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## STATE OF OKLAHOMA CONTRACT WITH NAVIENT B.P.O., LLC

This State of Oklahoma Statewide Contract ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Navient B.P.O., LLC ("Supplier") and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature ("Effective Date").

### Purpose

The State is awarding the Contract to Supplier for the provision of purchasing Call/Contact Center Staffing and Management services for various State agencies, as more particularly described in certain Contract documents. The Supplier requested no exceptions, no additional terms, and requested nothing to be held confidential. 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. Statewide Terms, Attachment C;
  - 2.4. Information Technology Terms, Attachment D;
  - 2.5. Price, Attachment E-1
  - 2.6. Response to Specification, Attachment E-2
3. The parties additionally agree:
  - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier. The State agrees to maintain the Security Certification and Accreditation Assessment found in Supplier's bid as confidential. No other information requested to be held confidential was deemed confidential by the State.

- 3.2. Supplier provided a value add in the bid response. The State declines the value add.
- 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
4. 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**

**NAVIENT B.P.O., LLC**

By: *Amanda Otis*  
Amanda Otis (Jun 11, 2024 16:31 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Jun 11, 2024

By: *Chad Wilson*  
Chad Wilson (Jun 11, 2024 17:17 EDT)

Name: Chad Wilson

Title: President

Date: Jun 11, 2024



**ATTACHMENT A**  
**SOLICITATION NO. 0900000546**

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 (OMES) Information Services Division (ISD) as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide contract for a Call/Contact Center Staffing and Management services for various State agencies. OMES's mission is to enhance Oklahoma's citizen experience in responsive communications by having a dedicated Call/Contact Center that is managed as a complete solution.

**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 four (4) one-year options to renew the Contract.

**2. Scope of Work**

Certain Contract requirements and terms are set forth below as Exhibit 1.

Certain Contract requirements and terms are set forth below as Exhibit 2.

Certain Contract requirements and terms are set forth below as Exhibit 3.

Certain Contract requirements and terms are set as Exhibit 4 – Pricing.

## **EXHIBIT 1**

- I. The Supplier must provide the staffing, consulting, and management as determined by the Customers procuring services based on their specific business needs. When a need is identified, a Statement of Work with Customer specific business requirements and technical specifications will be created by the Customer and sent to the Supplier. Business specific requirements will address operational workflows, detailed system interface requirements, a customization/configuration traceability component and provide for the testing and documented results required by each Customer.
- II. This Contract will provide Call/Contact Center services with world-class support for various Customers. These services include but are not limited to:
  1. Inbound and Outbound Live Operator Services
  2. Service or Product Information
  3. Scripted Information Dissemination
  4. Data Entry of Application/Form Information into State or Contractor Database
  5. Mailing and Fulfillment Services
  6. Bilingual Service – Spanish/English/
  7. Voice Mail
  8. Automatic Call Distributor (ACD)
  9. Interactive Voice Response (IVR)
  10. Email Correspondence
  11. Call Center Overflow Capabilities
  12. Handling Surveys & Questionnaires
  13. Managed Services in which hardware and software are dedicated to a particular customer and run on that customer's premises or third-party data center but are managed by a third-party service provider.
- III. Customer Responsibilities
  1. The Customer will provide the initial training documentation and ongoing support from the subject matter experts.
  2. The Customer will provide secure access to the Nice CXOne statewide platform.
  3. The Customer will provide secure remote access to all required Customer Service Systems.

**Exhibit 2 – IRS Publication 1075**  
**Safeguarding Contract Language for General Services**

**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

**II. CRIMINAL/CIVIL SANCTIONS**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (3) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of [IRCs 7431, 7213 and 7213A](#) in [IRS Publication 1075](#). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures in [IRS Publication 1045](#).) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. DATA INCIDENT RESPONSE**

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

#### **IV. INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**Exhibit 3 – IRS Publication 1075**  
**Safeguarding Contract Language for Technology Services**

**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing, accessing, protecting and/or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

## **II. CRIMINAL/CIVIL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that

disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of [IRCs 7431, 7213 and 7213A](#) in [IRS Publication 1075](#). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures in [IRS Publication 1045](#).) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. DATA INCIDENT RESPONSE**

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

### **IV. INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The



IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTL. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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

- 10.1** 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 certifies 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  
2401 N. Lincoln Blvd., Suite 118  
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel  
2401 N. Lincoln Blvd., Suite 118  
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 statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### **2. Orders and 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 transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract



management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

**6.2** While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

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

- i. Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv. Contract quarterly reporting periods shall be as follows:
  - a. January 01 through March 31;
  - b. April 01 through June 30;
  - c. July 01 through September 30; and
  - d. October 01 through December 31.
- v. Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction 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  
2401 North Lincoln Boulevard, Suite 118  
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.

## ATTACHMENT D

### STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

#### 1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **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.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by 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.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the 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 effective date of the Contract, 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), (i) 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 to Customer under the Contract or statement of work, 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 a statement of work, 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.

## **2 Termination of Maintenance and Support Services**

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

## **3 Compliance and Electronic and Information Technology Accessibility**

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

#### **4 Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

#### **5 Offshore Services**

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

#### **6 Compliance with Technology Policies**

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

**6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

## **7 Emerging Technologies**

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

## **8 Extension Right**

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

## **9 Source Code Escrow**

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

## **10 Commercial Off The Shelf Software**

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

## **11 Ownership Rights**

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be



shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

## **12 Intellectual Property Ownership**

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

## **13     Hosting Services**

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

**13.2** If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

## **14 Change Management**

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

## **15 Service Level Deficiency**

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

## **16 Notices**

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

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

Information Services Deputy Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

## **Appendix 1 to State of Oklahoma Information Technology Terms**

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

### **A. Customer Data**

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

### **B. Data Security**

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

## **C. Security Assessment**

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

**D. Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
  - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
  - b. Make summary information regarding such procedures available to Customer at Customer's request;
  - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.



## **G. Supplier Representations and Warranties**

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not 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 parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

## **H. Indemnity**

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

## **I. Termination, Expiration and Suspension of Service**

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

## Appendix 2 to State of Oklahoma Information Technology Terms

### INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

### CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3<sup>rd</sup> party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

### **DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION**

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

**This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes.** In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

**Attachment E-1 Price****Services - Tiered Pricing/Consumption Based Pricing****SW1118 Call Contact Center**

<b>Description</b>	<b>Unit of Measure</b>	<b>List Price</b>	<b>% off List Price</b>	<b>Cost per Unit</b>
Project Manager	hourly rate	\$80.50	7.50%	\$74.46
Unit Manager	hourly rate	\$67.25	7.50%	\$62.21
Supervisor	hourly rate	\$63.00	6%	\$59.22
Team Lead	hourly rate	\$32.00	6%	\$30.08
Customer Service Representative	hourly rate	\$28.75	3.50%	\$27.74
Customer Support Representative	hourly rate	\$32.00	7.50%	\$29.60
Mailing Service	1 page printed and mailed	\$0.51	0%	\$0.51
Mailing Service	2 page printed and mailed	\$0.80	0%	\$0.80
Mailing Service	3 page printed and mailed	\$0.91	0%	\$0.91
Mailing Service	4 page printed and mailed	\$1.03	0%	\$1.03

## SECTION EIGHT: RESPONSE TO SPECIFICATIONS AND REQUIREMENTS

### 8.1 MEETING ACQUISITION SPECIFICATION AND REQUIREMENTS

*The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications and requirements.*

#### 8.1.1 AREAS OF SPECIALTY

*1. List and briefly describe the areas of specialty that you support.*

##### Response:

Navient has extensive expertise with complex, small, and large-scale call center and customer service operations. With our parent company and affiliates, we support more than ten million customer accounts across a variety of industry verticals including tax and revenue, workers compensation, unemployment insurance, tolling, parking, DMV, tax amnesty, collections, utility, court, and student loans. The scale of these clients and programs can differ radically, from programs requiring hundreds of full-time agents to smaller operations that are supported by a cross-trained agent pool.

