



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH LANCESOFT INC

This State of Oklahoma Statewide Contract #0132 - Temp Employment Services ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Lancesoft Inc ("Supplier") and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for 1 year with 3 (3) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the purchase of temporary employment services for State Agencies and Affiliates to purchase on an as-needed basis, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, BAFO, vendor documents or confidentiality requests. This Contract memorializes the agreement of the parties with respect to the terms of the Contract that is being awarded to Supplier.

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

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

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Signatures

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

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

LANCESOFT INC

By:  

By:  

Name: Amanda Otis

Name: Prashant Arni

Title: State Purchasing Director

Title: Sr. VP - Global Delivery and Operations

Date: 04/17/2025

Date: 04/17/2025

ATTACHMENT A

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

PURPOSE

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

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

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

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

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

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

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

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

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is 2 year and there are (3) one-year auto renewal options to the Contract.

2. Specifications

2.1. Temporary Employment Services

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

2.2. Work Hours

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

2.3. Placement

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

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

2.4. Supplier's Responsibilities

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

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

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

2.5. Bonding

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

2.6. Equipment, Property and Damages

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

2.7. Customer's Responsibilities

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

2.8. Background Checks

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

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

2.9. References

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

2.10. Value Add

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

Exhibit 1
EV00000607
Specifications

I. Scope

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

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

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

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

II. Categories

A. Administrative Support

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

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

B. Commercial / Industrial Workers

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

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

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

C. Healthcare Staffing Services - Clinical

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

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

D. Healthcare Staffing Services – Non-Clinical

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

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

E. Professional Services – Other Than IT

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

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

III. Value-Add Services

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

**Exhibit 2
Executive Summary
EV00000607**

Instructions

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

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

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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5. Please provided a sample SOW for each category submission

Please Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Please provide certificates and descriptions

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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

Provide Answer Below:

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EV00000607
Pricing Template
Exhibit 3

Instructions:

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

Note:

1. You may add more lines as needed.

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

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

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

Level 1	
Level 2	
Level 3	

Level 1	
Level 2	
Level 3	

Level 1	
Level 2	
Level 3	

Level 1	
Level 2	
Level 3	

ATTACHMENT B

STATE OF OKLAHOMA NEGOTIABLE GENERAL TERMS

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

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

1 Contract Order of Priority

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

2 Definitions

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

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

- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 2.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 2.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 2.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 2.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works

of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

3 Additional Pricing

- 3.1** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.
- 3.2** Supplier shall have no right of setoff.
- 3.3** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

4 Ordering, Inspection, and Acceptance

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

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

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

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

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

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

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

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

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

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

5.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

5.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

6 Compliance with Applicable Laws

6.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 6.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](https://www.oklahoma.gov/infosec) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 6.4** In addition to compliance under subsection 6.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 6.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 6.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 6.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 6.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

- 6.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 6.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

7 Audits and Records Clause

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

8 Confidentiality

- 8.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 8.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 8.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of

at least three (3) years, all notice-related costs and toll free telephone call center services.

- 8.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 8.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 8.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

9 Assignment and Permitted Subcontractors

- 9.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 9.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said

corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

- 9.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 9.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 9.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

10 Background Checks and Criminal History Investigations

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

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

11 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

12 Indemnification

12.1 Acts or Omissions

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

12.2 Infringement

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

12.3 Notice and Cooperation

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

12.4 Limitation of Liability

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

13 Termination for Cause

- 13.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 13.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 13.3** The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.
- 13.4** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

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

14 Termination for Convenience

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

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

15 Suspension of Supplier

15.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails

to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

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

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

16 Certification Regarding State Employees Prohibition From Fulfilling Services

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

17 Force Majeure

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

continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

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

17.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

18 Security of Property and Personnel

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

19 Miscellaneous

19.1 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor

supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

19.2 Publicity

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

19.3 Mutual Responsibilities

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

19.4 Entire Agreement

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. No statement, promise,

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

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

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

2. Orders and Amendments

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

3. Termination

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

4. No Guarantee of Products or Services Required

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

5. Contract Management Fee and Usage Report

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

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

5.3 All Contract Usage Reports shall meet the following criteria:

- i. Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;

- ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv. Contract quarterly reporting periods shall be as follows:
 - a. January 01 through March 31;
 - b. April 01 through June 30;
 - c. July 01 through September 30; and
 - d. October 01 through December 31.
 - e. Reports must include the following information:
 - f. Procuring entity;
 - g. Order date;
 - h. Purchase Order number or note that the transaction was paid by Purchase Card;
 - i. City in which products or services were received or specific office or subdivision title;
 - j. Product manufacturer or type of service;
 - k. Manufacturer item number, if applicable;
 - l. Product description;
 - m. General product category, if applicable;
 - n. Quantity;
 - o. Unit list price or MSRP, as applicable;
 - p. Unit price charged to the purchasing entity; and
 - q. Other Contract usage information requested by the State.

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

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

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



Amendment of Solicitation

Date of Issuance: 01/15/2025

Solicitation No. EV00000607 for SW0132

Requisition No. _____

Amendment No. 1

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

RETURN TO: Supplier Portal (oklahoma.gov)

Cini Zacharia

Contracting Officer

405-522-9078

Phone Number

Cini.zacharia@omes.ok.gov

E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice of the following questions concerning this solicitation, received during the Q&A period, which closed on 01/08/2025.

All questions and procurement/agency responses are detailed below:

1. Is there any difference in scope regarding what we were awarded in October for SW0132 and the solicitation you sent out yesterday?

Answer: No

2. What is the average annual spend for SW0132?

Answer: Cannot give this information at this time.

3. What do you anticipate the spend for SW0132 to be in the next year?

Answer: Cannot give this information at this time.

4. Which departments are the most frequent users of SW0132?

Answer: Cannot give this information at this time.

5. How do you recommend we leverage our contract with your end users?

Answer: Cannot give this information at this time.

6. Good morning Ms. Zacharia,

I asked that question because it says "Information Technology Professional Services, and Professional Services". Thanks for clarifying. BTW, one of our large FAA contracts is for Administrative Support.

"SW0132- Temp Employment Services.to provide services relating to Administrative Support (including Office and Clerical), Commercial/Industrial Workers, and Healthcare Staffing Services, Information Technology Professional Services, and Professional Services as defined within the scope of this RFP."

Answer:

"This one just tells the vendor that the SW1025 is for actual IT Services and this one is for not for IT services. That must have been an error when contract manager's put it together that it said "informational Technology Professional Services"

7. There is already SW1025 for staffing, so why is the state introducing a new contract vehicle, SW0132? This also falls within our expertise?

