



Contract # AR5077

# STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This Contract is between the Division of Purchasing and the following Contractor:

<u>Computer Aid, Inc.</u>		
Name		
<u>1390 Ridgeview Drive</u>		
Address		
<u>Allentown</u>	<u>PA</u>	<u>18104</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Cynthia Sullivan Phone #804-912-7962 Email: Cynthia.Sullivan@cai.io  
Vendor #: VC0000181202 Commodity Code #: 95874, 96130, 91885

2. CONTRACT PORTFOLIO NAME: Managed Service Provider – IT Consultant

3. PROCUREMENT: This Contract is entered into as a result of Solicitation #AE25-16.

4. CONTRACT PERIOD: Effective Date: 2/26/2026, Termination Date: 2/25/2036 unless terminated early or extended in accordance with the terms and conditions of this Contract. Renewal options (if any): None.

5. Prompt Payment Discount (if any): N/A. Price Guarantee Period (if any): Bill Rate Percentage 1.25% is fixed for the life of the contract.

6. Administrative Fee, as described in the Solicitation and Attachment A: 0.50%.

7. ATTACHMENT A: Cooperative Standard Information Technology Terms and Conditions for  Goods and Services, or  IT  
ATTACHMENT B: Scope of Work – Managed Service Provider Solution #AE25-16  
ATTACHMENT C: Cost Form  
ATTACHMENT D: Technical Response - Redacted

**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
- b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor’s response to the Solicitation.

9. Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal Contract binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

### CONTRACTOR

Signed by:	<u>Abe Hunter</u>	<u>Abe Hunter</u>	<u>CRO</u>	<u>11/6/2025</u>
Contractor's Signature		Print Name	Title	Date

### STATE

DocuSigned by:	<u>[Signature]</u>	<u>11/7/2025</u>
C38BE9DAC528424...	Director, Division of Purchasing	Date

**ATTACHMENT A: STATE OF UTAH COOPERATIVE STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS**

The terms below are consistent with the State's standard terms and conditions except for the following that was negotiated, adjusted, and agreed upon by both parties: **23. DATA BREACH RESPONSIBILITIES**

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

**1. DEFINITIONS:**

- a) **“Access to Secure State Facilities, Data, or Technology”** means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.
- b) **“Authorized Persons”** means the Contractor’s employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.
- c) **“Background IP”** means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
- d) **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- e) **“Contract Period”** means the term of this Contract, as set forth in the Contract Signature Page(s).
- f) **“Contract Signature Page(s)”** means the cover page that the Division and Contractor sign.
- g) **“Contractor”** means the individual or entity identified on the Contract Signature Page(s). “Contractor” includes Contractor’s agents, officers, employees, partners, contractors, and Subcontractors at any level.
- h) **“Custom Deliverables”** means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
- i) **“Data Breach”** means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.
- j) **“Division”** means the State of Utah Division of Purchasing.
- k) **“DTS”** means the Utah Division of Technology Services.
- l) **“Eligible User(s)”** means the State of Utah’s government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
- m) **“Federal Criminal Background Check”** means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- n) **“Federal Data”** means all information that originated with a federal entity, including tax information.
- o) **“Good”** means any deliverable not classified as a Custom Deliverable or Service.
- p) **“Intellectual Property Rights”** means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- q) **“Non-Public Data”** means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person’s name; government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information; or Protected Health Information.
- r) **“Procurement Item”** means a Good, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State of Utah under this Contract, including software and Software as a Service.
- s) **“Protected Health Information”** (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
- t) **“Response”** means the Contractor’s bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity’s Solicitation.

- u) **“Security Incident”** means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.
- v) **“Services”** means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.
- w) **“Solicitation”** means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- x) **“Single Sign On”** means the authentication and authorization system operated by the State of Utah for accessing resources operated either by the State or a third party on behalf of the State.
- y) **“X [Software, Platform, Infrastructure, Network, etc.] as a Service (SaaS)”** means an application running on a Contractor’s or State’s cloud infrastructure which is accessible from various client devices through a client interface (e.g. a Web browser, Web-based email, a program interface etc.) For clarity, the State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- z) **“State Data”** means Data that is created, controlled, maintained, owned, or in any way originating from or on behalf of the State of Utah, including confidential information, Non-Public Data, and all data that is the output of computer processing or other electronic manipulation of any data created, controlled, maintained, or in any way originating from the State of Utah, regardless of where such data or output is stored or maintained.. “State of Utah” means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, authorized volunteers, and where applicable, Eligible Users.
- aa) **“StateRAMP dba GovRamp”** means State Risk and Authorization Management Program, which provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services used by state and local governments, public education institutions, and special districts enabling these organizations to validate the security of their third-party IaaS (Infrastructure as a Service), PaaS (Platform as a Service), and/or SaaS (Software as a Service) solutions which process, transmit, store the organization’s data or which could impact data security GovRAMP’s security verification model is based on NIST 800-53 Rev. 5 published by the National Institute of Standards and Technology (NIST).
- bb) **“GovRAMP Verified Status”** means a status indicating that a service provider has met all GovRAMP security requirements related to that status and has been provided with an authorization established by the GovRAMP governing boards including but not limited to Ready, Core, Authorized or Provisionally Authorized.
- cc) **“GovRAMP Progressing Snapshot”** means a program within the GovRAMP framework that utilizes a predetermined set of NIST 800-53 controls for quarterly evaluations and monthly advisory calls. This program aims to identify and address deficiencies in the security of cloud products, ensuring continuous improvement and compliance with GovRAMP standards.
- dd) **“Subcontractors”** includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

**2. ESSENTIAL PROVISIONS:**

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County. (UCA § 63G-6a-1203(4)(f)(ii))
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then the party bringing the claim shall file it and seek to adjudicate it exclusively within the United States District Court for the District of Utah. This paragraph applies only to a claim brought against DTS or the State of Utah to the extent Congress has abrogated the State of Utah’s sovereign immunity. Furthermore, this paragraph is not consent by DTS or the State of Utah to be sued in federal court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah’s Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA § 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User’s funds and used in the exercise of that Eligible User’s essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the

legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract. (UCA § 63G-6a-1203(4)(h))
  - i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
  - j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.
  - k. The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.
  - l. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
  - m. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
  - n. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
  - o. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.
3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and UCA § 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a request for proposal process and to sole sources that are included within a request for proposal.
- 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA § 63G-12-302, Utah Code, as amended.
  - 2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA § 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
  - 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
  - 4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.

- 7. CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations)
- 8. DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
- 9. CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)

#### **10. INDEMNITY AND LIABILITY**

- a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the Division, the Eligible User, or the State of Utah. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to property. (UCA § 63G-6a-1203(4))
- b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§ 63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.
- c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section. (UCA § 63G-6a-1203(4))

- 11. HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS ALL HARDWARE PORTIONS OF ANY GOOD OR CUSTOM DELIVERABLE THAT IT DIRECTLY OR INDIRECTLY PROVIDES FOR A PERIOD OF **ONE YEAR**. ALL WARRANTIES GRANTED TO THE DIVISION AND ELIGIBLE USERS BY THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH APPLY TO THIS CONTRACT. PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED. CONTRACTOR WARRANTS THAT THE HARDWARE: (A) WILL PERFORM AS SPECIFIED IN THE RESPONSE; (B) WILL LIVE UP TO ALL SPECIFIC CLAIMS LISTED IN THE RESPONSE; (C) WILL BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH THE HARDWARE IS USED; (D) WILL BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE DIVISION HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE DIVISION ABOUT THE HARDWARE IN THE RESPONSE; (E) THE HARDWARE HAS BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (F) IS FREE OF SIGNIFICANT DEFECTS.
- 12. SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE ELIGIBLE USER HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER

WHEN IT ADVISED THE STATE ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

13. **WARRANTY REMEDIES:** Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.
14. **UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work. Contractor shall keep any applicable hardware, software, middleware, and application plugins up to date and in a state of good repair. All patches, critical vulnerabilities, and/or hardware issues must be addressed based on response times by criticality as laid out in the SOW. If the State hosts the solution, then Contractor may request such maintenance from the DTS hosting team.
15. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.
16. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.
17. **PHYSICAL DELIVERY:** All non-electronic deliveries will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User except as to latent defects, fraud, and Contractor's warranty obligations.
18. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
19. **ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible User shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

20. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
  - a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
    - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
    - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
    - 3) Contractor shall comply with all applicable FedRAMP or GovRAMP security requirements, including but not limited to, continuous monitoring, incident response, and data classification as outlined in GovRAMP documentation.
  - b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). Data access must incorporate the

principles of test privilege and be physically and technologically controlled. The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.

- c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
- d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
- e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.
- f. **State Data Encryption:** Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
- g. **Authentication:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection. All systems that require authentication must use the Single Sign On solution operated by the State of Utah. This may be accomplished through federation using standard authentication protocols or direct integration into the vendor supplied application. If the Goods or Services, or both, are to be accessed or used by both Internal (state employees, contractors, etc.) and External (public, etc.) users, then the Goods and Services must be able to be integrated with multiple identity providers at the same time.
- h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
- i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.
- j. **State Data Destruction:** No sooner than 60 days but no later than 90 days following the expiration or termination of this Contract, and only after ensuring compliance with Section 32 (Ownership, Protection, and Return of Documents and Data) of this Attachment A, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.
- k. **Services Shall Be Performed Within the United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
- l. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
- m. **Federal Data Protection:** Contractor shall store all Federal Data in a manner that, at all times, is physically and electronically secure from access by unauthorized persons. Contractor shall employ both physical and technological barriers to prevent unauthorized retrieval of Federal Data via computer, remote terminal, or other means. Federal Data must be subject to separation-of-duties protocols and provided only to those with a need to know.
  - 1) Contractor shall store each query for Federal Data in Contractor's system (including read-only and system access events that do not result in a change to data or a new transaction) as a separate record, not overlaid by subsequent records. All viewing of Federal Data must be recorded by a fully-automated audit trail system, which can be via an online query, automated report, batch processing, or any other logical means. Access to the audit file must be restricted to authorized users with a need to know and be maintained for a minimum of three years or the amount of time required by a federal agency, whichever is greater.
  - 2) Contractor shall delete, purge, destroy, or return to the State of Utah all Federal Data upon termination of the Contract with no output retained by Contractor. If immediate purging is not possible, Contractor shall certify that any Federal Data in physical or electronic storage will remain safeguarded to prevent unauthorized disclosure. Contractor agrees to abide by all relevant federal laws, restrictions on access, use, disclosure, and security requirements in the State's data exchange agreement with the social security administration, including receipt of security awareness training by Contractor's employees who have access to Federal Data through this Contract. Contractor shall permit the State to conduct, at least once every three years and upon prior notice, a review to verify that the Contract is in compliance with the State's agreement with the social security administration.
  - 3) Federal Data may be used only for the purpose of carrying out the provisions of the Contract. Federal Data must be treated as confidential and may not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract.
  - 4) All computer systems receiving, processing, storing, or transmitting Federal Data must meet the requirements set forth by the applicable federal agency

**21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall immediately inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.

- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
- b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
- c. **Breach Reporting Requirements:** As required by UCA § 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.

**22. DATA BREACH.** In the event of a data breach, liability for notification, remedial costs, and damages are the responsibility of the Party whose environment was breached.

**23. DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy*). In the event of a Data Breach or other event requiring notification under applicable law (UCA § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) 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 relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages resulting from direct action or negligence of the Contractor or its subcontractors or agents.

**24. STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

**25. CONFIDENTIALITY:** This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

**26. Reserved**

**27. OWNERSHIP IN INTELLECTUAL PROPERTY:** The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

**28. OWNERSHIP IN CUSTOM DELIVERABLES:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to the Eligible User. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to the Eligible User, subject to the following:

- a. Contractor has received payment for the Custom Deliverables,
- b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.

- c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by the Eligible User.

Contractor shall grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for the Eligible User to use the Custom Deliverables.

29. **LICENSE FOR GOODS:** For the Goods delivered that include Contractor's scripts and code and are not considered Custom Deliverables, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for the Eligible User's internal business operation under this Contract
30. **OWNERSHIP, PROTECTION, AND USE OF RECORDS:** The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User. This includes information in anonymized or aggregated formats.
31. **OWNERSHIP, PROTECTION, AND USE OF DATA:** The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User.
32. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.
33. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User upon its request at any time during the Contract Period, as well as within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used. The Contractor shall pay the costs for returning documents and data to the Eligible User except as specified in this Contract.
34. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.
35. **PAYMENT AND NOTICE:**
  - a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with UCA § 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.
  - b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). Eligible Users will not pay electronic payment fees of any kind.
  - c. Any written protest of the final contract payment must be filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
  - d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.
36. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** The Contractor shall maintain the following insurance coverage:
  - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
  - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.

- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. If the Procurement Item is Software as a Service, Cyber Security Coverage from an insurance company that meet or exceeds industry standards. The insurance policy must cover data breach and privacy/cyber liability including technology errors and omissions and professional liability. The limits may not be less than \$5,000,000.00 aggregate.
- e. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination. (UCA § 63G-6a-1203)

**ADDITIONAL INSURANCE REQUIREMENTS:**

- f. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
- g. Any other insurance policies described or referenced in the Solicitation for this Contract.
- h. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
- i. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

**37. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

**38. TERMINATION:** This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given ten (10) calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience) by the Division, upon thirty (30) calendar days written termination notice being given to the Contractor. The Division and the Contractor may agree to terminate this Contract, in whole or in part, at any time by mutual written agreement.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

**39. TERMINATION UPON DEFAULT:** In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages.

**40. SUSPENSION OF WORK:** The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.

**41. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.

**42. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

**43. CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

**44. SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d)

Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

#### 45. RELEVANT STATE AND FEDERAL LAWS

- a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including UCA § 63G-6a-2404, Utah Procurement Code, as amended.
- b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (UCA § 63G-6a-2404, Utah Procurement Code, as amended).
- c. **Contact Information:** Per UCA §§ 63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.
- d. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
- e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

#### 46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

- a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, industry standards and applicable GovRAMP requirements. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, industry standards and applicable GovRAMP requirements.
- b. **Monitor Performance:** The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
- c. **GovRAMP Continuous Monitoring** – The Contractor will be required to grant access to GovRAMP Continuous Monitoring and reporting upon intent to award for a product utilizing a GovRAMP Security Progressing Snapshot, Core, Ready, Provisionally Authorized or Authorized status throughout the life of the contract. The Division reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.

**47. TIME IS OF THE ESSENCE:** The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

**48. STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

**49. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

**50. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

**51. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual

customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

**52. QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

**53. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

**54. REPORTS AND FEES:**

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division’s Automated Vendor Usage Management System. Checks will be payable to the “State of Utah Division of Purchasing” and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division’s Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor.Report> **Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

c. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

**55. Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

**56. ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any “economic boycott” nor a “boycott of the State of Israel” as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

**57. END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

**58. COMPLIANCE WITH NIST 800.53** If Contractor is developing software for the State or providing Goods or Custom Deliverables or performing Services which have the potential to cause any form of outage or to modify any State of Utah infrastructure, Contractor shall comply with current standards set forth and maintained by the National Institute of Standards and Technology, NIST 800-53 (Rev 5 or current version). For cloud solutions, Contractor shall comply with either FedRAMP or GovRAMP requirements at a Public Control Baseline of (Low, Moderate, or High), as applicable. All cloud service products that process, store, transmit and/or could impact government data must either be FedRAMP authorized or enrolled in the GovRAMP Progressing Snapshot Program or demonstrate compliance with a GovRAMP status (Ready, Provisionally Authorized, or Authorized) with a Public Control Baseline of (Low, Moderate, or High), as required by the State of Utah. Requirements related to each status are outlined below.

1. **GovRAMP Progressing Security Snapshot Program.** Products without a GovRAMP status of Core, Ready, Authorized, or Provisionally Authorized, must enroll in the GovRAMP Progressing Security Snapshot Program, complete quarterly Snapshots, and provide monthly progress reporting to GovRAMP until GovRAMP Core, GovRAMP Ready, GovRAMP Provisionally Authorized, or GovRAMP Authorized status is obtained. If a GovRAMP Core, Ready, Authorized or Provisionally Authorized status is required, it must be obtained within the timeframes established in the corresponding solicitation or contract documents. Subsequent Security Snapshots should reflect progress toward increased security controls and GovRAMP status. Government must be granted visibility and access through GovRAMP for continuous monitoring as requested.
2. **GovRAMP Core.** Products with a GovRAMP Core status must maintain GovRAMP Core status for the duration of the contract, unless a higher status is required by the corresponding solicitation or contract documents. Government must be granted visibility and access through GovRAMP for continuous monitoring as requested.
3. **GovRAMP Ready.** Products with GovRAMP Ready status must maintain GovRAMP Ready status for the duration of the contract. Government must be granted visibility and access through GovRAMP for continuous monitoring as requested.

4. **GovRAMP Authorized and GovRAMP Provisionally Authorized.** Products with GovRAMP Authorized or GovRAMP Provisionally Authorized status must maintain either a GovRAMP Authorized status or a GovRAMP Provisionally Authorized status for the duration of the contract. Government must be granted visibility and access through GovRAMP for continuous monitoring as requested.

If the contractor fails to maintain or achieve the security requirements outlined above, the Contractor may be subject to liquidated damages and/or the Division may reevaluate the terms of the contract and determine whether the failure to comply justifies contract termination.

59. **USE OF AI OR STATE SUB DOMAIN:** Contractor must inform the Eligible Users of any generative Artificial Intelligence (“AI”) in the Goods or Services being contracted for prior to providing those Goods or Services to the State. Additionally, Utilization of generative AI in the creation of Goods and Services impacting the State’s Intellectual Property Rights shall include annotations sufficient to comply with DTS POLICY 4000-0008 Enterprise Generative AI Policy.
  - a. Contractor is prohibited from using Eligible Users materials or data in generative AI queries without prior written permission from the Eligible User, as well as from building or training proprietary generative AI programs. Contractor attests that its AI models use only properly licensed material. Should Contract be found in violation of this requirement, Contractor shall fully indemnify and defend Eligible Users from all claims related thereto. Furthermore, should Contractor learn that Eligible Users materials or Data has been used in generative AI queries without permission from the Eligible User, Contractor shall immediately notify the Eligible Users of the use and cover the full expense of any remediation.
  - b. Contractor shall support usage of a utah.gov subdomain according to R895-4 for Goods and Services that will be made available to non-state users.
60. **PUBLICITY and WEBSITE BRANDING:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. Contractor shall only use the approved executive branch agency, and/or State of Utah logo on websites produced under terms of this Contract. It is within the Division’s sole discretion whether to provide approval, which approval must be in writing
61. **DEVELOPMENT, TEST, AND PRODUCTION ENVIRONMENTS:** If Goods or Services under this Contract are Contractor-hosted, the Contractor shall include three environments throughout the term of the Contract: a development, test, and production environment. Regular refreshes to the database or application or both will be requested. To perform an application refresh, all developers involved in the project, whether from the Contractor or the State, will need to approve in writing the refresh request to prevent any code from being deleted without a prior backup. The cost to configure and maintain these environments is included in the Contract price and will not be charged beyond the amount noted on the Contract Cover Page.
  - a. If a development or test region is promoted to production, that region must have all of the required security and privacy controls and audit requirements prior to promotion.
  - b. If the application cannot perform a production refresh after the application is live, then a secondary environment for testing must be created by Contractor.
  - c. If the Contractor receives written approval by the State of Utah, not to provide the three separate environments required by the first paragraph of this section 61, then Contractor shall configure the production environment with dummy or test accounts that have the ability to go through the full application process without causing or creating data or cost discrepancies. Additionally, a device or mechanism, such as a feature flag/banner announcement to call out new features to the user, or canary releases to allow for gradual release to smaller sets of users, must be included. Logging must be enabled in order to identify and diagnose issues and to fulfill audit and regulatory requirements, including security frameworks such as NIST and OWASP. A/B testing, automated testing, and incremental rollouts must also be considered and clarified in lettered additions to this Section 16 (e.g. “d,” “e,” etc.). A way of communicating upcoming changes via notification, alerts, emails, and updates must be available. Contractor shall make clearly defined fallback strategies and rollback plans available prior to any code promotion

(Revision Date: 06/30/2025)

## 1.1 Introduction

The purpose of this contract is to provide a managed service provider (MSP) program that will deliver time and materials Information Technology (IT) services in an end-to-end technology solution as defined in this document.

“Managed Services Provider (MSP) Program,” is considered a structured initiative where the State outsources the management of its subcontractor workforce to a third-party contractor.

“Scope of Work” (SOW) is considered a detailed outline of the specific tasks, deliverables, timelines, and responsibilities for a staff augmentation position or a milestone/deliverable project.

“State MSP Coordinator” is the assigned Department of Government Operations (DGO) Division of Technology Services (DTS) Contract Analyst assigned to manage the executive branch agency usage under the associated contract.

“Subcontractors” includes any additional contractors, vendors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of the Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this contract.