During our Covid-19 projects Navient gained extensive experience in the unemployment insurance area. As we worked with multiple clients to meet their needs, we expanded our customer service to include specialized roles in the claim adjudication process. These positions include the following:

- Able & available: Agents Resolve able and available/leave of absence claims issues
- Requalification: Agents process a Requalification benefits process to lift or remove suspensions
- ID Verification: Agents access ID verification inbox to review claimant's ID
- Appeals: Agents support appeals Calls, Processing and Scheduling
- Proof of employment: Agents verify PUA claimant's employment status based on documentation provided via secure link
- Earnings Verification: Agents verify income documents sent in via secure file exchange to determine claimants' eligibility for increased benefits

##### **Differentiated Contact Center Expertise**

- ❖ **Speed at Scale:** We bring the resources of Navient (Nasdaq: NAVI) approximately 5,000-person organization able to staff, train, and activate large teams within days.
- ❖ **Efficiency through technology:** Our infrastructure includes cloud-based, FedRAMP-certified partners and customized support for web portals; AI-powered assistants; self- and full-serve phone solutions; and outbound and inbound email and texting.
- ❖ **Flexibility:** We can adjust team sizes as your needs change, and we can work onsite or remotely.
- ❖ **Experienced leadership:** We have decades of experience with hundreds of large, successful business processing engagements
- ❖ **Data security:** We base our policies and procedures on NIST 800-61 Rev 2, and our proprietary security framework is considered best practice by FFIEC.
- ❖ **Empathetic customer service:** Empathy is one of our key performance-management metrics.
- ❖ **Reporting and transparency:** Our real-time dashboards and call

### 8.1.2 ACCOUNT TEAM CAPABILITIES

#### ***2. Outline the account team capabilities for providing support and account service for this contract.***

##### Response:

Our account team, led by experienced managers, understands the complexities associated with effective and efficient operation of a dynamic, everchanging call center that delivers outstanding service to the public, while addressing capacity, resources, and other constraints within the operations. We excel at providing this service for similar operations and this combination provides the State the ability to leverage efficiencies that other providers cannot achieve. It also uniquely positions us to minimize the operational risks associated with program implementation, integration, and operations transition.

While we are experienced in call center solutions, our passion is in customer experience. Navient's seasoned management team will assess all program requirements and trends and be readily prepared to execute and perform services efficiently and effectively for the State.

A summary of our management team skills includes:

- Strong written and verbal communication skills
- Excellent customer service skills
- Knowledgeable Microsoft applications- computer savvy
- Trained on all aspects of the contract

#### **Navient Agents**

Navient agents are responsible for providing prompt and accurate information in a courteous and professional manner to customers. Our agents must have experience in handling customers with professionalism, diplomacy, and consideration for the customer's concerns. Agents must have excellent written and verbal communication skills, be fast learners with the ability to maintain an in-depth understanding of our clients' policies and procedures and have efficient time management skills.

#### **Leadership**

##### **Team Lead**

The Team Lead is responsible for assisting the Supervisor in the coaching, performance, and development of assigned staff. They will spend a significant portion of their time, coaching, mentoring, reviewing errors, as well as providing regular team and chat coverage. They will provide Q&A support, handle escalated calls and assist with training, feedback, and reporting. They will provide quality customer service, account resolution, and accurate information about claimant accounts. Our Team Leads are required to have a minimum of 1 year of customer service experience, with at least 6-9 months as a call center agent at Navient (preferred).

##### **Team Supervisor**

The Supervisor is responsible for effective supervision of the staff and operations of the Customer Service Team. The Supervisor will coach agents to provide accurate and professional service to customers. The Supervisor coaches and trains agents consistently in areas such as communicating prompt and accurate information in a courteous and professional manner to customers. They are accountable for providing effective supervision of assigned staff to ensure an efficient and effective operation.

Our Supervisors must have at least 2 years of Customer Service experience, which includes at least 18 months in a high-volume call center or 1 year of Navient Call Center experience and at least 1 year of leadership experience.

### **Customer Care Manager**

The Customer Care Manager manages and directs the daily activities of the Customer Care department. This individual ensures compliance with all applicable policies, procedures, laws, and regulations, and are responsible for the efficient day to day operations of the department to ensure that all customer needs, both internal and external, are met in a timely and effective manner. The Manager customarily and regularly directs the work of Supervisors. They develop and propose strategies, policies, and procedures that ensure effective and efficient operation of the activities within the department at competitive levels. This individual also oversees and supports the supervision, development, and motivation of unit employees. The Manager assists the Director of Operations. Our Managers must have a minimum of two years of call center experience and a minimum of two years supervisory experience is required.

## **8.1.3 ESCALATION PROCESS**

### **3. Discuss your documented escalation process**

#### **Response:**

Navient will provide team support and handle escalations in real-time. Each team will consist of a group of agents supported by a dedicated supervisor, as well a team lead. Such managers will perform both live-listening and previous recordings to ensure proper information is disseminated in a professional manner. Formal reviews for call quality, accuracy, and compliance will be documented periodically. Formal feedback is provided to an agent after each review to maximize the immediacy and benefit of this feedback and to ensure issues are identified and resolved rapidly.

In addition, the entire supervisory team and identified senior agents serve as a real-time support team which individual agents may call upon during any call. This technology allows the agent to consult with a supervisor separately from the caller to obtain guidance, to connect the agent into the existing call as a third party, or to escalate the call to the supervisor. At all times, caller interactions are captured with call recordings for quality management.

The reasons to call upon such support can be varied – some callers may insist on speaking to a supervisor, may be “irate,” or may ask a question in a way that the agent has not been trained to answer specifically. Regardless of the reason, providing a real-time call escalation capability allows agents to enlist help whenever required and allows the call center to maximize caller satisfaction and first call resolution.

In the customer service business, consistently delivering reliable, accurate service is what matters most to the success of a program. Accordingly, Navient includes quality management in all facets of our business, from project implementation and software development through agent training, reinforcement, and incentive plans. Specifically, regarding the management of quality for daily call activity, this is a core focus of our supervisory and quality assurance teams, which operate in tandem to closely monitor call activity, sample a representative quantity of calls, and rate and provide actionable feedback to both management and individuals so that performance can continually improve.