Answer:

This (SW0132) is a non -IT RFP. SW1025 is an IT RFP. If you are already in contract with us for SW0132 then you do not need to submit your bid response again for SW0132.

8. Is there any difference in scope regarding what we were awarded in October for SW0132 and the solicitation you sent out yesterday?

Answer: No

9. What is the average annual spend for SW0132?

Answer: We cannot give this information at this time

10.What do you anticipate the spend for SW0132 to be in the next year?

Answer: We cannot give this information at this time

11.Which departments are the most frequent users of SW0132?

Answer: We cannot give this information at this time

12.How do you recommend we leverage our contract with your end users?

Answer: We cannot give this information at this time

13. We received the bid notification below for SW0132.

Will this bid replace our current agreement for SW0132, link, or will it be in addition to our current agreement?

Answer: If the suppliers are already on contract, they can disregard this solicitation. This is non-IT. So yes, it does not include IT Temps. SW1025 is for IT Temps.

14. "Does this purchase have IT components? No" Can you please clarify what this means?

Answer:

There is no Information technology on this RFP. So, that bidders do not need to fill out a security review form.

15. Does this mean that this RFP does not include IT Temps? Is that still on SW1025?

Answer:

If the suppliers are already on contract, they can disregard this solicitation. This is non-IT. So yes, it does not include IT Temps. SW1025 is for IT Temps.

16. I saw the bid announcement for SW0132-Temp Employment Services go out, and just wanted to make sure that since XXX currently has a contract for State Wide Temp Employment Services, that we do not need to reapply or re-bid. If something has changed, please let me know.

Answer:

If you are already in a contract for this now. Then you do not need to send your bid response.

17. I just left you a voicemail, but I thought email might be more convenient. Would you have a few minutes to hop on a quick call regarding the supplier portal?

Answer:

Please send all your questions via email. We can only answer via email for this. RFP related questions need to ask through the supplier portal. If you need help to access to the supplier portal. Please reach out to OMES service desk, they will help you to get log in. OMES Service Desk servicedesk@omes.ok.gov

18. Do these openings fall under SW1025?

Answer:

No, SW0132 does not include IT Temps. SW1025 is for IT Temps.

19. I know questions need to go through the portal, however I thought 0132 was just awarded? I just got my acceptance a month or so ago?

Answer:

If you are already in a contract for this now. Then you do not need to send your bid response.

20. Will this bid replace our current agreement for SW0132, link, or will it be in addition to our current agreement?

Answer:

If the suppliers are already on contract, they can disregard this solicitation. This is non-IT. So yes, it does not include IT Temps. SW1025 is for IT Temps.

21. we received the RFP early this week and read through it. Then, got this edited version. Are you able to tell me what was edited?

Answer:

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

22. I was recently reviewing the opportunity SW0132 that came out on the OMES platform. I gave you a call on this topic and am following up with an email. The firm I work with, XXXXXXXX provides consulting and contracting support, but we do not technically provide traditional "temp" services. Do you have any guidance on if we might be able to be eligible for this contract or not?

Answer:

Please review the Attachment A and if you think you can provide those specifications, then I recommend you submit the bid response. Then evaluators will review the technical requirements and will decide the next steps and if need we will reach out to you.

23. How many current suppliers do you have under this RFP?

Answer: Cannot give this information at this time.

24. Why are you looking to add other suppliers?

Answer: Cannot give this information at this time.

25. How many new suppliers to you plan to add?

Answer: Cannot give this information at this time.

26. Do you plan to remove any current suppliers?

Answer: Cannot give this information at this time.

27. Is this a new contract or renewal of an existing contract?

Answer: This is an existing contract

28. If there is an existing contract, could you please share the names of the current vendors and their pricing?

Answer: Cannot give this information at this time.

28. What is the estimated budget for this contract?

Answer: Cannot give this information at this time.

29. Is it mandatory to subcontract?

Answer: Cannot give this information at this time.

30. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?

Answer: No

31. Is there a minimum number of hours required for the service?

Answer: No

32. Is this a newly initiated project, or is it a continuation of an existing one?

Answer This is a existing contract

33. If it is ongoing, kindly provide the names of the current service providers/incumbent vendors.

Answer Cannot give this information at this time.

34. Could you provide details on the previous expenditure associated with this contract?

Answer Cannot give this information at this time.

35. Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?

Answer Cannot give this information at this time.

36. Are there any specific challenges or issues currently being faced with the existing vendors?

Answer No

37. Can you clarify the expected number of awards for this solicitation?

Answer Cannot give this information at this time.

38. Is there any preference or priority given to local vendors for this contract?

Answer No

39. We recently reviewed the bid solicitation documents for SW0132 - Temp Employment Services and would like to request some clarifications regarding certain aspects of the project. We greatly appreciate your assistance in providing the necessary information to ensure our bid submission accurately meets your requirements. Below are the specific questions we have regarding the bid: If there are any additional documents or information that would aid in our understanding of the project, please let us know, and we will be glad to receive them.

Answer: Please see the RFP Attachment A, the bidders' instruction, and all the Exhibits and it will provide all the information, no other information to provide other than RFP docs posted.

40. What would be the number of awards you intend to give (approximate number)?

Answer Cannot give this information at this time.

41. What are the estimated funds that are estimated to be allocated for this contract?

Answer Cannot give this information at this time.

42. What is the tentative start date of this engagement?

Answer Cannot give this information at this time.

43. What is the work location of the proposed candidates?

Answer Cannot give this information at this time.

44. Please provide the evaluation criteria for evaluating the bids for this opportunity.

Answer Cannot give this information at this time.

45. Is this a new contract or are there any incumbents?

Answer This is an existing contract

46. If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

Answer Cannot give this information at this time.

47. Are there any pain points or issues with the current vendor(s)?

Answer No

48. Could you please share the previous spending on this contract, if any?

Answer Cannot give this information at this time.

49. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

Answer Cannot give this information at this time.

50. How many positions were used in the previous contract (approximate)?

Answer Cannot give this information at this time.

51. How many positions will be required per year or throughout the contract term?

Answer Cannot give this information at this time.

52. If the resources we provide at the time of proposal submission are not available at the time of a potential contract award could vendors replace them with equally qualified resources?

Answer No

53. Can we provide hourly rate ranges in the price proposal?

Answer Yes

54. Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

Answer Cannot give this information at this time.

55. Are resumes required at the time of proposal submission? If yes, do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Answer No

56. Could you please provide the list of holidays?

Answer Cannot give this information at this time.