“Vendor Management System” (VMS) is referring to an existing web-based vendor provided and maintained software platform that streamlines and optimizes the process of managing the State’s secondary solicitation with its vendors specific to this contract which includes posting secondary solicitations, sending out solicitation notifications, collecting bid responses, subcontractor time/deliverable submission, and time/deliverable approvals.

Other categories of staff augmentation services and milestone/deliverable projects may be considered and added to the contract.

This State of Utah Cooperative Contract will be for the benefit of all Utah public entities, nonprofit organizations, and agencies of the federal government, i.e. State of Utah departments, agencies, and institutions, political subdivisions (colleges, universities, school districts, special service districts, cities and counties, etc.).

## 1.2 Background

This contract is for the managed service provider – IT consultant portfolio to provide temporary IT consulting services/staff augmentation services, which is to follow the expiring contract 8/25/2026, with implementation beginning on or after 2/26/2026. Currently, the scopes of work resulting from this program do not exceed five (5) years. The State estimates that during the expiring contract it has processed on average forty new scopes of work per year and had a statewide spend of \$230 million since 2016 for the IT consulting services (which includes inflated spend due to COVID). These figures are only an estimate and are not to be construed as an amount to be offered or guaranteed under this contract.

The State of Utah Division of Purchasing does not guarantee any purchase amount under the awarded contract. Estimated quantities are not to be construed as a guarantee.

### **1.3 Standard Contract Terms and Conditions**

The contract will include, but will not be limited to:

State of Utah Cooperative Standard Information Technology Terms and Conditions (Attachment A)

### **1.4 Discussions**

Intentionally removed.

## **PART 2: SCOPE OF SERVICES AND REQUIREMENTS**

### **2.1 Requirements**

The Contractor agrees to the mandatory minimum requirements as follows:

#### **2.1a Provide MSP Services for IT Consulting Services.**

The Contractor has been providing MSP services for IT consulting for a minimum of 5 years.

#### **2.1b Dedicated Employee with Backup Personnel.**

The Contractor will provide a dedicated employee 5 days a week 8am - 5pm located in Salt Lake City, Utah or surrounding area to facilitate the MSP, accounting, and the State's use of the Contractor's VMS throughout the duration of this contract. This dedicated employee will be provided at no additional charge to the State and is a value added benefit. The state cannot guarantee the dedicated employee full time work from the Executive Branch Agencies and non-state use of the contract at the beginning of or through the life of the contract; however, the State requires that at any point of the contract the dedicated employee be available to cover such a workload. If the workload requires, the State may need additional dedicated employees to be added to accommodate any increases as needed. Backup personnel must also be available if the dedicated employee is out for any reason and must also build a working relationship with the State MSP Coordinator and understand all of the processes and State needs.

#### **2.1c Supply a Managed Service Provider Solution.**

The Contractor must supply a managed service provider solution with an existing online VMS that includes the following reporting, support, processes, components, and attributes:

##### **2.1c(1) Managed Service Provider Solution:**

**1.1** Delivery of the entire solution (including implementation, training, supplier registration and management, VMS access configuration/integration, and contractor staffing) will be at NO cost to the State or Eligible Users.

**1.2** The Contractor will generate revenue by charging subcontractors a percentage of total receivables, which is specified in Attachment C - Cost Form.

**1.3** The Contractor must send out staffing requests to all suppliers through an online bidding system.

**1.4** The Contractor will help the State transition existing subcontractors and current scopes of work to their vendor management solution so that there is continuity in personnel with no interruption of services for the remaining term of existing SOWs.

**1.5** The Contractor must facilitate subcontractor on-boarding (process by which you bring service providers into the managed service provider solution) and management. The State requires all qualified subcontractors to be notified of each opportunity so that each potential subcontractor has a fair and equitable opportunity to provide IT staff augmentation or fixed bid/milestone services to the State.

**1.6** Contractor will ensure suppliers conduct a 10 panel candidate drug screening process and only allow resources who pass to be onboarded. This is required for all Executive Branch agency scopes of work.

- Drug tests will be completed by Contractor through their own contracted drug testing facility - if consultant is on any prescription meds that would cause them to fail, a copy of the doctor’s prescription must be given to the Contractor’s drug testing company for review as part of the collection process
- Contractor’s drug testing company must complete a 10-panel test for the following based on the levels identified below

Urine Substance Abuse Panel		Initial Test Level	MS Confirm Test Level
AMPHETAMINES	Negative	1000 ng/mL	500 ng/mL
BARBITURATES	Negative	300 ng/mL	200 ng/mL
BENZODIAZEPINES	Negative	300 ng/mL	200 ng/mL
COCAINE METABOLITES	Negative	300 ng/mL	150 ng/mL
MARIJUANA METABOLITES	Negative	50 ng/mL	15 ng/mL
METHADONE	Negative	300 ng/mL	200 ng/mL
OPIATES	Negative	300 ng/mL	300 ng/mL
OXYCODONES	Negative	100 ng/mL	100 ng/mL
PHENCYCLIDINE	Negative	25 ng/mL	25 ng/mL
PROPOXYPHENE	Negative	300 ng/mL	200 ng/mL

- Contractor must indicate to the State entity any failures from the drug testing company

1.7 Contractor will provide project scope of work development as needed, scope of work distribution, collection of candidate submissions, interview scheduling, automatic and flexible candidate ranking methodologies, and online candidate testing where needed. The Contractor will provide scalability and flexibility to unique State needs. The Contractor will also provide the comparable market rate based Utah job title comparisons for each position when providing the cost responses.

### **2.1c(2) Online Vendor Management System:**

2.1 The contractor will ensure the VMS is an interactive web-based system and meets the security requirements in the IT Terms and Conditions including being hosted in the US, backed-up externally and is available 24/7 with a 99.98% uptime record.

2.2 State of Utah and all authorized end users will retain the rights to all data entered into the MSP system. The contractor must retain all data through the life of the contract and provide an export of all data and attachments at the end of the contract.

2.3 Must integrate with State of Utah systems if needed (the State is currently implementing a new Human Resource Management system that we may need to integrate with). On-line search and query functions. User-friendly navigation.

2.4 All approved SOWs must be posted via the VMS for vendor review and bid submissions. All vendor bids and/or vendor candidates must be submitted through the VMS for screening.

2.5 Must identify MSP program assignments by project name, assigned state manager, resource legal name, vendor, state agency, cost center, and purchase order.

2.6 At the time of contract execution, the product must be enrolled in the GovRAMP Progressing Snapshot Program and remain in the program until a verified status is achieved.

- The product must achieve a verified status of GovRAMP Core no later than 12 months after the date of contract execution.
- If the Contractor fails to maintain or achieve the security requirements outlined above, the Contractor may be subject to liquidated damages and/or the State of Utah may reevaluate the terms of the contract and determine whether the failure to comply justifies contract termination.

### **2.1c(3) Reporting, Training, Processes, Components, and Attributes:**

**3.1** Contractor will provide an MSP program state manager landing webpage that may include the following:

- (a) Contractor provided online forms for MSP program submission requests, amendment requests, and offboarding requests (all forms must be then emailed to the DTS MSP manager once filled out for processing before being sent to the MSP for posting);
- (b) links for any associated program and/or State processes per the requirements of the State if needed;
- (c) links to training documents/videos.

**3.2** Monthly state manager meetings with provided and structured MSP program training. Training to be coordinated through the State MSP Coordinator for the executive branch agencies. All completed monthly state manager Training to be posted and accessible via the MSP program state manager landing webpage.

**3.3** Must regularly review and update all associated forms as needed by the State.

**3.4** Resource on-boarding (assisting with agency on-boarding requirements such as background checks, training candidates on time entry, etc.) including coordinating drug testing.

**3.5** Resource offboarding (process by which the resource assignment ends) and subcontractor personnel offboarding coordination (return of State equipment, final billing, resource assignment accesses, etc.)

**3.6** Reporting (standard and ad hoc). Must send monthly and quarterly export reports to facilitate State internal processes. Reports by default should include time worked by assignment, the associated project cost center, assigned state manager, subcontractor personnel legal name, assignment start and termination date, and assignment budget versus actual spend. Additional reporting on all subcontractor/personnel recruitment and/or performance as requested by the State.

**3.7** For the Executive Branch Agency usage, the Contractor must provide a weekly billing report first thing Monday morning that the State can use to do internal charge back. Billing reports must be sent the morning of the first business day of the month and match the invoice exactly for things billed to DTS for the month prior of all approved hours/milestones/deliverables. The report must contain the information and be in the format required by DTS which includes, but is not limited to, the cost center, the SOW #, the total cost, the project name, the subcontractor name, the subcontractor personnel name/milestone/deliverable, the week end date, the customer name, the date and number of the invoice, total hours, and the PO number.

## **2.1d Compliance with the Law, and Maintaining Associated Records.**

Management of the MSP will be required to comply with the Utah Procurement Code 63G-6a-410 and 63G-6a-507 and to keep records of all documents related to the solicitation and selection of candidates through the life of the contract.

### **2.1e Responsibility and Liability for Suppliers' Work and Actions.**

The State requires that the selected Contractor be responsible and liable for the work and actions of any Subcontractor used to fulfill contractual obligations. The selected Contractor will work with the State on addressing any issues or taking disciplinary actions if needed for specific subcontractor personnel (working with the subcontractor), or subcontractors. The Contractor will keep record of any issues that arise and any actions taken. The State reserves the right to remove any Subcontractor from this program at its discretion. Removed Subcontractors will no longer be eligible to participate in this program.

The selected Contractor must pass on to subcontractors and ensure they adhere to all contract terms and conditions through secondary signed agreements between the Contractor and subcontractor.

### **2.1f High Level Quality Control Standards and Service.**

The State expects that the Contractor will demonstrate a high level of quality control standards and service to their clients. For the Executive Branch Agencies purchasing IT consulting, the Contractor will be required to follow current State of Utah Department of Government Operations Division of Technology Services processes and procedures for background check and on-boarding processes and ensure that no SOW is processed unless it has gone through the correct processes.

The Contractor will be allowed a ninety (90) day grace period during the implementation phase of the contract to ramp up services. After the ninety (90) day grace period, tracking and reporting for all specified performance metrics should begin. The first report shall be due to the State contract manager one (1) month after the grace period ends.

#### **2.1f(1) Supplier and Resource Performance.**

**1.1** The Contractor must monitor and manage supplier performance to include maintaining a tiered supplier ranking system based on supplier program adherence, supplier participation and supplier performance.

**1.2** Initial candidate screenings will be completed by the Contractor for all submitted and State approved SOWs.

**1.3** The Contractor agrees to only submit subcontractor personnel who are able to pass a criminal background check prior to being recommended to state hiring managers and only submit those who meet the requirements outlined in the SOWs, including but not limited to technical requirements, licensing/certifications, malpractice insurance, disciplinary actions on licensing, etc.

**1.4** All interviews will be conducted by the specified State hiring manager and committee participants.

**1.5** After a resource is selected and onboarded for a particular agency or project, and the agency determines within the first week (five (5) business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and the State shall not pay for the work conducted by the unacceptable resource.

**2.1f(2) Annual State Performance Review**

An annual meeting will be held with the State to review the quality of service provided to the State by the Contractor. In the first meeting after award, the State and Contractor will develop subcontractor and subcontractor personnel performance evaluation criteria and processes to be included in the Contractor/subcontractor agreements. During the subsequent annual meetings, the State will evaluate the Contractor on a variety of performance criteria, including, but not limited to, the Contractor performance, Supplier performance and individual resource performance. If any service deficiencies are identified across the entire contract, the Contractor and the State representatives will determine a plan of action to ensure that the level of service improves. Remedies for missing specific performance targets may be imposed by the State. Poor performance will result in additional meetings to evaluate ongoing performance improvement.

**2.1** The State has developed a set of minimum performance standards, defined in the table below that the Contractor will need to agree to and meet or exceed in order to be in good standing. Contractor’s system must be able to track these standards, by service category, and SLA reports submitted, at a minimum, to the State annually unless otherwise requested. Pricing submitted through the Cost Proposal will need to reflect these SLAs. The Contractor must commit to or exceed these minimum SLAs. The SLAs may be reviewed monthly by the State contract manager at the State’s discretion to identify any issues requiring immediate attention and may be reviewed again during the annual meetings between the State and the Contractor, as defined in this section. Additional SLAs may be negotiated in individual SOWs as needed.

Performance Metric	Contractor Goal	Performance Target	Description	Period
Requisition Confirmation Response time	1 business day	92% or higher	Measures average response time from receipt of request to confirmation of request receipt.	Annual
New posting timeframe	3 business days	92% or higher		Annual
Resume Submittal Response time	1 business day	92% or higher	Measures average response time from close of proposal to delivery of first candidate's resume.	Annual

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Contractor Submission Volume	10 or more resumes	92% or higher	Measures amount of qualified contractor submissions	Annual
Normal Fill Rate	NA	92% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions	Annual
Onboarding Submission	3 business days	92% or higher	Measures average response time from requisition offer acceptance to onboarding submission documentation.	Annual
Attrition Rate	NA	10% or lower	Measures resource turnover due to unplanned situations that are not caused by the State, does not include death, serious illness, changes in economy etc.	Annual
Unqualified candidate	NA	5% or lower	Measures resource turnover due to candidates being unqualified, not meeting background checks, certification/licensing lapse, or inadequate resource performance.	Annual
Contractor Equipment Return	3 business days	92% or higher		Annual
Customer Service Survey Results	Monthly survey of the satisfaction of the agency requestor with the resource(s) placed at that agency by the Contractor. The survey will highlight positive and negative points about the contractor's processes and resources in order to identify areas for improvement. The State Contract Manager will review and include overall results as part of the scorecard.			

**2.2** Once a final scorecard, which will include the above performance metrics, has been developed, the State may calculate a score annually for the contractor’s overall performance. If the score is below the minimum threshold, as agreed upon by the Contractor and the State, the following actions will be taken:

**2.2a.** A discussion will take place between the Contractor representatives and the State. The Contractor will be given a warning, and a plan will be developed to improve on the problem areas within two (2) months.

**2.2b.** If a second monthly review occurs with minimal or no improvement in the problem areas, the Contractor will be placed on probation, and the Contractor will be given three (3) months to improve their overall service score.

**2.2c.** Any further occurrences during probation may result in contract termination at which point the State reserves the right to resolicit for another Contractor.

**2.2 Detailed Scope of Work and Additional Requirements**

The Contractor will provide a complete MSP solution to manage the time and materials for an IT staff augmentation and fixed bid/milestone program. The Contractor will manage a subcontractor network that will meet all of the end user’s IT staff augmentation or fixed bid project requirements.

The Contractor should provide a full services model which will include but not be limited to a local program manager, consultation with end user staff, managing and mentoring of the supplier network, and flexible candidate screening process.

The Contractor is expected to manage all subcontractor personnel sourcing and ongoing administration of the outlined MSP program.

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For all State Executive Branch Agencies, the Contractor must first have an approved scope of work submitted by the DGO Division of Technology Services before requesting contractor responses.

For all State Non-Executive Branch Agencies, there may be an additional posting, SOW and/or process requirements outside of the required State Executive Branch policies.

All project scopes of work that the Contractor authorizes under this program shall not exceed five (5) years in length. Any project that may need to exceed the five (5) year limit, must first be preauthorized on a case-by-case basis from the State. Projects may exceed the MSP contract expiration date with the expectation that the Contractor of a re-solicited contract will take on those projects for the remainder of their term.

Project scopes of work may be submitted for any amount. However, once awarded, the Contractor cannot allow the spend to exceed the awarded amount without first obtaining an approved amendment from the State.

Hourly rates or deliverables must be all inclusive and include any associated travel expenses. The State shall not be responsible for any additional expenses of any kind incurred by the subcontractor or subcontractor personnel resources in the performance of any services under this contract.

The Contractor may not sell software or hardware specific to a project scope of work under the awarded contract. All software or hardware needed in the course of fulfilling the requirements of a scope of work must be purchased by the State through the State's Best Value Cooperative Contracts or other appropriate procurement method outlined in the State's Procurement Code. This contract is specific to consulting services only.

The Contractor and subcontracted suppliers and their personnel shall conform in all respects with regard to physical, fire and security & safety regulations while on the State's premises. In the event that a resource fails to adhere to the State's directions or security & safety regulations, leaves the project voluntarily, or demonstrates that they are not qualified to perform the required duties, including failure to perform to the specifications within the SOW, within the first week (five (5) business days), the State shall notify the Contractor and the resource shall be replaced as soon as possible, and the State shall not be invoiced or pay for the work conducted by the unacceptable resource.

If the State determines that it would be in the State's best interest to hire, as a State employee, a resource from a subcontractor participating in the program after the resource has worked a period of nine hundred and sixty (960) hours, upon agreement by the resource, the subcontractor will release the selected resource from any non-compete agreements that may be in effect. This release will be at no cost to the State, contractor, or the resource.

When a subcontractor resource leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, issued equipment, etc. If such items are not returned to the State within five (5) working days, the State shall send an invoice to the Contractor for the exact replacement cost which shall include any changes required to prevent a security breach (IE rekeying locks, etc.). The Contractor shall pay this invoice within ten (10) business days.

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The Contractor will assist in data collection for monthly/quarterly reporting and provide a quarterly report to the State identifying all active candidates by legal name working on scopes of work. Monthly reports must also be generated to show the spend across all projects. The MSP will be responsible for and reach out to state managers whose project spend, or project duration, is close to ending.

The Contractor will facilitate annual contract review meetings to review their performance and service level metrics.

The Contractor must onboard new subcontractors during this contract.

The Contractor is not to show preference or bias towards any subcontractor or candidate. The Contractor is not allowed to provide candidates for consideration that they employ directly; only 3rd party subcontractors or candidates that they manage will be submitted for evaluation.

The Contractor will facilitate all onboarding requirement tasks with the associated contractors for any selected candidates with coordination with the State and their processes.

The Contractor will utilize their VMS to automate and support the IT staff augmentation and fixed bid/milestone lifecycle and to provide standard and customized reports to the end users.

The VMS receive timesheet data via excel/csv file from a download from our current time entry system. However, the State reserves the right to explore an interface with any State's system that manages/approves time to automate the requisition and invoicing process, with such definitions to be mutually agreed upon by the parties. The State will provide all necessary technical requirements and appropriate access to personnel and/or file structures on a timely basis to perform such work. The Contractor will provide standard reports, as well as a reasonable amount of management reports and user defined reports (ad hoc), available in hard copy and online either on request or scheduled.

The managed service provider solution must be able to adapt to the State's various processes with extensive workflow configurability.

Within three (3) weeks of the contract execution date, the Contractor will provide a project plan to implement the managed service provider solution specific to the IT category for the Executive Branch. During implementation they will report progress and identify and work with the State to resolve issues.

The implementation of the managed service provider solution must not exceed (180) days from the contract execution; this shall include registration of existing subcontractors, transfer of existing projects to the new program, solicitation and registration of new subcontractors, and training of the initial pool of subcontractors, as well as end user training. This portion of the solution must be live no later than August 25th 2026. The Contractor will provide a comprehensive plan to transition all existing staffing subcontractors and current projects/resources to the managed service provider solution. The State will provide assistance in contacting the existing suppliers that may be interested in participating.

All invoices must list the PO number and the number of the awarded contract. POs and usage must be tracked through the life of the contract. Invoices shall include, but not necessarily be limited to, the number of hours worked, the rates charged, and a general description of the work performed. Contractor must have technical support available during regular business hours (8:00 am - 5:00 pm MST/MDT) to

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assist with any issues with the VMS or candidates. The Contractor will track and report encumbered funds and PO expenses against encumbered funds and notify the State of SOWs or POs running out of funds.

Hourly service rates apply during normal business hours, Monday through Friday (excluding state holidays), 7:00 am to 7:00 pm. Agency authorized representatives may give approval for resources to provide services during hours other than set forth above, at the same rates, if requested by the resource. If work in any workweek for a contract personnel resource exceeds forty (40) hours, the State's authorized personnel may pre-approve to pay the contractor an incremental cost in overtime wages incurred by the contractor's personnel as a result of the overtime work not to exceed time and a half. All time off requests must be pre-approved by the agency's authorized representative(s) and the State will not pay for any State or Federal observed holidays. The Contractor is responsible for ensuring that the subcontractors and their resources submit their time/fixed bid/milestone information by the end of each week.

All State of Utah Department of Human Resources policy requirements (R477-8) apply and must be followed. (<http://www.rules.utah.gov/publicat/code/r477/r477.htm>)

The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor which at a minimum includes providing the State all related program data such as an approved subcontractor list with points of contact and pertinent information for active SOWs.

Six (6) months before the expiration of this contract, the Contractor shall furnish a phase-in, phase-out services plan for the final six (6) months of this contract and negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The Contractor, subcontracted suppliers and their resources shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing the services to be provided by the contractor pursuant to this contract. The State will not pay the Contractor for any services performed when the contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract or the applicable SOW.

The Scope of Work is subject to change.