Navient is supported by a shared corporate quality assurance and training team. For each project, our Quality Assurance (QA) team monitors contractual obligations along with applicable state, federal, and internal policies and procedures. The primary focus of the QA team includes conducting QA reviews at set intervals in accordance with regulatory and contractual requirements, accurate reporting of data and analytical review/troubleshooting during critical processes. The QA team works closely with Operations and Business Processing Solutions First Line Compliance (where applicable) to discuss results of reviews and to ensure new reviews are implemented to support compliance per client requirements.

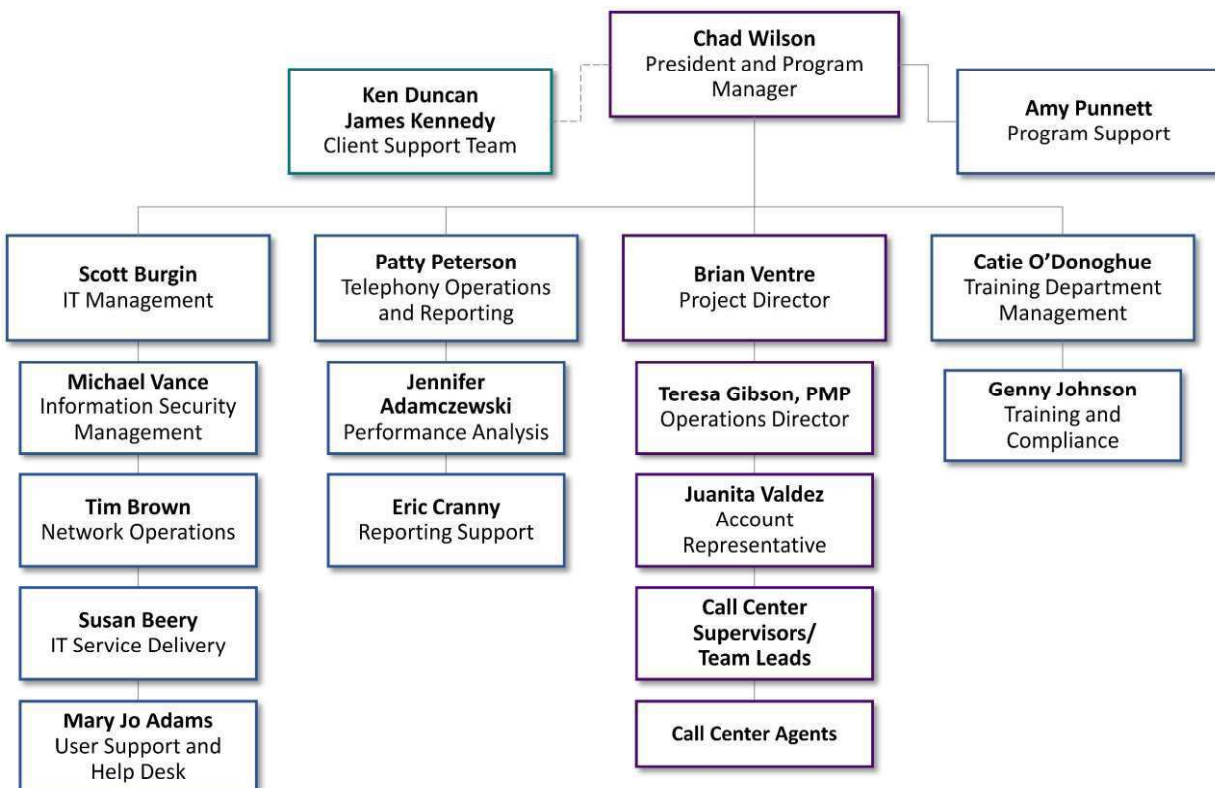
The purpose of completing these reviews is to gather accounts to research based on client, state, federal and internal policies and procedures to ensure there are no issues or areas of concern. If the QA team detects issues during review of account, they then notify the appropriate department to ensure areas of concern are identified, reported, and make recommendations to minimize risk to our organization.

### 8.1.4 ORGANIZATION CHART

#### 4. Provide a copy of your current company organizational chart.

##### Response:

Following, Navient has provided an organization chart relevant to this Contract.



Organization chart.

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### 8.1.5 TIME KEEPING PROCEDURES AND VERIFICATION PRACTICES

#### 5. Detail the time-keeping procedures and verification practices for employees or subcontractors performing under this contract.

Response:

Through our experience, we have created a process to capture billable time. The process allows us to capture time that the agents are on the system and performing other functions. The weekly reports will provide time worked by agent in quarter hour increments. The weekly performance summary and status reports will illustrate our performance compared to the programs SLAs. Navient takes pride in achieving its clients' goals and will quickly mitigate any performance gaps.

Our employees log in through our Workday module and sign into our dialer system. Time is audited daily by agents and managers. Agents are required to review their timesheets and provide final approval bi-weekly. Once completed managers review and approve for payroll submission. A final audit is completed by our Operations Specialist team to ensure timesheet hours are in alignment with our dialer reporting.

### 8.1.6 NUMBER OF EMPLOYEES AND AREAS OF SPECIALTY

#### 6. How many employees are currently on staff and define any areas of specialty.

Response:

Navient employs more than 5,500 professionals in the United States. Navient's employee breakdown is as follows: Administrative Support Workers 3,238; Executives, Mid-Level Management, Professionals, Sales 1,917.

Our experience with complex, small, and large-scale call center and customer service operations across a variety of industry verticals, our agents have developed specialized skills including tax and revenue, workers compensation, unemployment insurance, tolling, parking, DMV, tax amnesty, collections, utility, court, and student loans.

Special skill areas that our call agents have developed:

- Chatbot or chatterbot (software application used to conduct an on-line chat conversation via text or text-to-speech)
- Multichannel Call Center Communication (voice, email, webchat, and social media)
- Email/Chat Specialist
- SMS/Messaging
- Utilities – Set up and service calls
- Employment verification
- Collections

Navient proposes to partner with the State to identify opportunities to improve service and operating efficiency through specialized enhancements to customer service automation and self-service features. Navient call center agents could work as follows:

- A customized IVR – potentially leveraging scripts and messages provided directly by the State to provide callers basic information and assist in routing calls for specialized handling, providing immediate information and reducing overall wait times
- A Tier 1 Agent group would be available to accept and resolve most common inquiries
- A Tier 2 Agent group could be trained to handle more specialized queues or inquiries
- For the most complex cases, a protocol would be established to transfer calls not meeting criteria for Tier 1 or 2 through specialized training initiatives

### 8.1.7 REMOTE CAPABILITIES

**7. Explain how any of the work done by your employees or subcontractors is completed remotely from another location other than the job site.**

**Response:**

Many of our traditional call center activities have been fundamentally challenge of the COVID-19 pandemic, giving us immediate capacity to provide call center support services to government agencies like the State. Our technology platforms have enabled us to rapidly reposition most of our agents in “work from home” (WFH) environments, allowing our personnel to continue providing services while conforming with state and local social distancing mandates and guidelines published by the Centers for Disease Control (CDC).

