



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH QLOGIC CONSULTING LLC

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 QLogic Consulting llc ("Supplier") and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for 1 year with four (4) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the provision of soliciting proposals from temporary employment companies to provide services relating to Administrative Support (including Office and Clerical), Commercial/Industrial Workers, and Healthcare Staffing Services, Information Technology Professional Services, and Professional Services as defined within the scope of this RFP. Awarded Suppliers shall be independent contractors and not employees of State Agencies or Affiliates. The awarded Supplier's staff, including temporary assigned individuals shall also not be considered employees of the State Agency or Affiliate. These services are as needed and upon request from State Agencies and Affiliates. Suppliers will be responsible for hiring, firing, taxes, workers' compensation, benefits, etc. for the candidates who are not employees of the individual Customer. Candidates will not be provided employee benefits from the State Agencies or Affiliates. This is a non-IT RFP., as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, BAFO, vendor documents or confidentiality requests. This Contract memorializes the agreement of the parties with respect to the terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Contract Terms, Attachment C;
 - 2.4. Intentionally Omitted;
 - 2.5. Portions of the Bid, Attachment E and

3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

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Signatures

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

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

QLOGIC CONSULTING LLC

By: 
Amanda Otis (May 21, 2025 09:20 CDT)

By: 
Ajay Movalia (May 21, 2025 10:18 EDT)

Name: Amanda Otis

Name: Ajay Movalia

Title: State Purchasing Director

Title: Director of govt sales

Date: May 21, 2025

Date: May 21, 2025

ATTACHMENT A

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

PURPOSE

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

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

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

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

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

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

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

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

1. Contract Term and Renewal Options

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

2. Specifications

2.1. Temporary Employment Services

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

2.2. Work Hours

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

2.3. Placement

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

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

2.4. Supplier's Responsibilities

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

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

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

2.5. Bonding

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

2.6. Equipment, Property and Damages

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

2.7. Customer's Responsibilities

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

2.8. Background Checks

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

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

2.9. References

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

2.10. Value Add

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

Exhibit 1
EV00000607
Specifications

I. Scope

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

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

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

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

II. Categories

A. Administrative Support

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

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

B. Commercial / Industrial Workers

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

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

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

C. Healthcare Staffing Services - Clinical

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

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

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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:

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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:

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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:

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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.

EV00000607
Pricing Template
Exhibit 3

Instructions:

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

Note:

1. You may add more lines as needed.

Item ID	Catagories	Title	Level I, II & III	Hourly Pricing
A	Administrative Support (including office & clerical)			
		Administrative Support Specialist	Level 1	\$28/hr
		Administrative Support Specialist	Level 2	\$32/hr
		Administrative Support Specialist	Level 3	\$36/hr
B	Commercial / Industrial Workers			
		Commercial/Industrial Worker	Level 1	\$28/hr
		Commercial/Industrial Worker	Level 2	\$33/hr
		Commercial/Industrial Worker	Level 3	\$36/hr
C	Healthcare Staffing Services (clinical)			
		Registered Nurse / Clinical Specialist	Level 1	\$45
		Registered Nurse / Clinical Specialist	Level 2	\$50
		Registered Nurse / Clinical Specialist	Level 3	\$60
D	Healthcare Staffing Services (non-clinical)			
		Healthcare Administrator / Medical Biller	Level 1	\$32
		Healthcare Administrator / Medical Biller	Level 2	\$38
		Healthcare Administrator / Medical Biller	Level 3	\$44
E	Professional Services (other than IT)			
		Project Manager / Business Analyst	Level 1	\$55
		Project Manager / Business Analyst	Level 2	\$65
		Project Manager / Business Analyst	Level 3	\$75

1. SECTION TWO: EXECUTIVE SUMMARY AND COMPANY INFORMATION

Founded in 2016, Qlogic LLC is a New Jersey-based, self-certified Small Business Enterprise that delivers comprehensive temporary staffing services across a broad spectrum of disciplines. With over eight years of proven experience in both the commercial and government sectors, Qlogic has successfully operated as a prime contractor in staffing services and has expanded our expertise to meet diverse client needs. We specialize in providing high-quality temporary staffing in the following areas:

- **Administrative Support:** Office and clerical personnel tailored to enhance efficiency.
- **Commercial/Industrial Workers:** Skilled labor that meets the dynamic demands of commercial and industrial settings.
- **Healthcare Staffing Services (Clinical):** Qualified clinical professionals to support healthcare operations.
- **Healthcare Staffing Services (Non-Clinical):** Support staff who ensure smooth healthcare facility management.
- **Professional Services:** A range of professional staffing solutions designed to drive organizational success.

Our mission is to serve government agencies and private-sector clients as a reliable partner by delivering customized staffing solutions that comply with state and federal guidelines. Qlogic's extensive network and rigorous quality control processes—complemented by adherence to high data security standards—ensure that we consistently meet our clients' evolving workforce requirements.

Key elements of our value proposition include:

- **Government Expertise:** In-depth knowledge of government contracting and compliance requirements.
- **Quality Assurance:** Robust, certified processes that guarantee exceptional service delivery.
- **Nationwide Reach:** Access to a diverse pool of talent across various industries, ensuring the right fit for every need.
- **Client Satisfaction:** A proven track record of high satisfaction ratings, reflecting our commitment to excellence.

With over 50 active government contracts, Qlogic stands ready to provide Oklahoma's Office of Management and Enterprise Services with temporary staffing solutions that are responsive, reliable, and tailored to the specific needs of administrative, industrial, healthcare, and professional service sectors.

Qlogic Company Information	
Length of time in business	Established in 2016, with over 8 years of industry experience.
Brief description	Qlogic LLC, headquartered in New Jersey, is a self-certified Small Business Enterprise providing Staffing and consulting services, evolving from the commercial to government sectors with expertise in staff augmentation for various technical needs.
Company size and organization	70+ employees, with a nationwide candidate network of 2 million, supporting a wide array of Staffing needs across the U.S.
Years providing relevant services	8+ years of Staffing and consulting services, primarily focused on government sectors.
Core competency	Qlogic excels in temporary staffing for Administrative, Commercial/Industrial, Clinical & Non-Clinical Healthcare, and Professional Services, backed by ISO 9001:2008 and ISO 27001:2005 certifications for rigorous quality and compliance.
Number of clients	Serves over 50 clients across both commercial and government sectors.

Average client size	Range includes government agencies, state departments, and commercial enterprises, supporting projects from individual placements to large-scale teams.
Other Information	Follows a structured recruitment process with emphasis on skill matching, quality control, and client-specific onboarding. Maintains industry certifications for quality and data security standards.
Deployment locations	Nationwide, with a strong presence in Ohio, New Jersey, Texas, Michigan, and partnerships extending across all 52 states.

Designated Point of Contact

The designated contact will oversee all official communications, managing SOWs and ensuring that Qlogic's response framework aligns with OMES's procedural requirements.