## Cost Form

The Contractor will be compensated based on a percentage of the hourly rates or deliverables paid by the State. This compensation percentage will be retained while the remainder is paid by the Contractor to the State and the suppliers. (i.e., if State pays Contractor (MSP) \$100, if Contractor's percentage is 1%, if Administrative Fee is 0.5%, then Contractor keeps \$1.00, pays the State \$0.50 Administrative Fee, and pays the supplier \$98.50). The Contractor may not charge the State for any additional services.

### Percentage of bill rate will be fixed for the life of the contract:

Contractor Name: Computer Aid, Inc.

Percentage of bill rate: 1.25% (includes the Administrative Fee of 0.5%)

### Cost proposal components explained:

- 1) Bill rate - this is what subcontractors propose as their rate for a specific job/SOW and what the State pays
- 2) Percentage of bill rate (MSP fee): This is Contractor's rate - this is a mandatory fee and how the Contractors get paid for their services. This is the percentage of the bill rate that the Contractor initially keeps after the State pays. For example: if the State is billed \$100/hour, and the percentage of bill rate is 2%, the Contractor will retain \$2.00 and pay the Subcontractor the remaining \$98.00.
- 3) Administrative Fee: This is the fee that the Contractor pays to the State on a quarterly basis (this contract will be a 0.5% Administrative Fee) - see section 54 of Attachment A - Statewide IT Terms and Conditions for additional specifications on this fee. This fee is a mandatory fee. For example: if the State's bill rate is \$100/hour and has consumed 1 hour of work for quarter 1, the Contractor must pay the State \$0.50.

How this all works together using the above examples: A Subcontractor completes 1 hour of work in quarter 1 at an hourly bill rate of \$100. The State pays Contractor \$100 when invoiced for that work. The Contractor pays the Subcontractor \$98 for that one hour of work (\$100-\$2 using an example of a 2% percentage of bill rate). At the end of the quarter, the Contractor pays the State the Administrative Fee of \$0.50 (\$100\*0.5% based on this contract's set Administrative Fee of 0.5%). The Contractor then retains the remaining \$1.50 (\$2 from percentage of bill rate less the \$0.50 Administrative Fee) for their services under this Contract.

## **Attachment D**

### **Contractor's Response to the Solicitation**

The Contractor's technical response to the solicitation is attached, less any information marked as confidential by the Contractor at the time of submission.

**CAI**<sup>®</sup> We power  
the possible™

# State of Utah Division of Purchasing

## Managed Service Provider - IT Consulting

Ref #: AE25-16

Technical Response

Submission Date: October 1, 2025

Submitted by Computer Aid, Inc. (CAI)

**Point of Contact**

Gabriela Feliciano; SVP, Operations

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# Technical Response

## Category 1 – Technical Criteria

Per Attachment B Scope of Work, amended on September 10, we have revised the numbering of this section.

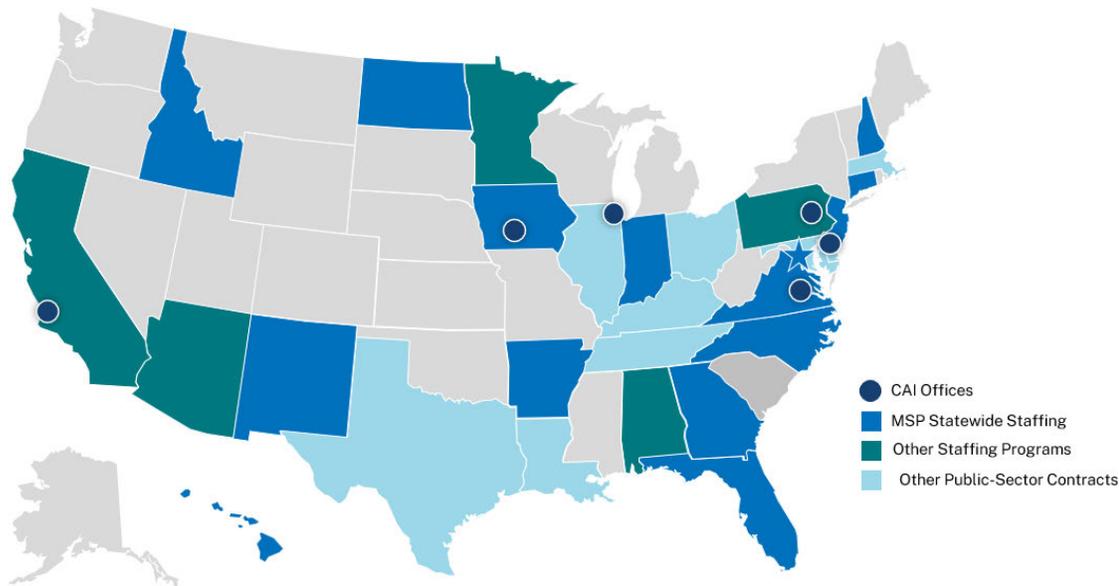
### 2.1a Provide MSP Services for IT Consulting Services

*The Offeror must have, and demonstrate, the ability to provide MSP services for IT consulting and have been providing such services for a minimum of 5 years.*

Since 2004, CAI has delivered Contingent Workforce Solutions (CWS) to 20 public sector state enterprise clients, representing more than 1,050 individual agency engagements across state (854), county (46), city (69), higher education (80), and school (11) entities. Today, 17 of those clients remain active, reflecting a 90% client retention rate over nearly two decades. Our portfolio includes engagements ranging from targeted single-entity support to large-scale, multi-agency statewide programs, demonstrating both the depth of our expertise, agile implementation and ongoing support models, and the trust our clients place in CAI.

CAI is a \$1.3 billion supplier of business and IT services, primarily focused on the public sector. As of December 2024, 91% of our CAI business revenue is from the Public Sector. The accompanying graphic is a high-level summary of our customer base and the services we provide to them.

Public Sector Contracts across the U.S.



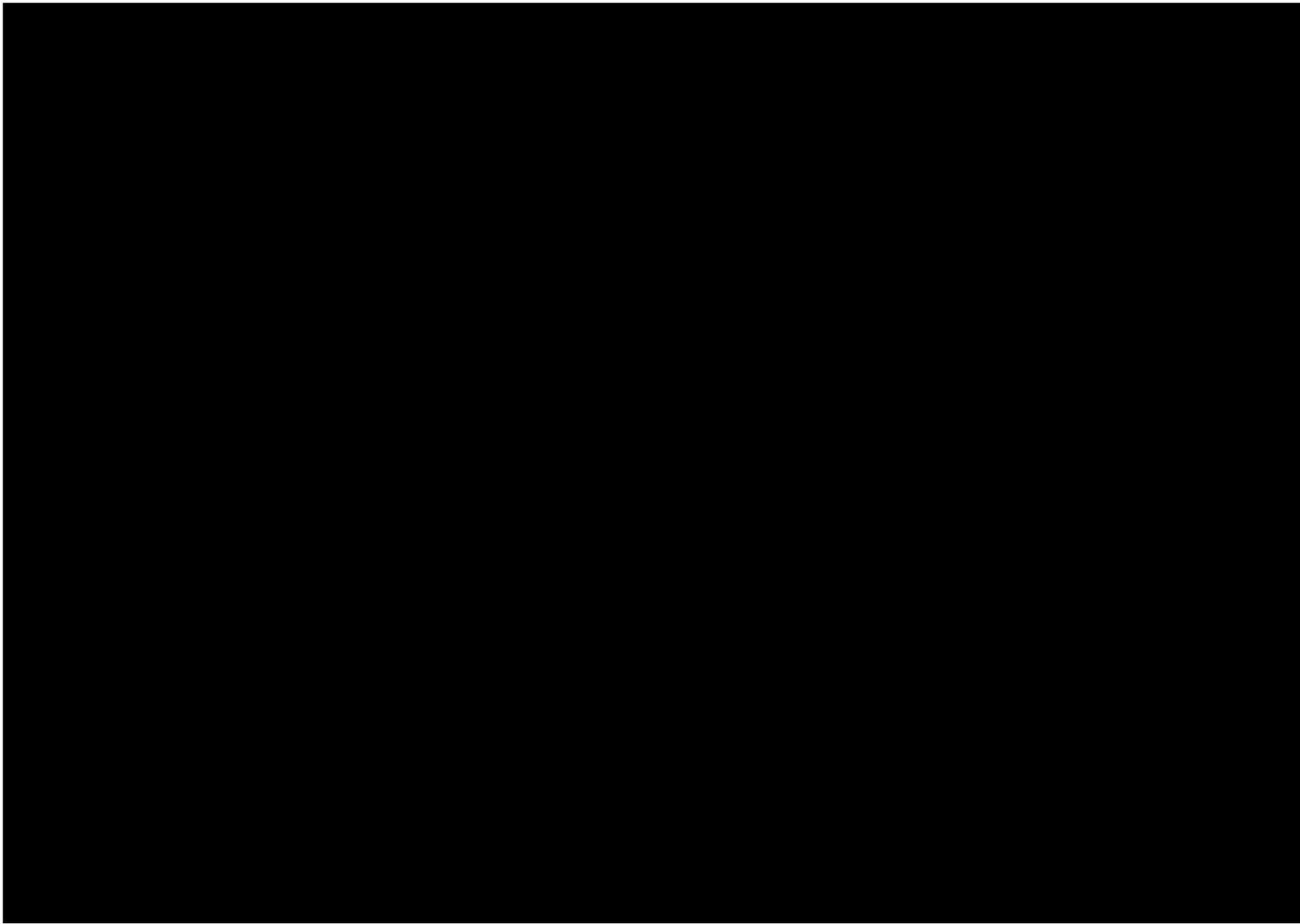
We provide temporary staff and related services to public sector clients in 27 states

CAI has been a trusted provider of Managed Service Provider (MSP) temporary staffing services for more than 20 years, building upon a foundation of staffing excellence that began in 1981. We were founded as an IT staffing firm, with a strong focus on both the quality of technical resources and the performance of the deliverables we provided directly to clients. Over the decades, our capabilities

have expanded to include service delivery for IT-adjacent roles, such as clerical, professional (such as financial, accounting, etc.), light industrial, and medical positions.

The RFP requires an MSP with a minimum of five years' experience with MSP Delivery in IT Consulting, and contracts of similar size and scope. CAI meets and exceeds these requirements. The accompanying table shows our experience in all categories.

**Protected Business Confidential Information Begins**



**Protected Business Confidential Information Ends**

CAI is SOC 2 Type 2 certified. We earned an unqualified opinion from the auditor, Schellman; there were no findings to remediate in our most recent audit.

Security, privacy, and operational integrity are critical to the State of Utah's vendor management operations, especially when sensitive data and public trust are involved. CAI's SOC 2 Type 2 and Simplify's SOC 2 Type 2 credentials demonstrate our commitment to safeguarding information, maintaining system reliability, and ensuring accountability across all aspects of our MSP and Vendor Management System (VMS) solution.

CAI has a 40+ year history of prioritizing its clients, colleagues, and communities. The company's 1-3-5 philosophy and core values underpin all interactions and form the basis of its Code of Conduct. CAI's character rests on three main pillars: Principle (Collaborate), three Actions (Act Honorably, Respect Everyone, & Take Ownership), and five Attributes (Dedicated, Intentional, Curious, Innovative, & Proactive).

CAI has the historical qualifications and expertise to specifically deliver State MSP IT Services, and we spent the last year continually improving our MSP Operational Infrastructure, regional MSP dedicated SME talent, and researching best in class VMS and technology partners and platforms. These efforts ensure our clients receive the highest market value and best-in-class service. You'll find representation of that modernization effort throughout CAI's following solution response.

## 2.1b Dedicated Employee with Backup Personnel

*The Contractor will provide a dedicated employee 5 days a week 8am - 5pm located in Salt Lake City, Utah or surrounding area to facilitate the MSP, accounting, and the State's use of the Contractor's VMS throughout the duration of this contract. This dedicated employee will be provided at no additional change to the State and is a value-added benefit. The state cannot guarantee the dedicated employee full-time work from the Executive Branch Agencies and non-state use of the contract at the beginning of or through the life of the contract; however, the State requires that at any point of the contract the dedicated employee be available to cover such a workload. If the workload requires, the State may need additional dedicated employees to be added to accommodate any increases as needed. Backup personnel must also be available if the dedicated employee is out for any reason and must also build a working relationship with the State MSP Coordinator and understand all of the processes and State needs.*

CAI acknowledges and accepts the requirement to provide a dedicated employee located in Salt Lake City, UT, or the surrounding area to be available five days a week from 8am to 5pm and support the MSP program, accounting functions, and the State's use of the Contractor's VMS. We confirm that this resource will be provided at no additional cost to the State and recognize it as a value-added benefit. We further commit to ensuring backup personnel are available as needed and that all assigned staff will build strong working relationships with the State MSP Coordinator and remain fully aligned with State processes and expectations. Additional dedicated resources will be provided if required to support increased workload.

**Protected Business Confidential Information Begins**

[Redacted content]

Protected Business Confidential Information Ends

## 2.1c Supply a Management Service Provider (MSP) Solution

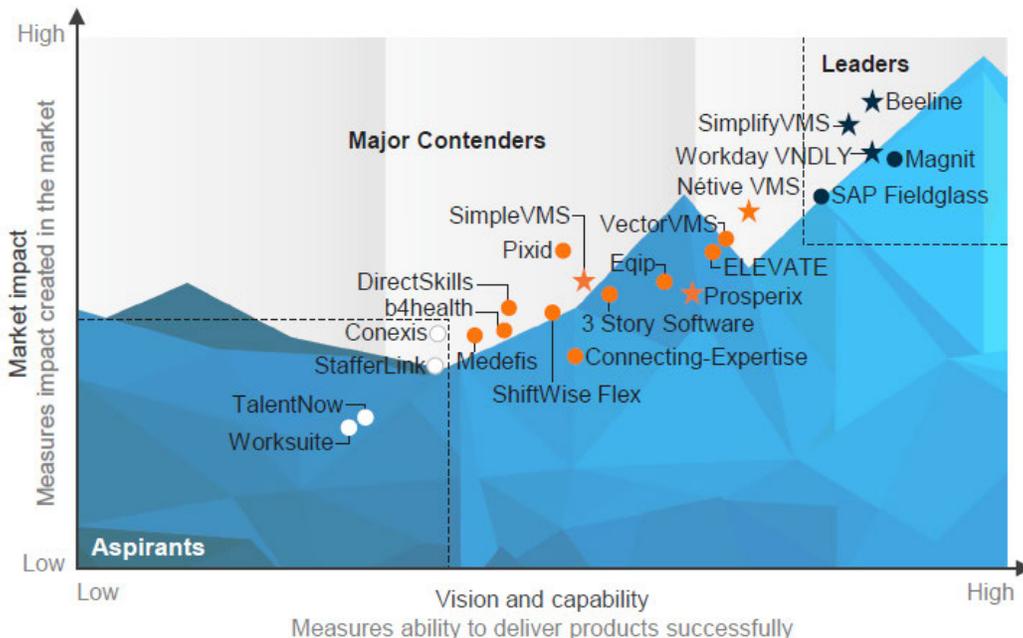
*The Offeror must supply a managed service provider solution with an existing online VMS that includes the following reporting, support, processes, components, and attributes:*

CAI proposes and recommends SimplifyVMS as the VMS provider technology platform, along with CAI's MSP Services specifically delivered and tested for our Public Sector clients. SimplifyVMS leads the field in contingent workforce management with its VMS. The system is designed to streamline integration processes, enabling efficient management of gig, part-time, and consultancy workforces.

SimplifyVMS is equipped with comprehensive analytics, strategic insights, and user-friendly, Web Content Accessibility Guidelines (WCAG) compliant features. It is an industry-leading, award-winning, proven VMS technology platform which meets the cyber and security regulations outlined by Utah. Some VMS systems are homegrown VMS tools; we believe the State needs a strong, proven VMS built and developed by software engineers fully focused on understanding technology and how to ensure their product remains state of the art. An example of that robust and modern technology, SimplifyVMS is recognized by the Everest Group as a Star Performer, one of the top three in a field of 22 VMS vendors.

## Everest Group Vendor Management System (VMS) PEAK Matrix® Assessment 2024 – Global<sup>1,2,3,4</sup>

● Leaders    ● Major Contenders    ○ Aspirants    ☆ Star Performers



1 Assessment for Connecting-Expertise, SAP Fieldglass, TalentNow, and WorkSuite does not include provider inputs and is based on secondary research, provider public disclosures, and Everest Group’s internal intelligence and interactions with enterprise buyers  
 2 Connecting-Expertise and Pixid VMS are both part of Pixid Group, both brands continue to operate and go to market separately, hence they have been positioned accordingly  
 3 Global VMS PEAK Matrix also includes some region- and industry-specific providers with a strategic focus on the US healthcare market, these providers include b4health, Medefis, ShiftWise Flex, and StafferLink  
 4 Some of the other major VMS players such as Coupa and SmartERP are not positioned on the PEAK Matrix® due to a lack of sufficient data  
 Source: Everest Group (2024)

### 2.1c(1) Managed Service Provider Solution

**1.1 Delivery of the entire proposed solution (including implementation, training, supplier registration and management, VMS access configuration/integration, and contractor staffing) will be at NO cost to the State or Eligible Users.**

CAI acknowledges and accepts the requirement outlined in Section 1.1. We confirm that delivery of the entire proposed solution including implementation, training, supplier registration and management, VMS access configuration/integration, and contractor staffing will be provided at no cost to the State of Utah or Eligible Users. CAI will assign a dedicated Implementation Manager and work closely with both the State and Simplify to ensure a seamless and value-driven deployment of the MSP program. Our proposed solution does not include any known and scoped Utah system integrations, and so any of those discussions can be managed via a Statement of Work (SOW).

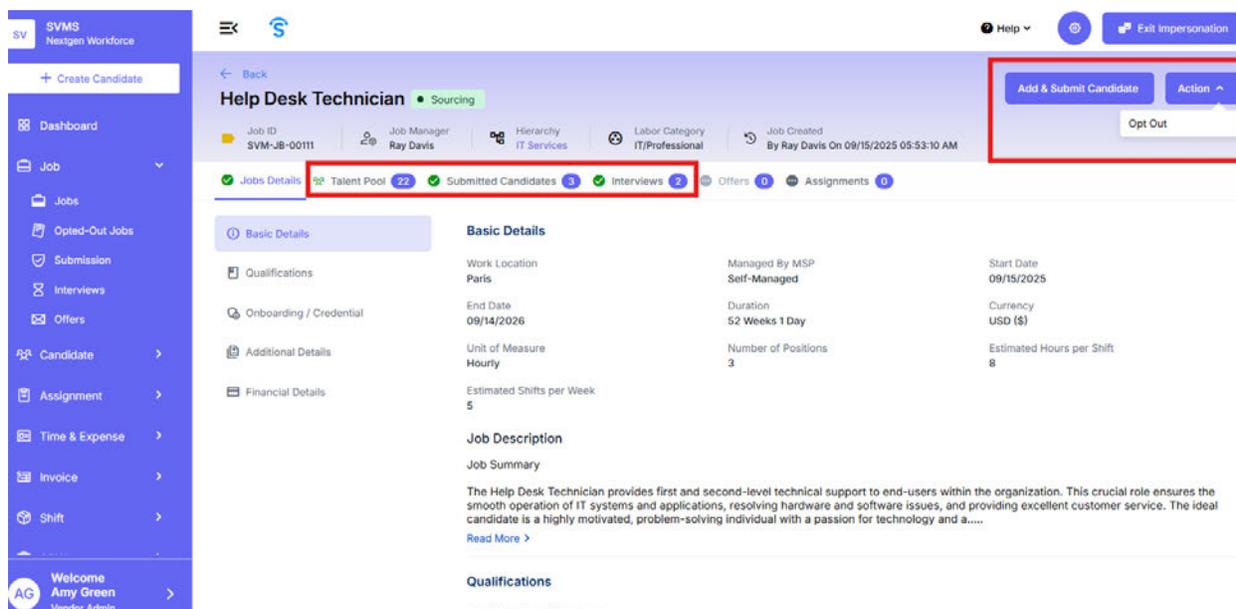
**1.2 The Contractor is expected to generate revenue by charging subcontractors a percentage of total receivables, which shall be identified by the Offeror in the attached Cost Proposal.**

CAI acknowledges and accepts the requirement outlined in Section 1.2. We confirm that revenue will be generated by charging subcontractors a percentage of total receivables, as specified in the

attached Cost Proposal. This approach aligns with CAI’s standard MSP operating model and ensures transparency and consistency in financial practices throughout the duration of the contract.

**1.3 The Contractor must have the ability to send out staffing requests to all suppliers through an online bidding system.**

CAI acknowledges and accepts the requirement outlined in Section 1.3. This capability is a core function of SimplifyVMS platform, which enables staffing requests to be distributed to all suppliers through a secure and efficient online bidding system. To ensure compliance with this process and maintain operational integrity, CAI’s MSP program management team actively monitors VMS activity and supplier engagement, providing oversight and support throughout the lifecycle of each request.



