



STATE OF OKLAHOMA CONTRACT WITH ABACUS SERVICE CORPORATION

This State of Oklahoma Statewide Contract No. 1118 ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Abacus Service Corporation ("Supplier") and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature ("Effective Date").

Purpose

The State is awarding the Contract to Supplier for the provision of purchasing Call/Contact Center Staffing and Management services for various State agencies, as more particularly described in certain Contract documents. The Supplier requested no exceptions, no additional terms, and nothing to be held confidential. This Contract document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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


1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Terms, Attachment C;
 - 2.4. Information Technology Terms, Attachment D;
 - 2.5. Price, Attachment E-1
 - 2.6. Response to Specification, Attachment E-2
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
 - 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and


unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

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

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

ABACUS SERVICE CORPORATION

By: 
Amanda Otis (Jul 29, 2024 12:33 CDT)
Name: Amanda Otis
Title: State Purchasing Director
Date: Jul 29, 2024

By: 
Caitlin Clark (Jul 29, 2024 08:20 EDT)
Name: Caitlin Clark
Title: Operations Manager
Date: Jul 29, 2024

ATTACHMENT A
SOLICITATION NO. 0900000546

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

PURPOSE

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

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. Scope of Work

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

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

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

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

EXHIBIT 1

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

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

I. PERFORMANCE

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

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

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

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

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

III. DATA INCIDENT RESPONSE

The contractor will:

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

IV. INSPECTION

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

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

I. PERFORMANCE

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

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

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

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

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

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

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

III. DATA INCIDENT RESPONSE

The contractor will:

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

IV. INSPECTION

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

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

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

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

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

1 Scope and Contract Renewal

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

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

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

2 Contract Effectiveness and Order of Priority

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

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

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

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

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

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

3 Modification of Contract Terms and Contract Documents

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

4 Definitions

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

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

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

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

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

5 Pricing

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

6 Ordering, Inspection, and Acceptance

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

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

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

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

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

7 Invoices and Payment

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

The following terms additionally apply:

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

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

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

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

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

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

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

9 Compliance with Applicable Laws

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

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

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

10 Audits and Records Clause

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

11 Confidentiality

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

services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

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

violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

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

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

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an

obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

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

obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

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

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

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of

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

16 Indemnification

16.1 Acts or Omissions

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

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection

with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

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

16.4 Coordination of Defense

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

16.5 Limitation of Liability

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

17 Termination for Funding Insufficiency

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

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

- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

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

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

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

19 Termination for Convenience

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

be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

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

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

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written

notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

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

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

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

confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

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

25 Notices

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

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Suite 118
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Suite 118
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without

regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

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

26.3 Employment Relationship

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

26.4 Transition Services

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

26.5 Publicity

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

26.6 Open Records Act

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

26.7 Failure to Enforce

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

26.8 Mutual Responsibilities

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

26.9 Invalid Term or Condition

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

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

26.10 Severability

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

26.11 Section Headings

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

26.12 Sovereign Immunity

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

26.13 Survival

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

26.14 Entire Agreement

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

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

26.15 Gratuities

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

26.16 Import/Export Controls

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

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

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

2. Orders and Addendums

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

3. Termination for Funding Insufficiency

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

4. Termination for Cause

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

5. Termination for Convenience

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

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

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

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

6.3 All Contract Usage Reports shall meet the following criteria:

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

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

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

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 118
Oklahoma City, Oklahoma 73105

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

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

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

1 Definitions

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

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

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

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

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

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

3 Compliance and Electronic and Information Technology Accessibility

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

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

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

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

5 Offshore Services

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

6 Compliance with Technology Policies

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

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

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

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

7 Emerging Technologies

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

8 Extension Right

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

9 Source Code Escrow

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

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

10 Commercial Off The Shelf Software

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

11 Ownership Rights

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

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

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

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

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

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

12 Intellectual Property Ownership

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

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

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

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

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

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

13 Hosting Services

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

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

14 Change Management

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

15 Service Level Deficiency

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

16 Notices

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

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

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

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

Appendix 1 to State of Oklahoma Information Technology Terms

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

A. Customer Data

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

B. Data Security

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

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

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

C. Security Assessment

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

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

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

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

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

d. Document all Security Incidents and their outcomes.

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

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

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

F. **Notices**

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

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

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

H. Indemnity

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

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

I. Termination, Expiration and Suspension of Service

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

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

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

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

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

c. a combination of the two immediately preceding options.

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

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

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

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

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

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

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

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

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

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

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

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

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

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

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

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

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

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

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

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

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

I. SECTION NINE: PRICING

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Subsection 8.1, if any.

As instructed, we have listed our prices in Exhibit 4. As this contract will be utilized by agencies throughout the State, we have provided a rate range to cover a large variety of skillsets. In addition, the implementation cost is based on 100 agents' project and covers the cost for Email, Chat, Enterprise QM, and Interaction Analytics Implementation among others.

Exhibit 4				
Services - Tiered Pricing/Consumption Based Pricing				
SW1118 Call Contact Center				
Description	Unit of Measure	List Price	% off List Price	Cost per Unit
Inbound and outbound agent	Per hour	\$20.00 - \$35.00	10%	\$18.00 - \$31.50
Supervisor	Per hour	\$36.00 - \$60.00	10%	\$32.40 - \$54.00
Technical support	Per hour	\$28.00 - \$75.00	10%	\$25.20 - \$67.50
Executive support	Per hour	\$75.00 - \$95.00	10%	\$67.50 - \$85.50
Contact center license	Per user-Per month	\$110.00 - \$175.00	10%	\$99.00 - \$157.50
Laptop	Per unit	\$350.00 - \$700.00	3%	\$339.50 - \$679.00
Headset	Per unit	\$15.00 - \$49.00	3%	\$14.55 - \$47.53
Language line	Per minute	\$1.02 - \$3.05	2%	\$1.00 - \$2.99
E-mail	Per e-mail	\$0.30 - \$0.75	2%	\$0.29 - \$0.74
Chat services	Per character	\$0.12 - \$0.50	2%	\$0.12 - \$0.49
Implementation fee		\$70,000.00 - \$120,000.00	5%	\$66,500.00 - \$114,000.00

H. SECTION EIGHT: RESPONSE TO SPECIFICATIONS AND REQUIREMENTS

i. Point By Point Response

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

For more than 17 years, Abacus has been connecting companies around the world to customized solutions that meet and surpass objectives. We combine our industry expertise with our broad range of full-service capabilities to deliver the right fit to our clients and candidates. From contact center to technology solutions, we power our clients' success and drive our candidates' growth. We are a full-service contact center firm providing Inbound, Outbound, Help Desk Support, Answering Service, among others. Over 100 clients rely on Abacus to deliver excellent customer support and each year we continue to add to our growing list of clients.

While all clients are unique, the result is the same. Abacus has enjoyed unprecedented success in the services we provide to both Government and private clients since our inception in 2004. We provide customization to meet the individual needs of each of our partners. We can offer best practices from customers similar in demographics and geography to State through our long-standing experience. A quick snapshot of our offered services along with a brief description is provided in the following:

Area of expertise	Description
Inbound Call Center	<ul style="list-style-type: none"> • Order Taking Services – Abacus ensures that all customer calls are taken 24/7 including peak times without compromising on the quality. We provide personalized call reporting along with integrated ordering systems allowing for a flawless process. • Answering Service – Taking and screening calls is just a small part of the services that Abacus offers. Being able to communicate effectively and professionally with people in a timely manner is critical to success. Abacus assists its clients with overflow, emergencies and taking messages. • Direct Response Call Center – There are times the volumes are high when clients are running media advertising campaigns or promotions such as flash sales or discounts. At Abacus our centralized call center is always prepared to handle high call volumes whether they arrive in periodic spurts or over a sustained period of time. We have a remarkable call turnover rate with internal and external quality control check ensuring a first-rate service. • Appointment Scheduling – Giving customers a way to schedule an appointment makes for greater efficiency and an edge over other businesses. Callers can receive instant confirmation messages after scheduling their appointment including integration with their calendars, which reduces no shows. This allows our clients to improve their service levels, customer access and generate more revenue. • Helpdesk Support – Abacus helpdesk support teams are equipped to provide technical, medical or any type of professional support required for its clients. We can raise tickets or task dockets and provide multi-site support as well as implementing industry best practices and guaranteed service levels. • Customer Care Services – Abacus offers customized quality services with a customized database of any size, which can be regularly updated as per clients' requirements. We also provide our clients with toll free support wherein dedicated lines are allotted to ensure the efficacy of every call.
Outbound Call Center	<ul style="list-style-type: none"> • Sales – We manage B2B and B2C campaigns promoting to new or existing customers. Our Trained sales experts up-sell, cross-sell and introduce new products and services

	<p>as well as win back churned customers to ensure our clients' business keeps growing.</p> <ul style="list-style-type: none"> • Fundraising –Abacus call centers helps several non-profit organizations with all their fundraising needs. This includes outbound solicitation calls to donors, donor acquisition and well as donor retention. • Survey – Surveys are critical tools to glean information on customers and collect data for product and service development. We provide innovative services where our clients can discover customer reactions to marketing campaigns, issues or their competitors. • Lead Generation – Abacus outbound sales teams allow clients to focus on their core business instead of generating leads for sales teams. We generate leads for our clients by leveraging technology to focus on their precise market and aggressively target their customer base to provide our clients qualified leads. • Data Base Building & Verification – Abacus offers world class Database building and verifications services. We increase our clients' ability to reach the right prospects and customers across any channel. We identify and extract data from structured and unstructured data sources so that the attributes are relocated to the correct fields. We also detect duplicate records, relationships, household and merge or group together related information along with enriching information and standardization providing a unified view. • Appointment Setting – Our skilled appointment setters stand ready to deliver desired results within just a few days. We understand that appointment setting is critical in the service industry. Abacus generates appointments with targeted customers and quickly and seamlessly delivers the data to our clients.
Telemarketing	<ul style="list-style-type: none"> • B2B Campaigns – Our wide range of inbound services include, dealer locator services, market research surveys, 3rd party verification services, lead generation services, direct response services, order taking services, opinion survey, up-selling / cross-selling services, catalog sales services, membership application services, answering services, insurance claims services and inquiry services. • B2C Campaigns – We have the experience and the expertise to provide a range of telemarketing services, which include market research programs, telemarketing sales and Lead Generation Services, telemarketing Appointment Setting Services, product/service sales, primary research, reminder calls, customer satisfaction surveys amongst others. • Automated Services – Abacus allows its customers to interact with important databases without the need for agent intervention by using Interactive Voice Response (IVR) services to automate telemarketing. Reach out to buyers and prospects quickly, effectively, and inexpensively. Inbound interactive voice response (IVR) technology provides effective, affordable automated telemarketing services. IVR enables callers to interact with its databases to accomplish repetitive tasks, at the lowest possible price. • Cold Calling Services – We have a deep understanding of how businesses work and the importance of handling a planned B2B cold calling telemarketing campaign. Our clients can concentrate on their core business functions, while we set up qualified appointments with targeted prospects. Our cold calling services help clients define their market, get new prospects and increase bottom line.
Live Chat	<p>Our chat support professionals are trained to provide expert chat support services for customer services, technical support, lead generation, information on products/services,</p>

	assistance in ordering, queries related to billing, order fulfillment, order verification and other order processing queries amongst others. We can provide your customers with expert and accurate live chat support services on a 24/7 basis. Our skilled specialists provide customers with instant information about products/services. Our team has been trained to cross-sell and up-sell to customers. We can also provide the State with detailed statistics/ reports and chat satisfaction surveys.
Email Support	Abacus' e-mail support services can help enhance customer engagement and can largely help in saving time and resources. Our chatbot-based solutions give clients an edge by providing customers with instant answers to problems that a user might face.