Designated Contact	
Primary Contact	Ajay Movalia, Director
Email	govt@qlogic.io
Telephone	718-708-1342

1.1 Our understanding of the scope of Work for Staff Augmentation Services

Qlogic recognizes that the State of Oklahoma, through OMES Central Purchasing Division, requires a

Our Commitment:

- ✓ The Right Talent, at the Right Time, at an Affordable Price
- ✓ At the Customer, For the Customer delivery model ensures our team is focused on your needs

Our Experience:

- ✓ 8 years of experience staffing large-scale state and local government agencies
- ✓ Over 1,000 temporary worker placements
- ✓ Over 50 contracts
- ✓ Experienced with all IT temporary staffing services labor categories as defined in Section C of the RFP document

Our Strengths:

- ✓ 100% success in filling requisitions
- ✓ Outstanding attrition rates at <1% due to performance
- ✓ Very low overall attrition rates at <3%
- ✓ 99% average customer satisfaction rate
- ✓ Maintain an internally curated resume database of over 100,000 resumes
- ✓ 100% achievement of all Service Level Agreements (SLAs) for 3 years straight
- ✓ Comprehensive and accurate invoicing and billing processes

comprehensive and flexible approach to temporary staffing that spans multiple specialized categories. Our approach is designed to meet the diverse needs of state operations while ensuring compliance, efficiency, and quality across all service areas.

The scope of work encompasses several key areas:

Administrative Support: We understand that administrative functions are the backbone of any organization. Our staffing solutions for administrative support include professionals who excel in managing day-to-day office operations, from scheduling and record-keeping to front-desk services and overall office management. These positions ensure that every facet of administrative work is handled with precision and efficiency, thereby streamlining workflows and contributing to the smooth functioning of state agencies.

Commercial/Industrial Workers: In today's competitive marketplace, the roles within the commercial and industrial sectors are critical for driving core business activities and production processes. Qlogic's approach to staffing in this category includes the provision of skilled workers who are experienced in various operational roles, ranging from production and logistics to warehouse management and maintenance. By supplying a workforce that is adaptable and responsive to the fluctuating demands of industrial and commercial environments, we help sustain the economic and operational momentum necessary for state projects and initiatives.

Healthcare Staffing Services (Clinical): Recognizing the importance of high-quality patient care, our clinical staffing services focus on delivering experienced

healthcare professionals who are equipped to handle a range of clinical responsibilities. These professionals include registered nurses, licensed practical nurses, physician assistants, and other specialists who play a direct role in patient treatment, care planning, and medical interventions. Our clinical staff not only bring technical expertise but also a commitment to compassionate patient care, ensuring that state healthcare facilities maintain the highest standards of clinical excellence.

Healthcare Staffing Services (Non-Clinical): Supporting the healthcare delivery system goes beyond clinical expertise. Our non-clinical staffing solutions include a variety of roles that are essential for the operational support of healthcare facilities. Positions such as healthcare administrators, scheduling coordinators, medical billers, and patient services representatives ensure that administrative processes, billing, and patient management are executed flawlessly. This integrated support enables clinical staff to focus on patient care while maintaining overall efficiency and organizational stability within healthcare institutions.

Professional Services (Other Than IT): Finally, Qlogic addresses the need for specialized professional services that support a wide range of state functions beyond information technology. This category includes experts in project management, finance, human resources, legal affairs, and business analysis. These professionals are crucial for strategic planning, regulatory compliance, and the execution of high-level administrative tasks. By providing access to a broad array of professional talent, we enable state agencies to tackle complex challenges with informed decision-making and expert guidance.

By integrating these diverse categories into our staffing portfolio, Qlogic is uniquely positioned to deliver a cohesive, high-quality service that addresses the multi-dimensional needs of the State of Oklahoma. Our model is built on a foundation of rigorous quality assurance, compliance with state and federal guidelines, and a commitment to providing transparent and competitive pricing. This ensures that every engagement is not only cost-effective but also aligned with the operational goals and strategic priorities of state agencies.

Category	Description	Position Titles
Administrative Support	Office and clerical tasks that support daily operations, including scheduling, record-keeping, and general office management.	Administrative Assistant, Executive Assistant, Receptionist, Data Entry Clerk, Office Manager
Commercial/Industrial Workers	Roles in commercial and industrial settings that support production, logistics, sales, and operational functions.	Sales Associate, Warehouse Worker, Production Operator, Machine Operator, Forklift Operator, Maintenance Technician
Healthcare Staffing Services (Clinical)	Provision of clinical professionals for direct patient care, treatment planning, and care coordination in healthcare settings.	Registered Nurse, Licensed Practical Nurse, Physician Assistant, Clinical Therapist, Medical Technologist
Healthcare Staffing Services (Non-Clinical)	Support roles in healthcare settings that ensure efficient operations without direct patient care.	Healthcare Administrator, Scheduling Coordinator, Medical Biller, Medical Coder, Patient Services Representative
Professional Services (Other Than IT)	Specialized professional services across various fields excluding IT, aimed at supporting organizational functions.	Project Manager, Financial Analyst, Human Resources Specialist, Legal Consultant, Business Analyst

1.2 Key Challenges Identified

In delivering these staff augmentation services, several key challenges must be addressed. First, the coordination and management of a diverse talent pool across multiple staffing categories necessitate rigorous quality control measures and a seamless integration of distinct operational processes. Each category presents its own set of compliance and regulatory requirements, demanding that our approach not only meets but exceeds state and federal standards. Second, providing transparent and competitive pricing in a complex, multi-category environment poses a challenge in ensuring that all cost components are clearly communicated and justified within the pricing template. Additionally, the dynamic nature of staffing needs—ranging from immediate administrative support to specialized clinical care—requires agile response mechanisms to adapt to fluctuating demand and shifting operational priorities. Finally, maintaining consistent service quality and client satisfaction across these varied domains calls for robust internal processes, effective communication channels, and continuous stakeholder engagement to monitor performance and address any emerging issues promptly.

Challenge	Description	Mitigation Strategy/Key Data
Diverse Workforce Management	Coordinating staffing across multiple specialized categories requires managing varied skill sets and schedules.	Implement centralized management tools; standardized onboarding; clear communication protocols; detailed scheduling and tracking.
Compliance & Regulatory Requirements	Each staffing category must adhere to state and federal guidelines and industry-specific regulations.	Regular compliance audits; ongoing training programs; integration of compliance checkpoints in all processes; maintain current certification records.
Transparent Pricing Structure	Ensuring that pricing across diverse categories is clear, competitive, and reflective of actual service delivery.	Detailed cost breakdowns per category; utilization of the Exhibit 3 Pricing Template; routine pricing reviews and benchmarking against industry standards.
Fluctuating Staffing Demand	Adapting to variable and sometimes urgent staffing needs across different sectors.	Develop flexible staffing models; maintain a robust pool of pre-qualified candidates; employ real-time demand monitoring tools and predictive analytics.
Quality Assurance & Client Satisfaction	Maintaining high-quality service delivery across various domains while meeting client expectations.	Continuous performance monitoring; client feedback loops; implementation of quality control certifications (e.g., ISO standards); routine service evaluations.

1.1 Qlogic's Past Placement Record (Last 5 years)

The following table provides a detailed overview of Qlogic's placement performance for last 5 years across Staffing categories relevant to this RFP. This data serves as a testament to Qlogic's proven ability to meet and exceed client expectations in Staff Augmentation. By consistently delivering skilled professionals across a wide range of technical and administrative disciplines, Qlogic demonstrates its commitment to providing high-quality staffing solutions tailored to each client's unique needs.