**1.4 The Contractor will be expected to help the State transition existing subcontractors and current scopes of work to their vendor management solution so that there is continuity in personnel with no interruption of services for the remaining term of existing SOWs.**

CAI acknowledges and accepts the requirement outlined in Section 1.4. We are committed to supporting the State in transitioning existing subcontractors and current scopes of work into our vendor management solution to ensure continuity of personnel and uninterrupted service delivery throughout the remaining term of existing SOWs. The specific tasks and milestones to accomplish this transition are detailed in the Implementation Schedule provided in the §Project, located in the §Appendix to this response. This plan includes coordinated onboarding, stakeholder communication, data migration, and supplier enablement activities designed to minimize disruption and maintain operational consistency.

We recognize that transitioning to a new MSP provider can raise concerns, especially in high-volume programs. However, our experience in successfully managing transitions for large programs such as Indiana, Georgia, and Florida has prepared us to handle such challenges seamlessly. We will work closely with stakeholders to ensure that all teams are comfortable with the transition process and prepared to take advantage of the enhanced capabilities our solution provides.

Following the launch of our CWS portfolio in 2004, CAI has been awarded MSP contracts for more than 20 enterprise-wide State programs, many requiring a transition of services from an existing provider like Utah. CAI has proven processes for implementing successful MSP programs, seamlessly transitioning programs from prior incumbents and initiating new programs. Our CAI Account Manager, in addition to members of the Customer Success and Operations Support teams, will ensure proper oversight of the implementation and onboarding processes for the Utah contract and for contract holders into the new Utah MSP program.

The key factor to any transition is collaboration. Without transparent and defined communication between all parties, the program will be put at risk. We will present a clear plan that encompasses collaboration tasks, setting up stakeholder meetings, sharing information and advice, working through issues and challenges that may arise, and leading the program forward as should be expected. Throughout the implementation period, CAI maintains frequent communication with Utah and key stakeholders, providing status updates on the transition. Weekly reports will include completed tasks, outstanding issues, resolved concerns, and the number of resources transitioned – all presented in a clear format for quick comprehension. We will address stakeholder feedback and make any necessary adjustments to the implementation schedule, ensuring changes are mutually agreed upon and documented.

*1.5 The Contractor must facilitate subcontractor on-boarding (process by which you bring service providers into the managed service provider solution) and management. The State requires all qualified subcontractors to be notified of each opportunity so that each potential subcontractor has a fair and equitable opportunity to provide IT staff augmentation or fixed bid/milestone services to the State.*

CAI acknowledges and accepts the requirement outlined in Section 1.5. Facilitating subcontractor onboarding and ongoing management is a core function of our MSP program. CAI will ensure that all qualified subcontractors are properly onboarded into the SimplifyVMS platform and are notified of each opportunity in a timely and transparent manner. This process guarantees that every eligible subcontractor has a fair and equitable chance to participate in IT staff augmentation and fixed bid/milestone service opportunities with the State. CAI’s MSP team will actively monitor supplier engagement and compliance to uphold the State’s commitment to inclusivity and competitive sourcing.

Refer to **Item 1.3** above acknowledging the requirement to send out staffing requests to all suppliers through an online bidding system.

We maintain program-specific websites for all of our MSP programs. They contain comprehensive information on the program, including process information for Suppliers wishing to participate and for Agencies wishing to submit a requisition. We will build a Supplier Management Portal (SMP) for the new program, with instructions relevant to the various job categories and other information about enrolling. The websites comply with relevant laws, including the Americans with Disabilities Act (ADA). The table below summarizes which onboarding information will be available on the site.

Supplier Registration Information	
CAI Supplier Manager Portal	This is a direct link to our SMP, which executes within a ServiceNow cloud.
Registration Quick Guide	This contains instructions on how to access the SMP and complete registration. It also contains a link for technical assistance.

Supplier Registration Information	
Supplier Management Portal FAQ	This contains helpful hints for using the SMP, including information about the Knowledge section of the portal itself, i.e., online instructions.
Register with CAI	This is the online page for a Supplier to complete their registration.
For Suppliers (General Information)	
Criteria for Participation	This describes criteria to participate as a Supplier and instructions for registering, discussed below. We also inform Suppliers of performance metrics.
CWS Supplier Agreement	This is CAI's standard subcontract, specific to the current contract.
Tiered Business Attestation	All suppliers in the program will be in an equal "Tier 1," and will receive all requisitions released from the system at the same time. However, if Utah determines that tiering of suppliers is important, this contains a template that businesses can use to attest their qualifications as small-, diverse-, woman-owned, etc., businesses based on Utah's goals. This information can then be used to create a tiered supplier network for Utah (i.e., "Tier 2 is Small Businesses, Tier 3 is Woman-Owned Businesses, etc.).
Workers' Compensation FAQ	This affirms CAI's requirement that all suppliers maintain workers' compensation insurance.
Safe Harbor Questionnaire	This is a template that all firms use to self-attest to compliance with relevant health and life insurance requirements.
Contract Links	
Hiring Managers	This navigates Agencies to segments of the website relevant to State agencies.
Suppliers	This navigates Suppliers to appropriate areas of the website.
Contact Information	This provides contact information for CAI, including a toll-free telephone number and email. This is also our initial point of feedback, if Supplier have questions or wish to provide feedback.
Contract Information	This will hold the current contract, with a list of all job titles and other cost information.

The website itself is dynamic, enabling us to provide up-to-the-moment information on changes in the program and/or updated instructions to the community. We will coordinate content updates with the State to confirm approval of content changes.

*1.6 Contractor will ensure suppliers ability to conduct a 10-panel candidate drug screening process and only allow resources who pass to be onboarded. This is required for all Executive Branch agency scopes of work.*

- *Drug tests will be completed by vendor through their own contracted drug testing facility - if consultant is on any prescription meds that would cause them to fail, a copy of the doctor's prescription must be given to the vendor's drug testing company for review as part of the collection process*

- Vendor’s drug testing company must complete a 10-panel test for the following based on the levels identified.

Urine Substance Abuse Panel		Initial Test Level	MS Confirm Test Level
AMPHETAMINES	Negative	1000 ng/mL	500 ng/mL
BARBITURATES	Negative	300 ng/mL	200 ng/mL
BENZODIAZEPINES	Negative	300 ng/mL	200 ng/mL
COCAINE METABOLITES	Negative	300 ng/mL	150 ng/mL
MARIJUANA METABOLITES	Negative	50 ng/mL	15 ng/mL
METHADONE	Negative	300 ng/mL	200 ng/mL
OPIATES	Negative	300 ng/mL	300 ng/mL
OXYCODONES	Negative	100 ng/mL	100 ng/mL
PHENCYCLIDINE	Negative	25 ng/mL	25 ng/mL
PROPOXYPHENE	Negative	300 ng/mL	200 ng/mL

- Vendor must indicate to the State entity any failures from the drug testing company

CAI acknowledges and accepts the requirement outlined in Item 1.6. We will ensure that all suppliers participating in Executive Branch agency scopes of work have the ability to conduct a 10-panel drug screening process through their own contracted drug testing facilities. Only candidates who successfully pass the screening will be onboarded.

Suppliers will be required to follow proper procedures for candidates on prescription medications that may affect test results, including submission of valid prescriptions to the drug testing company for review during the collection process. Any failed drug screenings will be promptly reported to the appropriate State entity.

This drug panel requirement will be formally included in the subcontractor agreement that each supplier must execute prior to being granted access to the system and validation/completion of the drug panel will be tracked within the VMS, ensuring full compliance and accountability from the outset.

As part of CAI’s onboarding workflows, background checks, including drug testing, will have been developed and approved by Utah during the implementation phase. Our compliance management strategy ensures that all required resource onboarding activities are completed and securely stored within the VMS. Access to this information is restricted to authorized personnel only. Engagements will remain "locked" and inactive until all necessary onboarding steps are finalized and verified.

*1.7 Contractor will have the ability to provide project scope of work development as needed, scope of work distribution, collection of candidate submissions, interview scheduling, automatic and flexible candidate ranking methodologies, and online candidate testing where needed. The Contractor will provide scalability and flexibility to unique State needs. The Contractor will also provide the comparable market rate-based Utah job title comparisons for each position when providing the cost responses.*

CAI acknowledges and accepts the requirement outlined in Item 1.7. As part of our MSP program, CAI provides a dedicated SOW Center of Excellence (CoE) to support the Account Manager in delivering these services. Our resource Krystal McGraw can assist with SOW development and engage relevant consulting support to help agencies with scoping as needed.

Our VMS workflows support both Staff Augmentation and SOW solicitations. The system includes features for document storage, vendor submissions (for candidates and/or SOWs), and engagement tracking. This team brings specialized expertise in project-based sourcing and will assist with:

- Development of project scopes of work tailored to State needs
- Distribution of SOWs to qualified suppliers
- Collection and management of candidate submissions
- Interview scheduling and coordination
- Implementation of automated and flexible candidate ranking methodologies
- Facilitation of online candidate testing when required

CAI's MSP program is designed to offer scalability and flexibility, ensuring responsiveness to the State's unique and evolving requirements.

Regarding market rates, CAI utilizes Economic Research Institute (ERI) data. We can pull updated, Utah-specific ERI benchmarks during implementation and periodically thereafter to ensure current and competitive rate information. CAI will provide Utah-specific market rate comparisons aligned to job titles for each position when submitting cost responses, ensuring transparency and competitive pricing.

## 2.1c(2) Online Vendor Management System

*2.1 Delivery of an interactive web-based system. The contractor will ensure the VMS meets the security requirements in the IT Terms and Conditions including being hosted in the US, backed-up externally and is available 24/7 with a 99% uptime record.*

SimplifyVMS delivers a modern, **interactive, WCAG 2.1 compliant, web-based Vendor Management System** accessible via standard web browsers and mobile devices, designed for ease of use and statewide scalability. The platform is hosted within **U.S.-based Amazon Web Services (AWS) data centers** and will be provisioned through the **Utah Division of Technology Services-managed (DTS-managed) cloud account** in line with State requirements.

SimplifyVMS serves as the technological backbone that brings cohesion, visibility, and automation across all our core services. As an award-winning, next-gen VMS, Simplify transforms fragmented processes into one integrated ecosystem.

- **All-in-One Workforce Enhancement:** SimplifyVMS consolidates contingent workforce management from sourcing and onboarding to compliance, invoicing, and analytics.
- **Advanced Analytics and Reporting:** SimplifyVMS includes more than 70 standard reports along with a custom report builder for more fine-tuned requirements. It enables real-time insights into workforce spend, supplier performance, diversity metrics, and program health.
- **Centralized Compliance and Documentation:** SimplifyVMS provides a centralized compliance hub, tracking credentials, background checks, and security standards. The system supports recognized frameworks like ISO 27001, GDPR, and SOC 2.
- **Flexible, AI-Driven Sourcing Engine:** Our VMS can tap into talent pools, external suppliers, and AI matching workflows with ease. Our goal is to optimize candidate placement quickly and intelligently.

- **User Friendly and Industry Recognized:** The VMS has a clean user interface supported by 24/7 technical support. Simplify has earned industry recognition such as Everest Group's 2025 Peak Matrix Star Performer distinction.

What distinguishes SimplifyVMS is that both the breadth of its offerings and the integrity of the framework can support Utah. Every element of our service delivery is underpinned by program transparency and extensive reporting. Utah will have the confidence that the services we provide are compliant with regulatory standards and secure by design.

The system is architected for **high availability** and meets or exceeds the State's required uptime. SimplifyVMS guarantees a **minimum of 99% uptime** (excluding planned maintenance) supported by redundant Multi-Availability Zone (AZ) deployment in AWS.

To safeguard data and ensure resilience, SimplifyVMS implements:

- **Automated external backups:** Full daily database backups with incremental snapshots at regular intervals, encrypted and stored securely offsite.
- **Disaster recovery readiness:** Recovery Point Objective (RPO) of under 10 minutes and Recovery Time Objective (RTO) of under 12 hours, validated through quarterly DR testing.
- **Continuous monitoring:** Proactive system health checks and automated alerts ensure issues are detected and addressed before they impact availability.

All hosting and operations comply with the **State of Utah IT Terms and Conditions (T&Cs)**, including:

- U.S.-based data residency and storage
- GovRAMP certification progression (GovRAMP Core within 12 months of award)
- Encrypted data at rest and in transit (AES-256, TLS 1.2+)
- Segregated DEV/TEST/PROD environments for operational security

Through this architecture, SimplifyVMS ensures the State benefits from an **always-available, secure, and compliant VMS platform** that aligns fully with contractual security and uptime requirements. Also please note: **all data will remain in the continental U.S.**

*2.2 State of Utah and all authorized end users will retain the rights to all data entered into the MSP system. The contractor must retain all data through the life of the contract and provide an export of all data and attachments at the end of the contract.*

CAI and SimplifyVMS fully acknowledge that the **State of Utah retains exclusive ownership and rights to all data** entered in the VMS. The platform functions as a Software as a Service (SaaS) service where SimplifyVMS acts solely as a custodian and processor of State data, without claiming any rights or usage beyond contractual delivery of services.

All data — including requisitions, worker records, time and expense entries, compliance documents, invoices, and attachments — will be securely stored and retained in SimplifyVMS for the **entire duration of the contract**. Data is managed under strict retention policies aligned with the State's requirements and remains accessible to authorized users throughout the program lifecycle.

At contract conclusion, SimplifyVMS will provide the State with a **comprehensive export of all data and associated attachments**. Export options include:

- **Structured formats** (CSV, Excel, or relational database dumps) for transactional and master data.
- **Document and attachment exports** delivered in secure, encrypted file packages.
- **Custom export schedules** which are supported during transition or knowledge transfer to the State or a successor provider.

The export process is delivered at no additional cost, ensuring continuity and accessibility for the State's audit, compliance, or migration purposes.

All exports and data handling are performed in compliance with the **Utah IT T&Cs**, Government Records Access and Management Act (GRAMA) requirements, and applicable federal and state data protection standards. Encryption is applied both at rest and in transit (AES-256, TLS 1.2+). SimplifyVMS also maintains **full audit logs** of export activity for accountability and transparency.

Through this approach, SimplifyVMS ensures the State of Utah maintains **data ownership, continuity, and portability** throughout the program and at its conclusion.

*2.3 Ability to integrate with State of Utah systems if needed (the State is currently implementing a new Human Resource Management system that we may need to integrate with). On-line search and query functions. User-friendly navigation.*

SimplifyVMS is built on an **application programming interface-first (API-first), microservices-based architecture**, enabling robust, secure, and flexible integration with State of Utah systems. The platform supports both **real-time integrations** (via REST and SOAP APIs with JSON/XML payloads) and **scheduled batch feeds** (CSV, Excel, EDI).

- **New Human Resource Management System (HRMS) Integration:** The State's Executive Branch is migrating to **Vantage HRMS/Payroll** in December 2025. While no integration is required at launch, SimplifyVMS is **fully capable of integrating once APIs or data interfaces are made available**.
- **Finance & PO Systems:** SimplifyVMS can align with **ServiceNow for POs/invoicing** and with Vantage Finance as the source of truth for cost centers. Initial integration will leverage Excel/CSV uploads, transitioning to APIs when available.
- **Legacy/Non-API:** Where APIs are not available, the **SimplifyBridge Integration Platform as a Service (iPaaS)** ensures secure flat-file ingestion, data transformation, and audit-compliant transfers.
- **Authentication:** Integration with **UtahID Single Sign-On (SSO)** (supporting SAML and OpenID Connect) ensures secure identity management across agencies.

Beyond integrations, SimplifyVMS enhances daily operations through advanced **online search and query functions:**

- **Global search** across workers, requisitions, suppliers, and compliance records
- **Configurable filters and saved queries** for drill-down into spend, performance, or program data
- **Export-ready search results** for audit, compliance, or reporting purposes

The platform is designed for **ease of use and intuitive navigation**, tailored to specific user roles:

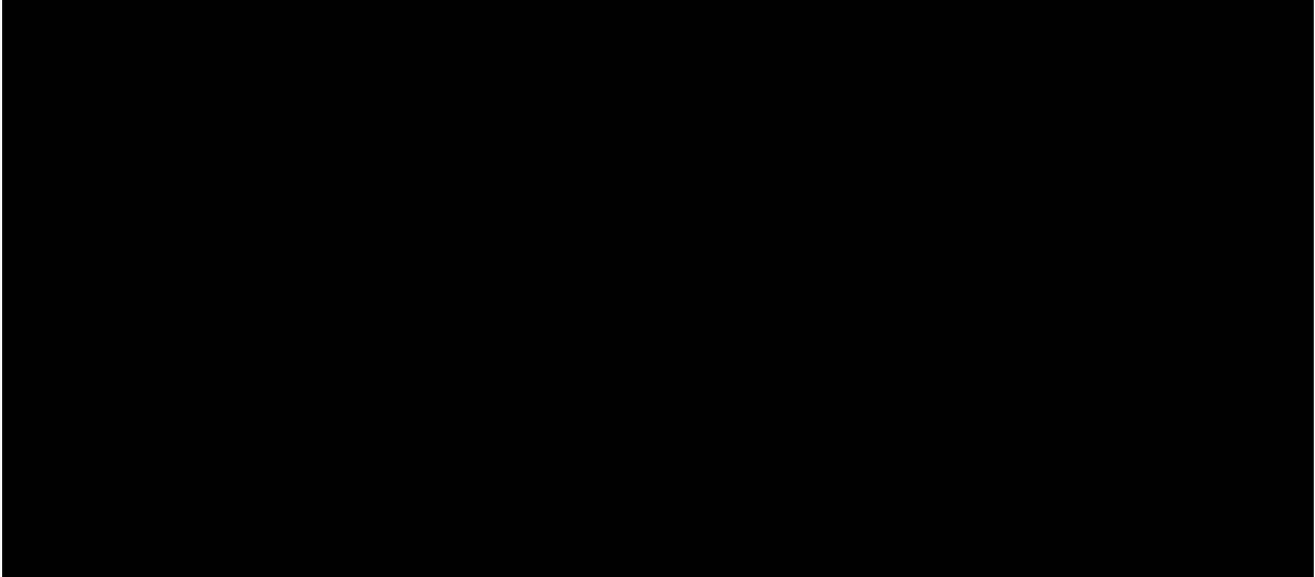
- **Configurable dashboards** that display requisition status, candidate pipelines, spend, and compliance metrics in real time.
- **Role-specific views** for Hiring Managers, Program Teams, and Suppliers, each optimized for quick task completion.
- **Interactive guidance** through hover-over tooltips, decision wizards, and contextual help screens to simplify navigation.
- Optimized design for both desktop and mobile access, ensuring consistent usability across devices.

SimplifyVMS provides the State of Utah with a future-ready integration framework, advanced search capabilities, and an intuitive user experience to ensure program-wide adoption.

*2.4 All approved SOWs must be posted via the VMS for vendor review and bid submissions. All vendor bids and/or vendor candidates must be submitted through the VMS for screening.*

As part of our MSP program, CAI provides a dedicated SOW CoE to support the Account Manager in delivering these services. CAI's Account Manager will work with Utah agencies to review, refine, and help obtain information that will create the most comprehensive and accurate Statement of Requirements (SOR) allowing suppliers to bid with accuracy and will post approved SOWs in SimplifyVMS. CAI's workflow process is below.

**Protected Business Confidential Information Begins**



**Protected Business Confidential Information Ends**

SimplifyVMS provides a fully integrated **SOW management module** that supports the complete lifecycle from creation to closure. Once approved, SOWs are automatically made available in the VMS for **vendor review and bid submission**, ensuring transparency and centralized governance.

The system allows Program Teams or Hiring Managers to:

- Create SOWs using **standardized templates** (e.g., Fixed Price, Time & Materials, Independent Contractor) with configurable terms, deliverables, and milestones

- Post approved SOWs to prequalified vendor communities, with configurable **distribution rules** (tiered, staggered, or all-supplier broadcast).
- Monitor bid activity in real time through vendor response dashboards, including timestamps for submission tracking.

Vendors are required to submit **all bids, proposals, and candidate information directly through the VMS**. This enforces a **single channel of record** for all submissions, eliminating off-system negotiations and ensuring full auditability. Vendor submissions are automatically logged with system-generated audit trails, maintaining compliance with State procurement rules.

For vendor candidate submissions tied to SOWs, SimplifyVMS supports:

- **Automated candidate screening workflows**, including resume parsing, configurable prescreening questionnaires, and candidate ranking tools
- Centralized evaluation dashboards for Program Teams to compare vendor bids or candidate submissions side-by-side
- Secure document handling, ensuring all vendor-provided attachments (resumes, pricing proposals, compliance certifications) remain accessible throughout the SOW lifecycle

Through these capabilities, SimplifyVMS ensures that **all approved SOWs, vendor bids, and candidate submissions are centralized in one platform**, delivering transparency, compliance, and efficiency for both the State and its vendor community.