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

As our business partner, the State will be our top priority. Starting with the personal attention of both our Program Manager and a dedicated Implementation Manager, the State will have a direct link to our executive team keeping all lines of communication open and available. Our dedicated Program Manager will be supported by a host of back-office individuals ensuring accurate statements and prompt reports. Our key personnel have extensive experience in account management, recruitment, client Interaction, and all other contract related matters.

Abacus is proposing services of following staff members who have the experience, expertise, and capacity to provide all the services required. The State can expect exceptional responsiveness, quality services, and project delivered on or ahead of schedule.

- Sam Akunuri, Founder & COO
- April Szlaga, Vice President
- Robert Teng, IT Manager
- Jon Sipole, Implementation Manager
- Caitlin Clark, Program Manager
- Joel Rodriguez, Training Specialist
- Alanna Erving, HR/Payroll Manager
- Emily Iloff, Recruiting Manager
- Ashok Kaulaskar, Helpdesk Support Lead
- Michael Sica, Quality Assurance Lead

Following are brief descriptions of key client management team member roles along with account management activities are as follows.

Executive Sponsor

The executive sponsor helps facilitate interaction with the State and drives timely and attentive problem resolution. In this role, State's executive sponsor is:

- Present at business reviews and knowledgeable about the contract, the State's structure (including operations and needs), current performance metrics and opportunities for better achieving the State
- Prepared to contact the designated executive within the State at least monthly or as needed
- Available to the State through a personal cell phone number
- Familiar with all departments within our organization and can initiate remedial measures should they be needed

Program Management

State's dedicated Program Manager is the overall owner of our relationship with the State. The Program Manager has overall leadership of the assigned client management team's functions, and primary

responsibility for our business relationship. The Program Manager serves as State's strategic point of contact, tasked with achieving and maintaining your overall satisfaction with our services.

The Program Manager works closely with Implementation Manager and client management team to facilitate service readiness for the State's new implementation and to resolve member issues after implementation.

Ongoing Support

Our management team communicates regularly with the State to provide attentive and responsive account service. The client advocate may also participate in regular service meetings with account managers and the State, including performance reviews and remediation planning, if required.

We establish meeting requirements during the implementation stage, including meeting frequency, format, key personnel participation, and custom reports required. We facilitate a collaborative approach for providing the type of account service and reporting that best serves the desired outcomes, needs, and financial objectives of the State.

Rebate Roundtable Managing Current and Future Trend

We invite the State to participate and collaborate in a Rebate Roundtable, a research and discussion forum where our consulting group reviews the State's plan designs, utilization and trend on a quarterly basis. Our team works closely with the State to provide estimates for future rebates, which can include multiple scenarios that compare achieved savings along with the associated strategies and assumptions used to model each scenario across multiple categories on a quarterly basis.

Comprehensive Ongoing Support for The State

We provide the State with a highly competitive and differentiated call center management program that raises the bar on performance and accountability. Along with the comprehensive support from our implementation, account management, government affairs and rebate roundtable, we provide the State with regular reporting that puts actionable insights at your fingertips, including a dashboard to measure program performance and trends. Together, we work collaboratively with the State to set program goals, perform population analysis and benchmarking, and provide insights and recommendations to achieve program goals.

3. Discuss your documented escalation process

Abacus follows a case management escalation structure and has team leads in place to monitor the case resolution and to utilize specialists where needed. Our Customer Service Management enables service and support for external customers, both businesses and consumers. Our customers can reach out for assistance using several communication channels, such as web, email, chat, and phone. Our Customer Support and Service Team will receive OMES communications and work with the OMES to answer questions and resolve issues.

Abacus' Process scope

Our case management scope includes:

- Creating cases through support channels such as web, email, phone, social, and reports.
- Triaging newly created cases to categorize, prioritize, and assign incoming cases to the correct team so that customer gets the reply they deserve within the agreed time frame.
- Resolving all cases as quickly as possible using:
 - Defined resolution processes
 - Knowledge base articles
 - Problem management (root cause analysis)
 - Change management

– Incident management

- Managing cases escalated due to inactivity, complexity, or customer satisfaction

Abacus' Process objectives

- Our objectives of case management are to:
 - Ensure that standard methods and procedures are used for efficient and prompt case response, analysis, documentation, ongoing management, resolution, and reporting.
 - Increase visibility and communication of cases to business and support staff.
 - Provide as much flexibility in allowing customers to interact with your company through their choice of channels.
- Provide management with the insight into the proper metrics to drive workforce management, resource scheduling, and case prioritization.
- Shorten case closure time by providing effective processes married with the correct technologies to provide effective and efficient collaboration, RCA, and communication processes.

Roles and responsibilities

Each role is assigned to perform specific tasks within the process. Within a specific process, there can be more than one individual associated with a specific role. Additionally, a single individual can assume more than one role within the process although typically not at the same time. The following describes the typical roles defined for case management.

Customer Support Manager

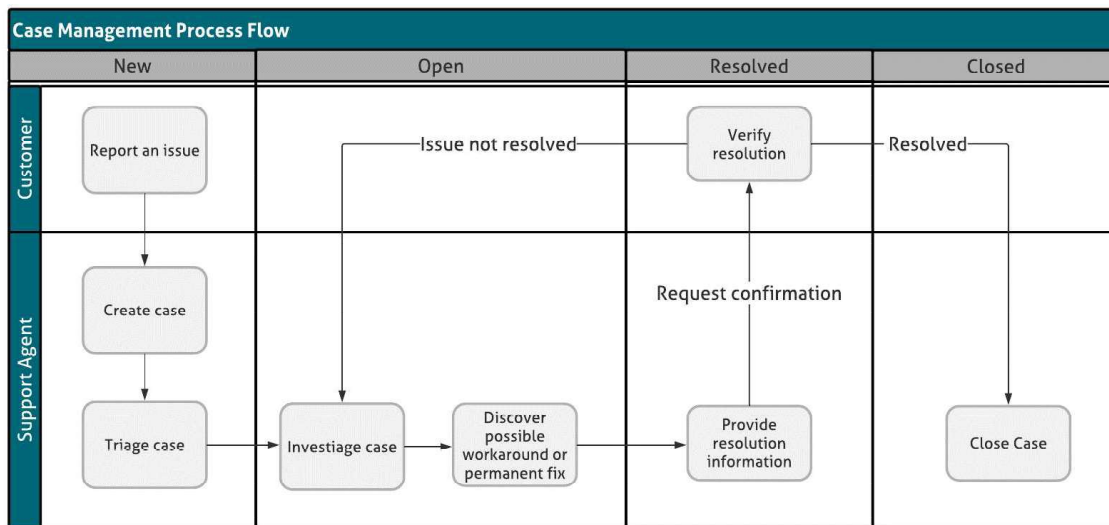
Responsible for:

- Managing support group resources.
- Managing the day-to-day activities of the support group.
- Monitoring and reporting on support performance.
- Taking overall responsibility for case and service request handling.
- Driving the efficiency and effectiveness of the case management process.
- Managing case and chat escalations.

Customer Support Team (Level 1, 2, 3)

Responsible for:

- Recording, owning, monitoring, tracking, and communicating about cases
- Investigating and diagnosing cases
- Engaging with customers and providing resolutions and workarounds to their issues
- Escalating cases to Level 2/3 and/or support managers
- Closing cases



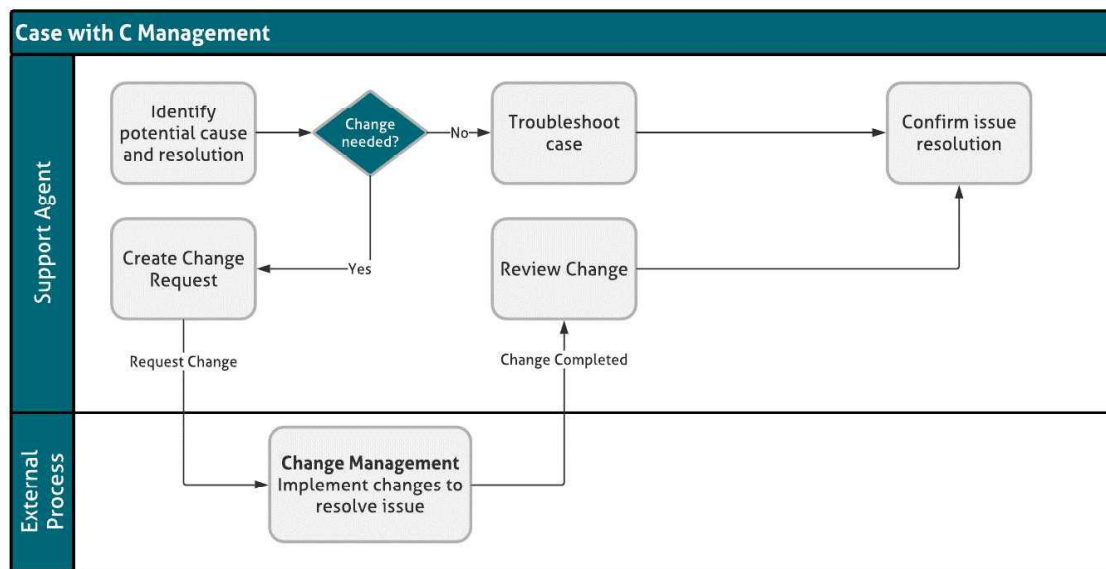
Abacus' Case management process

Our case management process is a set of predefined business processes and activities that are designed to engage, diagnose, and address (fix) customer issues all the while managing the overall customer experience through interactive and effective communications with customers. Our Case management supports the abilities to engage, categorize, route activities, prioritize, assign work, escalate, and manage cases through resolution and reporting. Cases can have one (or more) end results such as incidents, defects, knowledge updates, work order, and/or changes. The case management process assumes an input of a newly created case.

Abacus Case state model

Cases will be tracked throughout their lifecycle to support proper handling and reporting. The state of a case indicates where it is in relation to the lifecycle and helps determine what the next step in the process might be. The typical uses of the base system state values are:

- **New** – In this state, the case has not been accepted or worked by our team.
- **Open** – The case is actively being worked on, which involves when the:
 - Case is assigned to the team, either manually or through assignment rules.
 - Information required by the team to solve case is received from the OMES.
 - OMES rejects the proposed solution.
- **Awaiting Info** – Our team requires some information from the OMES to help solve the case. This pauses the SLA timer.
- **Resolved** – The solution has been proposed to the OMES but not yet confirmed by OMES.
- **Closed** – The record can no longer be updated.
 - OMES satisfaction has been confirmed.
 - OMES did not respond.
- **Cancelled** – The case no longer requires fulfillment.



