre-screening of the applicant over the telephone. This is an in-depth screening to solicit experience, technical skills and work preference.
- **Interview** – PSS, Inc. utilizes the interview process to close the gaps and to begin the assessment of skills, integrity, and work ethics of the candidate. For this effort, PSS, Inc. will ensure the best candidates receive an interview. PSS, Inc. will provide the initial screening of all candidates and will forward those with acceptable test scores and work experience.
- **Skills assessment** - PSS, Inc.'s skills assessments are based on the qualifications and profession of the individuals. They include writing samples and an evaluation of technical skills. The company employs computer-based testing for some skills and others are assessed by its technical staff. As this is a critical component to PSS, Inc.'s selection criteria, the bulk of a candidate's interview is spent in this area.
- **Reference and Background checks** - All successful candidates are thoroughly reference checked prior to joining PSS, Inc.'s firm. PSS, Inc.'s policy is to secure a minimum of two business references. Additionally, as a condition of employment for some efforts, employees are required to provide legal documentation verifying that they are United States Citizens. Additionally, depending on work assignments, some Associates may be required to undergo fingerprint clearance. PSS, Inc. uses National Background Investigations (NBI) and HireRight to conduct criminal background checks. Candidates who are unable to successfully pass a background check are not hired by PSS, Inc. In addition, any positions requiring the operation of a motor vehicle will be required to show a valid driver's license.
- **Drug screening** – Many of PSS, Inc.'s contracts required drug screening. As such, PSS, Inc. Associates assigned to these contracts must successfully pass a drug screening to remain eligible to work. PSS, Inc. will work with a local facility to ensure a 9-panel drug screen is done to identify detection of Cocaine (COC), Amphetamine (AMP), Methamphetamine (M-AMP), Tetrahydrocannabinol (THC), Methadone (MTD), Opiates (OPI), Phencyclidine (PCP), Barbiturates (BAR), Benzodiazepines (BZD) and Tricyclic Antidepressant (TCA). All employees prior to placement under these contracts will have successfully completed this screening.
- **Health Assessment** – Many of PSS, Inc.'s contracts also require a health assessment for certain positions. PSS, Inc. will work with a local facility to ensure candidates are assessed for ability to perform the required tasks of a specific position.

PSS, Inc. acknowledges the following:

- Customer will not pay a placement or conversion fee for individuals who are referred by the Customer.
- Customer may request service from PSS, Inc. via email, facsimile or telephone call.
- PSS, Inc. will respond expeditiously to Customer's request for service.
- Customer may interview the candidate to determine if candidate's qualifications meet the requirements for the position.
- Candidate may be rejected or removed by Customer if he/she does not meet experience requested or deficient in performance.
- Customers may select Awarded Supplier within their geographic region based on their preference.
- Customer may contact multiple Awarded Suppliers to fill the same position.

2.4 Supplier's Responsibilities

PSS, Inc. acknowledges the following:

- PSS, Inc. is required to obtain the information described in the Scope of Work and any necessary information to determine the job category that satisfies the service request made by the Customer.
- Prior to proceeding with a service request, PSS, Inc. will inform the Customer's point of contact of the proposed job classification and applicable rate and obtain authorization to proceed.
- PSS, Inc. will ensure all candidates are placed in the applicable job classification to avoid an abuse of the contract.
- PSS, Inc. will conduct the appropriate background and reference checks on potential candidates prior to placement on any assignments. More extensive background checks will be conducted when required by the Customer.
 - PSS, Inc. will send the Customer notification of compliance with the background and reference checks.
 - Failure to provide notification will be considered a violation and may result in the candidate's rejection or jeopardize future placements by PSS, Inc.
- Services are required as needed upon request from the Customer. PSS, Inc. is responsible for liability insurance, federal and state payroll requirements for all Associated place on engagement with the Customer, which includes: payroll taxes payroll taxes and reports, workers' compensation, benefits, hiring and firing, etc.
- PSS, Inc. will conduct periodic quality assurance checks with the Customer to ensure Associate is fulfilling their requirements. In addition to the first day of check, PSS, Inc. will conduct the check weekly to ensure Customer's continued satisfaction.