57. Are there any mandated Paid Time Off, Vacation, etc.?

Answer Cannot give this information at this time.

58. What is the State's estimated annual staffing spend as it pertains to this RFP?

Answer Cannot give this information at this time.

59. Is there local preference for Bidders?

Answer No

60. Are there specific MBE/SBE/DBE/MWBE preference?

Answer No

61. Are there any mandatory subcontracting requirements for this solicitation? If yes, what is the percentages of subcontracting goals vendors need to meet?

Answer No

62. How many active contractors are working on this contract currently?

Answer Cannot give this information at this time.

63. Please provide the names of the Incumbent vendors for this contract?

Answer Cannot give this information at this time.

64. What is the total spending per incumbent for the duration of the previous contract?

Answer Cannot give this information at this time.

65. What are any challenges or pain points with the present contract vendors?

Answer Cannot give this information at this time.

66. Will the awarded vendor take over any payrolling of incumbent candidates?

Answer Cannot give this information at this time.

67. What is the new budget for year for this RFP?

Answer Cannot give this information at this time.

68. How many roles do you anticipate to recruit for yearly during this contract?

Answer Cannot give this information at this time.

69. What are your most commonly requested positions?

Answer Cannot give this information at this time.

70. Are vendors required to bid on all positions/categories?

Answer No

71. Do you require Resumes of candidates attached to the RFP submission? If yes, do we need to submit .

Answer No

72. actual resumes for selected candidates or sample resume?

Answer No

73. Please provide the list of all the certifications/Licensure which is necessary to attach in the proposal.

Answer Cannot give this information at this time.

74. How many vendors do you intend to award?

Answer Cannot give this information at this time.

75. Will you award the contract to lowest responsive bidder?

Answer Cannot give this information at this time.

76. In exhibit#3 Price template says in Instruction #2: Pricing must include travel, delivery, shipping, or any other combination of external prices. Hourly Pricing must be what Agencies / Affiliates pay. Question: This is a note in here that asks for us to included TRAVEL, DELIVERY & SHIPPING, can you share what that expectation looks like so we can factor that into our position?

Answer: We just want all charges included in the rate. There may not be any travel, delivery or shipping

77. In exhibit#3 Price template says in in Categories section in line #12: will we be able to get detail job descriptions for each of the positions in order to properly determine WC code as well as market specific pay rates: Question: Is the Hourly Pricing reflective of only the temporary employee's payrate without the markup?

Answer Your pricing should include all charges that will be paid

78. From the Pricing Template Exhibit 3, where can we find out the info and/or definitions of the Level I, II, & III for the specific job categories?

Answer: Exhibit#1 - specifications doc explaining all the categories.

79. I don't see anything about Level specifications on Exhibit#1 - specifications doc.

Is there a State of Oklahoma personnel handbook that provides the categories for each Level?

Answer: There is not a clear definition of the levels, those are for the suppliers to indicate their levels. A supplier might not provide all levels.

80)Are we required to respond to all the categories?

Answer: No

81) Could you provide information on the incumbent companies currently handling the contract?

Answer: Cannot give this information at this time.

82)Can you share the proposals from the incumbent companies?

Answer: Cannot give this information at this time.

83)How many vendors does the State plan to award contracts to?

Answer: Cannot give this information at this time.

84) We would like to request the bid tabulation for the previous contract.?

Answer: Cannot give this information at this time.

85) Can you describe any issues or problems the State is experiencing with the current contract?

Answer: No

86). To price LPNs & RNs, would we provide: 3 Levels of LPN pricing and 3 Levels of RN hourly pricing?

Answer: Yes

87). would LPNs be one hourly price in Level II and RNs would be one hourly price in Level III?

Answer: Yes

88). We have a couple dozen healthcare job categories. So should we propose a detailed rate card with all the healthcare job categories?

Answer: Yes, that will be fine

89). A). Is this a new initiative?

Answer: NO

B). If not, who are the current vendors?

Answer: Please follow the link below to see the information.

https://www.ok.gov/dcs/solicit/app/solicitationSearch.php?SOL_NUMBER=&KEYWORD=SW0132&button=Search

C). Please share their pricing files.

Answer: Please follow the link below to see the information.

https://www.ok.gov/dcs/solicit/app/solicitationSearch.php?SOL_NUMBER=&KEYWORD=SW0132&button=Search

90). Is the vendor required to submit all job titles?

Answer: No

91). What are the historical annual spending volumes in the project?

Answer: Cannot give this information at this time.

92). What is the estimated budget for this project?

Answer: Cannot give this information at this time.

93). What are the insurance requirements?

Answer: Cannot give this information at this time.

94). Is COI required to be submitted along with the proposal or upon award?

Answer:

yes, It is required to submit along with bid response.

95) Would you be able to give me more information as to what the bid is for?

Answer:

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

96) Could OMES please clarify whether vendors can bid on only one category or are required to bid on all the categories?

Answer: Suppliers can bid on only the categories that they provide

97) Could OMES please clarify how many vendors will receive the award under this solicitation?

Answer: Cannot give this information at this time.

98) We are a Staffing firm with more experience in IT Staffing Services, could OMES please clarify if we can use our IT Staffing experience and references to bid on this solicitation?

Answer: Yes

99) Could OMES please share the records, including previous winning proposals?

Answer: Cannot give this information at this time.

100) Can firms provide commercial references?

Answer: Yes

101) Can firms provide ongoing contracts as references?

Answer: No

102) Could OMES please clarify if vendors can change the PDF format of Exhibit 2 to a word format since the space provided is not enough to provide the answers?

Answer: Yes

103) Section Two: Executive Summary and Company Information, could OMES please confirm that vendors only have to include Exhibit 2 in this section and no additional information is required?

Answer: Yes

104) In Exhibit 2 Executive Summary, question 1. Could OMES please clarify if there is any specific certification required by the key individuals?

Answer: Non other that if there is listed in the solicitation

105). In Exhibit 2 Executive Summary, question 3 states "Please list any Documentation on capabilities to measure success, auditability and customer satisfaction". Could OMES please elaborate on what they expect vendors to provide in this question?

Answer: Any awards or certificates

106). In Exhibit 2, Executive Summary, Question 3 states: "Please list any documentation on capabilities to measure success, auditability, and customer satisfaction." Could OMES clarify the level of detail expected in the response, given the limited space provided in the PDF for a comprehensive answer?

Answer: Any awards or certifications

107). Could OMES please clarify if vendors can copy and paste each question of Exhibit 2, Executive Summary in section 2 of the proposal and answer them in detail, since the questions require detailed answers and the PDF does not have enough space to provide the answers?