Case resolved with Change Management

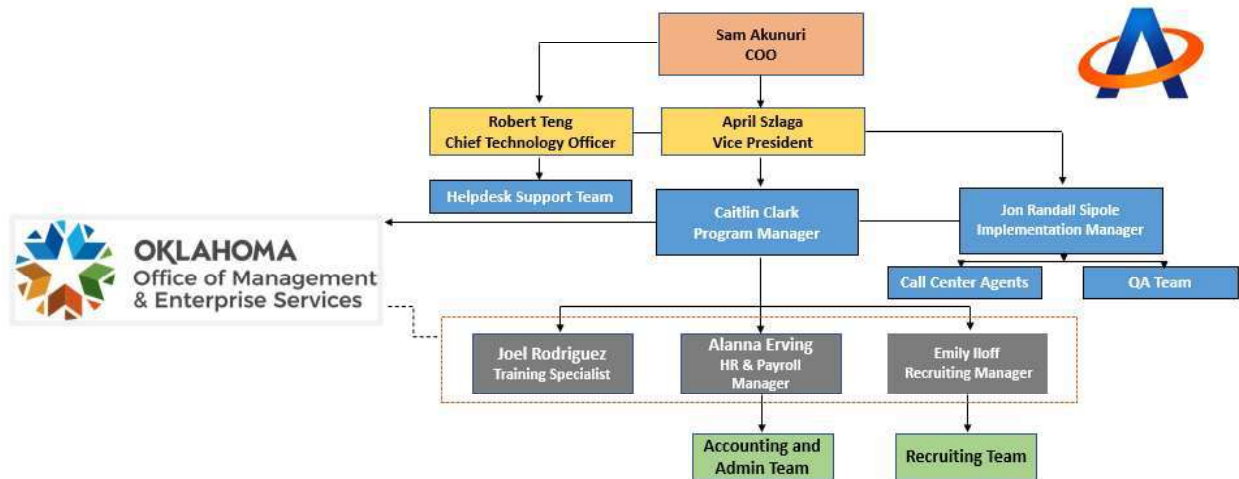
Measurement

Our Key performance indicators (KPIs) evaluate the success of a particular activity toward meeting the critical success factors. Successfully managing KPIs either through repeatedly meeting an objective (maintain) or by making progress toward an objective (increase/decrease). Our Performance Analytics for Customer Service Management provides out-of-the-box dashboards and over 100 KPIs based on best practices. Below are some of the key KPIs:

KPI/metric	Purpose
Percentage of cases resolved within target time, by priority	Measure of how well case SLAs are achieved
Number and percentage of cases resolved, by priority	Measure of the quality of IT services
Number and percentage of cases resolved, by support level	Measure of the efficiency of the case management process
Average user/customer survey score	Measure of customer satisfaction with services

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

Abacus is led and managed by a senior team of executives who have experience serving more than 100 government and commercial clients throughout the US. All members have an extensive government contracting background giving them a unique understanding of the complexities and challenges associated with today's service needs. Our proposed organization chart is as follows:



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

Abacus has flexible timesheet entry, verification, and invoicing process in place, which can be adjusted according to the OMES' requirements.

Our time entry system is formulated with the use of JobDiva Applicant Tracking Software. This software allows our team to input record and secure all time entry information. JobDiva offers the flexibility to log time, multiple projects, and tasks. The assignments can be created to track the level of details desired, and it configurable to meet a wide variety of client-defined requirements. JobDiva allows for a group timesheet functionality that allows authorized vendor personnel to log time from their timesheet monitor on behalf of their personnel.

Lee Stephens - May-19-08 through May-25-08

Assignment	Time Type	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Data Modeler	Regular Time Hours								0.00
SOX Compliance	Regular Time Hours								0.00
Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0

Update Submit For Approval Add Note Close

The tool tracks and displays status throughout the timesheet or expense processing cycle. The application has a function called "Timesheet Monitor" where selected users have access to view and administer timesheet status. The clients may be given this functionality and suppliers can view timesheets in all statuses for their employees. They can view a summary and then drill down to see additional details.

Timesheet Monitor						
Period	Open	Pending	Rejected	Suspended	Closed	Approved
Jun-01-08	117	0	0	0	0	0
May-25-08	117	0	0	0	0	0
May-18-08	5	0	0	0	0	0
May-11-08	5	0	0	0	0	0
May-04-08	5	0	0	0	0	0
Apr-27-08	5	0	0	0	0	0
Apr-20-08	3	1	0	0	0	1

Open Timesheets - May-18-08				
Person	Company	Email	Phone	As Of
Contractor, Laura	Global Staffing	laura@abacusservice.com		May-12-08 10:30 AM
Haines, Jeff	Global Staffing	jeff@abacusservice.com		May-12-08 10:30 AM
Perm, Ericsson	Global Staffing	ericsson@abacusservice.com		May-12-08 10:30 AM
Smith, Dan	Global Staffing	dan@abacusservice.com		May-12-08 10:30 AM
Smith, Johnny	Global Staffing	johnny@abacusservice.com		May-12-08 10:30 AM

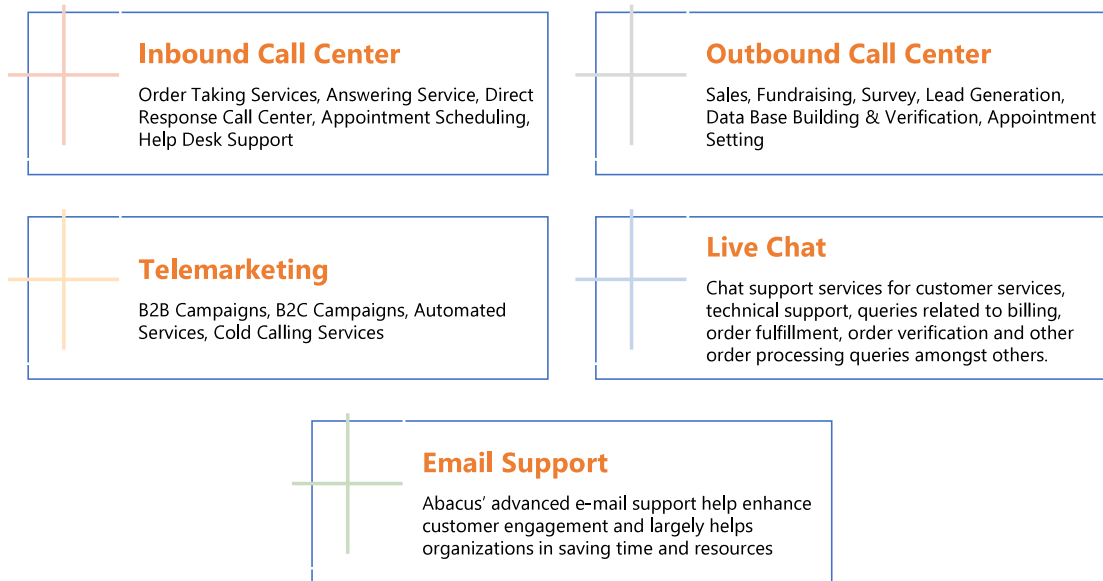
The JobDiva application offers flexible approval workflow allowing client users to approve invoices based on client-specific thresholds. Once an employee submits a timesheet, the designated managers receive a system notification alerting them that a timesheet is pending their approval. Supervisors can approve or reject the timesheet. If the Supervisor rejects the timesheet, they may add any appropriate comments detailing why the timesheet was rejected. This rejection will send a system notification to the contractor that includes any comments entered by the manager, alerting them that a timesheet adjustment is necessary.

When a supervisor approves a timesheet and/or expense, the approval is date and time stamped. The approver is determined at "on-boarding" and the tool tracks changes to approvers.

Lee Stephens - May-05-08 through May-11-08			
Time History			
Company	Person	Date	Description
Demo Company	Hiring Manager	May-27-08 09:14 AM	Approved
JNC Services	Lee Stephens	May-23-08 10:51 AM	Submitted for Approval

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

Abacus employs over 500 experienced personnel who provide optimum call center services to support our clients' business needs. In addition, we have resumes of over 100,000 call center agents in our database with specialties in the following areas:



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

Effective communication is essential for successful delivery of any remote project. Communication among project stakeholders enables clarity, sets expectations appropriately, and supports project progress. Our communication management approach facilitates project communications for timely collection, analysis, creation, distribution, and storage of project information. It also incorporates core project tasks and actions to streamline the planning and implementation process, such as documenting key stakeholders, their project roles and communication requirements, the types of communication required to successfully manage the project, frequency of communications, and desirable methods of communicating.

Abacus communicates with its employees or subcontractors through telephone calls, e-mails, conference calls, electronic messaging, and meetings, based on the urgency and content of the message; however, the primary means of communication is a project-specific dashboard. Our management team communicate quickly and efficiently with all employees working on the project through this web dashboard by posting items, such as procedure changes and schedules, to the main page's announcement section. In addition, the dashboard is integrated with our solution so that project-related information, such as staffing and schedule changes, are highlighted as well. The dashboard includes an employee contact list that provides a single location for team members to locate email addresses and phone numbers of key staff, as well as team calendars that allow team members to view staff assignments, meeting times, and communicate milestones. In addition, through the performance review process, staff's performance is linked to various goals and expectations that support Abacus' quality, and customer care metrics.

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

Hiring at Abacus starts with our past success, experience and working with public agencies. We have mastered the art of understanding the clients' ecosystem, culture, and skills requirement as demonstrated in our most recent contact center for the State of Tennessee.

To locate qualified agents, Abacus has a dedicated recruiting team that use sophisticated search algorithms to select the candidates who most closely match State's requirements. Our team maintains a

resume database with thousands of call center agents resumes from which we can identify top candidates, including operational management staff. Other sourcing channels may include:

- **Electronic Job Boards:** Leveraging our long-standing, strong relationships with major online job boards including, Indeed, Zip Recruiter, LinkedIn, Monster, CareerBuilder, and other Social Media tools.
- **Proprietary Resume Database:** Comprising of more than 1M resumes on similar skills with 10000+ resumes local in the State.
- **Abacus Website:** Abacus posts positions on our website to ensure visibility for new and returning candidates.
- **Referrals:** Soliciting referrals from current candidates and other sources brings in candidates.
- **Job Fairs/Networking Events:** Actively participating in trade associations, networking events, civic and professional groups/clubs as well as participating in and hosting job fairs.
- **Digital Advertising:** Leveraging targeted digital advertising platforms to reach the candidates.

Ensuring Qualified Staff

Abacus has defined very stringent hiring qualifications for the agents we have making both inbound and outbound the phones and providing information. We employ the highest level of scrutiny to make sure we only hire the best for our call center efforts.

Once potential staff candidates are identified, they are required to complete a three-step interviewing process. This includes an initial phone interview, in-person/video interviews, and role-playing with the supervisor and manager. The interview process is designed to help Abacus learn more about a candidate and key experiences during his/her career. A competency-based interview process is used, focusing on eight categories, with the respondent responding to situations that occurred during the past 12 to 18 months. In addition to prompting the candidate with a series of probing questions, the interviewer keeps detailed notes and rates each response. The intent is to gain insight into the qualifications and suitability of each candidate in several essential areas.