- Customer may hire PSS, Inc.'s Associate as a permanent employee should the Associate agree to accept employment without any further financial obligation to PSS, Inc.
- The Customer will not be held responsible should PSS, Inc.'s Associate leaves PSS, Inc. and is employed by another company.
- PSS, Inc. agrees to ensure Associates are bound by the Customer's security regulations, policies and standards based on the Customer's requirements.
- PSS, Inc. will ensure backup documentation, such as Associate's timesheets, are attached to all invoices. Associate's timesheet will include the information State requires.
- PSS, Inc. is responsible for its Associates placed with the State and may be held financially liable for its Associate's negligent acts.

2.5 Bonding

PSS, Inc. has the ability to bond Associates directed by the Customer. PSS, Inc. understands this is a fee the Customer will incur for this service. PSS, Inc. will select the bonding insurer, but must make sure the insurance policy meets the State's requirements.

2.6 Equipment, Property and Damages

PSS, Inc. will be responsible for the proper maintenance and custody of any personal tangible property owned and real property furnished by the Customer for use in the performance of the contract, which may include computers, copy machines, phones, printers, etc. PSS, Inc. will reimburse the Customer for property's loss or damage caused by its assigned Associates. This does not include normal wear and tear.

2.7 Customer's Responsibilities

The Customer is responsible for defining the details of the request prior to contacting PSS, Inc. The specifics of the details should be presented to PSS, Inc. in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment and to prevent confusion.

2.8 Background Checks

PSS, Inc. may be required by the Customer to conduct additional background investigations beyond normal references, depending of the nature of the assignment, prior to the temporary assignment. The cost of an additional background check may be borne by the Customer. PSS, Inc. will conduct at its expense employment eligibility and reference checks for all Associates placed with the Customer. Background checks for Customer referrals will be at the Customer's discretion. It is understood the Customer reserves the right to request and conduct pre-employment background checks and drug testing prior to potential candidate's starting date. The Customer will limit background checks and drug testing requirements for PSS, Inc.'s candidates to those required of the Customer's full-time employees holding the same or similar positions.

2.9 References

See Section Twelve of proposal for PSS, Inc.'s references.

2.10 Value Add

See Section Ten of proposal for PSS, Inc.'s value added services.

DRAFT STATEMENT OF WORK

A. Statement of Work

The temporary personnel will be providing services in the various areas of the Office of Management and Enterprise Service (OMES) operations. The primary goal is to procure temporary workforce that has the skills, knowledge, abilities, and practical experience to accomplish the mission of the OMES and the applicable functions for various OMES Agencies and Affiliates in an expeditious manner. The workforce provided must treat the public, visitors, other vendors and OMES employees with care and consideration and encourage the public to come back to the OMES for needed services and information. This requires the contractor to provide staff with strong customer service skills. The contractor shall be responsible for furnishing the required type and labor categories listed in this requirement, hiring and firing of employees, assignment of employees to the specific OMES department and agency, establishment of a quality control program, employee retention program, and training to ensure the readiness of the OMES workforce and quality of life to OMES citizens, visitors and employees.

Requirements and Specific Tasks to be performed:

1. The contractor shall provide temporary services to various OMES Agencies/Affiliates on an as needed basis to supplement the OMES's work force during peak workloads and when staff is unavailable to work. Temporary service may be required for periods ranging from days to extended periods of several months or longer. The standard minimum number of hours for any one temporary worker will be four (4) hours in a workday. Overtime will be computed on any hours worked in excess of forty (40) hours in one standard work week and shall not be accrued as any hours over eight (8) in a regular workday.
2. The contractor shall furnish all personnel required to provide a staff of temporary service employees in accordance with all terms and conditions of this solicitation.
3. All work shall be performed in strict accordance with the specifications and performance standards established in this document and as directed by the supervising OMES employee. If it is determined by the OMES that the contractor's performance has become unsatisfactory, the Contractor will be notified of the infraction requiring corrective action. The contractor will implement all required corrective actions within 3 days of such written notice from the OMES.
4. The OMES reserves the right to add or delete positions for services under this Agreement as requirements change during the period of the Agreement. Changes must be submitted in writing (i.e. emails and letters) by the OMES promptly. The OMES shall not guarantee any minimum requirements under this Agreement.