Answer: Yes

108). In Exhibit 2, Executive Summary, Question 4 states: "Please provide documentation outlining the overall operations related to providing the services offered under this bid." Could the OMES elaborate on what they expect vendors to provide to suffice this requirement?

Answer: How the supplier will fulfil their obligation of an awarded contract

109). Section 2 Executive Summary and Company Information, could OMES please clarify if, besides Exhibit 2 Executive Summary, vendors have to provide their own executive summary?

Answer: Only the answer to Section 2 Executive Summary is required

110). In Exhibit 2, Executive Summary, Question 4 states: "Please provide documentation outlining the overall operations related to providing the services offered under this bid." Could the OMES clarify what documentation they expect vendors to provide?

Answer: How you will fulfill the contract obligation

111). In Exhibit 2, Executive Summary, Question 5 states: "Please provide a sample SOW for each category submission". Could OMES please clarify if vendors have to provide one (1) sample project for each category vendors intend to offer services? If not, could OMES please clarify what they expect vendors to provide to suffice this requirement?

Answer: A good description of each category

112) Could OMES please clarify whether there is a specific timeframe within which vendors are expected to fill a position?

Answer: Cannot give this information at this time.

113). In Exhibit 2, Executive Summary, Question 16 states "Please provide documentation in regard to supplier's ability to meet the following laws, HIPAA, FERPA, CJIS, IRS_PUB 1075, or other sensitive data." Could OMES please clarify what type of documentation they require vendors to provide to satisfy this requirement?

Answer: Any certification that would align with these laws

114). In Exhibit 2, Executive Summary, Question 16 states "Please provide documentation in regard to supplier's ability to meet the following laws, HIPAA, FERPA, CJIS, IRS_PUB 1075, or other sensitive data." Could OMES please clarify if providing a written statement indicating that we can meet these laws is enough to suffice this requirement? If not, could OMES please clarify what documentation vendors have to provide?

Answer: A written statement will be enough

115). Could OMES please clarify if vendors have to submit a sample insurance or COI with the proposal response?

Answer: Yes, Please submit a current COI or a sample

116). Under Section 7 Required Bid Format, Section Seven: Response to Specifications and Requirements. Could OMES please clarify if vendors only have to provide written statements acknowledging points "a" to "g"? If not, could OMES please clarify what they expect vendors to provide under this section?

Answer: Yes, Written is fine

117). Under Section 7 Required Bid Format, Section Seven: Response to Specifications and Requirements, point "a" states "The portion of the Bid to be submitted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications such as Mandatory or Non-Mandatory specifications and requirements found in Attachment A. Please include timelines on deliverables when applicable." Could OMES please be more specific on what information vendors have to provide in Section Seven since the Exhibit 2 Executive Summary already covers and requests this information?

Answer: The Exhibit 2 information is all that is required

118). Could OMES please clarify if providing a value-added in Section Nine is mandatory?

Answer: No, this is not mandatory

119) Under Section 2: Executive Summary and Company Information, point c states "Company size and organization." Could OMES please clarify if by the size of the company, they mean the total number of employees? If not, could OMES please clarify what they mean by Size of the Company?

Answer: Yes, total number of employees

120). Under Section 2: Executive Summary and Company Information, point c states "Company size and organization." Could OMES please clarify if by organization, they expect the vendor to provide their organizational chart? If not, could OMES please clarify what they expect vendors to provide for Organization?

Answer: Yes, please provide your organizational chart

121). Under Section 2: Executive Summary and Company Information, point f states "Locations where the Bidder's solution has been deployed." Could OMES clarify if they expect vendors to provide case studies, or just mention the states where vendors have delivered services?

Answer: Please just list the states

122). We would like to bid on all of the positions. We have a Medical Division at Express that has a different FEI number. Do we bid separately on these?

Answer:

You need to bid separately for EV00000607 for this RFP.

EV00000607 is for Documents for SW0132 Temporary Staffing Services.

123). Do you have time for a call on Monday 1/6 to discuss some questions about SW 0132?

Answer:

We are not allowed to talk on the phone any questions regarding to this any open RFP on our website.

All the questions need to receive via portal or through my email. You have time to ask questions until 01/08/2025 at 1PM. After this we won't answer any questions and we will post all the questions (we received until at 1PM on 01/08/2025) and its answers as an amendment in the portal and will notify all.

124) What were the staff billable hours for the last 2 years (2023 and 2024)?

Answer: Cannot give this information at this time.

125). Will multiple agencies be awarded?

Answer: Cannot give this information at this time.

126). What did your agency spend on the previous contract?

Answer: Cannot give this information at this time.

127). Who is your current vendor(s)?

Answer: Cannot give this information at this time.

128). Have you used a placement firm in the past?

Answer: Cannot give this information at this time.

129). What did the placement firm charge you?

Answer: Cannot give this information at this time.

130). What was the annual spend for all categories staff for 2023 and 2024?

Answer: Cannot give this information at this time.

131). Can we bid on selected categories or do you want pricing for all categories

Answer: You can bid on only the categories that you would like to do business

132). Is this a re-compete RFP? If yes,

Answer: This is a RFP for an existing contract

a. Could you please share the name of Current Suppliers (who are currently providing services to the State)?

Answer: Cannot give this information at this time.

b. Could you please share current Supplier's pricing and Proposals?

Answer: Cannot give this information at this time.

c. How many awards were made in the Past?

Answer: Cannot give this information at this time.

d. When was the existing contract started, and what is the annual monetary spent value of the current contract since inception?

Answer: Cannot give this information at this time.

e. How many resources are currently engaged in the current contract?

Answer: Cannot give this information at this time.

f. Can you please share the no. of positions served in previous years under this contract?

Answer: Cannot give this information at this time.

g. Can you please share the amount of business each vendor did under this contract in previous years?

Answer: Cannot give this information at this time.

h. Is there any issue that the State is currently facing with the incumbents?

Answer: Cannot give this information at this time.

i. Please share the historical spending for the year 2022, 2023 and 2024?

- j. Answer: Cannot give this information at this time.
How many positions were used in year 2021, 2022 and 2023?
Answer: Cannot give this information at this time.

133). What will be the estimated annual budget for this project?

Answer: Cannot give this information at this time.

134). Is this a single award or multiple award contract?

Answer: Multiple

135). If it is a multi-award contract, can you please confirm the total number of vendors to be awarded this contract?

Answer: Cannot give this information at this time.