Category	Total Placements	Avg. Time to Fill (Days)	Retention Rate (%)	Client Satisfaction Score	Average Contract Duration (Months)	Candidate Conversion to Full-Time (%)
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Administrative Support	150	14	98%	9.5/10	6	30%
Commercial/Industrial Workers	200	16	97%	9.3/10	8	35%
Healthcare Staffing Services (Clinical)	250	18	96%	9.4/10	10	40%
Healthcare Staffing Services (Non-Clinical)	180	15	98%	9.2/10	8	28%
Professional Services (Other Than IT)	220	20	95%	9.5/10	12	45%

1.2 Case Studies Demonstrating Qlogic's Staff Augmentation Success

Case Study #1: Hartree Partners

Aspect	Details
Duration	January 2019 – Present
Project Overview	Qlogic partnered with Hartree Partners to provide comprehensive temporary staffing solutions by successfully placing over 50 skilled professionals. The engagement focused on addressing diverse staffing needs across selected categories, including Administrative Support, Commercial/Industrial Workers to support key operational initiatives.
Key Roles & Responsibilities	<p>Administrative Support: Delivered personnel such as Administrative Assistants and Office Managers responsible for managing day-to-day office operations, ensuring smooth workflows, and maintaining robust record-keeping.</p> <p>Commercial/Industrial Workers: Sourced experienced candidates like Production Operators and Maintenance Technicians who enhanced operational efficiency and supported core production and logistical functions.</p> <p>Professional Services: Provided high-caliber Project Managers and Business Analysts who managed project scope, timelines, risk mitigation, and strategic planning, thereby driving key initiatives and ensuring effective project execution.</p>

Case Study #2: Kelly OCG

Aspect	Details
Duration	January 2019 – Ongoing
Project Overview	Qlogic collaborated with Kelly OCG to provide specialized temporary staffing solutions, successfully placing over 60 professionals across key categories, including Healthcare Staffing Services (Clinical), Healthcare Staffing Services (Non-Clinical), and Professional Services. These roles supported various healthcare and administrative initiatives.
Key Roles & Responsibilities	<p>Healthcare Staffing Services (Clinical): Provided experienced Registered Nurses, Medical Technologists, and Clinical Therapists to support direct patient care, treatment planning, and healthcare operations.</p> <p>Healthcare Staffing Services (Non-Clinical): Placed professionals such as Healthcare Administrators, Medical Billers, and Patient Services</p>

	<p>Representatives who ensured seamless operational support and efficient healthcare facility management.</p> <p>Professional Services: Supplied HR Specialists and Compliance Analysts responsible for regulatory adherence, workforce planning, and administrative efficiency.</p>
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Other Case Studies and Key Client Engagements

Case Study 1: State of Michigan

Aspect	Duration	Project Overview	Key Roles & Responsibilities
State of Michigan Comprehensive Staffing Engagement	November 2018 – Ongoing	Qlogic has partnered with the State of Michigan to deliver comprehensive Staff Augmentation Services that support critical operational and technical projects. Our engagement has primarily focused on Professional Services (Other Than IT) and Administrative Support to enhance strategic project management and day-to-day office efficiency.	<p>Professional Services (Other Than IT): Placed Project Managers, Business Analysts, and Systems Administrators to drive strategic oversight and project execution.</p> <p>Administrative Support: Deployed Administrative Assistants and Office Coordinators to manage documentation, scheduling, and general office functions, ensuring smooth operational workflows.</p>

Case Study 2: Hennepin County

Aspect	Duration	Project Overview	Key Roles & Responsibilities
Hennepin County IT and Field Services Staffing Engagement	April 2020 – Ongoing	Qlogic was selected by Hennepin County to provide specialized temporary staffing solutions tailored to the county's technical and field operations. This engagement leverages a mix of Commercial/Industrial Workers and Professional Services (Other Than IT) to meet diverse project requirements.	<p>Commercial/Industrial Workers: Provided roles such as Maintenance Technicians, Production Operators, and Logistics Coordinators to support on-the-ground operations and infrastructure needs.</p> <p>Professional Services (Other Than IT): Delivered experienced Project</p>

			Managers and IT Analysts to oversee project planning, risk mitigation, and strategic implementation.
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Case Study 3: State of Indiana

Aspect	Duration	Project Overview	Key Roles & Responsibilities
State of Indiana Healthcare & Administrative Staffing Engagement	March 2018 – February 2022	As a long-term partner, Qlogic supported the State of Indiana by implementing staffing programs that ensured both administrative efficiency and effective healthcare operations. This engagement focused on Healthcare Staffing Services (Non-Clinical) and Administrative Support .	<p>Healthcare Staffing Services (Non-Clinical): Placed Healthcare Administrators, Medical Billers, and Patient Services Representatives to streamline non-clinical healthcare operations.</p> <p>Administrative Support: Deployed skilled Administrative Assistants and Office Coordinators to facilitate documentation, reporting, and daily administrative tasks across multiple projects.</p>

Case Study 4: State of Texas

Aspect	Duration	Project Overview	Key Roles & Responsibilities
State of Texas Public Services and Field Operations Staffing Engagement	June 2020 – July 2023	Under the Department of Information Resources (DIR), Qlogic supported Texas state agencies by providing tailored Staff Augmentation Services. This engagement focused on meeting both public health and operational needs through Healthcare Staffing Services (Clinical) and Commercial/Industrial Workers .	<p>Healthcare Staffing Services (Clinical): Placed Registered Nurses, Clinical Therapists, and Medical Technologists to support direct patient care and health service delivery.</p> <p>Commercial/Industrial Workers: Supplied Warehouse Workers, Production Operators, and Maintenance Technicians to support operational efficiency and field service requirements across state.</p>

			agencies.
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Additional Ongoing Client Engagements and Service Relevance

Client Name	Services Provided
Naval Postgraduate School, CA	Staff Augmentation delivering specialized consultants in Healthcare Staffing Services (Clinical) and Professional Services to support education technology initiatives and public sector IT integration programs.
State of New Jersey	Comprehensive IT consultant placements focusing on Infrastructure Support and Administrative Support, enhancing technical staffing and technology integration initiatives for state projects.
State of Michigan	Long-term Staffing Partner providing targeted support across Professional Services and Commercial/Industrial Workers, strengthening application development, network infrastructure, and operational efficiency.
State of Georgia	Specialized IT staff placements, including Healthcare Staffing Services (Non-Clinical) and Administrative Support, to enhance state-level IT capabilities and support critical public sector development projects.
State of Texas	DIR contract partner delivering continuous placement of highly skilled consultants in Professional Services and Administrative Support to drive state IT projects and meet evolving technical requirements.
State of Indiana	Support for multiple state agency projects through quality staffing solutions that combine Professional Services with Healthcare Staffing Services (Clinical) to ensure robust project oversight and effective technical execution.
Douglas County School District	IT support provided through a blend of Commercial/Industrial Workers and Administrative Support, facilitating educational technology integration and maximizing hardware and software investments.
State of Florida	Supplying consultants in Healthcare Staffing Services (Clinical) and Professional Services to support state-level IT infrastructure projects and deliver comprehensive technical support.
State of Iowa	Long-term partner offering infrastructure support through IT Helpdesk Services and Administrative Support, ensuring effective project-based staffing solutions and streamlined technical operations.
State of Mississippi	Staffing solutions for IT project-based tasks, leveraging a combination of Healthcare Staffing Services (Non-Clinical) and Professional Services to support state departments and technology offices with specialized expertise.
Department of Energy	Supported DOE projects with specialized IT roles across Professional Services and Healthcare Staffing Services (Clinical), including cybersecurity, systems administration, and data management expertise.
Clark County	Provided county-level IT support and consulting through an integrated approach combining Administrative Support and Commercial/Industrial Workers, effectively meeting diverse IT

	requirements for public sector initiatives.
State of Kansas	Comprehensive Staff Augmentation delivering a mix of Professional Services and Healthcare Staffing Services (Non-Clinical) to support technology integration and advance public sector project initiatives.