Abacus' complete assessment process	
Verbal Communication	<ul style="list-style-type: none"> • Listening skills • Basic industry terminology • Effective questioning and probing • Reflective skills (mirroring, paraphrasing, and summarizing) • Appropriate business grammar • Customer-needs understanding and appropriate response • Anger diffusion and will-over of difficult people
Customer Service	<ul style="list-style-type: none"> • Respond to issues in a timely manner • Educate customer on processes and procedures as appropriate • Utilize all available resources to resolve concerns/issues • Build customer rapport • Empathize with the customer • Complete data verification
Written Communication	<ul style="list-style-type: none"> • Ability to notepad and/or provide call summarization • Completion of all necessary forms fully and accurately • Use of correct business grammar
Following Written Direction	<ul style="list-style-type: none"> • Understand written work instructions • Follow directions within the required time frame
Decision-Making Ability	<ul style="list-style-type: none"> • Ability to provide customer with resolution within program guidelines
Problem-Solving Skills	<ul style="list-style-type: none"> • Identify concerns • Handle customers immediate issues/concerns

	<ul style="list-style-type: none"> • Provide alternative solutions/problem resolution • Determine when escalation is necessary
Multitask Ability	<ul style="list-style-type: none"> • Ability to prioritize tasks
Organizational Skills	<ul style="list-style-type: none"> • Maintain current program information • Ensure completion of activities to meet timelines • Maintain orderly approach to tasks/projects/call control • Ensure accuracy of work • Capture all necessary data Follow-Up and Follow-Through Skills • Meet all agreed-upon timelines • Operate with a sense of urgency • Demonstrate a strong commitment and drive to achieve results • Understand changes and implement changes to process/rules • Go beyond role requirements to attain objectives • Demonstrate consistent and timely follow-up on all requests and projects • Work to understand what drives and controls are needed • Share knowledge to help create an improved environment

Language Capabilities

We have more 17 years of experience employing bilingual agents to meet our clients' requirements for all center personnel with a number of language proficiencies. Abacus has implemented and currently operates contact centers across many States serving customers in multiple languages. As part of our hiring process, we will actively recruit and screen for multi-lingual individuals based on the State requirements. For lower-density languages, we will employ language lines for translational services so that calls are answered in a recipient's preferred or native language. Through a language line, our agents have access to on-demand interpretation services in more than 180 languages, including but not limited to Spanish, Chinese, Portuguese, Tagalog, Italian, Korean, Gujarati, Polish, Hindi, Arabic, French, German, Haitian Creole, and Hebrew.

In addition to meeting bilingual requirements, we also have the capabilities to meet the requirements of hearing or speech impaired recipients in need of teletype (TTY) and telecommunication devices for the deaf (TDD) services by using the Telecommunications Relay Service.

Reference Checks

As a part of State's hiring process, Abacus will complete a minimum of three (3) professional reference checks for each agent. The references must be current or former managers, supervisors, or team leaders to whom the candidate reported organizationally in the performance of their job duties. The results of the reference checks will be available to the Client within 3 business days of request and will be recorded in the agent's applicant record within our Applicant Tracking System, JobDiva.

Background Screening

Abacus conducts standard, minimum background checks on all associates prior to hire. In addition, we conduct customized background checks in compliance with specific client requirements. The following standard background checks are conducted by our third-party partnered agency:

- a. Social Security Number trace
- b. A criminal background check (Local, State, and National) for the past seven (7) years
- c. Terrorist database
- d. Sex offender database
- e. Credit check, if required
- f. Employment history verification for previous 3 employers or past 7-year period

g. Validation of the highest academic credential achieved

Abacus also validates professional certifications required for the position directly with the certifying authority using the name of the associate and the certification ID number.

Onboarding

All Abacus agents undergo a thorough onboarding process prior to the start of the assignment. Our onboarding process will outline the State's policies and procedures and further iterate State's expectations. Our focus is on seamlessly integrating our agents into the State's culture and equipping them with the information, guidance, and support to become independently productive on day 1.

Abacus offers an automated solution to the State which will be customized to State's program. Onboarding procedures for all agents assigned to the State are coordinated by a dedicated single point of contact. The following is an overview of a typical orientation process which will be customized to meet the State's requirements after kick-off session:

- Summary information about the State
- Assignment information, including the function of the company and/or department
- Security policies and processes
- Hourly pay rate
- Code of conduct
- Explanation of benefits
- Performance goals
- Quality expectations
- Criminal/credit check policies
- Instructions for emergencies
- Timesheet completion and payroll information
- Electronic communications policy
- Review of EEO and ADA guidelines
- Workplace policies
- Safety policies and procedures
- Any applicable State's literature

In addition, we will offer call center specific training to all the agents before assignment.

Turnover Management

Abacus maintains very low turnover. Our philosophy is to invest up front in finding the "right" people, supporting them and, and maintaining low turnover rates. Retaining professionally satisfied experienced and loyal employees enhances our ability to maintain efficient and relatively low staffing ratios.

We always take great pride in how we treat our employees by doing things such as frequent communication with our Program Managers, sending gift cards on birthdays, anniversaries, Christmas, sending awards and gift cards when positive feedback is received from the client, etc. We also send a welcome to Abacus packet within the first week of starting along with a gift card of their choice from a selection of retailers.

In addition, part of our employee care program invoices our Charitable Giving Program. The mission of this program is to support a different cause every six months through monetary donations, volunteering, and community outreach. What makes our program different is that we are giving our employees the power to vote on the charity each term. This is just another way we are trying to not only help various charities but are working on having our employees more involved at invested in the programs we offer so they feel like they are truly a part of our company.

We offer a variety of options to our employees, including:

- **Health, Prescription, Vision, Dental, Life, And Short-Term Disability Insurances** - Abacus offers our employees the opportunity to purchase benefits from a designated third-party provider. Multiple benefits options are available including 401k life insurance and short/long-term disability plans.
- **Weekly Electronic Payroll Options** - Abacus offers direct deposit for our employees' convenience with a toll-free hotline available for payroll questions.
- **An exclusive online employee community** - We provide a dedicated employee portal for all things Abacus, including online timekeeping, pay stub retrieval, job opportunities, and employee discounts, to name a few.

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

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

As part of the recruiting process, we ensure that our clients are provided with the right talent quickly. Abacus' dedicated, expert recruitment team source candidates using our branch network and candidate database and qualify through Behavioral Interviewing. All the above screening activities are performed as a part of our hiring process.

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

Abacus can fill call center positions within 24-hour period and deliver the resume of a prescreened technical or professional candidate to the State within that same time frame. We can also fulfill same-day orders.

Turnaround times vary depending on the specific skills requested, availability of candidates based on local market conditions, screening requirements, the State end user's responsiveness, and the assignment start date, among other factors. However, our primary objective is to meet State's needs for call center services on a timely basis—and our sourcing processes are designed to deliver on that commitment.

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

Our work plan comes with the expectation that unanticipated problems will occur during the project. We understand that in the staffing industry, potential problems may include the turnaround time for providing potential candidates and loss of communication with the primary company contact. Other issues related to this type of project along with the recommended solution is provided in the following:

Risk	Abacus' Solution
Back-Office Support	One of the biggest risks associated with engaging a partner is that of inadequate legal human resource, employee benefits, and risk management representation and planning. Because Abacus is a long-standing firm, we benefit from a corporate back-office team that reviews every contract to further ensure that Abacus can deliver as per clients' expectations. Abacus works with our clients to avoid all employment law problems, and we employ highly qualified legal, human resource, employee benefits, risk management, and other career professionals to deal with any issues that may arise.

Quality Placement Guarantee	Another risk associated with any engagement is the wasted time and money associated with a bad placement. Although our standard operating procedure has built-in steps aimed at ensuring that the right agent is staffed on each project, such as face-to-face meetings with hiring managers and customer approval of job requirements, we recognize that there are rare occasions when a candidate is not the right fit. Through the Abacus Guaranteed Delivery Program, we offer a no-risk, 24-hour trial period. If any Abacus client is not satisfied with a consultant's performance at the end of the first 24 hours of the consultant's assignment, we replace the consultant without billing the client for the consultant's time.
Quality Scorecard Process	Lastly, another risk is operating according to unclear expectations on what is expected from both the staffing provider and the client. If Abacus submits a candidate for the interview but receives little or no feedback from the hiring manager, the process is slowed, and we are not able to come through on our promise of making exceptional connections in the shortest timeframe possible. In order to address this issue and others like it and to enable continuous process improvement, Abacus has developed a number of industry-standard metrics that we track and review to keep our account management teams and clients on task. This is accomplished using our Quality Scorecard Process with service levels that are mutually established and agreed upon. The data collected is reflected in monthly and quarterly reviews that help Abacus and its clients manage expectations and review areas for improvement

12. Discuss your company procedures related to the following:

a. Staff Management

Abacus has a specialized department responsible for ensuring our centers are staffed appropriately to manage incoming and outgoing calls. This department is responsible for forecasting call volume and call patterns, measuring demand needs, developing staff models, scheduling staff, and real-time monitoring of our call queues, service levels, and agent performance.

Abacus' Supervisors, and Project Managers use a proprietary software to streamline forecasting and scheduling. Call handling time, call volume, occupancy, and shrinkage are monitored, forecasted, and analyzed in conjunction with call patterns to create schedule demand needs. We instantaneously analyze and project call patterns and call volume down to each 15-minute interval, meaning Abacus can quickly adjust resources and schedule to comply with our service level commitments.

Our team actively monitors all call queues and agents in real-time. Real-time monitoring keeps our contact center productive and efficient. Monitoring of call queues in real-time helps identify call volume irregularities that may impact service levels. Scheduling and call routing changes are made in real-time to provide the quickest call response time possible. Further, Abacus installs monitors in our contact centers to display live feeds of performance statistics such as average speed to answer, hold time, and talk time so all of our staff have up-to-the-minute performance data and can make adjustments as necessary. If the State changes its program in a way that affects services provided under the contract, Abacus' team will analyze staffing needs and modify required staffing, as needed.

b. Staff Training

Abacus has an organized and systematic call center training program that has been integrated into our plan for the State. We will customize our training program based on the State's input on our training curriculum. At minimum, the training program will include in-depth materials and topics for:

- Customer service skills including several forms of conflict resolution, crisis de-escalation, problem solving tools and skills, sensitivity awareness, and any necessary cultural and linguistic materials

for the English-limited and disabled populations.

- State-specific program training that includes materials on the State's system and services. We will collaborate with the State to provide updated information as needed throughout the contract.
- Computer/call center skills training including data entry, proper grammar, and the operation of all software, applications, and computer systems.

Abacus' remote training program will ensure that all agents are qualified, professional, and equipped to provide outstanding information to the callers. We teach our agents to appreciate fully the caller's circumstance so that they can deliver empathetic and informed service, respecting the dignity and privacy of each caller. Our training specialist will conduct and oversee initial and ongoing training programs, monitor for training performance, and adapt learning programs based on observations or changes in policy, with the support of our HR Department.