136). How will job requests be shared among multiple awarded vendors?

Answer: Cannot give this information at this time.

137). Will all job requests be shared among all awarded vendors simultaneously?

Answer: Cannot give this information at this time.

138). Is there any ranking system for sharing job requests among awarded vendors such as primary bidder, secondary bidder, and then other awarded bidders?

Answer: Cannot give this information at this time.

139). Regarding Exhibit 2 - Executive Summary form provided, could you please clarify where we should include our detailed response, as the response table appears to have limited space for a comprehensive submission?

Answer: You can include a separate document

140). For Section 7 - Required Bid Format, can you confirm if Section 7.7 is applicable to this bid?

Answer: Yes it is required

141). For the sub-section 7.7 - Response to Specifications and Requirements, could you clarify where the Mandatory and Non-Mandatory specifications are provided?

Answer: They are in the solicitation

142). Since this is a bid for temporary employment services, where manufacturers' names, brand names, information, and/or catalog numbers are not applicable, are we still required to provide a response to the "b" part of sub-section 7.7 - Response to Specifications and Requirements?

Answer: Yes

143). For the "f" part of sub-section 7.7 - Response to Specifications and Requirements, what specific Service Level Agreements (SLAs) should a staffing company like ours include to ensure we meet the expectations?

Answer: Please submit what ever you currently have

144). Could you please clarify whether we are required to provide responses for all categories we are bidding on within a single bid submission, or if separate bids must be submitted for each category?

Answer: Yes, you can use a single document

145). For Question No. 8 in Exhibit 2 - Executive Summary form, could you clarify which certifications are required to be submitted?

Answer: Please submit what certifications that you currently have

146). Is the state able to provide the job titles and/or descriptions that would be in each of the 3 "levels" of the 5 sections. There can be a wide range of rates in a single vertical depending on what positions the state requires - especially within healthcare clinical - so any clarity of what you may be looking for would help hone in on competitive pricing.

Answer: Cannot give this information at this time.

147). What is the budget of this requirement?

Answer: Cannot give this information at this time.

148). Can you please share the incumbent details along with a breakdown of incumbent spending ?

Answer: Cannot give this information at this time.

149). Can you please let us know the previous spending of this contract?

Answer: Cannot give this information at this time.

150). Please confirm if we can get the proposals or pricing of the incumbent(s).

Answer: Cannot give this information at this time.

151). Is this a re-compete RFP? If yes,

Answer: This is a RFP for an existing contract

A. Could you please give the name of Current Suppliers (who are currently providing the required services)?

Answer: Cannot give this information at this time.

B. Could you please share current Suppliers pricing and Proposals?

Answer: Cannot give this information at this time.

C. When the existing contract was started, and what is the annual monetary spent value of the current contract since inception?

Answer: Cannot give this information at this time.

D. How many resources are currently engaged in the current contract?

Answer: Cannot give this information at this time.

E. Can you please share the no. of positions served in previous years under this contract?

Answer: Cannot give this information at this time.

F. Can you please share the amount of business each vendor did under this contract in previous years?

Answer: Cannot give this information at this time.

152). What will be the estimated annual budget for this project?

Answer: Cannot give this information at this time.

153). Is there a mandatory sub-contracting goal for this contract?

Answer: Cannot give this information at this time.

154). How many positions can we expect under this contract throughout the given term?

Answer: Cannot give this information at this time.

155). How many vendors is the agency planning to select?

Answer: Cannot give this information at this time.

156). Will you accept references from commercial clients?

Answer: Yes

157). Where do we need to submit the details of our business references?

Answer: You can include a separate document

158). Will you accept pricing as a markup percentage (%) for each category we intend to bid on, since there are no specific job titles available and hourly rates vary by job title within a category?

Answer: Yes

159). Could you please provide the list and job descriptions of the required job titles within all the categories mentioned in the solicitation document?

Answer: Cannot give this information at this time.

160). Do we need to submit a copy of our "Oklahoma Sales Tax Permit" along with the bid documents?

Answer: Yes

161). Will you accept it if we submit our "Oklahoma Sales Tax Permit" certification at the time of the award? Please confirm.

Answer: Yes

162). Do we need to submit proof or a copy of our registration with the Oklahoma Secretary of State at the time of bid submission? Please confirm.

Answer: Yes

163). In reference to the form "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)" under "SECTION V DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS":

A. If we have no debarments or suspensions, can we write "Not Applicable" in the section and submit the form by signing at the bottom? Please confirm.

Answer: Yes

164). In reference to "Exhibit 1" under "I. Scope," the last paragraph states: "This document provides the pricing details for the proposed services under this Non-IT Consulting Services solicitation."

Please answer the following questions:

- A. Do the awarded vendors need to provide consulting services for analyzing the staffing needs of the customers? If yes, what consulting services are required in each category?
Answer: Cannot give this information at this time.
- B. Do the awarded vendors need to provide both consulting and temporary staffing services within the categories?
Answer: Cannot give this information at this time.
- C. Under this contract, do we only need to provide temporary employees for one or more job categories, and not consulting services? Please confirm.
Answer: Cannot give this information at this time.
- D. Do we need to have in-house resources to provide these non-technical consulting services?
Answer: Cannot give this information at this time.
- E. What will be the possible job locations for the roles within these categories?
Answer: Cannot give this information at this time.
- F. Will these roles be onsite or remote?
Answer: Cannot give this information at this time.
- G. Generally, in staffing service contracts, the awarded vendors receive task orders from clients for all required roles. The vendors then perform sourcing, screening, background checks (e.g., drug tests, criminal history checks, past employment/reference checks), payroll, and reporting services.
Answer: This is a statement not a question
- H. Will you release task orders or job descriptions for the required roles at the time of job requisitions, with the vendors providing candidates for those roles? Please confirm.
Answer: Cannot give this information at this time.
- I. Is this purely a temporary staffing contract, or does it also require consulting services? Please confirm.
Answer: Cannot give this information at this time.

165). In reference to "Exhibit 2 Executive Summary EV00000607": Could you please allow us to respond to the questions in "Exhibit 2 Executive Summary EV00000607" in an additional or edited document to provide ample space for our responses? Please confirm.

Answer: Yes

166). In reference to "Exhibit 2 Executive Summary EV00000607," there is a question: "Please describe in detail what steps are taken to understand the business needs of the customer."

Please confirm the following:

- A. Will you release job descriptions for the roles at the time of requisitions? Please confirm.
Answer: Cannot give this information at this time.
- B. Does the awarded vendor need to develop job descriptions independently by analyzing the customer's needs, and then source temporary employees for those roles?
Answer: Cannot give this information at this time.
- C. Are you looking for a vendor who can provide both consulting and temporary staffing services? Please confirm.
Answer: Cannot give this information at this time.