Our WFH agents receive either a physical PC or a personalized Windows desktop from our virtual desktop infrastructure (VDI). With the virtual desktop running from our data center, all processing and data is centrally managed and secure. Agents have the flexibility to access their virtual desktop from a thin-client device, remote PC and if approved, from a mobile device.

Any highly mobile operators receive a laptop for even greater flexibility to meet the demands of their role. Our desktop computing fleet is Dell thin client devices, and Dell PCs and laptops.

When WFH representatives cannot be provided with company-managed equipment, we provide technical guidance for the configuration and use of personal computing equipment. First and foremost, personal devices are only permitted when a client specifically authorizes their use. Representatives receive guidance on ensuring personal devices are fully patched and have working security software in place. We also publish standards on Navient’s intranet site regarding the configuration of home networks to ensure security.

### Microsoft Teams

All agents are furnished with Microsoft Teams, a chat and conference call option. Teams is used internally for real time assistance, routine coaching, and routine team meetings. Group chats are used prolifically to maintain relationships with peers and the supervisor. Frequently, goals and games are conducted via a group Teams chat, or a simple theme of the day to promote water cooler-like talk and team camaraderie.

Training updates are conducted using the Microsoft Teams conference feature. Job aids are shared, presentations are shown, and engagement activities are employed to ensure full participation and, ultimately, the understanding of the subject matter.

### 8.1.8 BACKGROUND CHECKS AND TRAINING

***8. The Bidder will be responsible for all background checks and training. Explain your staffing resource management plan to provide qualified staff.***

**Response:**

Navient understands we will be responsible for all background checks and training and can comply. We have been highly successful in managing attrition and new agent hiring across our portfolio to ensure stable staffing levels and performance, enabling us to meet client needs to expand staffing levels rapidly based on changes in call volumes. Our goal is to hire, train, and retain the most effective and customer-oriented personnel. In this effort, we will place emphasis on the hiring processes (sourcing, screening, testing, and onboarding).

Navient recruiters conduct our sourcing efforts. Our recruiters will consult with hiring supervisors or managers to thoroughly understand each role's scope of duties, as well as the education and experience required for success. The strategies we use to identify qualified applicants include, but are not limited to, the following.

#### **Background and Criminal Record Checks**

All external applicants selected for employment are subject to a background investigation prior to commencing employment. Offers of employment are conditional upon Navient B.P.O.'s receipt of a signed preemployment background investigation authorization form and satisfactory results from all relevant investigative bodies. Any applicant who refuses to sign an authorization for release of information is not eligible for employment. Background verifications may include criminal and credit checks, employment, education, licensure verifications, drug screening, and other screens as required. Navient B.P.O. understands the State entrusts us with sensitive data and financial information and we take all necessary measures to ensure the safety of that information.

Based on business need, Navient B.P.O. also reserves the right to conduct background checks on employees at its sole discretion as a condition of continued employment. Reasons may include:

- Reasonable suspicion of past or present criminal activity
- Reasonable suspicion of substance abuse
- Licensure and licensure renewals, as required by contract
- Promotion to supervisor and above
- Promotion to officer, or to a higher-level officer position

To ensure privacy, pre-employment criminal, drug, and credit screenings are conducted by a third party. All reports are kept strictly confidential and are only viewed by individuals within Navient B.P.O. who have direct responsibility in the hiring process and human resources.

#### **I-9 and eVerify processes**

Navient uses the electronic I-9 form, a form used for verifying the identify and employment authorization of individuals hired for employment in the United States, and the government's eVerify system, a requirement for government contractors. Individuals who are offered a position with Navient are provided a link to go to prior to their first day of employment, but no later than their first employed day, and complete Section 1 of Form I-9. The new hire is directed to bring their employment eligibility

documents, as outlined in the Form I-9 instructions, with them on their first day of employment. A representative from the Human Resources Department will review their documents, log into the I-9 site, and complete Section 2 of Form I-9 and subsequently send the new hire's Social Security Number through the E-Verify system. The E-Verify database is maintained by the Department of Homeland Security. This internet-based system ensures that we employ only individuals who may legally work in the United States. Legal candidates for employment include U.S. citizens and foreign citizens who have the necessary authorization.

Per law, the I-9 process must be completed within the first 3 business days of the new hire's employment. Navient contracts with ADP for the use of their electronic I-9 and E-Verify system. ADP advises Navient when an employee's I-9 documentation is set to expire.

For remotely based new hires who will not be physically present at a Navient office during their first few days of employment, a paper Form I-9 will be completed by the new hire and Section 2 will be completed by a local Authorized Representative. This Representative will attest, under penalty of perjury, that to the best of his or her knowledge, the employee is authorized to work in the United States, and the documents that he/she examined appeared to be genuine and to relate to the individual. The completed Form I-9 will be sent to a Navient office for HR to attach to the new hire's electronic I-9 record. In these cases, the paper I-9 will serve as the original and valid I-9.

### **Onboarding**

Our nationally recognized training department will lead all onboarding efforts. Our experienced trainers create the training material, job aides, and quick reference guides associated with proper use of the system; conveyed thorough understanding of the processes and procedures and explain the goals and expectations of the program. These efforts will be centered around the team objective to execute at every level of performance and service.

The average cycle time for onboarding varies per position, but typically takes 3-5 days (contingent on the time it takes for the background check).

### **Integration**

Once new hires graduate and transition to the floor, Supervisors and Team Leads meet daily with them to ensure ongoing comfort and progress. New hires are typically seated nearest leaders to provide ongoing support throughout the day through informal means. Formal education and escalation channels also are available to new representatives, for ongoing development and for instances when a leader is not readily available.

### **Staffing Retention**

Navient applies several strategies to foster an environment that promotes the long-term retention and success of our associates, as summarized below. During the interview process, pre-employment assessments may be used for specific skill sets. For positions that are located onsite in a company office, and when available, a candidate may sit with an experienced agent to get a first-hand understanding of the position and what a typical day would look like. This aids the candidate in making an educated final decision to accept an offer.

### Employee Development

Our leadership team is committed to ongoing development of its associates. Our Performance Management Process provides the employee and his or her supervisor an opportunity to develop a mutual understanding of his or her performance, developmental goals if applicable, and potential courses of action that can lead to stronger skills and higher achievement. Our performance and training teams offers a vast array of continuing education courses both online and through guided webinars through our University, Regulatory Training, and structured leadership programs to develop bench strength and offer career path opportunities.

### Attrition Management

We understand that our employees are our greatest asset. Our HR professionals conduct routine exit interviews of employees leaving to identify any trends causing departures. This information is shared with management throughout the organization and feedback is used to ensure employees are recognized for the great work they accomplish and engaged in their jobs as well as the team environment. Each Supervisor is measured and awarded bonuses based on his or her team's attrition rate. Also, accountability is built in to ensure employee appreciation and to promote employee's continued development within the company.

### Approach to Employee Engagement and Retention

Our leadership team is committed to ongoing development of its associates. Our Performance Management Process provides the employee and his or her supervisor an opportunity to develop a mutual understanding of his or her performance, developmental goals if applicable, and potential courses of action that can lead to stronger skills and higher achievement. Our performance and training teams offers a vast array of continuing education courses both online and through guided webinars through our University, Regulatory Training, and structured leadership programs to develop bench strength and offer career path opportunities.