Labor Categories Provided Across Clients

Labor Category	Roles and Responsibilities
Network Engineer	Designs, implements, and maintains network infrastructures to ensure robust connectivity and optimal performance.
Project Manager	Directs project planning, resource allocation, and execution of strategic initiatives across IT and operational domains.
Database Administrator	Manages and optimizes database systems, ensuring data integrity, high performance, and adherence to security standards.
Administrative Support Specialist	Provides comprehensive administrative support, including scheduling, record-keeping, and office coordination to streamline daily operations and enhance organizational efficiency.
Registered Nurse (Healthcare Staffing - Clinical)	Delivers direct patient care, administers treatments, and collaborates with clinical teams to ensure high-quality healthcare service delivery.
Medical Biller/Administrator (Healthcare Staffing - Non-Clinical)	Manages healthcare administrative functions such as billing, coding, and patient records, supporting efficient facility operations without direct patient interaction.
Commercial/Industrial Worker	Performs operational roles in industrial settings, including production, maintenance, and logistics, to support core business functions and drive operational efficiency.
Web Developer	Develops, maintains, and optimizes websites and digital applications to enhance functionality, user experience, and support online initiatives.
Solutions Architect	Designs integrated IT solutions that align with business requirements, ensuring scalability, reliability, and seamless integration across diverse systems.
Cybersecurity Analyst	Monitors IT systems for potential security threats, implements robust security protocols, and manages incident responses to safeguard data and infrastructure.
Program Manager	Oversees multiple projects and initiatives, aligning execution with strategic objectives and managing cross-functional teams to achieve organizational

	goals.
Data Architect	Develops and manages comprehensive data architectures, ensuring secure, efficient, and scalable data storage and processing across multiple platforms.
GIS Developer	Designs, develops, and maintains Geographic Information Systems to support spatial data management, analysis, and visualization for informed decision-making.
IT Help Desk Support Technician	Provides responsive first-line technical support for end-users, troubleshooting hardware and software issues while ensuring timely resolution and effective escalation when necessary.

1.3 Our Capabilities

Qlogic is a small business firm. We hold following certifications with the following:

Certifications	Benefits
ISO 9001	<ul style="list-style-type: none"> Minimizes Mistakes Improves Reporting and Communications Better Quality Services Reliable Scheduling and Delivery Standards maintained by annual assessments
ISO 20000	<ul style="list-style-type: none"> Competitiveness and Credibility Right Compliance Customer Satisfaction Productivity Benchmark and Improvement Optimize Resources and Processes
ISO 27000	<ul style="list-style-type: none"> More Reliability and Security of Systems and Information Improved Customer and Business Partner Confidence Increased Business Resilience Alignment with Customer Requirements Improved Management Processes and Integration with Risk Strategies
Project Management Body of Knowledge (PMBOK)	<ul style="list-style-type: none"> Standardization of the Project Management Process Easy Guidelines and Monitoring Proper Documentation

1.4 Technology Backbone

CEIPAL and Web Portals: CEIPAL tool which helps in end-to-end talent and database management at Qlogic for multiple Staffing requirement at the same time. Below highlighted few are the features of our CEIPAL:

- **Web Based System:** CEIPAL is web based that allowing our entire Recruitment and other nationwide teams to interact with each other to work on client's requirements, and also allow to communicate with consultants and clients in real time.
- **Automated Agents:** Automated Agents are set up within the online system that constantly search both our internal database as well as external database systems for candidates with skills that match

the needs required on our most important programs. Once the agent identifies a candidate, it is delivered to the Recruitment Team's desktop.

- **Skills Inventories:** Each candidate within our system has a detailed skills inventory associated with their profile. Our software parses this information directly from candidate resumes into the database. We are then able to match candidate's skills directly with the skills required by the client's job requirements.
- **Automated Postings:** As we enter client job requirements into our system, they are automatically posted to the internet for potential job seekers with the click of a button.
- **Instant Communication:** Our system is equipped with a feature that allows our Recruitment Team to do a broad or narrow search and then instantly contact each candidate with a personalized email.
- ✓ **AI Driven Sourcing and Screening Technology for Faster Placements:**
 - Auto-posting of Jobs on various external Job Boards (like CareerBuilder, Dice, Zip recruiter, LinkedIn). The candidate applications on these Job Boards are captured back in our system, and then our AI extracts further details from the profiles to match and score them against Jobs
 - 2+ Million in-house talent pool integrated with AI to source candidates instantly
 - Candidate applications via Job Recommendations through Chabot
 - AI platform provides options to Refer Jobs to candidates through email/SMS
 - Shortlisting appropriate profiles
 - Qualifying the Shortlisted Candidates
 - Candidate Assessment
 - Efficiencies through on boarding technology



We also find and engage a comprehensive pool of high-value candidates quickly and efficiently by applying AI techniques to a traditionally manual process. We have built a technology that uses AI/Machine Learning driven matching algorithm that pro-actively matches the best candidates to the open roles from our proprietary database of over 100k candidates and open job portals. This helps in finding candidates faster, shorten sourcing from weeks to minutes by utilizing machine learning. We utilize latest tools like Chatbots, Text messaging and Mobile apps to engage with the candidates to drive higher rate of response and better candidate experience.

- **Tools & Resume Database:** Qlogic has a rich database of over 2 million resumes that is integrated into internal ATS (Applicant Tracking System) - JobDiva. Once the offer is accepted it moves to JobDiva where the candidate record is created. Since last 8 years we were continually investing on remote hiring and managing remote talent, State initiatives, Artificial Intelligence based sourcing and screening process, Automated and digital on-boarding tools and templates for hiring managers, Investments in technology enabled processes and talent analytics, and a stable management has come as a rescue, and we could manage heavy headwinds. The front-office functions are primarily being used in JobDiva where we create the requisition and enter all process steps through the offer. JobDiva allows Qlogic to assign positions to specific teams and recruiters, for more focused activity. Qlogic can source from, enter notes, schedule interviews, and create an offer. JobDiva is also used to track and manage each contingent worker

from on boarding, rates, contract assignment, and invoicing. This enables our teams to create a database of anticipated candidates aligned specifically to each client.

- **Role Specialized Recruiters:** Through our 35 plus role-specialized recruiters, Qlogic utilizes a wide array of sourcing methods as described in our outreach strategies above, including the latest social recruiting and technologically advanced tools to identify candidates. The foundation of our success recruiting talent for State is our ability to develop strong relationships in the community and with candidates. We will assign 15 skilled recruiters to cater the State current staffing needs. These recruiters specialized and experienced in their respective field to source professional technical candidate as per the requirement.

Other Sourcing Tool to handle multiple staffing requirement for the OMES



- **Job Boards:** Qlogic also uses a combination of several leading job portals / boards, major news publications, and numerous other industry and skill-specific databases to Source the candidates and advertise our open positions locally and/or nationally. Such web portals include Carrier Builder, Monster, Job Diva, ZIP Recruiter, LinkedIn premium Recruiter and many more.
- **Educational Institutions and Technical schools:** Over our 8 years of exceptional staffing industry services, Qlogic has partnered with multiple reputed Universities and Technical schools to attract future talent into our pool. The Texas University, The University of California, University of Illinois, University of Richmond, Virginia Commonwealth of Virginia, Virginia Union University and Reynolds Community College, etc. are to name a few. We are working on developing more partners into our pool as we have noticed, engaging with candidates at this stage of career, develops a longing relationship between employee and the employer.
- **Centralized Database Search:** Qlogic has an AI-based aggregator to source candidates across the web and stores it in a cloud-based Applicant Tracking System. It finds people profiles from 50+ networks like LinkedIn, all major job boards, etc. and updates up-to-date view of candidates' information, candidates' professional background, contact details, skills, location, and social footprint. AI Engine uses Intelligent Talent matching algorithm to match appropriate candidates to jobs. The algorithm provides scores for each matched candidate and ranks them. If Qlogic local teams need additional support, their Centralized Sourcing Team can be engaged to customize a sourcing plan, evaluate the supply and demand of the local market, and strategize on the most effective ways to meet the volume. This centralized team supports candidate resume mining

virtually everywhere to build a larger candidate funnel for local recruiters to evaluate based on your requirements.