167). Does the awarded vendor under this contract need to provide consulting services to analyze the customer's needs, such as identifying the job roles and skill sets required for the customer's business needs?

Answer: Cannot give this information at this time.

168). As this is not a new opportunity, please provide us the information of the previous incumbents.

Answer: Cannot give this information at this time.

169). Is there any possibility of due date extension?

Answer: Cannot give this information at this time.

170). Please provide us the approximate historical spend of the project in the previous years.

Answer: Cannot give this information at this time.

171). If we are not bidding on one particular category, is it fine to mentioned "No bid" in the pricing sheet?

Answer: Yes

172). What is the volume of work to be generated from this?

Answer: Cannot give this information at this time.

173). Are you willing to prefer OK based local vendors?

Answer: No

174). Do we need to provide Resumes of the candidates or any References at the time of proposal submission?

Answer: Cannot give this information at this time

175). Is there any page limit for this bid?

Answer: No

176). Are there any requirements of license from the vendors during proposal submission?

Answer: Cannot give this information at this time.

177). Please let us know when you will be releasing the answers to all the questions.

Answer: As soon as possible

178). What is the contract duration?

Answer: Cannot give this information at this time.

179). Is this a re-compete RFP? If yes,

Answer: This is a RFP for an existing contract

180). Could you please share the name of Current Suppliers (who are currently providing services to Agency)?

Answer: Cannot give this information at this time.

181). Could you please share current Supplier's pricing and Proposals?

Answer: Cannot give this information at this time.

182). When the existing contract was started, and what is the annual monetary spent value of the current contract since inception?

Answer: Cannot give this information at this time.

183). How many resources are currently engaged in the current contract?

Answer: Cannot give this information at this time.

184). Can you please share the no. of positions served in previous years under this contract?

Answer: Cannot give this information at this time.

185). Can you please share the amount of business each vendor did under this contract in previous years?

Answer: Cannot give this information at this time.

186). Is there any local preference for this contract?

Answer: No

187). What will be the estimated annual budget for this project?

Answer: Cannot give this information at this time.

188). Would you be accepting references from public as well as commercial entities?

Answer: Cannot give this information at this time.

189). Is sub-contracting required for this contract?

Answer: Cannot give this information at this time.

190). How many vendors agency is planning to select?

Answer: Cannot give this information at this time.

191). Apart from the above questions, kindly let us know if we can redline in the Attachment B (State of Ok Negotiable Terms) Section 6 - Compliance with Applicable Laws: "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".

Without specific instructions on the spend of the program external auditing is not feasible for us, therefore kindly let us know if we can change the language for this clause.

Answer: No, We cannot

192). Could the State please clarify where should vendors address the information requested under section two of required bid format?

Answer: You may submit a separate document

193). Could the State kindly clarify whether the information requested in Section Two should be addressed within Exhibit 2? If so, could you please specify where each item should be addressed?

Answer: You may submit a separate document

194). Does the State have a preference for the response format—PDF or Word document?

Answer: No

195). Could the State please clarify where the certificate insurance mentioned in form 076 be included?

Answer: Yes, please include

196). Will vendors that are not service-disabled veteran-owned businesses be negatively impacted in the evaluation process?

Answer: No

197). Will service-disabled veteran-owned businesses receive preference under this solicitation?

Answer: No

198). Could the State kindly clarify whether the Certificate of Insurance should be attached in both point B and point D of Section Three in the Required Bid Format?

Answer: Yes, please attach in both

199). Is it mandatory to have an Oklahoma Sales Tax Permit at the time of the submission?

Answer: No, it is not required

200). Is it mandatory for vendors to include the Oklahoma Sales Tax Permit in the proposal response? If that's the case, can we include proof that we are currently in the process of obtaining it?

Answer: No it is not

201). Are vendors required to include the Certificate of Insurance in the designated space on the portal, or should it only be included in the response document?

Answer: Either place is fine

202). Are vendors required to include the Non-Collusion Certification statement (DCS-FORM-CP-004) in the designated space on the portal, or should it only be included in the response document?

Answer: Either place is fine

203). Could the State kindly confirm whether Exhibit 3 should be included both in Step 2 on the portal and in the response document, or only in the response document?

Answer: Either place is fine

204). In Step 2 of the portal, under Line Bid Responses, the five categories are marked as 'bid required.' However, in Exhibit 1 (EV00000607 Specifications), it states: 'Bidders may bid on one, all, or any combination of the above categories. Any category that is bid on must have pricing in Exhibit 3 Pricing Template.' Could the State please clarify whether vendors are required to bid on all categories, or if they can bid on some of the categories?

Answer: Suppliers are not required to bid on all categories

205). Could the State please provide a link for 1 OAC 260:115-3-9 since the one in page 5 of the Bidder instructions is not working?

Answer: Not at this time

206). Could vendors apply to one specific category or is it a requirement to apply to all categories?

Answer: Suppliers do not have to apply to all categories

207). Where should vendors add references in the response?

Answer: You may submit a separate document

208). Could the State please clarify if subcontractor references are allowed to be used for the services provided?

Answer: Cannot give this information at this time.

209). Are commercial references allowed?

Answer: Yes

210). Are references from ongoing contracts accepted?

Answer: Yes

211). "In Section Four of the Required Bid Format, Point A states, 'simply provide a list of documents or sections of documents requested to be confidential.' However, Point D states, 'ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM.'

Could the State kindly confirm whether vendors should provide only a list of confidential information in this section, or if the entirety of the confidential information must be included within this section and omitted from all other parts of the response document?"

Answer:

212). Could the State kindly clarify if it is mandatory to be registered with the Oklahoma Secretary of State and have an Oklahoma tax permit in order to submit this bid?

Answer: Yes, we would like to see this in the submission

213). Could the State please confirm the number of documents to be submitted?

Answer: Cannot give this information at this time.

214). Could the State please specify which attachments are permissible for requesting exceptions or revisions?

Answer: Cannot give this information at this time.

215). Could the State kindly confirm if vendors cannot submit the references as confidential information?

Answer: Cannot give this information at this time.

216). Could the State please clarify if a firm needs to separately submit the Word document for Section 7.5 (Requested Exceptions to Terms, point a)?

Answer: Cannot give this information at this time.

217). How many departments will benefit from the MSA? Could the State please share the list of those departments?

Answer: Cannot give this information at this time.