DRAFT STATEMENT OF WORK

5. No temporary employee shall be assigned until personal and professional qualifications are verified by the OMES. The contractor shall provide to the OMES all documents, information, and other sources necessary for such verification. The Contractor shall be responsible for all training expenses for its temporary, technical and administrative staff.
6. The contractor's personnel must provide evidence of customer service skills, through training courses provided by the Contractor. All assigned temporary personnel shall have the ability to speak, write, and read English proficiently.
7. The contractor shall furnish identification badges indicating "Temporary Employee" for all assigned employees. The badges must be worn at all times during the performance of duties and work as prescribed herein while on OMES property. Prior to assignment to the OMES, the contractor shall furnish a valid photo identification card for each employee.
8. Access to OMES facilities will be directed and prescribed by the OMES. The OMES retains the right to search any temporary employee.
9. Only authorized contractor's employees are allowed on the premises for security reasons. Contractor's employees are not to be accompanied in their work areas by acquaintances, family members or any other person who is not an authorized employee.
10. When personnel changes occur, the contractor will appoint replacements in such a manner that there will be no lapse in services provided, consistent with the requirements of paragraph 4 above.
11. The OMES reserves the right to evaluate question proposed temporary employees prior to their placement to observe technical skills, physical and behavioral characteristics.
12. The contractor shall comply with the OMES's Drug Free Workplace Policy. Due to the nature of the work and the delineation of responsibilities attributed to certain duties and assignments, the OMES may require individuals assigned under this Agreement to comply with specific conditions of assignment which shall include the administration and results review of a drug screening test to ensure compliance with the current OMES substance abuse policy. The drug test must be conducted and documented by a National Institute of Drug Abuse (NIDA) approved laboratory. All costs associated with drug screening will be the responsibility of the contractor. Drug screening results must be submitted in their original, unaltered form for review upon request. The interpretation of such records and results and the decision to allow the assignment of a contract individual will be at the sole discretion of the OMES.

DRAFT STATEMENT OF WORK

13. The contractor shall provide a Project Manager, who shall be responsible for the overall coordination of work performed in accordance with OMES requirements and shall act as the central point of contact with the OMES. The Project Manager shall be available during normal working hours of the OMES (8:30 AM - 5:00 PM) to receive any special instructions from the OMES in accordance with the Agreement. Use of an automated answering machine does not meet this requirement. The contractor shall provide sufficient temporary personnel essential to accomplish all required services. Project Manager must be appropriately trained by contractor and possess the necessary competency to check and ensure that services are being performed in accordance with the OMES's requirements and the specifications of this Agreement.

In the event contractor's personnel assigned as the Project Manager must be replaced by the Offeror, replacement personnel must be identified using the same guidelines established for the initial personnel as described above and must be approved by the OMES.

14. The OMES reserves the right to order the removal of any of contractor's employee from the OMES's premises. When a contractor's employee is replaced, the replacement must occur no later than the removed employee's next scheduled shift. If the employee is removed during a shift, the contractor shall provide an immediate replacement or the Contractor's Project Manager shall assume the position until such time that relief can be on site and is qualified in accordance with the requirements of paragraph 4. above. Replacement employees must meet all the qualifications and conditions contained in this scope of work. The contractor shall afford the OMES the first eight (8) hours as a probationary period for each temporary employee supplied to the OMES. If during this period, the employee is determined to be unacceptable, the OMES will notify the contractor and the employee will be taken off the assignment at no charge to the OMES and a suitable replacement will be provided. The probationary period is being required in the event the temporary employee is deemed unsuitable within the first eight (8) hours of employment, in which case the OMES will not pay for the employee's services.
15. The contractor shall submit separate invoices to the appropriate Department. Payment will be issued only after receiving an accurate, complete and signed invoice.
16. Causes for removal shall include, but not be limited to the following:
 - a) Wearing of inappropriate clothing, as required by the OMES's policy.
 - b) Engaging in loud or boisterous conduct or other action(s) unbecoming a OMES employee.
 - c) Unauthorized use or misappropriation of OMES property.
 - d) Failure to meet acceptable standards regarding neatness and

DRAFT STATEMENT OF WORK

demeanor of a normal, prudent person.

- e) Leaving building after assuming duty, or before being properly relieved of duties.
- f) Accessing an unauthorized area of a facility.

17. Contractor shall take all necessary steps to ensure that temporary employees assigned to the OMES are not a threat to the safety of the facility, its occupants and real or personal property.

Section Nine: Pricing

Temporary Employment Services

Solicitation No. 0900000443

Premier Staffing Source, Inc.