Our compensation philosophy is to offer sound, equitable, and competitive pay that attracts, retains, and motivates qualified employees. We understand that our employees are our greatest asset. Our HR professionals conduct routine exit interviews of employees leaving to identify any trends causing departures. This information is shared with management throughout the organization and feedback is used to ensure employees are recognized for the great work they accomplish and engaged in their jobs as well as the team environment. Each Supervisor is measured and awarded bonuses based on his or her team's attrition rate. Also, accountability is built in to ensure employee appreciation and to promote employee's continued development within the company.

### Training Program

Navient's award-winning training program has been recognized by Training magazine for eight consecutive years. For more than 20 years, Training magazine has been known to be "the industry standard for professional development and news for training, human resources and business management professionals in all industries". Training Magazine determines the Top 100 ranking by assessing critical factors such as the financial investment in employee development, the breadth of development programs, how closely those development efforts are linked to business goals and objectives, and their business impact effectiveness. Having a well-trained and highly skilled customer service staff is critical to our success on behalf of the State.



2022 WINNER



We have provided additional training information in Sections 2.8.5 and 8.1.12.2.

### 8.1.9 SCREENING ACTIVITIES

9. Indicate which of the following screening activities are performed.

- a. Criminal history background check
- b. Employment verification
- c. Reference checks
- d. Review of skills
- e. Review of job duties at most recent placement(s)
- f. Reason for leaving last assignment
- g. Availability

Response:

It is Navient's practice that all external applicants selected for employment will be subject to a background investigation prior to commencing employment. Background verifications may include criminal and credit checks, employment/education including professional certification verification/licensure verifications, drug screening, fingerprinting, and other screens as required as well as checking for tax liens.

To ensure privacy, pre-employment criminal, drug, and credit screenings are conducted by a third party. All reports are kept strictly confidential, and are only viewed by individuals within Navient who have direct responsibility in the hiring process.

### 8.1.10 EXPECTED TIMEFRAME TO FILL A VACANT POSITION

10. Define the expected timeframe to fill a vacant position.

Response:

We will have ongoing hiring classes to ensure attrition is backfilled. Based on size and scope we will determine class sizes and timelines for those classes (IE- monthly, semi-monthly, etc.). For similar Customer service agents, we have hired, it takes about 10-14 days including IT's timeframe of 7 days for access set up.

Our goal is to have dedicated and cross trained staff to meet the peaks and valleys of all workload fluctuations; as spikes occur, our bullpen staffing structure will ensure flexibility and provide maximum responsiveness to your citizens. With little notice, we can redirect existing staff where needed, increasing or decreasing staff as mutually agreed upon. As the need for agents decrease, we ensure timely offboarding in accordance with State requirements, no later than next business day.

### 8.1.11 RISKS ASSOCIATED WITH FILLING A POSITION AND MITIGATION PLANS

11. Define the risks associated with filling a position and your mitigation plans.

Response:

Navient understands that hiring an employee through an external recruitment process, there will be a huge possibility that this individual may have less chance of understanding our organization's environment, which can make a big difference in our future activities. This also means that there could emerge some sort of issues that we will need to rectify to help him/her to understand the way things are

done. There is also the fact that when hiring, recruitment of the right employee takes a bit longer than internal hiring.

However, there are both advantages and disadvantages to filling job vacancies from our current workforce. The advantages include the possibility of continuity and reduction in recruitment and selection processes. Disadvantages include costly recruiting efforts, ramp up time, on-boarding and changes to business processes

Navient ensures that our human resources department follows compliance practices, as well as a risk mitigation strategy. The best plans only work if they are followed. Our HR department can conduct regular human resources audits to inspect compliance and HR practices. Compliance continues to be a very important area that HR manages numerous regulations and laws that govern the employment relationship. Our HR resources help protect the company and employees to ensure that we are adhering to the numerous regulations and laws that govern the employment relationship. The impact of noncompliance can be very costly and can be in the form of financial, legal, or reputational cost. Some of the key legislation that HR manages compliance around includes the Fair Labor Standards Act (FLSA), the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA), among others.

### 8.1.12 COMPANY PROCEDURES

#### 12. Discuss your company procedures related to the following:

##### 8.1.12.1 STAFF MANAGEMENT

##### a. Staff Management

##### Response:

The first line of staff management is the Operations Management team, which includes our Operations Manager, Customer Service Manager, Supervisors, Unit Managers, and Senior Managers. The Operations Manager deploys the necessary resources and staff to ensure compliance with applicable laws, regulations, and ordinances and fulfill contractual requirements. This might include assigning experienced customer service staff to the State's contract when awarded and interviewing and selecting new employees.

Our Operations Management is also responsible for designing servicing strategies that are employed to ensure performance meets or exceeds client expectations and requirements.

### Compliance Call Monitoring

The objective of the Call Monitoring Program at Navient is to provide a statistically significant analysis of interactions with callers, monitor an agent's compliance with federal and state laws and regulations while speaking with customers, and to ensure agents are adhering to client requirements and properly and accurately documenting accounts in our system. Call monitoring is continually performed for all Navient clients with certain members of the Compliance Monitoring Specialists dedicated to specific clients and associated requirements. Calls are monitored for compliance and integrity by the Compliance Monitoring Specialist team as well as the Operations management team.

**We record all calls between agents and callers and monitor these calls made for quality and compliance.**



## Operations

Operations management uses a checklist while monitoring to assess whether the agent handled the account professionally, resolved the account appropriately, completed accurate account documentation, and complied with federal and state laws and regulations. Operations management reviews the call and if necessary, provides feedback on how they can improve and continues to monitor the agent to confirm that progress is being made.

### 8.1.12.2 STAFF TRAINING

#### b. Staff Training

##### Response:

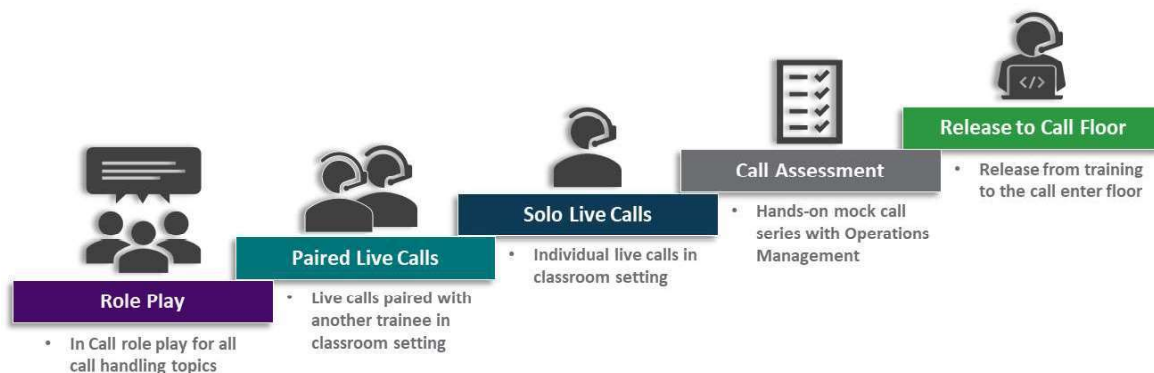
Our new hire call center training uses a building block approach that allows us to build a solid foundation with each trainee and ensure their confidence begins at day one. We build on that foundation while reinforcing what has been taught.