218). With reference to Section 7.3 (Bid Portions Requested to Be Held Confidential), could the State kindly clarify whether the firm needs to hyperlink each section considered confidential or simply provide the section name?

Answer: Cannot give this information at this time.

219). Could the State please confirm if Exhibit 2 needs to be attached in Section 2 of the bid packet?

Answer: Yes, please attach it in section 2

220). In case vendors have no additional bidder terms what information should be included within section six of the Required Bid Format?

Answer: Cannot give this information at this time.

221). Could the State please confirm if vendors should address each of the points in section seven in the Required Bid Format?

Answer: Cannot give this information at this time.

222). With reference to Exhibit 2, could the State kindly clarify if it is mandatory for bidders to complete the exhibit as written and within the provided "box space"?

Answer: Either will be fine

223). Could the State please confirm if for this solicitation is the VPAT required? if yes, where should it be added in the response?

Answer: It can be submitted in a separate document

224). Could the State please clarify if it is permissible for a bidder to copy the Exhibit 2 questions into the bid packet and respond directly within?

Answer: Yes, that is fine

225). With reference to Exhibit 2 (Executive Summary), could the State kindly clarify how firms should attach or include the sample SOW?

Answer: In a separate document

226). Could the State kindly confirm whether it is mandatory for vendors to include in the response the 'Standardized Information Gathering (SIG)' or the 'Consensus Assessment Initiative Questionnaire (CAIQ)'? If yes, could the State please provide these documents or guidance on where they can be obtained?

Answer: Cannot give this information at this time.

227). With reference to Exhibit 2 (Executive Summary), could the State please clarify what is required to be provided in the sample SOW?

Answer: Cannot give this information at this time.

228). Could the State please clarify if for this solicitation the FedRamp and/or State Ramp Certifications in lieu of the Security Certification and Accreditation Assessment should be provided?

Answer: Cannot give this information at this time.

229). If a vendor does not have information regarding a specific point in Section Seven of the required bid format, should they indicate 'N/A' or omit the point entirely?

Answer: Yes

230). Could the State please confirm if firms may use references from their subcontractors?

Answer: No, they cannot

231). Could the State kindly provide a PDF or Word template for the pricing format to be included in Section 8?

Answer: Not at this time

232). Could the firm use a subcontractor to meet any part of the mandatory requirements

Answer: Cannot give this information at this time.

233). Can the pricing be submitted as a separate Excel document, or should it be included within the response document in PDF format?

Answer: Yes

234). Can the firms use commercial client references to meet the requirement to meet the reference requirements?

Answer: Yes

235). Could vendors provide IT positions in exhibit 3?

Answer: No

236). Could the State please confirm if the cost of drug testing and criminal background checks will also be borne by the awarded firm?

Answer: Yes, it will

237). If vendors do not offer any value-added products and/or services, should they indicate 'N/A' in Section Nine, or omit it entirely?

Answer: Yes

238). Should all the forms and attachments be submitted separately or within the same response document?

Answer: Either way will be fine

239). Could the state please confirm if on Step 2 in the portal should vendors only add 1.00 or .001, or should vendors add the total of the price proposal for each category?

Answer: Total price

240). Could the State please clarify if firms can select one or more categories/positions to bid on from the following: administrative support, commercial/industrial workers, healthcare staffing services, or IT professional services?

Answer: Yes, please bid on any or all categories

241). Can a firm subcontract with various primes?

Answer: Cannot give this information at this time.

242). Could the State please confirm if preference is given to local firms situated in specific geographical areas? If so, could the State specify those locations?

Answer: No preference is given

243). Can a firm bid both as a prime contractor and as a subcontractor?

Answer: No

244). Could the State please clarify the geographic areas in which the awarded firm may be required to provide services?

Answer: Cannot give this information at this time.

245). Could the State please clarify what certifications and affiliations of the key individuals are to be added in item 1 of exhibit 2?

Answer: Cannot give this information at this time.

246). Could the State kindly specify who are anticipated customers the awarded firm will be working with?

Answer: Cannot give this information at this time.

247). Could the State please confirm if exhibit 2 should be attached to section 2 of the response?

Answer: Yes, Please attach to section 2

248). Could the State please clarify who is considered the "customer" in the solicitation (Attachment A)?

Answer: Cannot give this information at this time.

249). Could the State please clarify if vendors should add the responses to the exhibit 2 or address them on the pdf separately?

Answer: Either one will be fine

250). Could the State please clarify if firms are required to recruit the necessary staff or if they should provide in-house personnel for the positions?

Answer: Cannot give this information at this time.

251). Could the State please confirm what type of documentation vendors should list in Item 3 of Exhibit 2? Should this documentation be attached, and if so, where should it be included?

Answer: Cannot give this information at this time.

252). In exhibit 2 item 4. is stated ""Please provide documentation outlining the overall operations related to providing the services offered under this bid"" should vendors only provide a list or attach this documentation?

Answer: Cannot give this information at this time.

253). Could the State kindly confirm if the key requirement for this opportunity is completely for Non-IT positions?

Answer: Cannot give this information at this time.

254). Could the State please clarify what type of documentation should vendor attach under item 4 of exhibit 2 to fulfill this requirement?

Answer: Cannot give this information at this time.

255). Could the State please confirm if staffing IT positions will be required for this contract?

Answer: Cannot give this information at this time.

256). Could the State please clarify if the awarded firm is required to abide by any terms related to sensitive data mentioned on page 1 of the RFP?

Answer: Cannot give this information at this time.

257). Could the State kindly clarify which positions are prioritized or expected to be more in demand under this contract: Non-IT (administrative support), Commercial/Industrial workers, Healthcare staffing services, or IT professional services?

Answer: Cannot give this information at this time.

258). Could the State please confirm to which agencies and affiliates the awarded firms are required to provide temporary employment services?

Answer: Cannot give this information at this time.

Favorite Healthcare Staffing, LLC, is interested in responding to Solicitation EV00000607 and we have the following questions to propose:

259). Why is the contract out for bid? Is it required to be put out for bid?

Answer: Cannot give this information at this time.

260). Who are your current incumbent vendors for these services?

Answer: Cannot give this information at this time.

261) What are your current hourly bill rates by classification for this contract?

Answer: Cannot give this information at this time.

262) Considering there were no specific classifications listed in the 5 categories, are you able to list out the top 3-5 most used classification for each category, or could you provide a full list of all classifications that you have used over the past 3 years, particularly for categories C and D (Healthcare Staffing services, clinical and non-clinical) so that we can better prepare our pricing sheet proposal for OMES?