*2.5 Ability to identify MSP program assignments by project name, assigned state manager, resource legal name, vendor, state agency, cost center, and purchase order.*

SimplifyVMS supports **comprehensive assignment records**, capturing all requested identifiers including:

- Project name and description
- Assigned State manager
- Resource legal name
- Vendor information
- State agency or department
- Cost center and GL codes
- Linked purchase orders for budget reconciliation

Assignments are visible in real-time dashboards and **all fields within SimplifyVMS are searchable, reportable, and configurable**, with export-ready results for compliance and audit.

### Integration Support

- **Finance/ERP:** SimplifyVMS aligns assignment data with **ServiceNow for purchase orders** and **Vantage as the system of record for cost centers**. At program initiation, integration will leverage **Excel/CSV uploads**; as soon as **Vantage Finance APIs** are made available, SimplifyVMS can integrate seamlessly to automate validation and reconciliation.

- **HRMS:** The State's migration to **Vantage HRMS** (anticipated Dec 2025) is supported. While not required at launch, SimplifyVMS will integrate once APIs or interfaces are made available or exposed, ensuring future connectivity.
- **SSO:** All assignment dashboards and records are secured through **UtahID SSO**, with support for **SAML and OpenID Connect**. Integration with UtahID and other identity systems will be configured during initiation as agreed with the State.

This approach ensures accurate, secure, and auditable tracking of all MSP program assignments today, with built-in flexibility to extend integrations as the State's IT landscape evolves.

*2.6 At the time of contract execution, the product must be enrolled in the GovRAMP Progressing Snapshot Program and remain in the program until a verified status is achieved.*

- *The product must achieve a verified status of GovRAMP Core no later than 12 months after the date of contract execution.*
- *If the Contractor fails to maintain or achieve the security requirements outlined above, the Contractor may be subject to liquidated damages and/or the State of Utah may reevaluate the terms of the contract and determine whether the failure to comply justifies contract termination.*

Both CAI and SimplifyVMS are active corporate members of GovRAMP. We both attend regularly scheduled webinars on the changing and evolving rules of the Snapshot Program. SimplifyVMS fully complies with the State of Utah's GovRAMP certification requirements. At contract execution, SimplifyVMS will be **enrolled in the GovRAMP Progressing Snapshot Program** and will maintain its status until full verification is achieved.

We are committed to meeting the milestone of **GovRAMP Core verified certification within 12 months** of contract execution. Our security roadmap aligns with State of Utah DTS standards and federal compliance frameworks to ensure the platform meets all audit, monitoring, and reporting obligations.

SimplifyVMS maintains strict security and compliance controls, including:

- **Hosting on U.S.-based AWS data centers** under the State's DTS-managed cloud accounts
- **Segregated environments** (DEV/TEST/PROD) with role-based access and audit logging
- **Data encryption at rest (AES-256) and in transit (TLS 1.2+)**
- **Quarterly penetration testing and vulnerability scans**
- **Continuous monitoring and security information and event management (SIEM) integration** with automated alerting for anomalous activities
- All system integrations will align with GovRAMP controls; SimplifyVMS ensures that the State of Utah's data remains secure, compliant, and auditable throughout the contract lifecycle

## 2.1c(3) Reporting, Training, and Processes

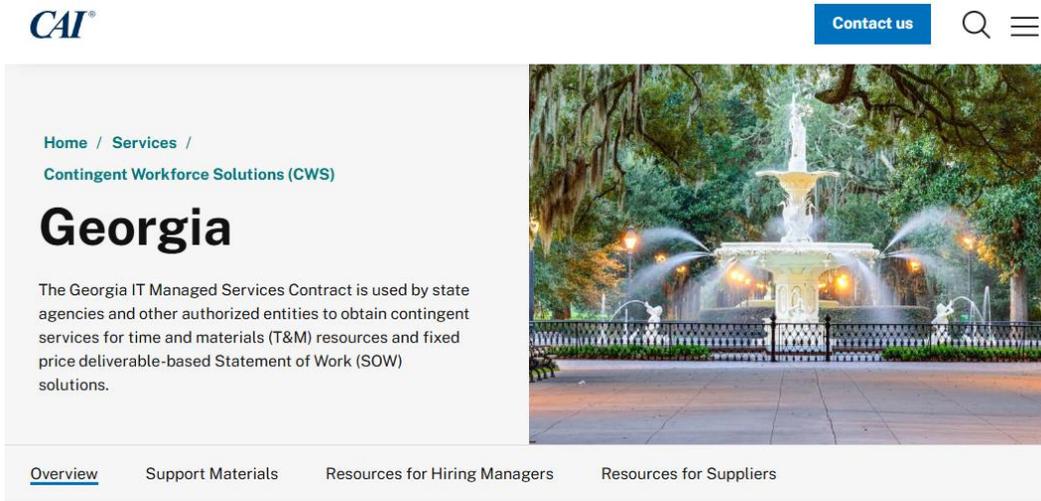
*3.1 Contractor will provide an MSP program state manager landing webpage that may include the following:*

- (a) *Contractor provided online forms for MSP program submission requests, amendment requests, and offboarding requests (all forms must be then emailed to the DTS MSP manager once filled out for processing before being sent to the MSP for posting);*

(b) links for any associated program and/or State processes per the requirements of the State if needed;

(c) links to training documents/videos.

CAI acknowledges and accepts the requirement outlined in Section 3.1. As part of our MSP program, CAI will provide a dedicated State Manager landing webpage. An example of the State of Georgia is below.



## Contract links

For more information related to our managed service provider (MSP) contract, please click the button that corresponds to your role.



## Need help?

If your organization is already enrolled in one of CAI's CWS programs:

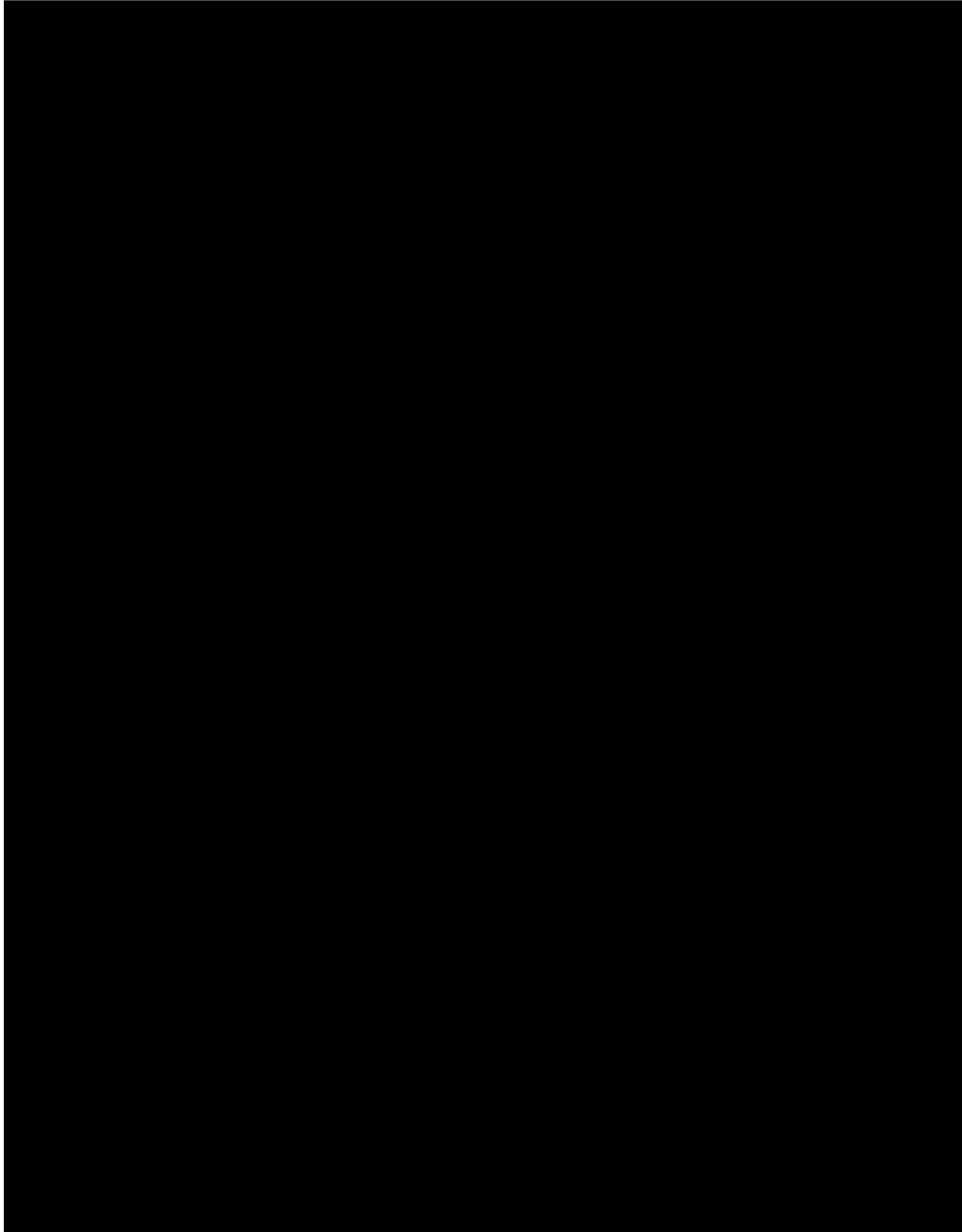
Log into the [Supplier Management Portal](#), then select "Make a request" and use the "Contact us" option to submit your questions.

These pages will include the following:

- Links to the SMP
- Helpdesk phone and email
- Support materials (explanation of staff augmentation versus SOW, and work process guides)
- Templates reports and addition information of Hiring Managers
- Best practices, processes, and policies

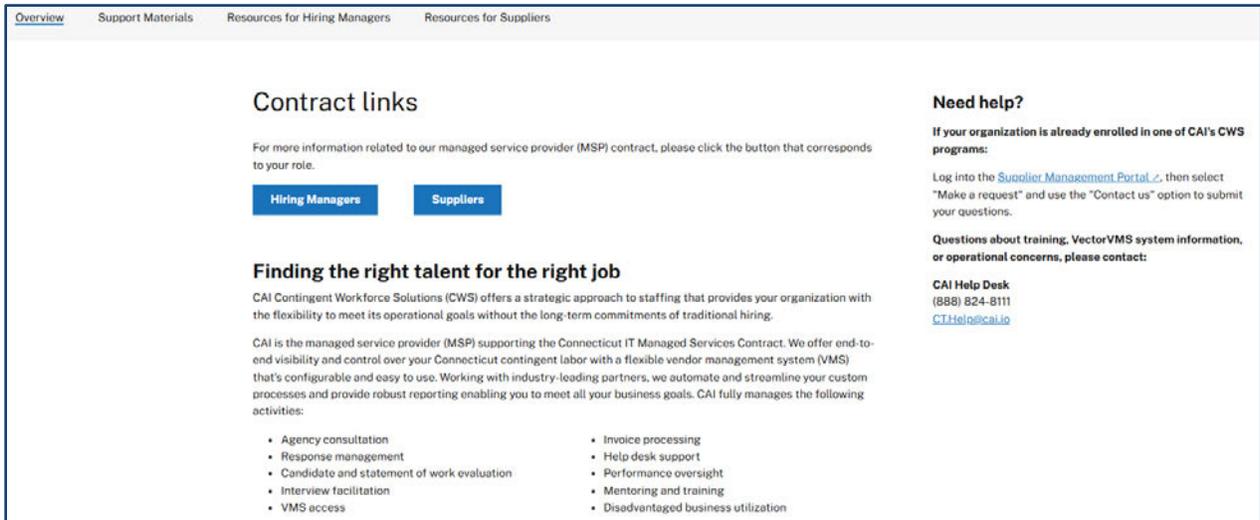
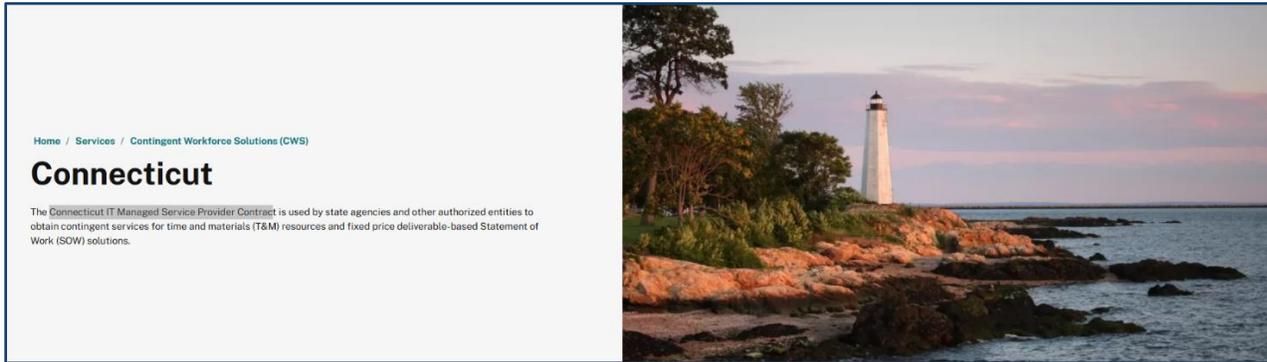
CAI-provided online forms for MSP program submission requests, amendment requests, and offboarding requests. These forms will be designed for ease of use and will automatically prompt users to email the completed forms to the DTS MSP Manager for processing prior to posting. CAI provides similar on-line forms across our other programs and they serve as a streamlined approach to capturing and responding to requests. An example of a similar form for our State of Florida MSP contract is below.

**Protected Business Confidential Information Begins**



**Protected Business Confidential Information Ends**

To illustrate our approach, sample graphics from existing MSP contracts are included below, demonstrating the layout, functionality, and user experience of similar landing pages we have successfully deployed. These examples reflect our commitment to intuitive design, compliance, and operational efficiency and are configured based on mutually agreed content. An example of one of our contract web portals is depicted below and available to view at: [Connecticut IT Managed Service Provider Contract](#).



## Helpful support materials

The following support materials provide guidance on how to best start using our Arkansas state contract.



### Staff augmentation versus statement of work (SOW)

[View this PDF →](#)



### Statement of work process guide

[View this PDF →](#)



### Staff augmentation process guide

[View this PDF →](#)

## For hiring managers

### Templates, reports, and additional information

The following documents provide additional information about Connecticut state government contract usage.

[Supplier Performance Dashboard](#)



[Fact sheet](#)



[Job titles](#)



### Best practices, processes, and policies

The following documents provide useful information on how to successfully utilize the Connecticut state government contract.

[Hiring managers best practices](#)



### Contract information

The following documents provide additional information about the contract terms.

[Contract information](#) 

### For suppliers

#### Enrollment documents

Review the following documents to understand the requirements for becoming an active supplier in the network.

[Criteria for Participation](#) →

[CWS Supplier Agreement](#) →

[Contract information](#) 

#### Register and view portals

Follow the instructions and links to start the registration and enrollment processes.

[CAI Supplier Management Portal](#) 

[Registration quick guide](#) →

[Register with CAI](#) 

[CAI Supplier Management Portal FAQ](#) →

### Best practices, processes, and policies

The following documents provide useful information on how to successfully participate in the program.

[Suppliers best practices](#) →

[Workers' Compensation Insurance Requirement FAQ](#) →

[SOW invoicing process](#) →

### Templates, reports, and additional information

The following documents provide metrics on contract usage and templates for information required during the candidate submittal process.

[Supplier performance dashboard](#) →

[Fact sheet](#) →

[Resume template](#) 

[E-RTR template](#) 

*3.2 Monthly state manager meetings with provided and structured MSP program training. Training to be coordinated through the State MSP Coordinator for the executive branch agencies. All completed monthly state manager Training to be posted and accessible via the MSP program state manager landing webpage.*

CAI acknowledges and accepts the requirement outlined in Section 3.2. As part of our MSP program, CAI will conduct monthly State Manager meetings that include structured training sessions, coordinated in collaboration with the State MSP Coordinator for Executive Branch agencies. These sessions will be hosted via Microsoft Teams, recorded in full, and supplemented with online webinar-style training modules to enhance accessibility and retention.

All completed training materials including recordings, presentation decks, and reference documents will be posted and made accessible through the MSP Program State Manager landing webpage, ensuring consistent access for current and future stakeholders.

Training materials will also be available from links within SimplifyVMS.

*3.3 Ability to regularly review and update all associated forms as needed by the State.*

CAI acknowledges and accepts the requirement outlined in Section 3.3. The responsibility to regularly review and update all associated forms as needed by the State will be managed by the assigned CAI Account Manager. This individual will work closely with the State MSP Coordinator to ensure that all forms remain current, compliant with State policies, and aligned with evolving program needs. Updates will be documented and posted to the MSP Program State Manager landing webpage to maintain transparency and accessibility.

*3.4 Resource on-boarding (assisting with agency on-boarding requirements such as background checks, training candidates on time entry, etc.) including coordinating drug testing.*

CAI acknowledges and accepts the requirement outlined in Section 3.4. The CAI Account Manager will lead all aspects of resource onboarding, including coordination with agency-specific requirements such as background checks, drug testing, and candidate training on time entry procedures.

We further confirm adherence to all background check, fingerprinting, and documentation protocols, including those related to Federal Tax Information, protected health information, and annual re-screening. All required records will be maintained and made available for inspection upon request. Any exceptions or contingencies will be handled strictly in accordance with the State’s approval process.

Screening	Description
E-Verify	Uses a U.S. Department of Homeland Security interface to confirm our employees’ eligibility to work in the U.S.
Social Security Number (SSN) Trace	Identifies names and addresses associated with a particular SSN.
National Criminal Records Search	This searches records across 50 states and multiple jurisdictions. It contains criminal records as well as information from the FBI, the Secret Service, the U.S. Department of Justice, state Departments of Corrections, and many others.

National Sex Offender Registry Search	Searches the National Sex Offender Registry which includes data from state, territory, and tribal sex offender registries.
County Criminal Search	Utilizes county-specific criminal screening, based on SSN Trace.
Urinalysis Drug Screening	Drug screening tests for a series of illegal substances in a urine sample. Cutoff levels and MRO processes follow those laid out in the U.S. HHS's Mandatory Guidelines for Federal Workplace Drug Testing Programs.

To ensure transparency and compliance, all onboarding materials and testing results will be securely maintained within the SimplifyVMS platform. This centralized approach enables real-time tracking, audit readiness, and consistent adherence to State onboarding protocols across all Executive Branch agency engagements.

*3.5 Resource offboarding (process by which the resource assignment ends) and subcontractor personnel offboarding coordination (return of State equipment, final billing, resource assignment accesses, etc.)*

CAI acknowledges and accepts the requirement outlined in Section 3.5. The CAI Account Manager will lead and coordinate all aspects of resource and subcontractor personnel offboarding, ensuring a smooth and compliant transition at the conclusion of each assignment. This includes:

- Facilitating the return of State-issued equipment
- Managing final billing and reconciliation
- Ensuring timely removal of system and facility access
- Communicating offboarding procedures to suppliers and State stakeholders

All offboarding documentation and activity records will be maintained within the SimplifyVMS platform to support audit readiness and ensure full compliance with State policies and contractual obligations.

An example of our comprehensive offboarding was highlighted in 2025, as CAI teams as well as agency managers navigated executive orders and grant funding rapid changes. CAI was given praise by Indiana for their response to these complex scenarios, and due to our strong communication and organization we offboarded 60+ laborers, collected items, and returned computers timely and accurately.