	NTE	OT Bill
Administrative Support (Office and Clerical):		
Accounting Clerk I	\$ 24.84	\$ 37.26
Accounting Clerk II	\$ 28.98	\$ 43.47
Accounting Clerk III	\$ 31.74	\$ 47.61
Administrative Assistant	\$ 27.60	\$ 41.40
Call Center Representative	\$ 24.25	\$ 36.38
Cashier	\$ 20.70	\$ 31.05
Copy Machine Operator	\$ 23.46	\$ 35.19
Customer Service Representative I	\$ 22.08	\$ 33.12
Customer Service Representative II	\$ 26.22	\$ 39.33
Customer Service Representative III	\$ 34.50	\$ 51.75
Data Entry Operator I	\$ 20.70	\$ 31.05
Data Entry Operator II	\$ 28.21	\$ 42.31
Desk Clerk	\$ 24.84	\$ 37.26
Document Preparation Clerk	\$ 22.77	\$ 34.16
Executive Assistant	\$ 50.55	\$ 75.82
General Clerk I	\$ 17.94	\$ 26.91
General Clerk II	\$ 22.08	\$ 33.12
General Clerk III	\$ 26.22	\$ 39.33
Legal Secretary I	\$ 31.98	\$ 47.97
Legal Secretary II	\$ 37.60	\$ 56.40
Librarian	\$ 46.99	\$ 70.48
Library Aide/Clerk	\$ 26.22	\$ 39.33
Library Technician	\$ 34.50	\$ 54.38
Mail Room Clerk	\$ 22.08	\$ 33.12
Personnel Assistant (Employment) I	\$ 27.60	\$ 41.40
Personnel Assistant (Employment) II	\$ 31.74	\$ 47.61
Personnel Assistant (Employment) III	\$ 38.64	\$ 57.96
Production Control Clerk	\$ 26.22	\$ 39.33
Secretary I	\$ 26.22	\$ 39.33
Secretary II	\$ 35.62	\$ 53.43
Secretary III	\$ 41.40	\$ 62.10
Supply Technician	\$ 30.36	\$ 45.54

Receptionist/Switchboard Operator	\$ 20.70	\$ 31.05
Records Management Clerk	\$ 20.70	\$ 31.05
Travel Clerk I	\$ 22.08	\$ 33.12
Travel Clerk II	\$ 30.36	\$ 45.54
Travel Clerk III	\$ 35.88	\$ 53.82
Word Processor I	\$ 23.46	\$ 35.19
Word Processor II	\$ 27.60	\$ 41.40
Word Processor III	\$ 35.55	\$ 53.32
Commercial/Industrial Workers :		
General Maintenance Worker	\$ 21.75	\$ 32.63
Janitor	\$ 21.75	\$ 32.63
Laborer	\$ 23.20	\$ 34.80
Material Handling Laborer	\$ 23.36	\$ 35.04
Shipping Packer	\$ 22.62	\$ 33.93
Shipping / Receiving Clerk	\$ 26.75	\$ 40.13
Stock Clerk	\$ 27.55	\$ 41.33
Warehouse Specialist	\$ 27.55	\$ 41.33
Healthcare Staffing Services		
Certified Occupational Therapist Assistant	\$ 45.53	\$ 68.30
Certified Physical Therapist Assistant	\$ 44.95	\$ 67.43
Claims Processor	\$ 27.55	\$ 41.33
Claims Processor (Senior)	\$ 31.90	\$ 47.85
Dental Assistant	\$ 29.32	\$ 43.98
Dental Hygienist	\$ 42.05	\$ 63.08
Dietary Aide	\$ 17.40	\$ 26.10
EKG Technician	\$ 30.45	\$ 45.68
Electroneurodiagnostic Technologist	\$ 36.25	\$ 54.38
Eligibility / Insurance Verifier	\$ 31.90	\$ 47.85
Insurance Coordinator	\$ 40.09	\$ 60.13
Licensed Practical Nurse I	\$ 40.09	\$ 60.13
Licensed Practical Nurse II	\$ 44.95	\$ 67.43
Licensed Practical Nurse III	\$ 47.85	\$ 71.78
Medical Assistant	\$ 26.93	\$ 40.39
Medical Laboratory Technician	\$ 33.35	\$ 50.03
Medical Record Clerk	\$ 26.64	\$ 39.95
Medical Record Technician	\$ 28.25	\$ 42.37
Medical Transcriptionist	\$ 36.93	\$ 55.40
Nursing Assistant I	\$ 22.29	\$ 33.43
Nursing Assistant II	\$ 24.65	\$ 36.98
Nursing Assistant III	\$ 30.45	\$ 45.68
Nursing Assistant IV	\$ 37.70	\$ 56.55