Answer: Not at this time

263) Would you be able to provide a specific listing of all facilities/locations that would fall under this contract for the State of Oklahoma?

Answer: Not at this time

264) Will we need to store or transport any goods? If yes, what needs to be transported and what goods are needed?

Answer: Cannot give this information at this time.

265) Will contract changes or exceptions impact our bid evaluation or possibility of being awarded?

Answer: No

266) We understand that the current pay terms are set at net-45 days. Would OMES consider net-30 day pay terms?

Answer: Cannot give this information at this time.

267) What is the estimated budget of this contract, and what was the previous spend over each of the past 3 years?

Answer: Cannot give this information at this time.

268) Our standard practice of providing our clients with background attestations complies with the instructions given in this solicitation, and we can provide those forms to OMES prior to placing our temporary staff. With that being stated, our HR team is curious to know if there are any other state-specific or required checks that will be needed when running our background checks? We want to be certain that we are synchronized with all the specifics for your standard background check policies.

Answer: Cannot give this information at this time.

269) Do you accept electronic signatures?

Answer: Yes.

270). Could the State please confirm if vendors should have the next certifications: HIPPA, FERPA, CJIS, IRS_PUB 1075?

Answer: Cannot give this information at this time.

271). Could the State please confirm where should vendors address section 2.3. Placement of attachment A?

Answer: You may submit a separate document

272). Are there scores for the evaluation criteria? If yes, could the State please disclose it?

Answer: Cannot give this information at this time.

273). Does the State accept remote resources to work on this engagement?

Answer: Cannot give this information at this time.

274). Does the State accept offshore resources to work on this engagement?

Answer: Cannot give this information at this time.

275). Does the State prefer on-site resources to execute this engagement?

Answer: No

276). Could the State please confirm the anticipated number of requirements per year?

Answer: Cannot give this information at this time.

277). Are all the evaluation criteria factors weighted the same when it comes to proposal evaluations?

Answer: Cannot give this information at this time.

278). What is the estimated budget for the contract?

Answer: Cannot give this information at this time.

279). Is the estimated budget meant for all the vendors collectively? If so, what is the allocated budget for each vendor?

Answer: Cannot give this information at this time.

280). If a vendor exhausts their assigned budget, can the purchase order (PO) be extended with additional funds?

Answer: Cannot give this information at this time.

281). Are the vendors allowed to subcontract at the Task Order Level?

Answer: Cannot give this information at this time.

282). Is there any incumbent to this solicitation? If yes, could the State please provide the information?

Answer: Cannot give this information at this time.

283). Could the State please clarify how many vendors will be awarded?

Answer: Cannot give this information at this time.

284). Could the State please clarify what the terms Level 1, Level 2, and Level 3 in Exhibit 3 refer to?

Answer: These are just tiers for the categories

285). Could the State kindly clarify what level of experience is required for each of the levels mentioned in Exhibit 3?

Answer: Cannot give this information at this time.

For the pricing template instructions, it mentions to submit a firm, fixed price for the term, including optional renewal terms, of the Contract.

286). Does OMES allow additional multipliers for Overtime and/or Holiday hours worked, and if so, how would you like us to show this in the provided excel Pricing Templet Exhibit 3 document?

Answer: Cannot give this information at this time.

287). Can you confirm location for these needs?

Answer: Cannot give this information at this time.

288). Will live resumes of candidates be required in the submission process.

Answer: Cannot give this information at this time.

289). Is participation in this bid mandatory for all categories listed, or can bidders select specific categories to provide services for?

Answer: No it is not. You may select specific categories

290). Is this solicitation a rebid of a previous contract?

Answer: This is a RFP for a current contract

291). Can we obtain historical spending information for similar positions or categories outlined in this RFP to help us provide accurate and competitive pricing?

Answer: Cannot give this information at this time.

292). What is the total spend or budget allocated for this solicitation, and is the figure intended for the entire contract term or an annual estimate?

Answer: Cannot give this information at this time.

293). The pricing sheet does not specify the exact positions required under each category. 7. Are there specific roles the County is looking for, or are we expected to propose positions aligned with the categories and levels (I, II, III) we are bidding on?

Answer: Please propose positions aligned with the categories

294). Regarding Exhibit 2 (Q&A Form), the answer boxes appear to be quite small for detailed responses. Should we complete the answers within the provided spaces, add them as a separate attachment, or integrate them into the proposal while referencing them in the exhibit?

Answer: You may submit a separate document

295). Could you elaborate on the evaluation criteria for proposals, specifically regarding the weight given to factors such as pricing, qualifications, past performance, and small business participation?

Answer: Cannot give this information at this time.

296). Will bidders have flexibility in pricing for different levels (I, II, III) within a single category, or should we use standardized benchmarks?

Answer: Cannot give this information at this time.

b. All other terms and conditions remain unchanged.

Supplier Company Name (PRINT)

Date

Authorized Representative Name (PRINT)

Title

Authorized Representative Signature



Amendment of Solicitation

Date of Issuance: 01/17/2025

Solicitation No. EV00000607 for SW0132

Requisition No. _____

Amendment No. 2

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: 02.06.2025 3:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

RETURN TO: Supplier Portal (oklahoma.gov)

Cini Zacharia

Contracting Officer

405-522-9078

Phone Number

Cini.zacharia@omes.ok.gov

E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice of this **Amendment #2** for the information about the **extension of the closing date of this RFP from 01/23/2025 at 1PM to 02/06/2025 at 3PM.**

The extended closing date will be 02/06/2025 at 3PM.

b. All other terms and conditions remain unchanged.

Supplier Company Name (PRINT)

Date

Authorized Representative Name (PRINT)

Title

Authorized Representative Signature

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Statewide Contract (Lancesoft Inc and State of Oklahoma by and through the Office of Management and Enterprise Services)	17928828-756a-4d4f-9c7d-06ae4d0c243c

Contracts signed by:

Prashant Arni		Signer ID:	6315f6d6-73f1-43d4-93b1-293e8a49cea1
		Email:	marketing@lancesoft.com
Date / Time:	Apr 17, 2025 at 8:49 AM EDT		
IP Address:	115.99.243.112		
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/135.0.0.0 Safari/537.36 Edg/135.0.0.0		

Amanda Otis		Signer ID:	d747481a-fcb2-413b-8ebc-c3db7b1eeaf1
		Email:	amanda.otis@omes.ok.gov
Date / Time:	Apr 17, 2025 at 9:11 AM EDT		
IP Address:	204.62.22.5		
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/135.0.0.0 Safari/537.36		