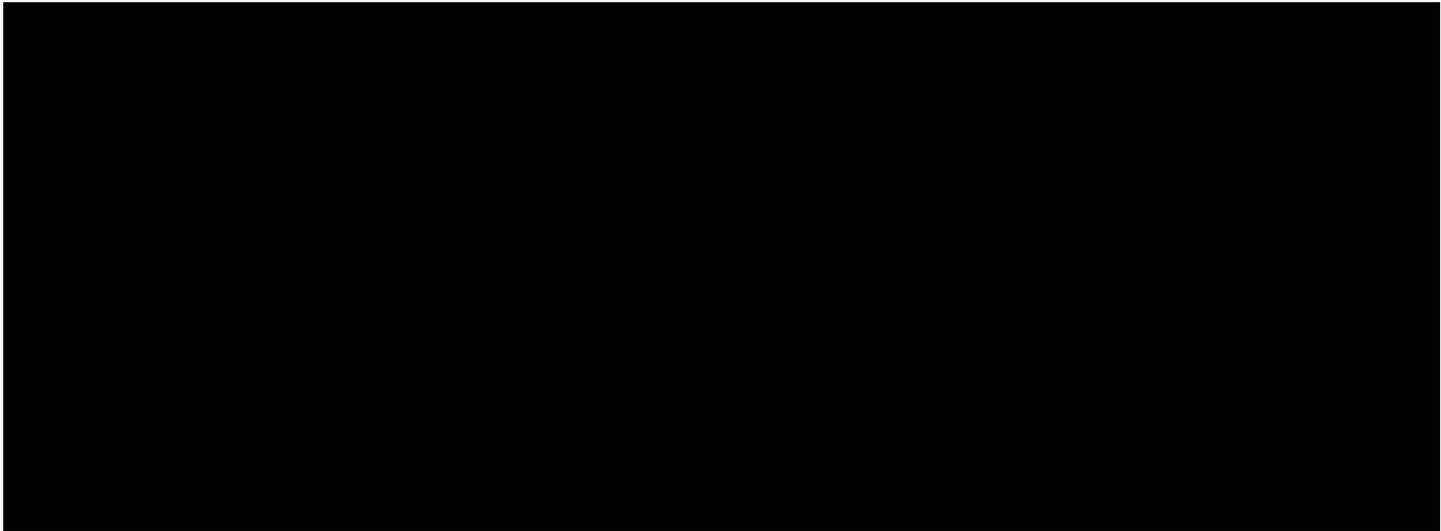
*3.6 Reporting (standard and ad hoc). Ability to send monthly and quarterly export reports to facilitate State internal processes. Reports by default should include time worked by assignment, the associated project cost center, assigned state manager, subcontractor personnel legal name, assignment start and termination date, and assignment budget versus actual spend. Additional reporting on all subcontractor/personnel recruitment and/or performance as requested by the State*

CAI acknowledges and accepts the requirement outlined in Section 3.6. As part of our MSP program, CAI's dedicated program team will provide robust support for both standard and ad hoc reporting needs. We will deliver monthly and quarterly export reports to facilitate State internal processes, with default report fields including:

- Time worked by assignment
- Associated project cost center

- Assigned State Manager
- Subcontractor personnel legal name
- Assignment start and termination dates
- Assignment budget versus actual spend

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**Protected Business Confidential Information Ends**

In addition, CAI will accommodate requests for supplemental reporting related to subcontractor and personnel recruitment, performance metrics, and other data points as needed by the State. Our team will also assist with report scheduling and customization to ensure timely delivery and alignment with State operational requirements. All reports will be securely managed and accessible through the SimplifyVMS platform.

*3.7 For the Executive Branch Agency usage, the Contractor must provide a weekly billing report first thing Monday morning that the State can use to do internal charge back. Billing reports must be sent the morning of the first business day of the month and match the invoice exactly for things billed to DTS for the month prior of all approved hours/milestones/deliverables. The report must contain the information and be in the format required by DTS which includes, but is not limited to, the cost center, the SOW #, the total cost, the project name, the subcontractor name, the subcontractor personnel name/milestone/deliverable, the weekend date, the customer name, the date and number of the invoice, total hours, and the PO number.*

CAI acknowledges and accepts the requirement outlined in Section 3.7. For Executive Branch Agency usage, CAI will provide a comprehensive weekly billing report every Monday morning to support the State's internal chargeback processes. Additionally, a monthly billing report will be delivered on the first business day of each month, precisely matching the invoice submitted to DTS for the prior month's approved hours, milestones, and deliverables.

All reports will be formatted according to DTS specifications and will include the following required data elements:

- Cost center
- SOW number
- Total cost
- Project name
- Subcontractor name
- Subcontractor personnel name/milestone/deliverable
- Weekend date
- Customer name
- Invoice date and number
- Total hours
- PO number

Unless otherwise requested, CAI will ensure that all reports are submitted no later than 8:30am Mountain Time to meet the State's operational timelines.

## 2.1d Compliance with the Law, and Maintaining Associated Records

*Management of the MSP will be required to comply with the Utah Procurement Code 63G-6a-410 and 63G-6a-507 and to keep records of all documents related to the solicitation and selection of candidates through the life of the contract.*

CAI fully complies with the requirement to manage the MSP in accordance with the Utah Procurement Code 63G-6a-410 and 63G-6a-507. We are committed to maintaining comprehensive records of all documents related to the solicitation and selection of candidates throughout the life of the contract. These records will be securely stored and managed within the SimplifyVMS platform, ensuring accessibility, audit readiness, and full compliance with State procurement standards. This adherence reflects our dedication to transparency, accountability, and alignment with all applicable legal requirements.

## 2.1e Responsibility and Liability for Suppliers' Work and Actions

*The State requires that the selected Contractor be responsible and liable for the work and actions of any Subcontractor used to fulfill contractual obligations. The selected Contractor will work with the State on addressing any issues or taking disciplinary actions if needed for specific subcontractor personnel (working with the subcontractor), or subcontractors. The Contractor will keep record of any issues that arise, and any actions taken. The State reserves the right to remove any Subcontractor from this program at its discretion. Removed Subcontractors will no longer be eligible to participate in this program.*

*The selected Contractor must pass on to subcontractors and ensure they adhere to all contract terms and conditions through secondary signed agreements between the Contractor and subcontractor*

CAI acknowledges and accepts the requirement outlined in Section 3.8. As the selected Contractor, CAI will be fully responsible and liable for the work and actions of any subcontractors engaged to fulfill contractual obligations under this program. Our MSP Account Manager will work closely with the State to address any issues that arise, including coordinating disciplinary actions when

necessary, whether related to individual subcontractor personnel or the subcontractor organization itself.

CAI brings more than 20 years of experience in managing disciplinary actions for a contingent workforce. Over the years, we have developed best practices tailored to the unique challenges of the public sector, ensuring compliance and maintaining productivity within diverse environments.

Examples of disciplinary issues we commonly address include unauthorized leave, failure to meet performance metrics, non-compliance with security protocols, and interpersonal disputes among team members. Our structured approach ensures swift resolution, minimizing disruptions and maintaining focus on client goals.

CAI will maintain detailed records of all reported issues and actions taken, and we recognize the State's authority to remove any subcontractor from the program at its discretion. Subcontractors removed by the State will no longer be eligible to participate.

To ensure contractual alignment, CAI will pass down all T&Cs of the Utah contract through secondary signed agreements with each subcontractor. These agreements are required prior to system access and participation.

Additionally, CAI maintains public MSP program pages that clearly outline vendor enrollment criteria and contractual obligations, including flow-down provisions from the Utah contract. Our vendor management team ensures that all subcontractor contracts, insurance documentation, and compliance items remain current. The SimplifyVMS platform securely houses candidate-level detail, enabling us to store historical information for future viable consideration and maintain full transparency and audit readiness.

## 2.1f High Level Quality Control Standards and Service

*The State expects that the Contractor will demonstrate a high level of quality control standards and service to their clients. For the Executive Branch Agencies purchasing IT consulting, the Contractor will be required to follow current State of Utah Department of Government Operations Division of Technology Services processes and procedures for background check and on-boarding processes and ensure that no SOW is processed unless it has gone through the correct processes.*

*The Contractor will be allowed a ninety (90) day grace period during the implementation phase of the contract to ramp up services. After the ninety (90) day grace period, tracking and reporting for all specified performance metrics should begin. The first report shall be due to the State contract manager one (1) month after the grace period ends.*

CAI acknowledges and accepts the requirement outlined in Section 3.9. We are committed to delivering a high level of quality control and client service throughout the MSP program. For Executive Branch Agencies purchasing IT consulting services, CAI will strictly follow all current State of Utah Department of Government Operations Division of Technology Services processes and procedures related to background checks and onboarding. No SOW will be processed unless it has successfully completed all required State protocols.

During the implementation phase, CAI will build Utah-specific workflows into our operational processes and within the SimplifyVMS platform. Through a structured Discovery process, we will incorporate all applicable Utah policies to ensure alignment and compliance. The CAI Account

Manager will oversee and enforce adherence to these requirements, and engagements will be locked within the system until all onboarding steps are completed, ensuring that candidates are only engaged once fully cleared.

CAI will utilize the initial 90-day grace period to ramp up services and finalize implementation. Following this period, we will begin tracking and reporting all specified Service Level Agreement (SLA) performance metrics, with the first report delivered to the State Contract Manager one month after the grace period concludes. This approach ensures a smooth transition, full compliance, and measurable accountability from the outset.

## 2.1f(1) Supplier and Resource Performance

*1.1 The Contractor must monitor and manage supplier performance to include maintaining a tiered supplier ranking system based on supplier program adherence, supplier participation and supplier performance.*

*1.2 Initial candidate screenings will be completed by the Contractor for all submitted and State approved SOWs.*

*1.3 The Contractor agrees to only submit subcontractor personnel who are able to pass a criminal background check prior to being recommended to state hiring managers and only submit those who meet the requirements outlined in the SOWs, including but not limited to technical requirements, licensing/certifications, malpractice insurance, disciplinary actions on licensing, etc.*

*1.4 All interviews will be conducted by the specified State hiring manager and committee participants.*

*1.5 After a resource is selected and onboarded for a particular agency or project, and the agency determines within the first week (five (5) business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and the State shall not pay for the work conducted by the unacceptable resource.*

CAI acknowledges and accepts the requirements outlined in Sections 1.1 through 1.5 above.

### **Supplier Performance**

As part of our MSP program, CAI will implement a robust supplier performance management framework, including a tiered supplier ranking system based on program adherence, participation, and performance. This system will be established in collaboration with the State during implementation and continuously monitored throughout the life of the contract to ensure accountability and quality delivery.

VMS supplier reporting on supplier compliance, activity, rapid response to requisition release, accuracy in submissions, engagement counts, and accurate record keeping are all factors of supplier performance management. CAI will configure reports that will support our supplier performance management framework and have an agenda item on this topic with relevant data available for the regularly scheduled Utah business reviews.

## Resource Performance

CAI will conduct initial candidate screenings for all submissions tied to State-approved SOWs, verifying that each candidate meets the full scope of requirements prior to making resumes available to agency users. This includes:

- Check within VMS that candidate is viable for placement, with no negative past history, and past & active client activity check
- Skills Match
- Location Match, including ability to work on site if required
- Resume review against the requisition by our Account Managers skilled in contingent workforce management including staffing and recruiting
- Possession of required licenses and certifications

Prior to engagement, CAI will confirm all onboarding items including:

- Successful completion of criminal background check items
- Copies and/or confirmation of required licenses and certifications, and confirmation of negative disciplinary actions
- Vendor compliance items including proof of malpractice insurance (if applicable)

All interviews will be conducted by the designated State Hiring Manager and committee participants, as specified by the State.

In the event that a resource is found to be unsuitable within the first five business days of onboarding, CAI will promptly coordinate a replacement at no cost to the State. CAI is also willing to raise this protection to 10 days, as many of our vendors supporting CAI programs are operating under that model now. We fully support the State's right to ensure that only qualified and capable resources are engaged, and we will act swiftly to uphold this standard.

## 2.1f(2) Annual State Performance Review

*An annual meeting will be held with the State to review the quality of service provided to the State by the Contractor. In the first meeting after award, the State and Contractor will develop subcontractor and subcontractor personnel performance evaluation criteria and processes to be included in the Contractor/subcontractor agreements. During the subsequent annual meetings, the State will evaluate the Contractor on a variety of performance criteria, including, but not limited to, the Contractor performance, Supplier performance and individual resource performance. If any service deficiencies are identified across the entire contract, the Contractor and the State representatives will determine a plan of action to ensure that the level of service improves. Remedies for missing specific performance targets may be imposed by the State. Poor performance will result in additional meetings to evaluate ongoing performance improvement.*

*2.1 The State has developed a set of minimum performance standards, defined in the table below that the Contractor will need to agree to and meet or exceed in order to be in good standing. Contractor's system must be able to track these standards, by service category, and SLA reports submitted, at a minimum, to the State annually unless otherwise requested. Pricing submitted through the Cost Proposal will need to reflect these SLAs. The Contractor will be scored on their*

*ability to commit to or exceed these minimum SLAs. The SLAs may be reviewed monthly by the State contract manager at the State's discretion to identify any issues requiring immediate attention and may be reviewed again during the annual meetings between the State and the Contractor, as defined in this section. Additional SLAs may be negotiated in individual SOWs as needed.*

Performance Metric	Contractor Goal	Performance Target	Description	Period
Requisition Confirmation Response time	1 business day	92% or higher	Measures average response time from receipt of request to confirmation of request receipt.	Annual
New posting timeframe	3 business days	92% or higher		Annual
Resume Submittal Response time	1 business day	92% or higher	Measures average response time from close of proposal to delivery of first candidate's resume.	Annual
Contractor Submission Volume	10 or more resumes	92% or higher	Measures amount of qualified contractor submissions	Annual
Normal Fill Rate	NA	92% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions	Annual
Onboarding Submission	3 business day	92% or higher	Measures average response time from requisition offer acceptance to onboarding submission documentation.	Annual
Attrition Rate	NA	10% or lower	Measures resource turnover due to unplanned situations that are not caused by the State, does not include death, serious illness, changes in economy etc.	Annual
Unqualified candidate	NA	5% or lower	Measures resource turnover due to candidates being unqualified, not meeting background checks, certification/licensing lapse, or inadequate resource performance.	Annual
Contractor Equipment Return	3 business days	92% or higher		Annual
Customer Service Survey Results	Monthly survey of the satisfaction of the agency requestor with the resource(s) placed at that agency by the Contractor. The survey will highlight positive and negative points about the contractor's processes and resources in order to identify areas for improvement. The State Contract Manager will review and include overall results as part of the scorecard.			

*2.2 Once a final scorecard, which will include the above performance metrics, has been developed, the State may calculate a score annually for the contractor's overall performance. If the score is below the minimum threshold, as agreed upon in negotiations by the Contractor and the State, the following actions will be taken:*

*2.2a. A discussion will take place between the Contractor representatives and the State. The Contractor will be given a warning, and a plan will be developed to improve on the problem areas within two (2) months.*

*2.2b. If a second monthly review occurs with minimal or no improvement in the problem areas, the Contractor will be placed on probation, and the Contractor will be given three (3) months to improve their overall service score.*

*2.2c. Any further occurrences during probation may result in contract termination at which point the State reserves the right to resolicit for another Contractor.*

CAI acknowledges and accepts the requirements outlined in §2.1f(2) 2.1 through 2.2c. We are committed to delivering high-quality service and maintaining full transparency and accountability throughout the life of the contract.

## Annual Performance Review & Evaluation Criteria

CAI will participate in the required annual meetings with the State to review service quality. During the initial post-award meeting, CAI will collaborate with the State to develop **subcontractor and subcontractor personnel performance evaluation criteria**, which will be incorporated into all secondary agreements between CAI and its subcontractors. In subsequent annual meetings, CAI will be evaluated across multiple dimensions, including:

- Contractor performance
- Supplier performance
- Individual resource performance

If any service deficiencies are identified, CAI will work with State representatives to develop and implement a **corrective action plan** to improve service levels. We understand that remedies may be imposed for missing specific performance targets, and poor performance may trigger additional meetings to monitor progress.

To keep ahead of changes, we generally prefer to conduct Quarterly Business Reviews (QBRs) for these programs to comprehensively evaluate CAI performance, program utilization, supplier performance, and emerging trends.

## SLA Tracking & Reporting

CAI agrees to meet or exceed the State’s **minimum performance standards** as outlined in Section 2.1. Our systems, including SimplifyVMS, are fully capable of tracking these metrics by service category and generating SLA reports. These reports will be submitted **annually at minimum**, or more frequently upon request by the State Contract Manager.

CAI will incorporate these SLA expectations into our pricing model and will be scored on our ability to meet or exceed the following targets:

Performance Metric	Goal	Target	Period
Requisition Confirmation Response Time	1 business day	92% or higher	Annual
New Posting Timeframe	3 business days	92% or higher	Annual
Resume Submittal Response Time	1 business day	92% or higher	Annual
Contractor Submission Volume	10+ resumes	92% or higher	Annual
Normal Fill Rate	N/A	92% or higher	Annual
Onboarding Submission	3 business days	92% or higher	Annual
Attrition Rate	N/A	10% or lower	Annual
Unqualified Candidate Rate	N/A	5% or lower	Annual
Contractor Equipment Return	3 business days	92% or higher	Annual
Customer Service Survey Results	Monthly survey	Reviewed by State	Monthly/Annual

CAI will also support **monthly SLA reviews** at the discretion of the State Contract Manager to identify and address any emerging issues.

## Scorecard & Remediation Process

Once the final scorecard is developed, CAI understands that our overall performance will be evaluated annually. If our score falls below the agreed-upon threshold, we will follow the remediation steps outlined in Section 2.2:

- **2.2a:** Participate in a performance review and implement a corrective plan within two months.
- **2.2b:** If minimal improvement is observed, CAI will enter a three-month probation period.
- **2.2c:** Continued underperformance during probation may result in contract termination, with the State reserving the right to resolicit for a new Contractor.

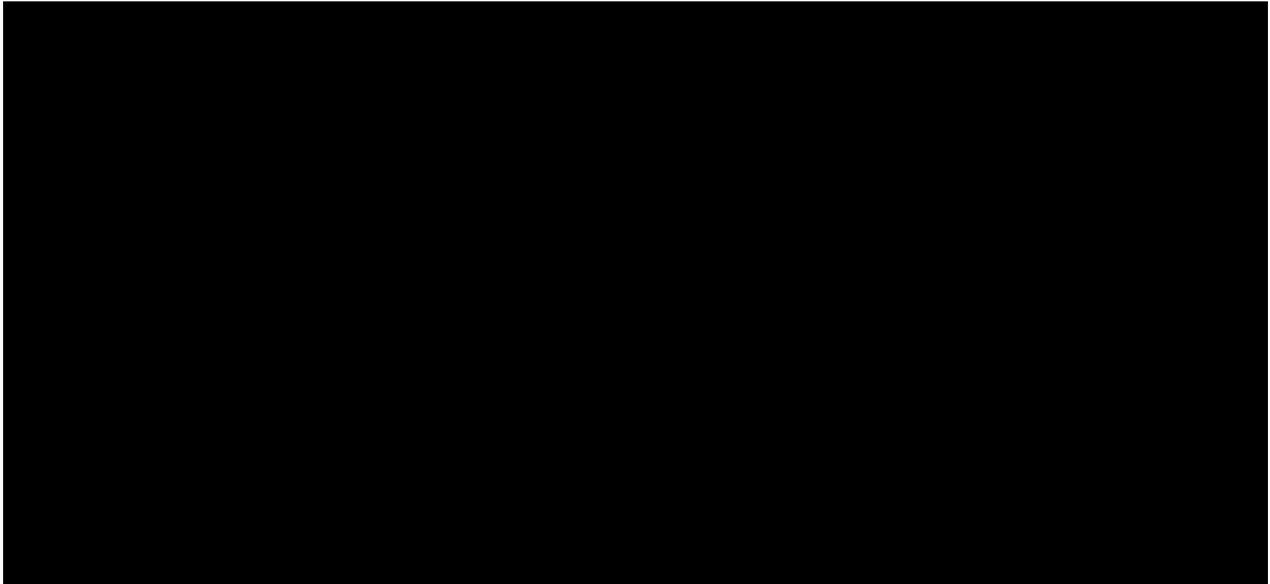
CAI is fully committed to meeting these expectations and will proactively monitor performance to ensure continuous improvement and alignment with State goals.

## Category 2 – Offeror Information

### A. Methodology for Using Staff

- A. Describe your methodology for using staff for reviewing submitted candidates before submitting them to the State. Identify if the staff are subject matter experts or knowledgeable about the services they are recruiting for. Please submit resumes for these staff members.*

CAI employs a proactive and scalable approach where staff work with the State to understand recruiting needs. We develop a pipeline of qualified candidates who undergo initial screenings, interviews, and background checks. Once top candidates are identified, their resumes are forwarded to the Hiring Manager for review. Interviews are encouraged to avoid instances of candidate fraud. The staff involved in the review process are subject matter experts (SMEs) and are knowledgeable about the services they recruit for. We include SMEs from various technical teams who conduct evaluations and provide expertise in the review process. This is provided through a comprehensive screening and testing process, and the involvement of Account Recruiting Coordination (ARC) teams composed of experienced IT professionals in technical interviews.

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### Agency Hiring Manager Prepares Requisition

These steps pertain to opening and completing a staff augmentation task order. We will use this as a model for finalizing workflow in collaboration with each Agency.

1. **Consult:** Hiring manager contacts CAI to confirm job classification and discuss requirements.
2. **Create Requisition:** Hiring manager creates requirement in SimplifyVMS and blocks off time for interviewing.
3. **Validate (Optional) and Release:** If necessary, an additional agency approver logs into the VMS and approves the requisition; CAI receives and reviews requirements and releases it to Supplier network.

### CAI Presents Qualified Candidates

These steps pertain to identifying and presenting qualified candidates for the open requisition. All tasks are performed by CAI and the Supplier network.

4. **Submit:** Supplier reviews requirements and submits qualified candidate(s) via VMS.
5. **Qualify:** CAI screens resumes, confirms accuracy, performs rate comparison and quality check, and notifies Hiring Manager of availability.

### Hiring Manager Selects Candidate

The Hiring Manager can review the candidate information online, interview candidates via multiple media, and make a final selection.

6. **Select:** Hiring manager reviews candidate profiles and informs CAI if an interview is desired; CAI informs Supplier that an interview is requested and coordinates interview times with the Hiring Manager, then the Hiring Manager interviews candidate(s) during previously blocked-off time.

- 7. Coordinate:** Hiring manager selects candidate(s) for engagement and provides CAI with startup details; CAI notifies Supplier of selection and specifics of job startup.