Pharmacy Technician	\$ 30.45	\$ 45.68
Phlebotomist	\$ 31.90	\$ 47.85
Radiologic Technologist	\$ 40.60	\$ 60.90
Registered Nurse I	\$ 53.36	\$ 80.04
Registered Nurse II	\$ 55.10	\$ 82.65
Registered Nurse III	\$ 60.90	\$ 91.35
Registered Nurse IV	\$ 72.50	\$ 108.75
Scheduler (Drug and Alcohol Testing)	\$ 26.85	\$ 40.28
Substance Abuse Treatment Counselor	\$ 42.21	\$ 63.31
Professional Services:		
Accountant I	\$ 34.95	\$ 52.42
Accountant II	\$ 42.30	\$ 63.44
At Risk Counselor I	\$ 51.57	\$ 77.36
Auditor I	\$ 41.40	\$ 62.10
Auditor II	\$ 62.10	\$ 93.15
Business Development Manager	\$ 65.25	\$ 97.88
Business Development Sales Rep.	\$ 65.25	\$ 97.88
Buyer I	\$ 39.50	\$ 59.26
Buyer II	\$ 46.45	\$ 69.68
Buyer III	\$ 58.88	\$ 88.32
Contract Administrator	\$ 50.75	\$ 76.13
Contract Specialist	\$ 65.25	\$ 97.88
Community Relations Representative II	\$ 50.75	\$ 76.13
Community Relations Representative III	\$ 58.00	\$ 87.00
Controller	\$ 103.50	\$ 155.25
Cost Accounting Specialist	\$ 46.31	\$ 69.46
CPA	\$ 71.76	\$ 107.64
Executive Consultant	\$ 116.00	\$ 174.00
Financial Analyst I	\$ 39.43	\$ 59.14
Financial Analyst II	\$ 47.84	\$ 71.77
Financial / Business Analyst	\$ 39.43	\$ 59.14
Human Resources Coordinator	\$ 36.25	\$ 54.38
Human Resources Manager	\$ 65.25	\$ 97.88
Human Resources Specialist	\$ 46.40	\$ 69.60
Inspection Manager	\$ 41.83	\$ 62.75
Inspection Specialists	\$ 31.90	\$ 47.85
Insurance Specialist I	\$ 36.25	\$ 54.38
Insurance Specialist II	\$ 43.50	\$ 65.25
Insurance Specialist III	\$ 50.75	\$ 76.13
Logistics Specialists	\$ 42.05	\$ 63.08
Logistics Manager	\$ 65.25	\$ 97.88
Paralegal/Legal Assistant I	\$ 37.70	\$ 56.55

Paralegal/Legal Assistant II	\$ 43.50	\$ 65.25
Paralegal/Legal Assistant III	\$ 50.75	\$ 76.13
Paralegal/Legal Assistant IV	\$ 58.00	\$ 87.00
Payroll Clerk	\$ 27.60	\$ 41.40
Purchasing Manager	\$ 65.25	\$ 97.88
Teacher I	\$ 36.25	\$ 54.38
Teacher II	\$ 43.50	\$ 65.25
Teacher III	\$ 50.75	\$ 76.13
Senior Writer	\$ 43.50	\$ 65.25

Section Ten: Offer of Value-Added Products and/or Services

Section Ten: Offer of Value-Added Products and/or Services

PSS, Inc. has made significant investments in industry tools, personnel, and facilities to make certain it is able to provide consistent service and access to its growing customer base. Each investment is made with the goal of increasing customer access and ease of doing business with the company. These services are provided at no additional cost to the customer, which include:

Business Intelligence Tools: PSS, Inc. uses two (2) analytical tools to assist with data analysis and performance tracking. The first tool is Insight Squared, which is a companion application to the company's application tracking application, Bullhorn. Insight Squared helps Account Managers, Recruiters and support staff, proactively support PSS, Inc. customers. The application isolates information by job order, customer, candidate, and end user. The end user can view customized dashboards detailing important critical information related to each customer. End users receive alerts regarding job order and candidate status. Each end user has performance metrics associated with their position. Insight Squared allows users to gauge their performance against company requirements and peers. The application also provides for analytics by Customer Support Team. This analytical capability allows each team member to be on the same accord on customer requirements and service levels.