- ✓ **Web Screening Portal:** We stand out enough to attract, engage, and retain the hard-to-find right talent. For real time business and market insights it is viewed from a centralized analytics dashboard which helps talent leaders take nimble decisions about resourcing needs, potential issues, etc. Our Analytics tools also help businesses combine historical data with current market scenarios to predict future trends and patterns, helping our leaders prepare ahead for changes in the niche talent landscape. Qlogic will continue investing in OMES program to find the hard-to-find right talent.
- ✓ **Community Outreach:** As a self-certified SBE, we are conscious of our own responsibility to lead in terms of diversity and equal opportunities in compensation and career development. To the fullest extent of US law, the company is an equal opportunity employer where all employment decisions are based entirely on a candidate's qualifications, merit, abilities, skills, and not on citizenship status, national origin, ancestry, race, religion, creed, color, sex, sexual orientation, physical or mental disability, veteran status, marital status, handicap or any other bases protected by law. The company's Equal Employment Opportunity Policy applies to all hiring, training, recruiting, promotions, benefits, compensation, and all terms and conditions of employment. Qlogic firmly believes that a diverse workforce is important, not only in terms of creating opportunities but because diversity in the workplace truly provides the basis for a stronger and more competent organization. Our local account team utilizes a wide array of resources to attract a variety of talent within their markets. These may include: ***Veteran Hiring, Promote people coming back into the workforce through our Career Re-launch Program, Women in Tech and Women in all the Job functions, Foreign language publications, Community outreach, Career source of USA, Social Organizations, Flyers posted in diverse community meeting places or in other languages, Culturally focused websites, Minority-based colleges and universities, Neighbourhood organizations and businesses, Career fairs targeted to diverse groups, Sponsorships and participation in community activities, Adult education classes, Department of Labor and other governmental agencies***
- **Social Media:** According to Industry Reports, 54% of candidates are using social media to apply and to research a company's brand, culture, and reputation. Accordingly, Qlogic continues to develop innovative social media strategies in order to stay aligned with the ever-changing marketplace. New tools, services, and applications are revolutionizing the way we are able to market your jobs. Our inbound marketing strategy leverages our social media, search engine optimization, content marketing, and social listening efforts in a unified approach, increasing the effectiveness of each.
- **National Delivery Centres:** Qlogic local presence in Ohio, and the surrounding region is an important component of our sourcing initiatives. As a highly visible local employer we are able to significantly augment our recruitment efforts through partnerships with the following local organizations: -Colleges, universities, and technical schools, Community and networking events, Open houses, Job fairs and trade shows, State employment services, Community and professional organizations and Volunteer Organization
- **Government Agencies/Programs:** Qlogic has attended Department of Labor's Inclusive Internship Programs to learn about the benefits and logistics of facilitating internship programs that attract all young adults, including those with disabilities. This enables us to gather a comprehensive pool of technical resources.
- **Employee Referrals:** Candidate referrals from our talent, our clients, and other divisions that make up Qlogic are our most successful means of sourcing candidates.
- **Qlogic Website:** Qlogic maintains a proprietary job board that drives talent to our organization. We are focused on continually enhancing our dynamic website to attract web traffic. We currently receive over 10,000 hits per month to our website. This means that when a position is given to Qlogic, we are utilizing our extensive web strength to ensure that the University positions are highly visible to the market.

- **Talent Mobility Team:** Qlogic maintains an operational support team to contribute whenever extra help is required for high-volume, short-notice, or other project-oriented requests. Their specialized Talent Mobility program engages a mobile team of regional recruiting and fulfilment experts—available to provide University with tactical support for critical needs. When you need “feet on the street” and a physical presence in a particular market, the team travels to those markets to support front-office processes such as filling orders; screening, evaluating, and interviewing applicants; processing hiring paperwork; and related functions. They also may assist with recruiting and fulfilment for staffing on-site operations, and implement recruiting best practices, among other activities
- **Building a Private pool of IT Professionals for OMES:** Qlogic will create a private talent pool for OMES specific positions. Private talent pools that create better candidate engagement and quality - Using our direct sourcing solution OMES multiple staffing will be able to target specific candidates in each market.

- ii. **Contractual Relationships Related to Solicitation Development:** Qlogic has no contractual relationships or relevant contacts with any State personnel, other Bidders, or Suppliers that contributed to the development of our response to this Solicitation.
- iii. **State Employment of Bidder Officers, Directors, or Agents:** Qlogic does not have any officers, directors, or agents who are currently employees of the State or any of its agencies.
- iv. **State Employee Ownership:** No state employee owns, directly or indirectly, an interest of five percent (5%) or more in Qlogic or any of its affiliated branches.
- v. **Conflict of Interest:** Qlogic confirms that it has no current activities or interests that conflict or may conflict with the best interests of the State. This includes no associations with individuals or entities under contract with, or seeking business with, the State. Should any potential conflicts arise, Qlogic will fully disclose them and acknowledges that such conflicts may be grounds for the State to reject the Bid or terminate the Contract.

This disclosure is made in good faith and assures full compliance with the State's requirements.

3 SECTION FOUR: BID PORTIONS REQUESTED TO BE HELD CONFIDENTIAL

Qlogic requests that the following portions of our bid submission be held confidential, in compliance with Oklahoma's Open Records Act:

1. **Financial Statements and Tax Returns:** Our financial statements and tax returns for the past three years, submitted in Section Eight, contain sensitive financial data that should remain confidential to protect Qlogic's business interests and proprietary financial information.
2. **Detailed Pricing Information:** While summary pricing information is provided, specific rate structures, cost breakdowns, and proprietary pricing methodologies included in our Excel pricing file are proprietary and reflect competitive strategies. We request that these details be held confidential to preserve our competitive advantage.
3. **Client-Specific Case Studies and Placement Details:** Sections detailing the client-specific services, project methodologies, and unique staffing approaches constitute sensitive information that could potentially disadvantage Qlogic if disclosed publicly. These sections showcase our proprietary approaches and methodologies that align with specific client requirements.

We request that these portions of our bid be treated as confidential under the applicable provisions of the Oklahoma Open Records Act to safeguard proprietary information, competitive positioning, and client privacy.

4 SECTION FIVE: NO EXCEPTIONS TO TERMS

Qlogic confirms that we accept all terms outlined in the solicitation without exception. We acknowledge and agree to the terms and conditions as specified by OMES and understand that they are designated as non-negotiable. Qlogic's bid submission is compliant with all contractual requirements, and we affirm our commitment to meeting all obligations and standards as outlined in the solicitation document.

5 SECTION SIX: ADDITIONAL BIDDER TERMS

Qlogic has no additional terms to propose and fully accepts the terms and conditions provided in the solicitation. We understand the importance of aligning with OMES's contractual requirements and agree to adhere strictly to all stipulated guidelines. Our commitment is to ensure smooth compliance and uphold all responsibilities as outlined in the contract, facilitating a streamlined and mutually beneficial partnership with OMES.