## Candidate Begins Work

These steps describe the process that starts after candidate selection. CAI will coordinate all logistics related to startup.

- 8. Onboard:** CAI coordinates with Supplier to ensure logistics for startup.
- 9. Start Work:** Candidate begins work.
- 10. Evaluate:** CAI Account Manager consults with Utah to review resource work and completes evaluation in the VMS System for supplier feedback.

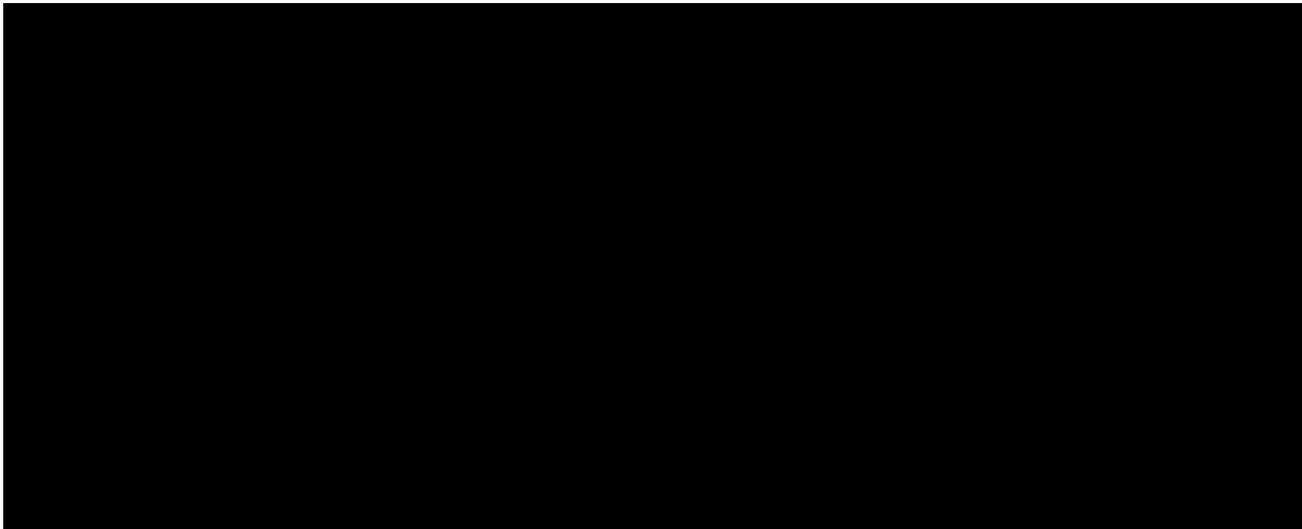
Resumes for our experienced team are in [§Resumes](#).

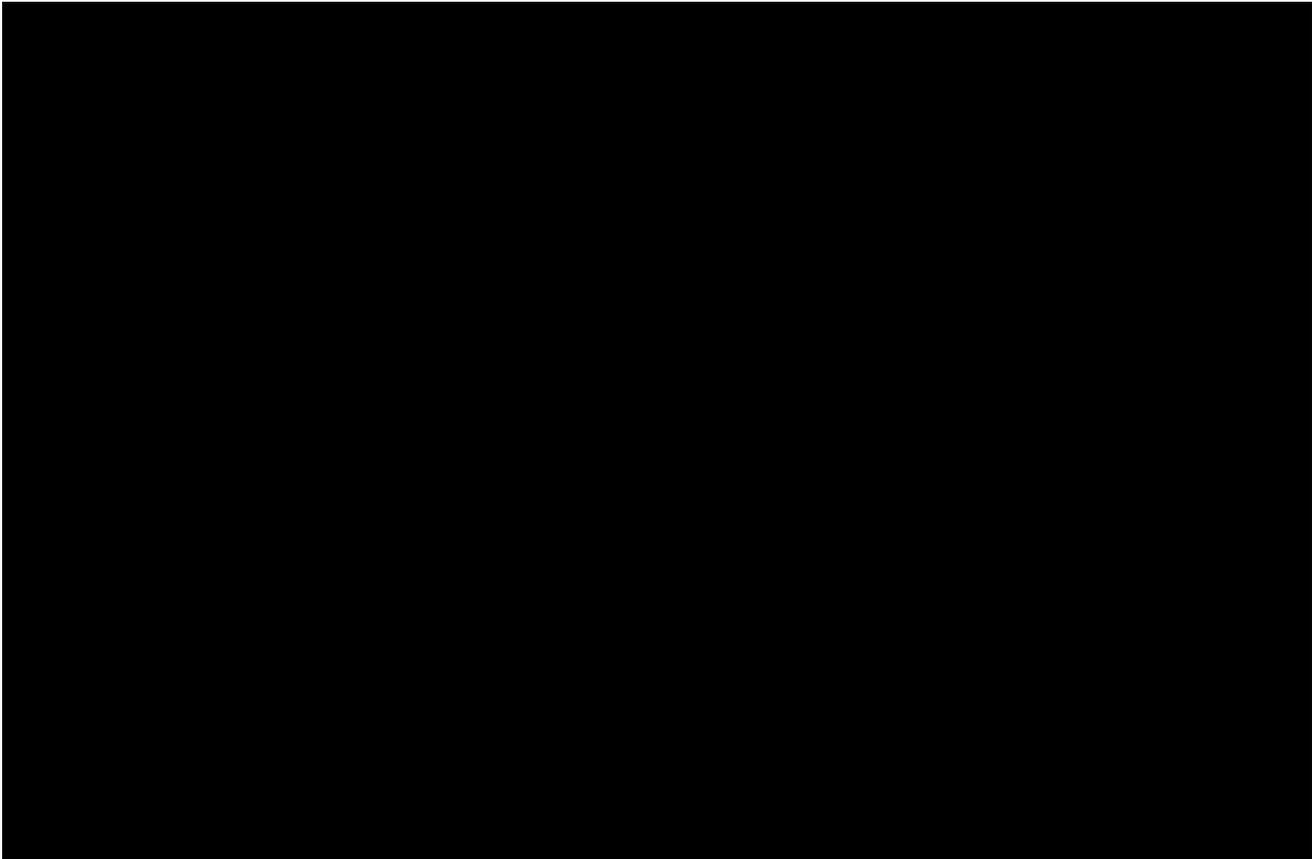
## B. Overview of Implementation Team

*B. Provide an overview of your implementation team, including the background and experience of staff assigned to convert and implement the MSP system in Utah, specific roles and responsibilities of these MSP staff, and the time commitment the State can expect from these individuals. Describe the transition process from the implementation team to the ongoing account management team.*

CAI will implement the MSP program through a structured, phased approach beginning February 6, 2026, and running through the first contract period. Our work plan covers all program development and implementation tasks, identifies the party responsible for each activity, and highlights any tasks supported by Sub-Vendors.

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### C. Maintaining One Main Account Manager

*C. The State requires the offeror to have one main account manager to work with the State on a day-to-day basis to manage, at minimum, the Executive Branch agencies SOWs, technical support, and accounting needs in partnership with State. Please provide a resume. As per the SOW, this staff member must be locally in Salt Lake City, Utah. Please indicate where this person will be working on a day-to-day basis.*

CAI acknowledges and accepts the requirement outlined in Section C. To support the State's MSP program, CAI proposes **Leah Eitland as the dedicated Account Manager** responsible for managing Executive Branch agency SOWs, providing technical support, and overseeing accounting needs in close partnership with the State.

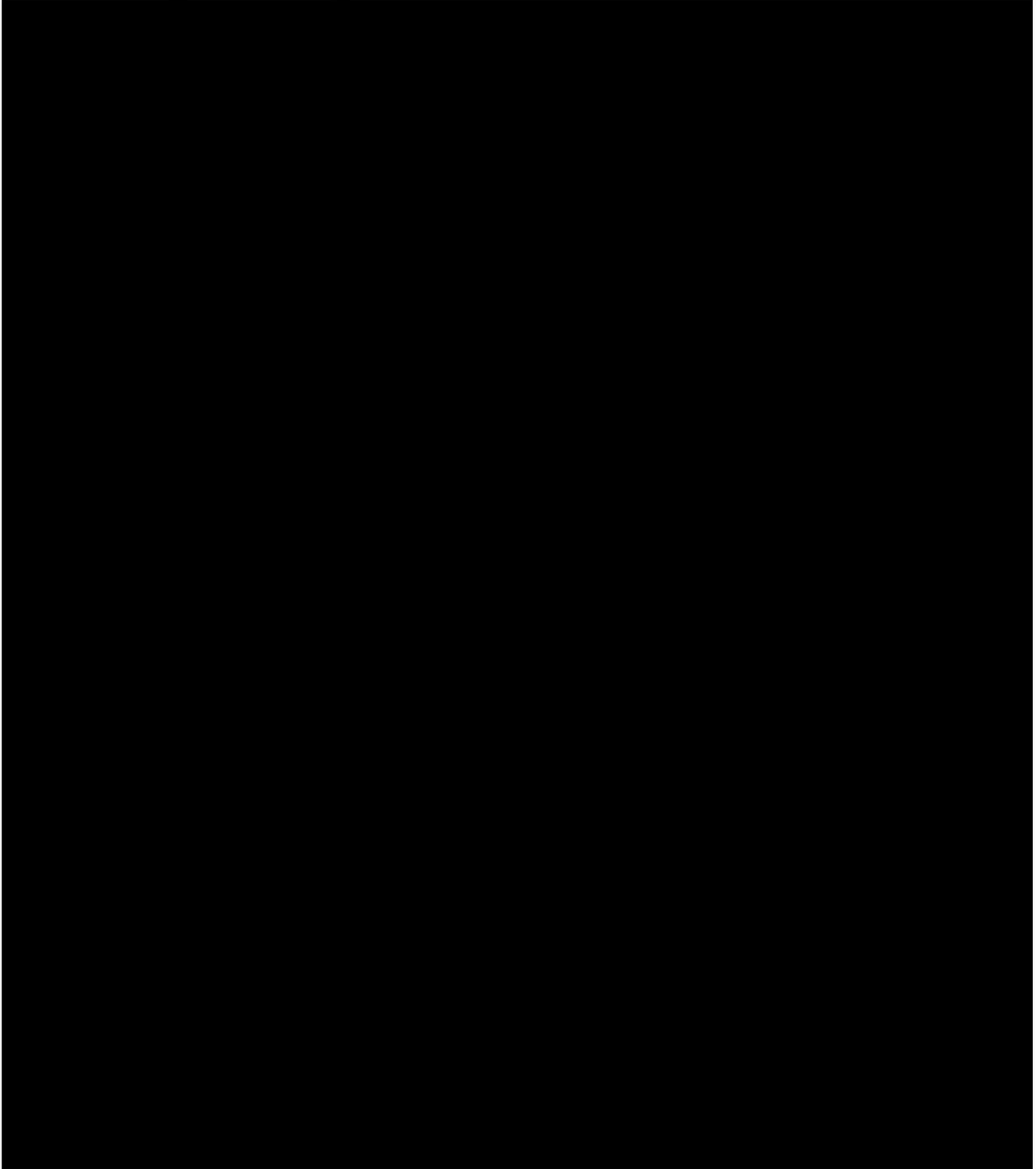
Leah will be based locally in the Salt Lake City area and will be working on-site as needed to ensure responsive, day-to-day support. Her resume is included with this submission for the State's review.

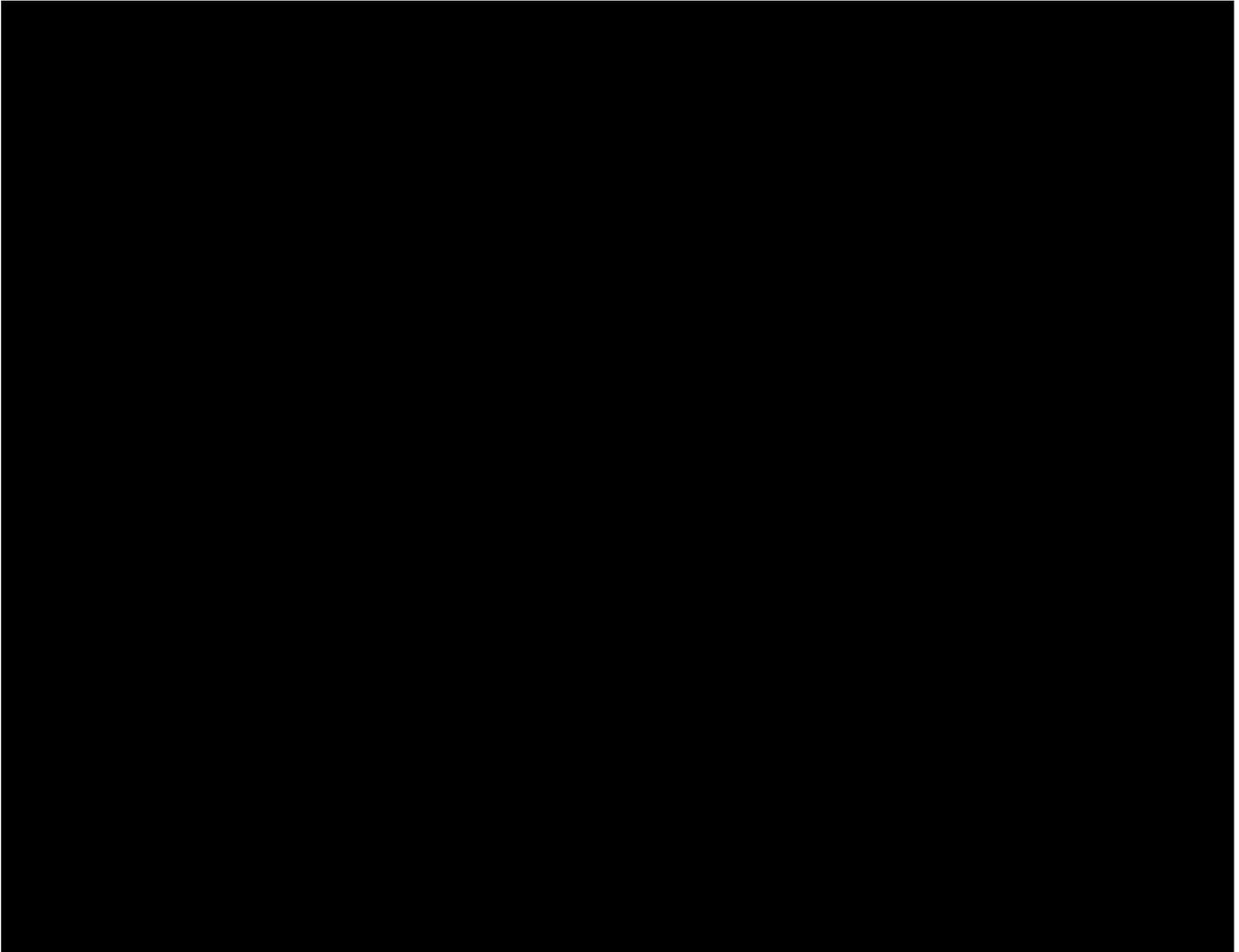
To facilitate effective collaboration and service delivery, CAI respectfully requests that the State provides workspace with internet access for Leah while she is on-site, if allowable. This will enable seamless coordination with State stakeholders and ensure timely execution of program responsibilities.

## D. Identifying Additional Account Team Members

*D. Identify any additional account team members and indicate the position, job functions, location and responsibilities. Please include the organizational structure for the staff that would manage this account. Identify the point of contacts for any escalation above this team or the account manager.*

### Account Management Team Organization Chart





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### **E. Indicated Type of Staffing Category Services are Provided In**

*E. Please indicate what type of staffing category services you can provide (IE information technology, healthcare, administrative services, accounting, office staffing etc.). Please also indicate how long you've provided these staffing category services as an MSP. Please indicate how many staff would be able to support the State in each category.*

We offer a comprehensive range of staffing category services across various sectors. We have been providing services as an MSP since 2004, beginning with our first MSP program for the Commonwealth of Pennsylvania. To give an indication of our scalability across varying labor category support, we've included below our reach via contracted vendors and CAI MSP SMEs.

The table below details the types of staffing services we provide, the duration of these services as an MSP, and the available staffing support for each category:

Staffing Category	CAI Years of MSP Delivery	# Vendors in CAI's Network	CAI SME
Business Operations	20	1902	24
Education	20	11	7
Information Technology	20	1902	24
Insurance	10	10	5
Light Industrial	10	51	9
Medical - Healthcare	10	17	4
Authorized Entity Specific Skills	20	1657	24
Other	15	1718	24

We are committed to providing tailored solutions to meet the State's unique requirements.

## Category 3 – Customer Service

### A. Monitoring Suppliers to Ensure Compliance

*Describe how your staff monitors subcontractors to ensure they are meeting the requirements and timeframes identified in the SOW. Describe how your managed service provider solution manages and tracks the performance of candidates working on projects as well as their ability to fulfill the scope of work requirements as agreed upon.*

At CAI, we take a collaborative approach to monitor our subcontractors, ensuring they meet the requirements and adhere to the timeframes outlined in the SOW. Our journey begins with crafting detailed subcontractor agreements. These agreements are carefully designed to include SLAs and performance metrics that align with our customer agreements. This foundation allows us to clearly communicate our expectations regarding performance, delivery, and contractual obligations.

We leverage our VMS as a cornerstone of our monitoring process. This system empowers us to track resource performance through scheduled evaluations at various stages of engagement. It also ensures that our subcontractors are fully compliant with documentation and credentialing requirements, maintaining the highest standards of quality and reliability.

Our commitment to excellence is further supported by regular business reviews and the use of detailed reporting tools. These tools provide us with valuable insights into staffing expenditures and enable us to make strategic adjustments. Our Operations Team is dedicated to using analytics to identify opportunities for process improvement, driving efficiency and productivity across the board.

Quality and Service Level Reports are integral to our continuous feedback loop. We maintain an extensive inventory of these reports, which allow us to provide constructive feedback to our subcontractors. When issues arise, our Account Team steps in to offer additional training, mentoring, and the necessary tools for success.

Communication is key to our success. Our Account Managers engage in ongoing dialogue with agency managers to provide project oversight and assess subcontractor performance. This helps us remain flexible, adaptable, and able to consistently deliver value to the agencies we serve.

Our Account Managers receive a comprehensive weekly SOW report every Friday, detailing all SOWs, deliverable dates, and risk indicators. They systematically review each project and communicate with vendors to obtain status updates. Should Change Requests be necessary, the CAI Account Manager collaborates with the agency manager and vendor to establish realistic timelines. In cases where issues arise, the CAI Account Manager actively engages in developing a collaborative resolution strategy.

Additionally, we conduct compliance auditing and biannual reviews of our subcontractor network. These reviews see that the breadth of skills and experience matches the demands of our agency partners. By maintaining and auditing compliance items such as insurance certificates, we uphold our commitment to excellence throughout the enrollment process.

SimplifyVMS offers a centralized system to track supplier and candidate compliance with SOWs. Each SOW includes deliverables, timelines, milestones, and billing details tied to suppliers and resources. The platform enforces compliance by monitoring due dates, flagging delays, and sending alerts when milestones are near or budgets run low.

Supplier performance is tracked via automated scorecards measuring response times, fill rates, compliance, and billing accuracy. All activity is time-stamped for auditability, and dashboards provide real-time visibility into vendor performance.

CAI uses SimplifyVMS to manage candidate performance through interviews, evaluations, and feedback. This ensures candidates meet SOW goals and allows the MSP to address issues, engage suppliers, and ensure successful project delivery.

Our approach not only helps us meet the requirements and timeframes set forth in the SOW but also strengthens our partnerships with agencies and subcontractors alike.

## B. Types of Company Satisfaction Metrics Used

*Describe the types of company satisfaction metrics you use. Do you provide satisfaction surveys or other methods to measure the same for both subcontractor satisfaction with the program as well as State satisfaction? Please provide a sample of a survey.*

CAI employs a comprehensive set of company satisfaction metrics and methods to measure satisfaction for both subcontractors and State clients. Here's a breakdown of the metrics and methods used:

**Surveys for Performance and Satisfaction:** CAI uses surveys to evaluate resource performance and customer satisfaction. These surveys cover areas such as responsiveness, quality of the screening process, feedback to suppliers, and overall performance. They are crucial for identifying trends and addressing issues proactively.

**Client Satisfaction Surveys:** Surveys are sent to Hiring Managers through the VMS at intervals such as 30 days after engagement start, monthly, and quarterly. They assess satisfaction across areas like the MSP Program, Workflow, Vendor Management System, Candidate Pool, and CAI's overall performance.