PSS, Inc. develops business intelligence information for its contracts by leveraging its QlikView business intelligence application. As a matter of practice, PSS, Inc. develops performance metrics for each contract using contractual requirements and customer feedback. The QlikView application allows PSS, Inc. to perform analysis and gain valuable customer insights as it relates to performance. The application is designed to grow with the needs of the company. QlikView's integration capabilities and security features provide a secure tool to invite customer access. In addition to its monitoring capabilities, PSS, Inc. using a Balanced Scorecard approach uses QlikView to leverage data analysis across all support operations.

Customer Portal: PSS, Inc. has developed a customer portal which provides customers with access to reports, billing, training, and other relevant contract information. PSS, Inc. tailors each customer's portals to address specific contract requirements. The company leverages its service by providing its customers with timely access to information in the facilitation of its service. At the start of the contract with the State, PSS, Inc. collaborates with appropriate ordering and contract personnel to determine the type of information desired for its portal. Access privileges are determined for each State designated personnel to ensure security levels are appropriate for each individual. As part of the company service, training is provided such as New Customer Orientation, "Who is the Employer" (addresses co-employment protection), and Introduction to Your PSS, Inc. Portal. The customer portal allows customers easy access to PSS, Inc. supporting documents related to the contract. Users can append the documents with questions which creates a historical trail. PSS, Inc. receives a notification with each document query or change. This facilitates timely communication and expands the company's service

capability. Current PSS, Inc. customers have elected to facilitate the task order process by using their portal to request personnel. Others use the portal to review and approve invoices for payment. The portal is accessible 24/7/365.

Applicant Portal: PSS, Inc.'s industry tools include a web-based recruiting application, Bullhorn. Bullhorn is available 24/7/365. PSS, Inc. uses Bullhorn to conduct applicant tracking, perform recruitment management, conduct semantic resume searches and manage the resume database. All task orders entered in the application generate an alert to all recruiting personnel. Assigned recruiters parse resumes against specific task order, education, and skills requirements to identify a pool of qualified candidates. This facilitates the selection process as it assists with keying in on only those employees with the required skills and experience. Bullhorn includes an applicant portal which allows PSS, Inc.'s candidates to apply on-line and manage their application process in an efficient and expeditious manner. Candidates complete their application, submit their resume and appropriate certifications, as well as complete any required assessment testing through the portal. Once an application posts, a notification is immediately sent to the appropriate CST member. PSS, Inc.'s application portal will be customized to specifically direct potential State applicants to those labor categories that match their skills and experience.

Skills Assessment Portal: PSS, Inc. uses International Knowledge Measurement (IKM) and Prove It! as its skills assessment vendors. Both IKM and Prove It! provide proven skills assessments, which are deployed either on PCs or the Internet in a supervised fashion. As part of its hiring process, PSS, Inc. uses the tools' powerful reporting capabilities to review assessment results against selection criteria for its contracts. IKM and Prove It! provide IT, accounting, industrial, enterprise resource planning (ERP) and administrative and clerical assessments. They each use an adaptive testing method that adjusts the level of difficulty based upon an applicant's previous answers. This provides PSS, Inc. Recruiters with better tools to select the right person for each task order.

Timekeeping Portal: The company uses an internet-based electronic timekeeping system *TimeSheetOnline*. Contractual staff clock in and out for every arrival and departure via the internet. Time is tracked on a project basis and is monitored in "real time" by PSS, Inc. management. State approving managers also have access to view and/or approve timesheets. *TimeClockOnline* features include:

- Secure entry through IP address restriction,
- Automatic time calculation (*TimeSheetOnline*) issues alerts if a manual entry is done
- Remote access
- Dual oversight ability
- 24/7/365 access
- Paperless
- Segregation by project, location, and billable time, and
- Expense tracking

PSS, Inc. is fully equipped with industry related applications such as task order management, personnel management, and relationship management. The company's size provides it with the ability to quickly respond to customer requests without having to go through layers of corporate structure. Assigned project management has the autonomy to make decisions on behalf of the company.









SW0132 Execution Version Contract - Premier

Final Audit Report

2021-03-11

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