We employ adult learning principles to accommodate all learning and thinking styles, monitor learning objectives, review key points daily, and test for understanding of the information and systems. We supplement classroom instruction with role-playing, computer-based simulations, hands-on technology demonstrations, and telephone system practice. The training process will be supported by a knowledge management repository which include FAQs, and other job aids. All agents must complete a post-course assessment successfully to ensure their readiness to serve all State citizens before moving into live- call instruction. The pre-live component of our training program includes these topics:

Initial Agent Training Course Topics	
Fundamentals	Customer Service Tools
<ul style="list-style-type: none"> • Company overview, mission, goals, and vision • Human resources orientation • Mandatory training on HIPAA, confidentiality, and privacy • System Securities (PHI, PI, PII, etc.) • Disaster and emergency preparation training • Code of ethics and conduct trainings • Detailed review of policies and procedures • Core computer systems training for intranet, instant messaging, Team site, Microsoft Outlook • Escalation protocols 	<ul style="list-style-type: none"> • Customer Service 101 and telephone etiquette • Coordinating three-way calls and warm transfers • Telephone training, hands on practice with telephony system • Use of all resource guides, policies and procedures, and online reference guides • Authorization reviews, tools, reports, and fee schedules • Cultural competency, diversity training, People First language

After the initial training is complete, new agents participate in hands on training through real-life and real-time stimulation and situations. The Training Specialist and Team Leads will conduct shadowing, during which they observe the new agent's technique and competence along with providing guidance and coaching. The Training Specialist will evaluate agent's performance by reviewing recorded calls for accuracy, and customer courtesy. The seasoned agents must demonstrate proficiency prior to graduating from the training program and performing knowledge transfer to new agents. Training information is documented and tracked in tracking system under each employee records. Records are available upon State's request.

We also require all agents to complete our Cultural Competency training program upon hire and annually thereafter. The program is based on the National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards) and reviews daily challenges facing by many citizens such as poverty, Limited English Proficiency, communications disabilities, low literacy, limited mobility, and lack of support.

c. Ongoing Training and Support

Abacus require ongoing training for call center staff monthly on matters such as trends in performance levels and member inquiries, issues across agents, use of technology, and notice of Abacus outreach activities. We incorporate recorded calls into training as needed to reinforce procedures.

Annually, we require all call center staff to complete training on our Code of Conduct and Ethics, monitored by our Compliance Officer and a refresher course on cultural competency provided by Abacus, our corporate web-based continuing education center.

Abacus follows a consistent method when designing, developing, conducting, and evaluating training. We begin by indicating the outcomes desired by the training based on skills or competency assessments. We then develop a curriculum outline with both learning and behavioral objectives.

Once the curriculum is approved, we develop the material and include interactive case studies and exercises. We may use subject-matter-experts from the customer to tailor the orientation to their industry and environment.

Once approved by the customer, we conduct the program and ensure that data is collected and analyzed after every training offering to ensure that the materials and instruction are the best possible. We work with the customer to validate the ROI and survey the training participants about the value obtained. Over a series of courses, we will adapt our approach and content as necessary in response to feedback.

Integrate on-the-job test scenarios and use cases – Our approach

In our experience, adult learning takes place when they apply new knowledge. This application can take place alone, in a team, or as part of a group discussion/exercise. In a training program, we include a format wherein presentations of materials would occur, followed immediately by application. Training methodologies include lecture, video, online simulations, call monitoring, role-playing, and mock calls, and significant hands-on learning. Our experience with adult learners can be briefly summarized as follows:

- They prefer to focus on a single concept to current problems. These “problems” have to be highlighted and addressed during the program.
- They must be able to integrate new ideas with what they already know. This information must be developed early on in the program.
- Program needs to be designed to solicit viewpoints from people in different lifestyles and development.
- They prefer directed, learning-based projects during program.

In presentations, we elicit discussion on how the topic affects them, best practices, or problem areas. After each exercise, we ensure to summarize or debrief the discussions and team presentations, so the participants can see the material “come to life”.

This format motivates participants to take back the knowledge and skills and apply it to the client project. We often include an “action plan” to be completed by the participant. This plan has specific action items, responsibilities, and due dates for implementation.

Creative multimodal approaches are used to ensure active involvement by all participants. These include:

- Mock calls and role-playing
- Participant presentations
- Team/group exercises
- Self-assessments

- Case Studies
- Simulations
- Checklist / Format use

In addition, Abacus assembles the full training package including all PowerPoint Slides, Participant Workbooks, and Supplementary Materials. This material is sent to the Training Specialist and Client for review and evaluation within five (5) business days of receipt of the attendance roster. Revisions are completed and incorporated 10 calendar days prior to the first workshop date.

d. Assign skill level to each agent

Abacus solution can assign skill level requirements to calls, as per standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI), etc. Calls can be queued for more than one group of staff who can handle the calls, and agents can be logged into more than one queue, allowing them to handle several types of calls. Various priorities can be set as well. One priority setting ranks callers against other callers and is used to ensure priority callers receive special service. When agent skills are given different priorities and several calls are in queue when the agent becomes idle, the next call handled by that agent will be the one with the highest ranking for that agent, generally the one they handle best.

When all agents are busy, Abacus' ACD places the call into a queue. Generally, a recorded announcement is played that tells callers their call has been placed in queue. More sophisticated systems can include a prediction of how long each caller may wait. While the caller is in the queue, generally music or some kind of continuous message is played and is interrupted at pre-set intervals with additional announcements about the queue state.

A wide variety of features are also available to help the agent process the call. These include such things as an alpha-numeric display that tells the agent what greeting is appropriate for a particular call, buttons that allow the agent to enter different work states that are recorded in the reporting tools, codes that can be dialed to indicate what the caller requested, and buttons to summon a supervisor for assistance on a difficult call.

Abacus solution's Supervisory features allow the supervisor to silently monitor both sides of a call so that neither party knows the call is being observed. This capability is used to monitor the quality of the work in the center and aid in identifying training needs.

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

Abacus will proactively manage day-to-day activities of Contact Center staff including surge situations and maximize the use of existing in-house staff before recruiting from outside sources. We will monitor the current and projected staffing requirements and stay in close contact with State to accommodate any changing requirements as needed. Our goal is to be aware of workload changes as early as possible and efficiently staff up or down to meet customer priorities. Through this approach, we can maintain a stable, efficient workforce and quickly respond to new requirements. Our workforce management strategies include:

- **Dedicated Workforce Management Team** – Abacus assigns a dedicated Workforce Management team which ensures our centers are staffed appropriately to manage incoming and outgoing calls. The Workforce Management department is also responsible for forecasting call volume and call patterns, measuring demand requirements, developing staff models, scheduling agents, and real-time monitoring of our call queues, service levels, and agent performance.
- **Build Forecasting Model** – The Workforce Management team will use an AI system to streamline

forecasting and scheduling. Call handling time, call volume, occupancy, and shrinkage are monitored, forecasted, and analyzed in conjunction with call patterns to create agent schedules. We instantaneously analyze and project call patterns and call volume down to each 15-minute interval, meaning Abacus can quickly adjust resources and schedule to comply with our service level commitments and create agent shifts to avoid overtime costs.

- **Call Queues Monitoring** – Our Workforce Management team actively monitors all call queues and agents in real-time. Real-time monitoring keeps our contact center productive and efficient. Monitoring of call queues in real-time helps identify call volume irregularities that may impact service levels. Scheduling and call routing changes are made in real-time to provide the quickest call response time possible. If the State changes its program in a way that affects services provided under the contract, Abacus’ Workforce Management team will analyze staffing requirements and modify required staffing, as needed. Abacus confirms our ability to meet the requirements stated under this section.

f. Employee engagement

Abacus will assign a dedicated Client Service Team whose one of the key components will be to focus on the governance and performance of this contract as well as the employee engagement process. These core employees will have specific focus areas and will be utilized to deliver outstanding performance, customer service, and employee engagement. In addition to the ongoing training, we will offer a variety of benefits to our employees to maximize engagement:

- **Health, Prescription, Vision, Dental, Life, And Short-Term Disability Insurances** - Abacus offers our employees the opportunity to purchase benefits from a designated third-party provider. Multiple benefits options are available including 401k life insurance and short/long-term disability plans.
- **Weekly Electronic Payroll Options** - Abacus offers direct deposit for our employees’ convenience with a toll-free hotline available for payroll questions.
- **An exclusive online employee community** - We provide a dedicated employee portal for all things Abacus, including online timekeeping, pay stub retrieval, job opportunities, and employee discounts, to name a few.

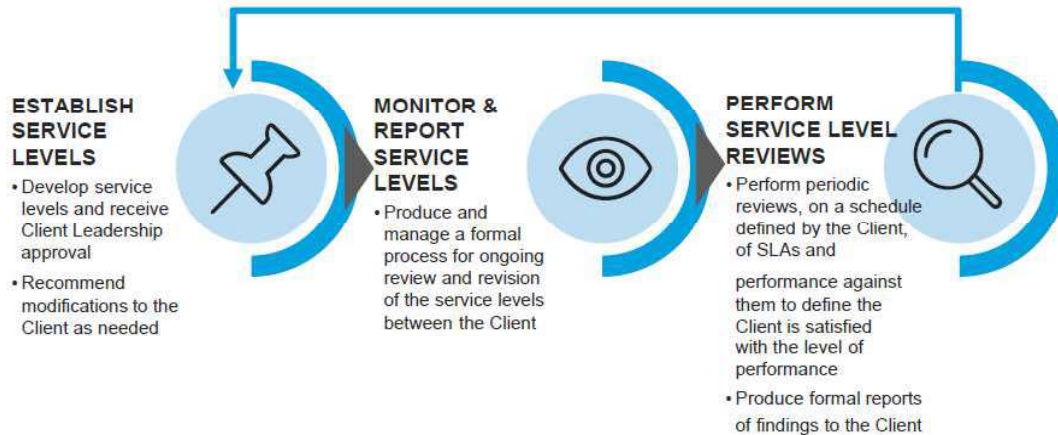
ii. Preferred Documentation

1. The Bid shall include, as applicable, Hosting Provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.

Not Applicable.

2. A Service Level Agreement (SLA) outlines the minimum service that a customer may expect for services, warranties, and support. The SLA should include an example performance report and a matrix for service credits that relate to the Bidder's performance under the SLA.

Once agreed upon SLAs have been established, Abacus will manage and be accountable for the SLAs and will diligently monitor and accurately report to OMES on those service levels. On a periodic basis, as defined by OMES, Abacus will review the service levels. As part of the reviews, Abacus will help OMES identify areas of improvement and provide recommendations on improving service levels.



Abacus has included an example SLA on the following pages. This example details the typical SLAs that we work to, what the performance metrics are, and how we measure success against them. The SLAs below are an example and will be finalized following contract award and put in place ready for the reporting activities starting after Implementation is concluded.