Our new hire trainees typically spend approximately 30 hours during their new hire training program listening to calls, completing agent side-by-sides, using interactive role play, and working live calls.

Some examples of this approach are how we train the basic call flow (shown in week one details) and how we build up to live calls (shown in week three details).

Should a remote training class be needed for at-home agents, we follow the same building block approach, and use a virtual meeting with multiple Education Specialists to support the virtual group. Remote classes can gain the same hands-on training and experience as they would in person, as they will be equipped with the needed training environments.

Additional technology components can be incorporated for virtual training to assist in engagement levels and ensuring the training continues to have a face-to-face, classroom experience. These components can include, but are not limited to camera usage, real-time knowledge checks using polling, training video usage to better reinforce key topics, and additional one-on-one time with the education support role.



**Live calling approach.** *Our approach ensures our agents are ready for real-world scenarios before engaging with constituents autonomously.*

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## **Training Timelines**

Based on contract, Navient will reconfigure our training timeline to meet contractual requirements. On previous contracts, training timelines have ranged from three days to a month. One example of an accelerated training timeline would be on our UI projects. Due to the pandemic, there was an immediate need to hire, train, and have agents on the phones assisting claimants. Navient was able to transition existing staff to quickly train and be phone ready within three days.

Our new hire training is an intensive, three-week program. It emphasizes that every interaction with a caller is a direct reflection of both the State and Navient. We require that trainees communicate with callers with the utmost respect, empathy, and professionalism, devoid of harassment, intimidation, false, or misleading statements. Our training program teaches trainees how to couple empathetic listening with effective negotiation skills to find the best solution for each trainee. This curriculum consists of training on regulations, functional requirements, corporate policies and knowledge, soft skills, plus ongoing knowledge testing.

## **Regulation Training**

Another pillar of our training curriculum is compliance with federal, state, and local laws and regulations. Our training staff works alongside our Operations and Compliance departments to stay current on the evolving regulatory environment and continually provides ongoing regulatory education to personnel through individual and group training, online learning programs, and updated training guides. This training is supported by Navient's annual compliance recertification.

## **Functional Training**

Our functional training uses the building block approach where trainees learn the call opening first, what system elements they need to navigate the discussion during the opening, and the compliance components involved with the call opening. The class then reviews the training material, discusses key topics, listens to sample calls, and pairs off for call opening role play. During the role play, the trainees are hands-on in the training environment to mirror how they will handle actual, live calls. This process continues, adding each call flow element to what has already been taught. By the end of week one, trainees can role play from opening the call to closing the call, all while successfully navigating the systems they will use on the call floor.

## **Corporate Policy and Knowledge Training**

As we complete each building block of the training, we are constantly incorporating corporate policies where applicable. This helps create a solid foundation and understanding of each topic and how it correlates to the applicable scenarios the trainees will encounter while on the phone.

## **Soft Skills Training**

Our soft skill training consists of multiple, instructor-led training modules that focus on topics such as active listening skills, personality traits, service attitude, and empathy. These modules include presentations, group discussions, and hands-on activities. Our goal for soft skills training is to produce well-rounded agents who can navigate each phone call with respect and expertise.

## Knowledge Testing

At the beginning of training each day, the class is given time to complete a review session of the information they have learned to that point. This helps reinforce the material and ensures understanding before the class moves on to other topics. Throughout new hire training, we also test trainees' newly acquired knowledge and skills and provide ongoing feedback. Trainees must pass our comprehensive exams before being assigned to our operations team. Comprehensive exams are administered through our Learning Management System, Absorb. This system allows for electronic exams and provides automatic recordkeeping for each completed exam.

## Three-Week Training Example

Below is a standard example of what a three-week training session would look like. Navient is fully prepared to revise this timeline based on Task Order requirement.

### Week One of New Hire Agent Training

We cover a wide variety of topics to build a solid knowledge foundation. We begin by teaching trainees about our company and what we do for our clients and their customers. We explain the importance of the different components of compliance, and we help trainees understand their roles. We then move into introducing the type of work they will do, the client they will be representing, and we begin weaving in soft skill training. The remainder of week one is spent learning each component of the basic call flow.

Week One	
<ul style="list-style-type: none"><li>• Ethical call handling techniques</li><li>• Understanding customer behavior</li><li>• Accountability, character, and attitude</li><li>• Extending common courtesy to others</li><li>• Voice training (inflection, pace, intonation)</li><li>• Listening effectively</li><li>• Security Awareness training</li></ul>	<ul style="list-style-type: none"><li>• Call listening</li><li>• Call flow and protocol</li><li>• Managing the information-gathering process</li><li>• Properly documenting accounts</li><li>• Reading and interpreting customer data</li><li>• Role play using training environment</li></ul>

**Week one.** Topics address communication, compliance, and call flow training with hands-on system training.

### Week Two of New Hire Agent Training

The second week of training continues taking place in the dedicated training environment (either a classroom or virtual training room) and we also begin to interact with agents working live calls. In the training environment, trainees deepen their understanding of our customer service and collection systems, learn different special handling scenarios, discover how to overcome customer objections, and receive additional soft skills training on service attitude. While interacting with tenured agents, trainees observe personnel working live calls and then apply the observed strategies to their own mock calls in a training environment.

Toward the end of week two, trainees receive their written comprehensive assessment(s) to gauge their understanding of the training program. The Education Specialist then completes one-on-one reviews with each trainee, to review their scores and any knowledge gaps. After passing the comprehensive assessment(s), trainees begin taking live calls within the training environment during week three of their training, where the Education Specialist and additional support roles are available as needed for immediate assistance if needed. When first taking live calls, trainees are paired up with a fellow trainee who also can assist them during the call as needed.

**In 2021, 100% of new hire trainees successfully passed the final assessment during training.**

The Education Specialists monitor trainees' calls and provide feedback on telephone etiquette, regulatory compliance, ethical customer interactions, and proper account documentation. After each live call session, the training class completes a live call debrief where questions are answered, and live call handling is discussed in a group setting led by the Education Specialist.

Week Two	
<ul style="list-style-type: none"> <li>Defining and adapting communication style</li> <li>Operating the telephony system</li> <li>Hands-on phone instruction</li> <li>Deeper dive into system training using the training environment</li> <li>Continued soft skills for call center professionalism</li> <li>Overcoming customer objections</li> </ul>	<ul style="list-style-type: none"> <li>Special scenario handling</li> <li>Complaint prevention</li> <li>Attorney representation handling</li> <li>Bankruptcy handling</li> <li>Do Not Call Requests and Cease &amp; Desist Requests</li> <li>Paired live call handling</li> <li>Written Comprehensive Assessments</li> </ul>

**Week two.** *New hires learn special handling, overcoming objections, in depth hands-on system training and get more practice in phone work.*

### Week Three of New Hire Agent Training

Our final week of new hire training continues building trainees' confidence levels for taking live calls. The morning review sessions continue each day, ensuring lingering topics and issues from the previous day are reviewed and drilled.