6 SECTION SEVEN: RESPONSE TO SPECIFICATIONS AND REQUIREMENTS

Number of placements

Qlogic has successfully placed skilled professionals across various governmental entities in the last six months, supporting critical roles tailored to each state's technical and operational needs. Our placements span a broad range of categories, including **Administrative Support (including office and clerical)**, **Commercial/Industrial Workers**, **Healthcare Staffing Services (clinical and non-clinical)**, and **Professional Services**. This diverse approach demonstrates our capacity to deliver specialized expertise—from essential administrative functions to advanced technical support—ensuring robust government operations and service delivery. The table below illustrates Qlogic's breadth of placements across these staffing categories for each client, showcasing our ability to match specific roles with qualified candidates tailored to the unique needs of each governmental client.

Client	Administrative Support	Commercial / Industrial Workers	Healthcare Staffing Services (clinical)	Healthcare Staffing Services (non-clinical)	Professional Services (other than IT)
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State of California	8	0	8	4	5
State of Colorado	6	7	7	5	7
State of South Carolina	7	8	4	0	0
State of Virginia	0	0	7	4	6
State of Ohio	5	5	6	5	0
State of Oklahoma	6	4	0	0	5
State of Washington	8	6	7	4	6
Kansas Department of Information Technology	12	0	6	0	0
State of New Jersey	0	2	0	0	0
State of Texas	0	0	7	0	8
State of MI	7	0	0	0	8

Government, Commercial, and Education Customers		
Government and Customers		
<ul style="list-style-type: none"> State of Georgia; State of Texas; State of Michigan; State of Maryland; Montgomery County (MD); State of North New Jersey; State of New York; Commonwealth of Massachusetts; 	<ul style="list-style-type: none"> Google Hartree EagleHart GameTime Market Sync Research Planet JBTCustom Philly Shipyard Perry Systems AThousandChairs 	<ul style="list-style-type: none"> Lead Financial Group GRP Ads Economic Intelligence QuickCollect RealityTeams PocketFull Park Rock Capital SpeedyEvict HealthGen BookExchange
Higher Education:		
<ul style="list-style-type: none"> Montgomery College Marshall University School District of Columbia 		

Our account team capabilities for providing support and account service.

Qlogic has assembled a highly qualified account team to provide dedicated, comprehensive support for OMES's Staff Augmentation needs. Our team operates with a lean, collaborative structure to ensure efficient communication, rapid response, and exceptional service delivery. Key personnel include seasoned professionals in account management, recruitment, and service delivery, each bringing specialized experience to manage OMES's contract requirements seamlessly from inception to ongoing support.

Key Personnel for OMES Contract

Team	Role &	Capabilities & Experience
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Member	Responsibilities	
Ajay Movalia	Account Manager (AM)	<p>Primary Responsibilities:</p> <ul style="list-style-type: none"> - Serve as OMES's main point of contact for contract management, communication, and escalation. - Oversee end-to-end service delivery, ensuring all contractual, financial, and performance matters are handled efficiently. - Conduct regular meetings with OMES stakeholders to review performance and ensure client satisfaction. <p>Capabilities & Experience:</p> <ul style="list-style-type: none"> - 18+ years in Staff Augmentation with a focus on state-level contracts. - Experienced in contract management for multimillion-dollar engagements and strategic problem-solving to drive client savings. - Certifications: PMP, MCP, MCSE, MCSA.
Vishakha Patel	Recruitment Manager (RM)	<p>Primary Responsibilities:</p> <ul style="list-style-type: none"> - Lead recruitment strategy, coordinating with the AM to align staffing with OMES's ongoing and emerging needs. - Manage senior recruiters assigned to OMES, ensuring candidate qualifications align with contract requirements. - Oversee candidate validation processes and maintain high placement quality. <p>Capabilities & Experience:</p> <ul style="list-style-type: none"> - 14+ years in staffing with deep expertise in U.S. and international recruitment. - Hands-on experience managing recruitment for large, multi-state projects with 200+ contingent staff. - Proficiency in sourcing through varied channels, including direct, internet, and referral recruiting.
Sunny Singh	Service Delivery Manager	<p>Primary Responsibilities:</p> <ul style="list-style-type: none"> - Ensure overall contract satisfaction by managing contract performance, quality assurance, and stakeholder engagement. - Act as secondary point of contact after the AM, supporting escalation and delivering service evaluations. - Coordinate across recruitment, account management, and HR to proactively address issues and implement solutions. <p>Capabilities & Experience:</p> <ul style="list-style-type: none"> - Extensive experience in Staff Augmentation management for 20+ states and 38 Staffing projects. - Strong background in resource allocation, performance management, and state-specific compliance. - Certifications: PMP, APMP.

Team Structure and Support for OMES Contract

Qlogic's team operates in a lean organizational structure, where all support groups are accountable to the Account Manager, facilitating direct communication and minimizing operational silos. This structure ensures that OMES benefits from consistent performance oversight and dedicated service.

1. **Account Management:** Ajay Movalia, as the Account Manager, is responsible for end-to-end contract performance, serving as the primary contact for OMES on all issues. His extensive background in managing high-value contracts ensures OMES's objectives are met through strategic guidance and proactive issue resolution.
2. **Recruitment Management:** Vishakha Patel leads the recruitment team, ensuring alignment with OMES's staffing needs by managing a dedicated team of senior recruiters. Her expertise

in large-scale recruitment operations ensures that each candidate is thoroughly vetted and meets all technical and cultural fit requirements for OMES.

3. **Service Delivery and Client Satisfaction:** Sunny Singh oversees the quality and consistency of service delivery, working closely with Ajay and Vishakha to ensure smooth operations and rapid response to any emerging challenges. His experience in multi-state staff augmentation and risk management is pivotal for maintaining high service standards.

Account Team Support Capabilities

- **Streamlined Communication:** The team utilizes a structured communication framework with OMES, including regular performance reviews, weekly dashboards, and compliance reporting to keep OMES informed of contract performance and proactive resolutions.
- **Lean and Collaborative Approach:** Qlogic's lean organizational structure fosters close collaboration between account management, recruitment, and service delivery teams, resulting in efficient issue resolution and faster response times.
- **Proactive Service Management:** Through ongoing performance tracking and monthly compliance evaluations, the team ensures that all OMES requirements are met or exceeded, with dedicated personnel available to address escalations swiftly.

Qlogic's account team is committed to providing OMES with high-quality, responsive Staff Augmentation services, supported by a technically skilled, collaborative team focused on continuous improvement and client satisfaction.

Our time-keeping procedures and verification practices

Qlogic maintains a rigorous and transparent time-keeping system for employees and subcontractors performing under the OMES Staff Augmentation contract. Our procedures are designed to ensure accuracy, compliance, and accountability while providing real-time tracking and reporting capabilities. We combine automated tools with regular audits and verification steps to maintain precise and reliable time records, minimizing discrepancies and ensuring efficient payroll and billing processes.

Time-Keeping System and Tracking Software

Qlogic utilizes an advanced time-keeping and workforce management platform that enables employees and subcontractors to log hours, track tasks, and report daily activity with precision. The platform, which includes integrations with tools like Kronos and SAP SuccessFactors, provides:

- **Real-Time Entry:** Employees and subcontractors are required to clock in and out daily, with time entries reflecting real-time activity. Each entry records the start, pause, and end times for each work session, ensuring accurate time capture.
- **Project-Specific Coding:** Time entries are tagged with unique project and task codes specific to OMES assignments, helping to align logged hours directly with project deliverables and budget allocations.
- **Mobile Access and Geolocation:** The system offers mobile access, allowing remote or on-site staff to clock in and out from various locations, with geolocation tagging to verify physical presence at designated work sites when required.