Measurement	Description	Performance Standard
a. Service Level	The service level (SL) quantifies the percentage of calls (X%) answered within a target timeframe (typically within Y seconds). Service levels are to be measured by half-hour or hour increments and reported on a daily, weekly or monthly basis based on Task Order requirements.	<ul style="list-style-type: none"> • 80% of calls are to be answered within 20 seconds. • 100% of all calls are to be answered within 60 seconds. • This metric does not apply to calls that are fully serviced or abandoned in the IVR or an Automated Attendant
b. Average Speed of Answer (ASA)	The average speed of answer (ASA) determines how quickly a call is answered within a target timeframe from the time the call enters the ACD system to the time a live call CSR answers the call. ASA levels are to be measured by half-hour or hour increments and reported on a daily, weekly or	30 seconds

	monthly basis based on Task Order requirements.	
d. In-queue or on-hold time	Hold times for all callers, including Limited English Proficient and hearing-impaired consumers. If hold time will be greater than 2 minutes, the caller should be able to choose to be called back by a CSR.	< 120 seconds in queue or on hold AND 90% of all call backs made within 4 hours.
e. Abandoned Call Rate	The abandonment rate is the percentage of all callers (X%) that hang up once in the ACD or IVR queue within a target timeframe. The abandonment rate is measured either in real time or hourly and shall be reported on a daily, weekly, or monthly basis based on Task Order requirements. Calls that are abandoned by the caller within 5 seconds are excluded from the ACR calculation.	Between 5% to 10%
f. Busy Signal	The percentage of calls unable to get through and receive a busy signal.	< 2%
g. ACD Performance Complaints	The number of callers complaining about Call Center service expressed as a percentage of all calls, as documented by call center tickets for individual case tickets. (Repeat complaints regarding the same incident will not be considered an additional incident.).	< 1%

3. Billing Information outlines what information is provided in billing the entity and how it is delivered.

Our Applicant Tracking System, JobDiva, integrated with our internal systems allows us to generate automated billing for the approved timesheets, which are verified for accuracy with the detailed information that is necessary to process the payment. Abacus issues weekly invoices that are accurate, current, and complete for all personnel. The weekly invoice system has been established since the inception of Abacus.

Each invoice includes a copy of the itemized time sheet for actual hours worked by each worker for the period, along with the OMES' purchase order issued for the position, name of the employee(s), rate charged, and the number of hours worked and shall be verified by the OMES prior to processing the payment.

4. Documentation outlines how detailed documents of services that are provided to entities on an on-going basis to include services by location and account information can be obtained.

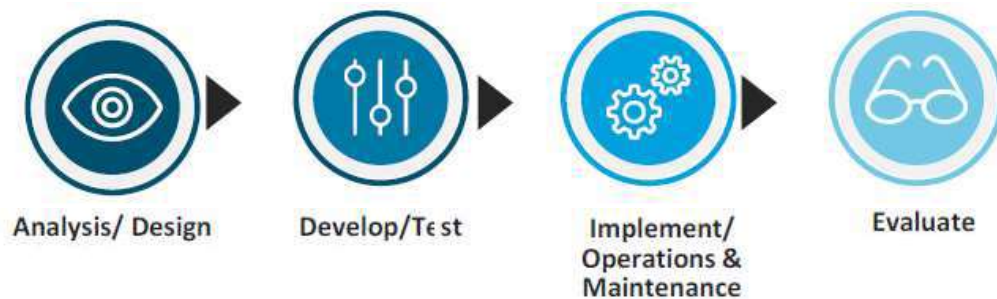
Abacus believes accurate reporting as one of important factors for successful contracts. Abacus uses a proprietary system to track contract performances, employee performances and statistics etc. With the use of the proprietary tool, Abacus can create customized reports to meet the State's reporting requirements. Abacus Program Manager will customize the report by location and account information and will create and maintain contract reports, assignment reports, employment statistics, employee statistics and present to the State's Program Manager.

5. Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative/Operational Personnel levels.

Educating and empowering clients is critical to improving both stakeholder and employee satisfaction, which is why Abacus dedicates exceptional time and resources to the development and execution of our

training program. Abacus has an organized and systematic training process that has been integrated into our delivery methodology to accomplish the goals outlined by the State. We have emerged as the prime vendor in call center solutions because we build our training programs around the people and business processes they support.

In order to execute the training program, we will leverage the industry standard ADDIE (Analysis/ Design, Develop/Test, Implement/Operations/ Maintenance and Evaluate) model as our training approach. The image below includes the key phases in our training approach that we use to develop and deliver the right training.



Training Analysis and Design

The first step is assessing the training needs and design a curriculum that accurately identifies the training needs for each contractor's position.

After the population of expected training audiences is researched, analyzed, and documented, we begin to "group" like roles for purposes of curriculum strategy and design. Grouping matches like roles with similar job responsibilities, level of systems usage, and similarity and combines them into categories of training audiences; these categories then serve as the basis for subsequent system-based scenario training program design. This is an area where Abacus provides additional value to Tennessee as we are able to lean our experience successfully delivering similar projects to quickly and accurately perform this analysis.

Training Plan

Once the audience analysis is complete and users are grouped based on system roles and responsibilities the State team develops the design for the entire training curriculum through the Training Plan. Abacus is committed to working side by side with the State and develop a training plan which defines the activities the joint team does to conduct training. The Training Plan outlines the approach to how the entire Abacus team works to design a training program that meets the needs of end users through every phase of the solution implementation.

Training Development and Testing

After the assessment is complete, we begin training development and testing. The objective of our training approach is to help State staff learn the skills they need to become proficient users and to understand the business process and workflow changes that must take place in order for them to use the solution effectively. For classroom training, Abacus strongly believes in a scenario-based curriculum that encourages the maximum amount of hands-on practice in the system. To support this practice, we produce an Instructor's Manual, Student Manual, Web-Based Trainings (WBTs) Modules, and Online User Aids for use in Instructor-led training sessions. We will also provide the State with electronic versions of end-user training materials, so they are readily available.

Training Implementation

After development and testing, Abacus supports the roll out of training materials and classroom training based on the requirements outlined in the sections below. Abacus leverages the State's learning

management system and deploys files in formats that the LMS can support. Abacus supports a robust training scenario-based curriculum that includes the following:

Training Material	Abacus' Key Consideration for OMES
Instructor's Manual	<ul style="list-style-type: none"> The Instructor Manual provides additional information and detailed lesson plans including the knowledge transfer subject, purpose, objective, expectations, target group, necessary equipment, and handout materials. Features include tips and tricks to share with trainees, screenshots to guide the trainer through delivery, time expected to complete each lesson, and answers to frequently asked questions (FAQs). The use of a standard Instructor's Manual helps provide consistency throughout knowledge transfer content delivery to confirm that all users receive the same information no matter which session of a course they may attend.
Student Manual	<ul style="list-style-type: none"> Student Manuals serve as a "workbook" for classroom and on-site training sessions by providing background material required to perform tasks. Student Manuals include objectives, common questions/answers, demonstration information, and exercise data for hands-on practice during training. Additionally, they include practice exercises that allow end-users to get extra exposure when they return to their office.
Online User Aids	<ul style="list-style-type: none"> Our solution includes three key forms of online user aids: Page Help, Field Help, and Procedure Based Wizards or "How To's". Page Help provides an overview of the purpose for each page, as well as for each sub-section within a given page and identifies the required fields. Page Help functionality is built-in to the solution and provides an interface that allows content to be entered and updated by a non-technical user. Field Help provides the user with additional information and guidance for each field on a given page. Field Help typically includes the purpose of the field and instructions for completing it, which includes examples for manually populated fields. Procedure Based Wizards includes step-by-step procedural guidelines for how to perform the primary processes within the application (i.e., How Do I's?).
eLearning Lessons, also known as Web based Training (WBT)	<ul style="list-style-type: none"> WBT Modules are an efficient and user-friendly way to provide training to supervisors, managers, community partners, and other personnel because they reduce the time staff are away from their desks. Interactive WBTs give staff the opportunity to learn about functionality and practice in the training environment through simulated exercises. Abacus uses the leading WBT development software, Adobe Captivate, to incorporate interactive simulations, demonstrations, and explanations into the WBTs. Abacus acknowledges the requirement and need to provide a complete WBT of classroom materials for future use by the State. This set of WBTs is developed in conjunction with the WBTs for pre-classroom training.

Key Elements of the Training Materials

By bringing a robust set of materials, we are able to jump start the training development process with the State. Below are some examples of training materials developed for projects of similar size and scope. Note the use of specific scenarios to use the system in a translatable way to how staff perform their current responsibilities. In a recent contact center solution, we implemented a fully remote training schedule consisting of videos to introduce classroom scenarios that keep classroom training engaging and fun. Abacus brings the very best in cutting edge technologies and tools to OMES.

Our experience has taught us that a successful training program requires all stakeholders to come to the table to be a part of the design, development, testing, and implementation of the solution training

program. We know what training methods works for each group and what does not, and we will use this experience and know as we conduct the train-the-trainer sessions and develop the materials needed, per the approved deliverables list, to make that training approach effective.

6. Account Team and Support Provisions outline the Bidder's capabilities of providing world class support and account service.

As our business partner, the State will be our top priority. Starting with the personal attention of both our Program Manager and a dedicated Implementation Manager, the State will have a direct link to our executive team keeping all lines of communication open and available. Our dedicated Program Manager will be supported by a host of back-office individuals ensuring accurate statements and prompt reports. Our key personnel have extensive experience in account management, recruitment, client Interaction, and all other contract related matters.

Abacus is proposing services of following staff members who have the experience, expertise, and capacity to provide all the services required. The State can expect exceptional responsiveness, quality services, and project delivered on or ahead of schedule.

- Sam Akunuri, Founder & COO
- April Szlaga, Vice President
- Robert Teng, IT Manager
- Jon Sipole, Implementation Manager
- Caitlin Clark, Program Manager
- Joel Rodriguez, Training Specialist
- Alanna Erving, HR/Payroll Manager
- Emily Iloff, Recruiting Manager
- Ashok Kaulaskar, Helpdesk Support Lead
- Michael Sica, Quality Assurance Lead

Following are brief descriptions of key client management team member roles along with account management activities are as follows.

Executive Sponsor

The executive sponsor helps facilitate interaction with the State and drives timely and attentive problem resolution. In this role, State's executive sponsor is:

- Present at business reviews and knowledgeable about the contract, the State's structure (including operations and needs), current performance metrics and opportunities for better achieving the State
- Prepared to contact the designated executive within the State at least monthly or as needed
- Available to the State through a personal cell phone number
- Familiar with all departments within our organization and can initiate remedial measures should they be needed

Program Management

State's dedicated Program Manager is the overall owner of our relationship with the State. The Program Manager has overall leadership of the assigned client management team's functions, and primary responsibility for our business relationship. The Program Manager serves as State's strategic point of contact, tasked with achieving and maintaining your overall satisfaction with our services.

The Program Manager works closely with Implementation Manager and client management team to facilitate service readiness for the State's new implementation and to resolve member issues after implementation.

Ongoing Support

Our management team communicates regularly with the State to provide attentive and responsive account service. The client advocate may also participate in regular service meetings with account managers and the State, including performance reviews and remediation planning, if required.

We establish meeting requirements during the implementation stage, including meeting frequency, format, key personnel participation, and custom reports required. We facilitate a collaborative approach for providing the type of account service and reporting that best serves the desired outcomes, needs, and financial objectives of the State.