The call assessment requires each trainee to take a "live" call from a member of Operations Management who role plays the calls (if done in person, the member of management joins from a separate room to better portray a live call situation). During this assessment, the trainee will be hands-on in all required systems and will go through the call flow as they would with a customer. The trainee is graded on different aspects of the call flow, compliance, and customer service interactions. After the series of calls is completed, the Operations Manager and the Education Specialist meet with the trainee to discuss the results of their call assessment.

Week Three	
<ul style="list-style-type: none"> <li>Live Calls</li> </ul>	<ul style="list-style-type: none"> <li>Final Call Assessments</li> </ul>

### Week Three

- Live Call Debriefs

**Week three.** Topics include paired live calls, solo live calls, call assessments, and training reinforcements.

Additional training information can be found in Sections 2.8.5 and 8.1.8.

### 8.1.12.3 ONGOING TRAINING AND SUPPORT

#### c. Ongoing Training and Support

##### Response:

Our staff must complete multiple layers of ongoing training, including technical training, continuing education, security awareness training, and compliance recertification. These trainings and others happen in a variety of ways.

#### **Ongoing Technical Training and Continuing Education**

We provide ongoing training and continuing education to sharpen the skills of our personnel. Supervisors conduct routine work auditing, evaluating the strengths and weaknesses of the agent's daily work and providing direct feedback.

We provide continuing education through operational meetings, small- and large-group meetings, team meetings, and e-learning resources. Training topics include effective listening, advanced talk-off scripting, and other skill-based training. These topics are reinforced through monthly training sessions that emphasize customer service tools and techniques, federal and state regulations, and complaint prevention.

Ongoing training occurs at the agent level as knowledge gaps are identified. Agents are surveyed at the end of their three-week new hire training. The surveys assess the usefulness of the different training topics, the quality of their trainer and the training, and the agents' comfort levels with the different processes and systems. The survey results not only allow us to monitor the training program and make revisions as needed, but also to determine if additional training is needed for the staff within their first 90 days of employment.

If a gap is identified for an agent after new hire training is completed, their immediate management team provides feedback and coaching. If management feels the knowledge gap spans multiple agents, a continuing education training class can be scheduled to ensure all the staff is familiar with the applicable policies and processes.

#### **Security Awareness Training**

Our security awareness training is performed during new hire training and annually thereafter. Navient maintains a list of staff members who have completed new hire and annual security awareness training and can provide the Authorities with a copy of the signed agreement for every employee who works on this project, if desired.

## Annual Compliance Training and Recertification

Our staff must complete annual compliance training and recertification to maintain their employment. Compliance training and recertification are managed through FIS® Regulatory University (RegU), our online, interactive training platform. RegU contains a library of more than 250 courses on relevant topics such as federal and state laws and regulations, risk mitigation practices, the company's Code of Business Conduct, and security awareness training. Courses use real-world scenarios based on actual cases or enforcement actions. Employees receive course assignments based on their roles and must complete them by specified due dates.

### 8.1.12.4 AGENT SKILL LEVELS

#### *d. Assign skill level to each agent*

##### Response:

At the beginning of training each day, the class is given time to complete a review session of the information they have learned to that point. This helps reinforce the material and ensures understanding before the class moves on to other topics. Throughout new hire training, we also test trainees' newly acquired knowledge and skills and provide ongoing feedback. Trainees must pass our comprehensive exams before being assigned to our operations team. Comprehensive exams are administered through our Learning Management System, Absorb. This system allows for electronic exams and provides automatic recordkeeping for each completed exam.

## Soft Skills Training

Our soft skill training consists of multiple, instructor-led training modules that focus on topics such as active listening skills, personality traits, service attitude, and empathy. These modules include presentations, group discussions, and hands-on activities. Our goal for soft skills training is to produce well-rounded agents who can navigate each phone call with respect and expertise. We train our agents to excel in the following skills:

- Communication Skills
- Customer Handling Skills
- Teamwork and Individual Capabilities
- Telephone Etiquette and Professionalism
- Proper English grammar and vocabulary skills
- Multitasking and Detail Orientation
- Basic math, logic and analytical skills
- Telephone Problem Solving skills

### 8.1.12.5 DAY-TO-DAY MANAGEMENT ACTIVITIES

#### *e. Management of day-to-day activities of Contact Center staff*

##### Response:

All staff is assigned to a specific manager and monitored daily to ensure they are adhering to all policies and procedures. In addition, they are monitored to ensure they are performing all duties up to our and our clients' expectations.

All agents are furnished with Microsoft Teams, a chat and conference call option. Teams is used internally for real time assistance, routine coaching, and routine team meetings. Group chats are used prolifically to maintain relationships with peers and the supervisor. Frequently, goals and games are conducted via a group Teams chat, or a simple theme of the day to promote water cooler-like talk and team camaraderie.

#### 8.1.12.6 EMPLOYEE ENGAGEMENT

##### f. Employee engagement

###### Response:

Annually, Navient performs an Employee Engagement Pulse Survey which helps us get a continued understanding of employee satisfaction and engagement. All opinions are important to us, and this survey provides an important opportunity for our employees and teams to express opinions and make suggestions about our culture, work environment, and various aspects of jobs.

To maintain staff engagement group team chats are maintained to ensure we have direct contact with all staff. Senior management also conducts focus groups or Town Hall meetings to get direct feedback and provide updates to staff.

Periodic contests are run as well as fun exercises to keep agents engaged. Contests focuses can range from attendance to call compliance with prizes including gift cards, time off passes, or ticket drawing for larger prizes such as TVs.

Based on employee feedback collected earlier this year, announced new employee resources groups. Each group already has an executive advocate and point of contact ready to assist the group moving forward.

Employee resource groups (also known as ERGs, affinity groups, or business network groups) are voluntary, employee-led groups of individuals who join in the workplace based on common interests, shared life experiences, backgrounds, or demographic factors such as gender, race, and ethnicity.

These ERGs are as follows:

- WISE (Women in Search of Empowerment) - Women's ERG
- BEEP (Black, Engaged, & Empowered Professionals) - Black and African American ERG
- Somos Amigos ERG (We are Friends) - LatinX ERG
- Mind & Body Wellness ERG - Wellbeing ERG
- ESG RG (Environmental, Social and Governance Resource Group) - Environmental, Social and Governance ERG
- Veterans Resource Group (VRG) - Veterans ERG

A member does not have to be of the same affinity or community as the ERG. A successful ERG member is an employee who wishes to connect with other employees and engage in interesting work around a shared interest. The time commitment for participating in an ERG varies. Each ERG will make decisions as a group on how frequently the group will meet and the length of the meetings.



ERGs have traditionally been focused on personality traits or characteristics for underrepresented groups such as gender, sexual orientation, ethnicity. These groups emphasized peer support, social comradery and talent development.

## 8.2 VPAT

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

Response:

Not applicable.