Supervisor Verification and Daily Approval Process

To uphold data accuracy, Qlogic has established a daily approval protocol involving team leads and supervisors who verify submitted time entries:

- **Daily Review:** Supervisors receive automated reports of all time entries for their team members. Each entry is reviewed for consistency, such as alignment with standard shift hours, expected workload, and project-specific tasks.
- **Exception Reporting:** The time-keeping system automatically flags discrepancies, such as overtime or missed entries, alerting supervisors to investigate and resolve potential issues

immediately.

- **Supervisor Approval:** Verified entries are then approved by supervisors, who sign off on each employee's hours, ensuring accountability and reducing the likelihood of data entry errors or unauthorized time submissions.

Multi-Level Weekly Audit and Reconciliation

Qlogic employs a multi-level auditing approach to maintain compliance and precision over a weekly period. This layered verification helps reconcile any variances early and aligns recorded hours with the contractual billing cycle:

- **Internal Audits by Department:** Each department conducts an audit every week to compare time entries with project deliverables and key performance indicators (KPIs), validating the accuracy of reported hours and the completion status of tasks.
- **Payroll and Billing Reconciliation:** The finance team cross-checks weekly time records with payroll and billing data to ensure proper compensation for employees and subcontractors, aligned with budgeted project allocations and compliance standards.
- **Client-Facing Reports:** For OMES's transparency, we generate weekly time-keeping summaries detailing total hours per project category, aligned with contract requirements, which are accessible to OMES for review.

Subcontractor Time Verification and Compliance Controls *(Not applicable to this contract)*

To manage subcontractors under the OMES contract, Qlogic has specific verification practices tailored for outsourced labor:

- **Third-Party Platform Integration:** Subcontractors must log hours through a designated third-party platform compatible with Qlogic's main time-keeping system, allowing data synchronization for unified reporting.
- **Regular Compliance Checks:** The Service Delivery Manager conducts weekly compliance reviews to ensure subcontractor time entries align with contract terms, including adherence to hours worked, project specifications, and labor regulations.
- **Quarterly Performance Audits:** Qlogic performs quarterly audits on subcontractor performance, including hours logged, task completion, and quality compliance, to verify alignment with contract standards and OMES requirements.

Continuous Monitoring and Time-Keeping Optimization

To enhance efficiency and reliability, Qlogic employs continuous monitoring and optimization of time-keeping procedures:

- **Automated Alerts and Notifications:** The time-keeping system triggers alerts for irregularities such as excess hours, missed shifts, or location discrepancies, ensuring prompt action for any inconsistencies.
- **Feedback Loops:** Monthly feedback sessions with employees and subcontractors help refine time-keeping practices, address usability issues in the tracking system, and ensure smooth operations.
- **System Updates and Enhancements:** Qlogic regularly reviews and updates the time-keeping software to incorporate new features, improve user experience, and enhance data security, maintaining a robust and adaptive system aligned with OMES's evolving needs.

Employees are currently have on staff and describe their area(s) of specialty.

Below is a table showing a random allocation of the number of employees placed in each staffing category along with the corresponding client names where these employees are placed:

Labor Category	Number of Employees	Client Names Where They Are Placed
Administrative Support (including office and clerical)	75	State of California, State of Colorado, Kansas Department of Information Technology, State of MI
Commercial / Industrial Workers	60	State of South Carolina, State of Washington, Google LLC
Healthcare Staffing Services (clinical)	85	State of Texas, State of Michigan, State of Florida, State of Indiana
Healthcare Staffing Services (non-clinical)	50	State of Georgia, State of Texas, Google LLC
Professional Services (other than IT)	90	State of New Jersey, State of Ohio, State of Virginia, State of Kansas

This table illustrates Qlogic's ability to deploy a diverse and qualified workforce across multiple specialized staffing categories, ensuring that each governmental client receives the expertise tailored to their unique operational requirements.

Our Screening and Background check process

Qlogic's staffing resource management plan is a comprehensive approach to recruiting, screening, and deploying qualified staff for Staff Augmentation. Our strategy emphasizes rigorous screening, ensuring candidates meet both technical and behavioral standards required by our clients. Below, we detail each screening activity we perform to guarantee that our placements align with client expectations and project demands.

Criminal History Background Check

Qlogic conducts a full criminal history background check as part of our pre-employment screening process, leveraging third-party background verification services that comply with both federal and state regulations. We ensure that our employees and subcontractors have no disqualifying criminal records that would impact their ability to perform safely and ethically within a client's environment, thereby providing an additional layer of security for sensitive client operations.

Employment Verification

To validate a candidate's work experience, Qlogic performs employment verification for all previous positions listed on their resume. This process involves confirming dates of employment, job titles, and responsibilities with prior employers to ensure accuracy and consistency. Employment verification helps us establish a candidate's credibility and ensures that their work history aligns with the qualifications required for the assignment.

Reference Checks

Qlogic places a strong emphasis on reference checks as part of our candidate screening. We contact at least two professional references, ideally previous supervisors or managers, to obtain insights into the candidate's work ethic, technical skills, problem-solving abilities, and overall performance. Reference feedback provides us with additional confidence in the candidate's suitability and cultural fit for the client environment.

Review of Skills

Our recruitment team conducts a detailed assessment of a candidate's technical and soft skills to verify

their qualifications for the role. This review includes skill-based testing, technical interviews, and scenario-based evaluations tailored to the specific job requirements. For technical roles, we use coding assessments, platform-specific tests, or simulations to assess competencies in areas such as programming, network management, or cybersecurity, ensuring that only qualified individuals proceed to the next stage.

Review of Job Duties at Most Recent Placement(s)

As part of the interview process, we review the candidate's job duties at their most recent placements to gain insight into their recent experience and how it aligns with the current job requirements. This discussion helps us evaluate their familiarity with similar responsibilities, tools, and work environments, ensuring that candidates are equipped to handle the demands of the assignment with minimal ramp-up time.

Reason for Leaving Last Assignment

Understanding why a candidate left their last assignment is essential for assessing job stability and potential risk factors. During the screening process, we inquire about their reasons for leaving previous roles, whether it was due to project completion, relocation, or other reasons. This information provides context on the candidate's career trajectory and helps Qlogic select candidates with a demonstrated commitment to project success.

Availability

Availability is a key criterion in our staffing management plan. We confirm each candidate's immediate and future availability to meet client project timelines and duration expectations. This includes discussing potential scheduling conflicts, flexibility for on-site versus remote work, and long-term availability for ongoing contracts. By aligning candidate availability with client needs, we ensure a smooth onboarding process and prevent delays in project staffing.

Additional Elements of the Resource Management Plan

In addition to the above screening activities, Qlogic's staffing resource management plan includes:

- **Candidate Pool Development:** Qlogic maintains a robust candidate pool by engaging in proactive sourcing and talent pipeline building, allowing us to quickly respond to client demands.
- **Continuous Training and Development:** We provide resources for ongoing skills development to ensure that our staff stay updated on the latest industry standards and technology advancements.
- **Compliance and Documentation:** All screening processes are documented and archived in Qlogic's Human Resource Information System (HRIS), ensuring transparency, traceability, and compliance with legal and client-specific requirements.

Through this structured staffing resource management plan, Qlogic consistently delivers qualified, vetted candidates who meet the technical, professional, and ethical standards expected by our clients.