Rebate Roundtable Managing Current and Future Trend

We invite the State to participate and collaborate in a Rebate Roundtable, a research and discussion forum where our consulting group reviews the State's plan designs, utilization and trend on a quarterly basis. Our team works closely with the State to provide estimates for future rebates, which can include multiple scenarios that compare achieved savings along with the associated strategies and assumptions used to model each scenario across multiple categories on a quarterly basis.

Comprehensive Ongoing Support for The State

We provide the State with a highly competitive and differentiated call center management program that raises the bar on performance and accountability. Along with the comprehensive support from our implementation, account management, government affairs and rebate roundtable, we provide the State with regular reporting that puts actionable insights at your fingertips, including a dashboard to measure program performance and trends. Together, we work collaboratively with the State to set program goals, perform population analysis and benchmarking, and provide insights and recommendations to achieve program goals.

7. Escalation Process outlines the predetermined levels of escalation in the event of an emergency.

Abacus follows a case management escalation structure and has team leads in place to monitor the case resolution and to utilize specialists where needed. Our Customer Service Management enables service and support for external customers, both businesses and consumers. Our customers can reach out for assistance using several communication channels, such as web, email, chat, and phone. Our Customer Support and Service Team will receive OMES communications and work with the OMES to answer questions and resolve issues.

Abacus' Process scope

Our case management scope includes:

- Creating cases through support channels such as web, email, phone, social, and reports.
- Triaging newly created cases to categorize, prioritize, and assign incoming cases to the correct team so that customer gets the reply they deserve within the agreed time frame.
- Resolving all cases as quickly as possible using:
 - Defined resolution processes
 - Knowledge base articles
 - Problem management (root cause analysis)
 - Change management
 - Incident management
- Managing cases escalated due to inactivity, complexity, or customer satisfaction

Abacus' Process objectives

- Our objectives of case management are to:
 - Ensure that standard methods and procedures are used for efficient and prompt case

- response, analysis, documentation, ongoing management, resolution, and reporting.
- Increase visibility and communication of cases to business and support staff.
- Provide as much flexibility in allowing customers to interact with your company through their choice of channels.
- Provide management with the insight into the proper metrics to drive workforce management, resource scheduling, and case prioritization.
- Shorten case closure time by providing effective processes married with the correct technologies to provide effective and efficient collaboration, RCA, and communication processes.

Roles and responsibilities

Each role is assigned to perform specific tasks within the process. Within a specific process, there can be more than one individual associated with a specific role. Additionally, a single individual can assume more than one role within the process although typically not at the same time. The following describes the typical roles defined for case management.

Customer Support Manager

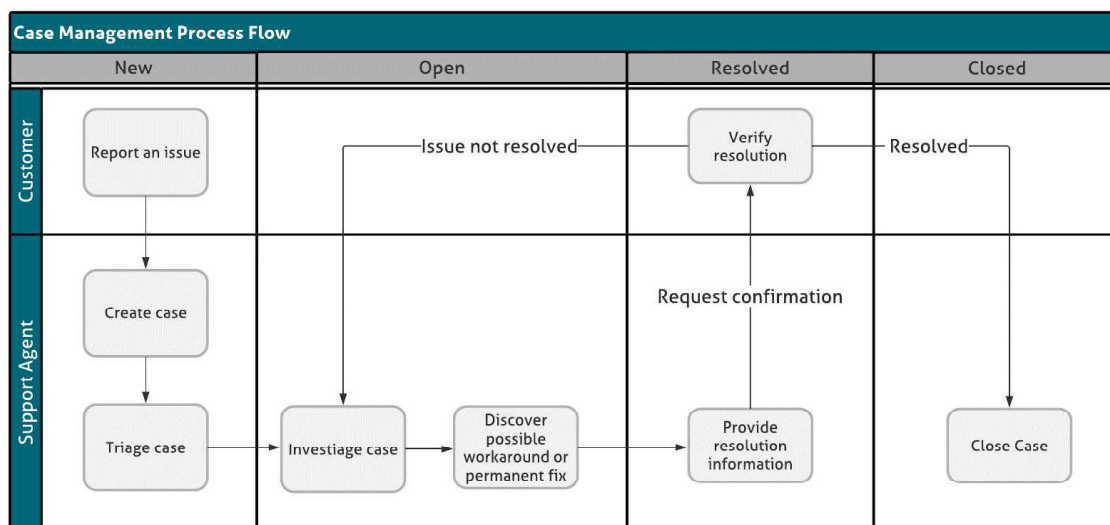
Responsible for:

- Managing support group resources.
- Managing the day-to-day activities of the support group.
- Monitoring and reporting on support performance.
- Taking overall responsibility for case and service request handling.
- Driving the efficiency and effectiveness of the case management process.
- Managing case and chat escalations.

Customer Support Team (Level 1, 2, 3)

Responsible for:

- Recording, owning, monitoring, tracking, and communicating about cases
- Investigating and diagnosing cases
- Engaging with customers and providing resolutions and workarounds to their issues
- Escalating cases to Level 2/3 and/or support managers
- Closing cases



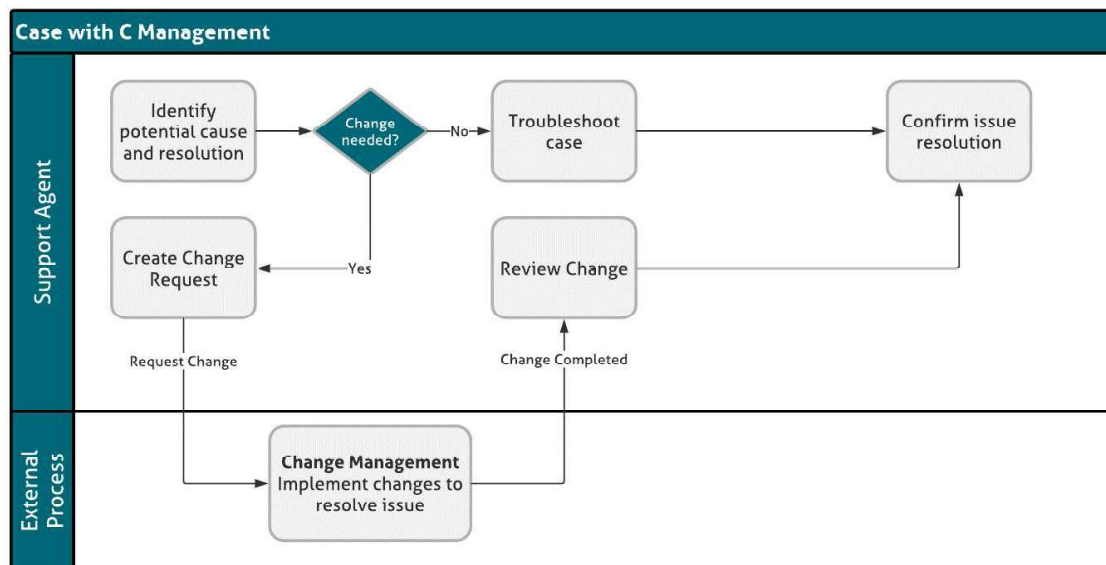
Abacus' Case management process

Our case management process is a set of predefined business processes and activities that are designed to engage, diagnose, and address (fix) customer issues all the while managing the overall customer experience through interactive and effective communications with customers. Our Case management supports the abilities to engage, categorize, route activities, prioritize, assign work, escalate, and manage cases through resolution and reporting. Cases can have one (or more) end results such as incidents, defects, knowledge updates, work order, and/or changes. The case management process assumes an input of a newly created case.

Abacus Case state model

Cases will be tracked throughout their lifecycle to support proper handling and reporting. The state of a case indicates where it is in relation to the lifecycle and helps determine what the next step in the process might be. The typical uses of the base system state values are:

- **New** – In this state, the case has not been accepted or worked by our team.
- **Open** – The case is actively being worked on, which involves when the:
 - Case is assigned to the team, either manually or through assignment rules.
 - Information required by the team to solve case is received from the OMES.
 - OMES rejects the proposed solution.
- **Awaiting Info** – Our team requires some information from the OMES to help solve the case. This pauses the SLA timer.
- **Resolved** – The solution has been proposed to the OMES but not yet confirmed by OMES.
- **Closed** – The record can no longer be updated.
 - OMES satisfaction has been confirmed.
 - OMES did not respond.
- **Cancelled** – The case no longer requires fulfillment.



Case resolved with Change Management

Measurement

Our Key performance indicators (KPIs) evaluate the success of a particular activity toward meeting the critical success factors. Successfully managing KPIs either through repeatedly meeting an objective (maintain) or by making progress toward an objective (increase/decrease). Our Performance Analytics for Customer Service Management provides out-of-the-box dashboards and over 100 KPIs based on best practices. Below are some of the key KPIs:

KPI/metric	Purpose
Percentage of cases resolved within target time, by priority	Measure of how well case SLAs are achieved
Number and percentage of cases resolved, by priority	Measure of the quality of IT services
Number and percentage of cases resolved, by support level	Measure of the efficiency of the case management process
Average user/customer survey score	Measure of customer satisfaction with services

iii. Compliance with Exhibits 2 and 3 of IRS Publication 1075

D. As referenced in subsection 8.2.H, a VPAT; Security Certification and Accreditation Assessment; service level agreements and proposed first draft of Statement of Work, including data migration from the existing system are required to be included in the Bid.

Not Applicable.

E. As referenced in subsection 8.2.I, pricing shall be proposed using the Exhibit 4 titled Services – Tiered Pricing/Consumption Based Pricing.

Abacus has provided the *Exhibit 4 – Tiered Pricing/Consumption Based Pricing* in section 9, as required.

F. As referenced in subsection 8.2.J, value-added products and/or services within scope of the Acquisition may be included in the Bid.

No value-added products and/or services are proposed as a part of the proposed solution.

G. As referenced in subsection 8.2.L, the Bidder must have experience with all aspects of Call/Contact Center logistics, planning and execution for successful partnerships with State of Oklahoma agencies. Bidder should provide two (2) references from government customers of similar scope and size and one (1) reference from private industry for a total of three (3) references where similar work was performed. References must identify which discipline or skill that was provided for each reference given. References provided must contain a contact person with full contact information i.e., Contact person, company, telephone number, mailing address and a valid e-mail address. OMES – ISD is not responsible for references that cannot be contacted.

Abacus has over 17 years of significant call center experience in which we have are providing and managing entire contact center operations for both government and commercial customers. Abacus has delivered similar solutions to The State of Tennessee, The City of Cincinnati, and Tarrant County. In the recent years, our call center associates have delivered excellent services to several commercial agencies as well, including NCR Corporation, Luxottica, Lincare, and Kaiser Permanente.

Below we have provided the requested information for three of our recent projects.