VPAT is an attestation that are systems are 508 (Handicap/Accessibility) compliant. Given that the State is providing the telephony and systems of record, it does not apply for Navient's solution. We are providing staff and desktops to use the State provided systems.

## 8.3 SECURITY CERTIFICATION AND ACCREDITATION ASSESSMENT

*If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at [https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R\\_0.xlsx](https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx).*

Response:

Following, we have provided the requested Security Certification and Accreditation Assessment.

We have also provided the Assessment in the excel format provided by the State as a separate Email document.



## 8.4 SERVICE LEVEL AGREEMENTS (SLAs)

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

### Response:

As an experienced provider of business processing outsourcing and customer service solutions to leading federal, state, and local government agencies, many of our agreements feature Standard Level Agreements (SLAs) as a means of ensuring both parties are strongly aligned in terms of service expectations, what constitutes acceptable (and excellent) service, and key aspects of service delivery.

Many SLAs can be easily applied from one engagement to another, but every engagement warrants a detailed review of the scope, volumes, and nature of the service being provided to ensure that SLA categories are suitable and adequate, and that the service levels are appropriate. For example, different SLAs would be applicable to a call center supporting utility billing versus an emergency 911 call center.

We have a standard, proven methodology for defining and calibrating SLAs to each contract and engagement we service, which includes:

- Information Gathering
  - What is the nature of the service provided?
  - What is the level of urgency for the work being performed?
  - What quality metrics are relevant?
  - What level of automation is involved? How are automated elements monitored/measured?
  - For human-performed elements, how quickly can personnel be trained to perform this service to a reasonable level of skill/performance?
- Agreement Analysis
  - What is the scope?
  - What systems are involved?
  - How is quality defined/measured?
  - What resources are required?
  - What dependencies exist internally/externally?
- Value Determination
  - Does value/risk associated with the task warrant a closer focus on efficiency/optimization or near-perfection/urgent handling? (i.e., does this work warrant approaches that might be deemed “over-staffing” just in case it might be required?)
- SLA Definition
  - Define SLA categories
    - Example: Call Center:
      - Average Speed of Answer
      - Average Handle Time
      - Abandon Rate (Long Abandon/Short Abandon)
- Performance Benchmarking

- Analyze historical volume/performance data
- Monitor productivity with reasonable/historical staffing/automation levels in place and determine feasibility of attaining targeted performance with allotted resources
- Focus management efforts/techniques on improving without resource changes
- Determine resource needs to improve/maintain SLA performance
- SLA Refinement
  - Based on benchmarking, determine whether adjustments are warranted to SLAs
- SLA Implementation
  - Formally publish and implement SLAs
- SLA Monitoring and Performance Management
  - Manage resources to ensure ongoing achievement of SLAs
  - Provide monitoring, measurement, reporting, and performance management

### Framework of Typical Service Level Agreements (SLAs)

The table displays how the metrics will be measured. Actual metrics will be determined between the State and Navient.

Term	Definition	Potential SLA
<b>Call Center</b>		
<b>Average Wait Time (AWT)</b>	The average time a constituent waits to be connected to an agent after the IVR	% of calls answered within Seconds/Minutes (Example: 80% of calls will be answered within three minutes)
<b>Average After Call Work (ACW)</b>	The average time an agent will work between calls	After call work will average less than Seconds/Minutes (Example: Average ACW will be less than 1 min)
<b>Average Abandon Rate (AAR)</b>	The average call being abandoned without speaking to an agent	Less than % of AAR within Seconds/Minutes on hold (Example: Less than 10% of AAR within 90 Seconds on hold)
<b>Average Escalation Rate</b>	The average accounts that are escalated back to client for additional review/ work	Less than % escalations for the performance period (Example: Less than 10% of escalations for the month)
<b>Average Contacts per Day</b>	The average of calls, emails, and chats per agents, per day answered and responded too.	Minimum performance for all communication channels: Email Responses: Phone Calls: Chat:

Term	Definition	Potential SLA
		(Example: Email Responses: 55 Phone Calls: 52 Chat: 80)
<b>Voicemail responses</b>	Any voicemails that require a callback to a constituent	All voicemails will get a return call within Hours/Days (Example: All voicemails will get a return call within 24 Hours)
<b>Callback Requests</b>	Any constituents who request a callback while being on hold to speak to an agent	All callback requests will get a return call within Hours/Days (Example: All callback request will get a return call within 24 Hours)
<b>Average First Call Resolution</b>	The percentage of constitutes that will have their inquiry resolved during their first contact	The Average First Call Resolution should be % over the performance period (Example: The Average First Call Resolution should be 85% over the Month)
<b>Customer Satisfaction</b>	The average customer service satisfaction survey result expectation	The Customer Satisfaction survey should be at least % for the performance period (Example: The Customer Satisfaction survey should be at least 90% for the quarter)
<b>Application Processing</b>	Agents review and applications per week based on complexity of the contract/ requirement	Agents will review and process at least applications per Day/Week/Month (Example: Agents will review and process at least 60 applications per Week)
<b>Processing Operations</b>		
<b>Mail return processing</b>	Any correspondence sent out that is returned for insufficient/incorrect/unable to locate address	Mail returns are processed within two (2) business days.
<b>Physical mail scanning</b>	Any physical mail to be electronically scanned	Physical mail is processed within two (2) business days
<b>Electronic mail scanning</b>	Any electronic mail (e.g., email, "contact us form") to be scanned	Electronic mail is processed within two (2) business days
<b>Indexing (applying image tag to correspondence received)</b>	Any item that is scanned, must have an image tag that is	Correspondence is indexed within two (2) business days

Term	Definition	Potential SLA
	associated with the type of correspondence received	
<b>Outbound mail</b>	Any mail that needs to be sent out to consumer/ POE	Outbound mail is sent out within two (2) business days
<b>Customer Advocate Department</b>	The timeframe allotted for a CAD representative to receive, investigate, and respond to (if applicable) and close a complaint	Complaints must be researched, and response attempts made no later than 30 business days (or sooner if contractually or legally required) from the initial receipt of the Complaint by the company, unless directed not to by the Customer or Consumer if the information required for remediation is dependent upon an external third party
<b>Placement Inventory Reconciliation</b>	A comparison of placement inventory between the client's system of record and Navient's debt management system	Any balance variance greater than \$1,500 or account placed versus account received variance will be researched within 30 days to determine cause and any remediation needed.
<b>Manual Payments</b>	Physical check payments received through US Postal Service or Overnight	Payments are opened, sorted, posted, and deposited within (3) business days of receipt
<b>Manual vendor payments</b>	Payments received through vendors website i.e., Bank Wire, Money Gram, Fiserv, or Western Union	Payments are reviewed and processed within (3) business days.
<b>Exception Handling</b>	Any payment that is received in which an account is not able to be located or the account is closed/paid in full	Secondary review of all exceptions and resolution are completed within (5) business days.
<b>Manual Bank Returns</b>	Physical check payments returned from the bank as NSF, Account Closed, etc.	Bank returns are reversed from the account within (3) business days.

## 8.5 STATEMENT OF WORK

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

### Response:

Per the solicitation no Statement of Work was required at this time, but Navient is prepared and ready to provide upon request.