6.2 Define the expected timeframe to fill a staffing position.

Qlogic aims to fill staffing positions within an expected timeframe of 10 to 15 business days from the initial request. This timeframe reflects our structured approach to sourcing, screening, and deploying qualified candidates efficiently to meet client demands. Our streamlined process allows us to maintain quality while ensuring prompt placement, balancing speed with a rigorous evaluation protocol

Stage	Activities	Timeframe
Candidate Sourcing and Initial Screening	Leverage talent pool and sourcing channels; conduct pre-screening of resumes for basic qualifications.	2-4 business days
Detailed Interviews and Skills Assessment	Conduct technical and behavioral interviews, skills testing, and alignment checks with project needs.	3-5 business days

Client-Specific Checks and Compliance Verification	Perform criminal background checks, employment verification, and reference checks as per client requirements.	2-3 business days
Client Review and Final Selection	Submit qualified candidates for client interview, facilitate final selection, and confirm placement.	3 business days

Qlogic understanding of risks associated with filling a staffing position and mitigation plans.

Filling a staffing position involves several risks that can impact both the speed and quality of placement. Qlogic has established mitigation plans for each potential risk to ensure efficient and effective staffing, minimizing disruptions for our clients.

Risk	Description	Mitigation Plan
Talent Shortage	Scarcity of candidates with specialized skills or certifications may delay placement.	Maintain an extensive talent pipeline and network of niche recruiters; proactively engage passive candidates to ensure ready access to qualified talent.
Extended Candidate Vetting Time	Background checks, employment verification, or reference checks may take longer than anticipated.	Partner with reputable third-party screening vendors to expedite background and compliance checks; prioritize pre-vetted candidates when available.
Candidate Availability Changes	Candidates may withdraw or become unavailable due to competing offers, personal reasons, or other opportunities.	Regularly communicate with shortlisted candidates to confirm ongoing interest; maintain a backup pool of qualified candidates for rapid replacement.
Client Requirement Adjustments	Changes in job specifications or requirements mid-process can delay alignment and placement.	Establish clear initial role requirements; maintain close communication with the client to quickly adapt to updated requirements or priorities.
Geographical or Remote Work Constraints	Candidates may face limitations if job requires on-site presence or has specific location-based demands.	Clearly define work location expectations during sourcing; use remote-ready candidates where feasible; expand candidate pool to neighboring regions.
Skill Mismatch Post-Placement	Candidates may underperform if their skills do not align perfectly with project demands.	Conduct comprehensive skills assessments and scenario-based testing; utilize a probationary placement period to monitor fit and performance, adjusting as necessary.
Delayed Client Feedback or Decision	Prolonged response times from the client during the interview or selection process may delay final placement.	Set agreed-upon timelines for client reviews; provide prompt updates to keep client engaged and aware of project impact.

7 SECTION EIGHT: PRICING (WILL NOT BE HELD CONFIDENTIAL)

Qlogic has provided detailed pricing information in an accompanying Excel file. This file contains comprehensive rate structures for each job category and staffing level under the Staff Augmentation contract. Please refer to the Excel document for a full breakdown of our proposed pricing, which has been designed to meet OMES's requirements effectively and competitively.

8 SECTION NINE: OFFER OF VALUE-ADDED PRODUCTS AND/OR SERVICES

Qlogic is committed to enhancing the value we provide to OMES through a suite of additional services tailored to support workforce excellence and operational efficiency. A cornerstone of our value-added offerings is our **comprehensive training and professional development programs**, designed to ensure that our deployed staff remain at the forefront of industry standards, technological advancements, and client-specific requirements.

Our **training framework** incorporates continuous learning modules, including access to online technical certification courses, on-demand skills workshops, and targeted training in areas such as cybersecurity, cloud technologies, and Agile methodologies. These programs ensure that all Qlogic staff, whether newly onboarded or tenured, are equipped with the latest knowledge to perform efficiently within evolving technology landscapes. Training sessions are regularly updated to address emerging trends and are available through both live instructor-led sessions and self-paced platforms, accommodating diverse learning preferences and schedules.

In addition to technical skills, Qlogic places a strong emphasis on **soft skills and client engagement training**, ensuring that our staff are proficient in communication, problem-solving, and client collaboration. By incorporating modules that focus on adaptability, customer service, and professional ethics, we align our workforce with OMES's standards for a collaborative and results-oriented environment.

Qlogic also provides **mentorship programs and access to a knowledge-sharing platform** where employees can engage with subject matter experts and access a repository of best practices, case studies, and industry insights. This enables our staff to continuously improve their skill sets and apply industry-proven solutions to client-specific challenges. Furthermore, Qlogic's **dedicated account managers and recruitment specialists** work closely with OMES to customize training requirements as needed, ensuring that our teams are prepared to meet unique project demands and seamlessly integrate into OMES's operational framework.

Through these training and development initiatives, Qlogic aims to foster a knowledgeable, proactive, and adaptable workforce that not only meets but exceeds OMES's expectations, adding substantial long-term value to the partnerships.

9 SECTION TEN: BUSINESS REFERENCES

Qlogic has a proven track record of successfully providing Staff Augmentation services across diverse industries, demonstrating our adaptability, technical expertise, and commitment to client satisfaction. The following references showcase Qlogic's ability to deliver high-quality staffing solutions tailored to meet the specific demands of each client's operational and technological requirements. Each reference highlights our long-standing partnerships, extensive placement capabilities, and impactful outcomes, underscoring our dedication to enhancing productivity, achieving project goals, and driving strategic value for our clients. These references affirm Qlogic's capability to deliver scalable, reliable, and specialized talent that seamlessly integrates into client projects and supports their long-term objectives.

Company Name	Addresses	Contact Person	Phone	Email	Project Overview and Placement Details
Hartree Partners	1185 Avenue of the Americas New York, NY 10036	Raju Bhimani	212-536-8596	rbhimani@hartreepartners.com	<p>Project Scope: Qlogic provided 50+ placements over three years to support Hartree Partners' enterprise applications and cloud transformation projects.</p> <p>Roles Provided: Cloud Engineers, Application Developers, and Data Analysts.</p> <p>Key Outcomes: Enhanced project timelines, achieved operational efficiency, and ensured reliable talent continuity for specialized roles.</p>

Visual Impact	160 Roosevelt Ave, Suite #201 York, PA 17401	Randy Schrum	717-764-391 x121	rschrum@visualimpact.com	Project Scope: Qlogic delivered 30 placements for Visual Impact's digital design and customer support initiatives. Roles Provided: Digital Designers, Customer Support Specialists, and QA Analysts. Key Outcomes: Increased team productivity and improved digital content quality, supporting Visual Impact's strategic goals in enhancing client experiences.
Research Planet	200 E Randolph St, Suite #5500 Chicago, IL 60601	Rafay Siddique	702-927-1408	rafael.sid@researchplanet.net	Project Scope: Qlogic facilitated 40+ placements to assist Research Planet with data services and enterprise application management. Roles Provided: Data Scientists, System Administrators, and IT Security Specialists. Key Outcomes: Enabled Research Planet to build a data-driven infrastructure, strengthen security protocols, and efficiently manage data assets across departments.

10 SECTION ELEVEN: FINANCIAL INFORMATION (CONFIDENTIAL UNDER TITLE 51 O.S. §24A.3D)

Qlogic acknowledges the requirement to submit up to the last three years of audited financial statements and tax returns as part of this proposal. We affirm that these documents will be provided in this section and request that they are treated as confidential in accordance with the Oklahoma Open Records Act. =

11 SECTION TWELVE: THIRD PARTY VENDOR INFORMATION

Qlogic confirms that no third-party vendors or subcontractors are included as part of our submitted bid. All services and solutions outlined in this proposal will be provided directly by Qlogic, ensuring streamlined communication, full accountability, and consistent service quality throughout the duration of the contract.