Project #1 – COVID-19 Call Center Services			
Client		The State of Tennessee, Department of Health and Human Services	
Location		Nashville, TN	
Client Reference Contact Info		Dr. Jill Obrebskey (615) 795-8827 jill.obrebskey@tn.gov	
Beginning Date	March 2022	End Date	March 2023
Total Contract Value	\$25M	FTEs Utilized	23
Brief Description of Scope of Work			
The State of Tennessee, Department of Health, awarded Abacus a contract to operate the State's COVID-19 Call Center, a department responsible for handling phone calls from the State's residents located in rural counties.			
The scope of service includes a full-service contact center solution to deploy coordinated public health communications, lab result notification, as well as vaccine communications. The following challenges were identified:			
<ul style="list-style-type: none"> • Extensive training requirements on State's systems and policies, including HIPPA • Integration of proposed solution with State's REDCap system • Multifaceted coordination with the testing company, translation service provider, and contact center provider, Five9 			
Abacus leveraged our contact center technology and healthcare expertise to deploy a team of call center agents			

trained to adhere to State's scripts, policies, and procedures. We implemented Five9 solution to coincide with the utilization of phone calls, phone applications, text messages, emails, to deliver the most comprehensive program, patient-friendly experts, and robust reporting capabilities to the State, its patients, and communities.

Abacus placed 23 bilingual Vaccine Specialists and Testing Specialists skills on the State's program. Our agents are thoroughly trained and certified in HIPAA compliance, cultural sensitivity, and offer exceptional customer service. The agents are cross trained to provide contact tracing support to the State. Our detailed hiring practices and onboarding process ensured our agents are individually mentored and trained to reach their full potential. Abacus is responsible for scaling as needed to handle demand spikes, routinely scaling our bandwidth up or down as necessary. Per day call statistics are as follows:

Test Results

- Outbound calls – 350, Inbound calls – 120

Vaccine scheduling

- Inbound calls – 500

Project #2 – COVID-19 Response Team

Client	The City of Cincinnati, Health Department		
Location	Cincinnati, OH		
Client Reference Contact Info	Melba Moore, Health Commissioner 513-357-7285 melba.moore@cincinnati-oh.gov		
Beginning Date	Jul 2021	End Date	Sep 2022
Total Contract Value	\$1.5M	FTEs Utilized	25

Brief Description of Scope of Work

The City of Cincinnati was seeking a vendor to fulfill the staffing requirements of the Cincinnati Health Department's COVID-19 Response Team which was tasked with running the City's COVID-19 hotline, performing positive case notifications and investigations, and providing vaccine scheduling and clinic support for the general public. Upon the result of this procurement, Abacus was chosen as the sole vendor to meet all the temporary staffing requirements of the City. We supported the City by providing agents in the following areas:

- Special assignment contact tracers, Data support contact tracers
- Daily monitoring contact tracers, Inbound contact tracers
- Vaccine site support, Case Investigators

The biggest challenge while providing services to the City was providing the staff which has flexibility to work onsite at Cincinnati Health Department, during the peak of COVID-19 outbreak. Most call center agents work remotely, however the City of Cincinnati required all agents to be onsite in order to:

- Maintain daily contact with the team supervisor and participate in reporting, training, and other activities as part of the team.
- Conduct outreach to targeted populations for scheduling vaccines.
- Participate in all training to learn procedures for COVID-19 outbreak investigations, symptom tracking; COVID-19 vaccine scheduling.

Upon the execution of the contract, our key personnel assigned for this project held a kickoff meeting and came up with following solution to overcome the challenges:

- We used our recruiting teams who helped us to target the local candidates in the city to meet all COVID-19 restrictions. Local candidates were willing to work onsite as well.
- Abacus' domain specific recruiters responded immediately by pulling candidates from a broad range of resources – including their extensive applicant database and vast advertising channels - and selecting candidates best fitting the skill set and minimum qualification set.
- Recruiters attended online training workshops that helped evaluate candidates virtually.

Outcome

- Abacus placed 25 FTEs within the first week after the execution of contract.
- The project was successfully implemented in July 2021 and is ongoing.
- All positions were filled on-time and within budget.

Project #3 – Claims Processing Support

Client	Kaiser Permanente		
Location	Kaiser Plaza, 19th Floor Oakland, CA 94612		
Client Reference Contact Info	Michelle Huggins, Director Supplier Strategy 401-559-6606 michelle.e.huggins@kp.org		
Beginning Date	2010	End Date	Present
Total Contract Value	\$5M+	FTEs Utilized	375

Brief Description of Scope of Work

One of the largest nonprofit healthcare plans in the United States, Kaiser Permanente has over 12 million members, operating in 39 hospitals and more than 700 medical offices, with over 300,000 personnel, including more than 80,000 physicians and nurses.

Kaiser Permanente was experiencing an increase in insurance claims largely due to COVID-19. Therefore, approximately 100 additional call center representatives were needed to manage claims. These additional call center representatives would be working remotely and require onboarding and training to be conducted remotely as well.

Leveraging our continuously updated database of thousands of pre-screened, qualified call center professionals, Abacus worked with Kaiser to match skill sets and requirements to achieve the best fit for the project. Ultimately, Abacus successfully placed over 100 call center agents within first three months of contract award. Our team coordinated with the Kaiser IT staff to obtain system access and familiarize themselves with operations so the call center representatives could add value on day one of the project. Due to our continues quality approach, Abacus maintains highly productive, dynamic, and mutually beneficial relationships with all stakeholders. This approach delivered deep client satisfaction, a high level of transparency and trust, and ultimately created a solid business relationship with Kaiser.

The project is being successfully implemented since 2020 and Kaiser is happy with our agents' performance. Key outcomes:

- 100+ call center representatives started after completing background checks and trainings.
- Delivery of a solution that enabled rapid identification of qualified talent, high-touch interview process, and remote onboarding guidance.
- Efficient and timely process enabled client to meet increased demands and handle claims more effectively.

H. As referenced in subsection 8.2.M, the following additional company information is required to be included in the Bid:

i. Length of time the Bidder has been in business;

17 years.

ii. A brief description of the company;

Abacus Service Corporation was founded in 2004 by President and COO Sam Akunuri. With offices strategically located throughout the US, Abacus currently has over 500 employees located in 37 states, and works with over 100 clients in various industries, including but not limited to, Government, Healthcare, Information Technology, Education, Automotive, Energy and Utilities, Life Sciences, Defense and Aerospace, Telecommunication, Consumer Products, Technology, Finance, and

Insurance. Abacus is a certified Minority-Owned Business Enterprise (MBE), a Women's Business Enterprise (WBE), and a Women/Minority Business Enterprise (WMBE) firm with 17 years of experience in providing innovative solutions nationwide to State and Federal Government agencies.

iii. Company size and organization;

500+, S-Corporation

iv. The number of years the Bidder has been providing products and/or services of the type requested;

15 years.

v. The core competency of the company ;

- Inbound Call Center - Order Taking Services, Answering Service, Direct Response Call Center, Appointment Scheduling, Help Desk Support
- Outbound Call Center - Sales, Fundraising, Survey, Lead Generation, Data Base Building & Verification, Appointment Setting
- Telemarketing - B2B Campaigns, B2C Campaigns, Automated Services, Cold Calling Services
- Live Chat
- Email Support

vi. Number of employees allocated strictly for research;

25

vii. Number of employees allocated strictly for support;

50+

viii. Number of clients;

100+

ix. Average client size (i.e., employee count); and

5000+

x. Locations where the Bidder's solution has been deployed.

Southfield, MI

I. As referenced in subsection 8.2.N, if a third-party vendor is included as part of a submitted Bid, the following information is required to be included in the Bid for each such third-party vendor:

- i. Company history;
- ii. Relationship to Bidder;
- iii. Clients for which the two entities have worked together; and
- iv. Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution.

Abacus is not utilizing any third party for the execution of this contract.

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

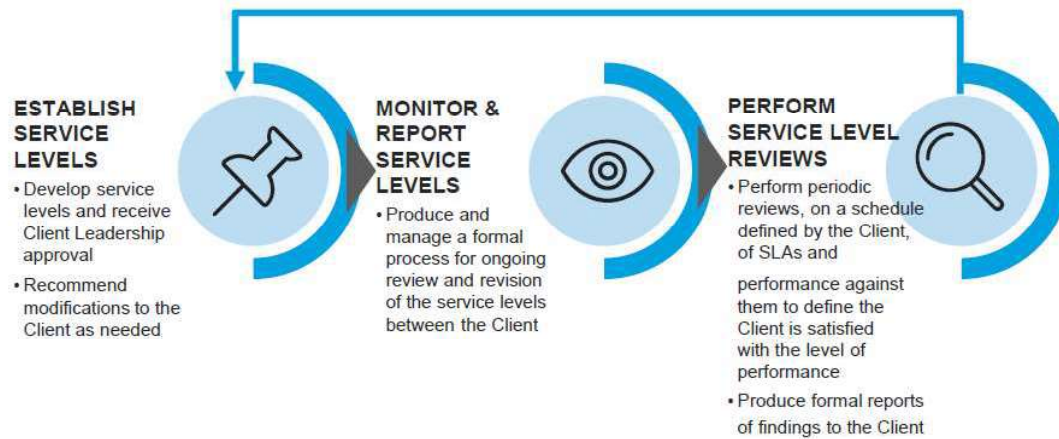
Not Applicable.

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

Filled Security Certification and Accreditation Assessment is provided separately with our proposal response.

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

Once agreed upon SLAs have been established, Abacus will manage and be accountable for the SLAs and will diligently monitor and accurately report to OMES on those service levels. On a periodic basis, as defined by OMES, Abacus will review the service levels. As part of the reviews, Abacus will help OMES identify areas of improvement and provide recommendations on improving service levels.



Abacus has included an example SLA on the following pages. This example details the typical SLAs that we work to, what the performance metrics are, and how we measure success against them. The SLAs below are an example and will be finalized following contract award and put in place ready for the reporting activities starting after Implementation is concluded.

Measurement	Description	Performance Standard
a. Service Level	The service level (SL) quantifies the percentage of calls (X%) answered within a target timeframe (typically within Y seconds). Service levels are to be measured by half-hour or hour increments and reported on a daily, weekly or monthly basis based on Task Order requirements.	<ul style="list-style-type: none"> • 80% of calls are to be answered within 20 seconds. • 100% of all calls are to be answered within 60 seconds. • This metric does not apply to calls that are fully serviced or abandoned in the IVR or an Automated Attendant
b. Average Speed of Answer (ASA)	The average speed of answer (ASA) determines how quickly a call is answered within a target timeframe from the time the call enters the ACD system to the time a live call CSR answers the call. ASA levels are to be measured by half-hour or hour increments and reported on a daily, weekly or monthly basis based on Task Order requirements.	30 seconds

d. In-queue or on-hold time	Hold times for all callers, including Limited English Proficient and hearing-impaired consumers. If hold time will be greater than 2 minutes, the caller should be able to choose to be called back by a CSR.	< 120 seconds in queue or on hold AND 90% of all call backs made within 4 hours.
e. Abandoned Call Rate	The abandonment rate is the percentage of all callers (X%) that hang up once in the ACD or IVR queue within a target timeframe. The abandonment rate is measured either in real time or hourly and shall be reported on a daily, weekly, or monthly basis based on Task Order requirements. Calls that are abandoned by the caller within 5 seconds are excluded from the ACR calculation.	Between 5% to 10%
f. Busy Signal	The percentage of calls unable to get through and receive a busy signal.	< 2%
g. ACD Performance Complaints	The number of callers complaining about Call Center service expressed as a percentage of all calls, as documented by call center tickets for individual case tickets. (Repeat complaints regarding the same incident will not be considered an additional incident.).	< 1%

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

Not Applicable.