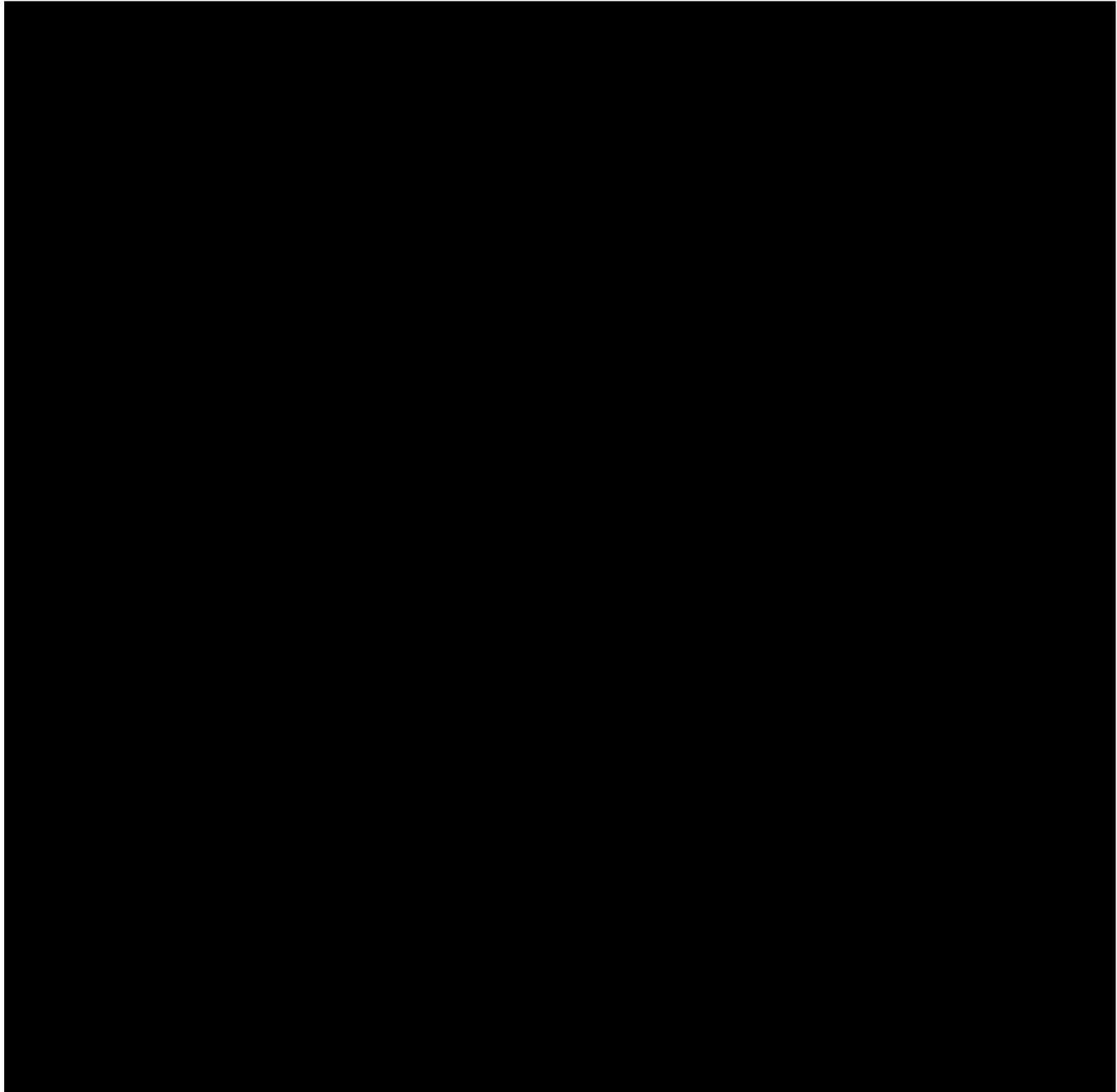
**Automated Performance Evaluations:** Conducted through the VMS at predetermined intervals, these evaluations gather feedback on contracted resource performance in areas such as productivity, quality of work, technical capability, and overall performance.

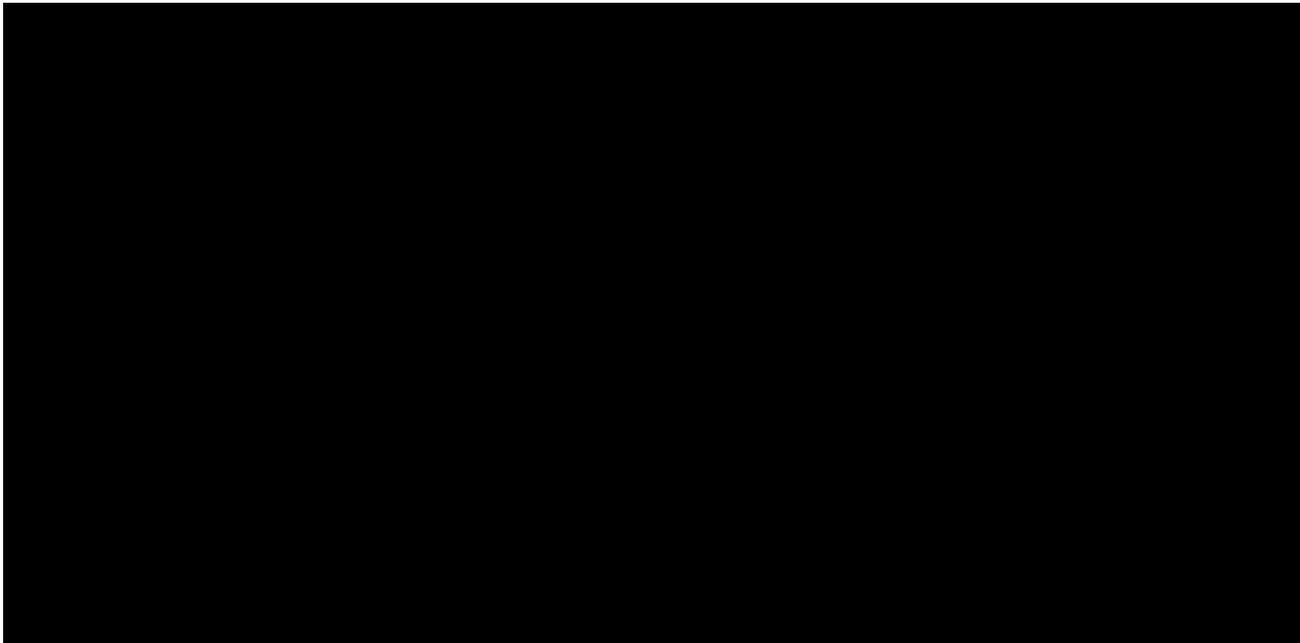
**Key Performance Indicators (KPIs):** Metrics such as hiring cycle times, requisition response rates, provider participation rates, and milestone approval rates are tracked to monitor trends and improve service delivery.

**Quality and Service Level Reports:** These reports monitor provider performance and provide feedback for improvement, including training materials, support templates, and webinars for suppliers.

**Quarterly Business Reviews:** Results from surveys and other quality reviews are presented during quarterly meetings to address customer satisfaction and identify improvement opportunities.

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## C. Responsiveness to Negative Feedback

*Describe a time when you received negative feedback about your service. Describe the situation, how it was resolved, and what changes were made to prevent such an issue from reoccurring.*

Because CAI works very closely with our clients, and provides a high touch approach to Program Management, our MSP team can resolve issues quickly as they arise.

**Case Study:** CAI MSP programs are responsible for delivering a high number of resources and projects every day. When CAI releases a requisition, our supplier network is responsible for sourcing and submitting available candidates. CAI reviews those and can rank and short list candidates to minimize review work for the Hiring Manager. There are times when a Hiring Manager may be dissatisfied with the candidate pool options, and CAI can promptly work to remediate that issue by:

- Discussing the shortcomings with the Hiring Manager to make sure we captured the job role, description, and skills adequately to truly represent what is needed, and update the requisition if needed
- Requesting rapid response from the supplier community for additional candidates, and for them to put extra recruiting focus on a requisition
- Screen the candidates with any new criteria and feedback, and have CAI pull in additional SME reviewers if necessary

CAI ultimately meets our fulfillment SLAs, and so our process for troubleshooting and for swarming challenging roles leads to successful outcomes.

### **SimplifyVMS Implementation – Client Escalation**

SimplifyVMS takes a proactive and resilient implementation approach focused on **pre-deployment validations, region-specific configuration checks, and idempotent, API-driven integrations.** We

leverage canary releases, automated regression testing, and live observability dashboards to ensure clean handoffs from configuration to Go-Live, especially across multi-region deployments.

### **Example of Negative Feedback & Resolution (Implementation Context)**

Soon after Go-Live, a client raised concerns about duplicate invoice lines being generated, which affected payments and vendor trust. Upon investigation, the issue was traced to a tax configuration error specific to one U.S. state, where an incorrect state-level tax logic triggered unnecessary retries during invoice batch processing.

### **Resolution**

The SimplifyVMS team immediately reviewed the affected jobs and assignment, isolated the tax-related logic in the integration layer, and conducted a detailed 5-Whys analysis. We discovered that invoices missing state-specific tax parameters were being retried and reprocessed causing duplicates.

Within 48 hours, the fix was deployed:

- Implemented **state-level tax validation gates** before file handoff
- Simplify executed a full reconciliation with credit memos to correct impacted records

### **Preventive Changes**

- Added U.S. **state-specific tax rules** to our pre-flight validation engine
- Expanded regression testing to simulate **multi-jurisdiction tax scenarios**
- Introduced a **Tax Configuration Checklist** as part of all future U.S. deployments
- Real-time alerting on invoice retry anomalies and tax calculation mismatches
- This strengthened our implementation framework for multi-region rollouts and reinforced our position as a platform built for **compliance-aware, enterprise-grade deployments**

### **Client Feedback**

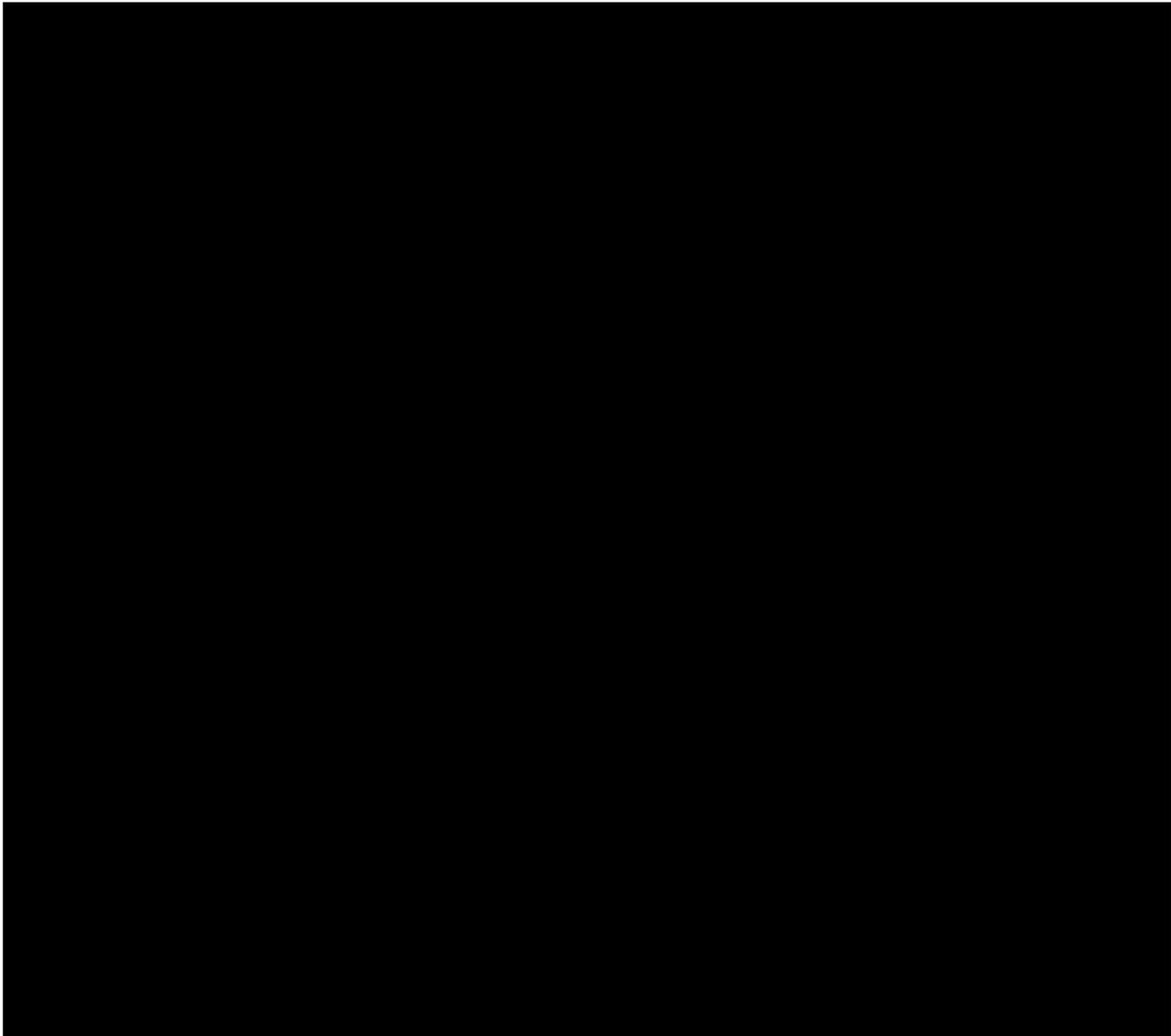
The client acknowledged the speed, transparency, and precision of the resolution. Their AP lead shared, “This was a complex tax issue across some U.S. entities, and your team resolved it faster than expected with zero disruption to the next billing cycle. We’re now more confident in SimplifyVMS than ever before.”

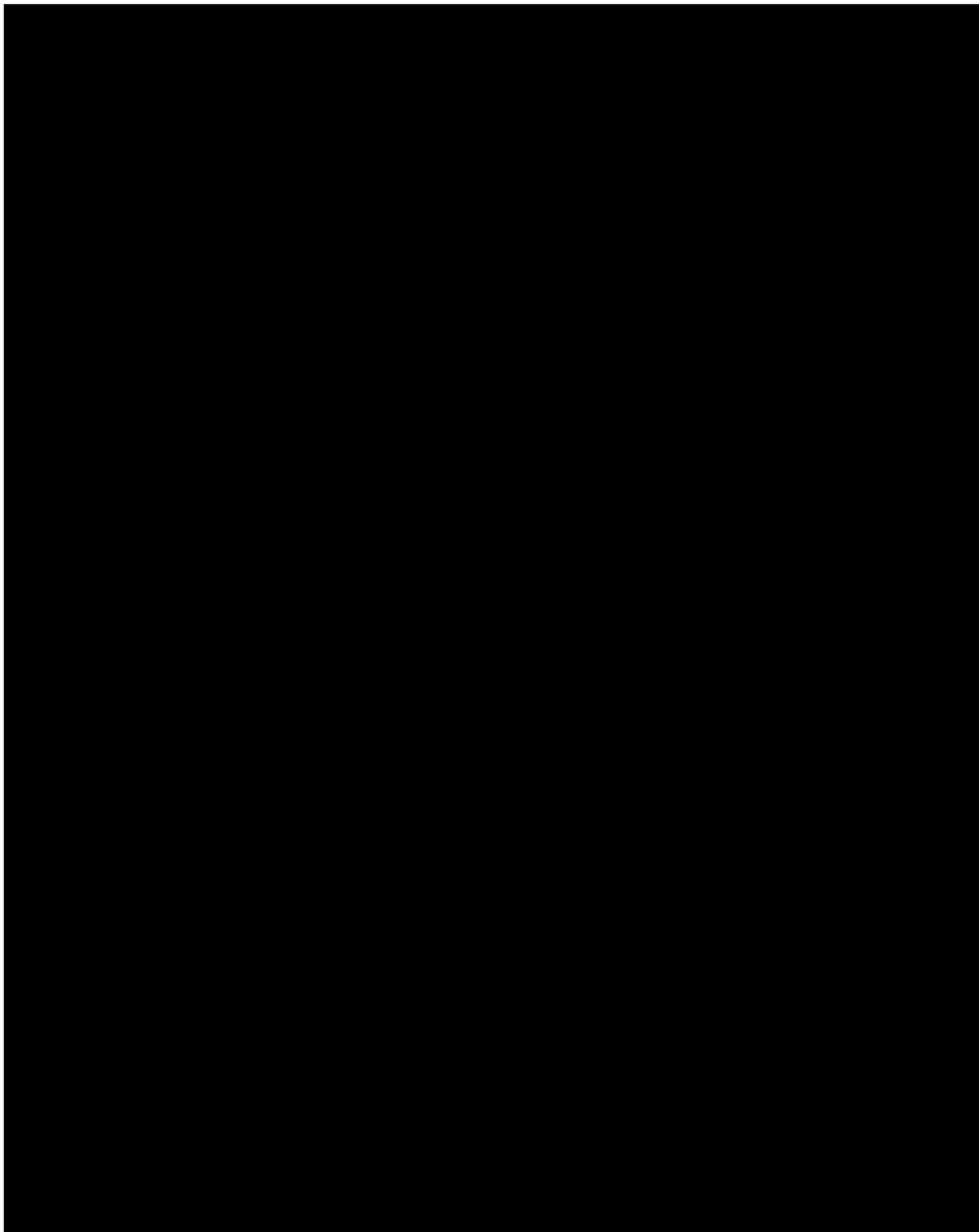
## Category 4 – Implementation, Conversion & Ongoing Support

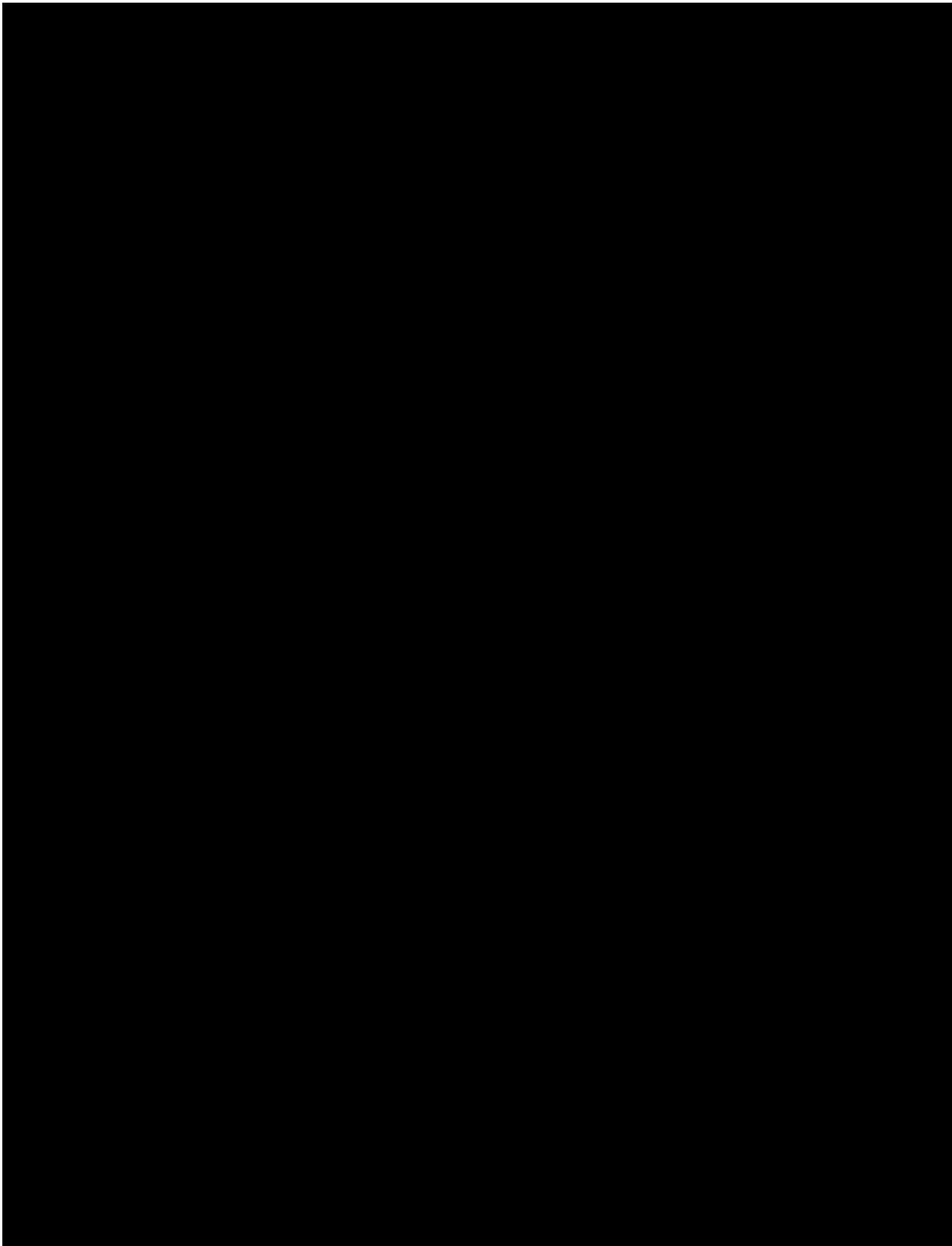
### A. Overview of Implementation Strategy

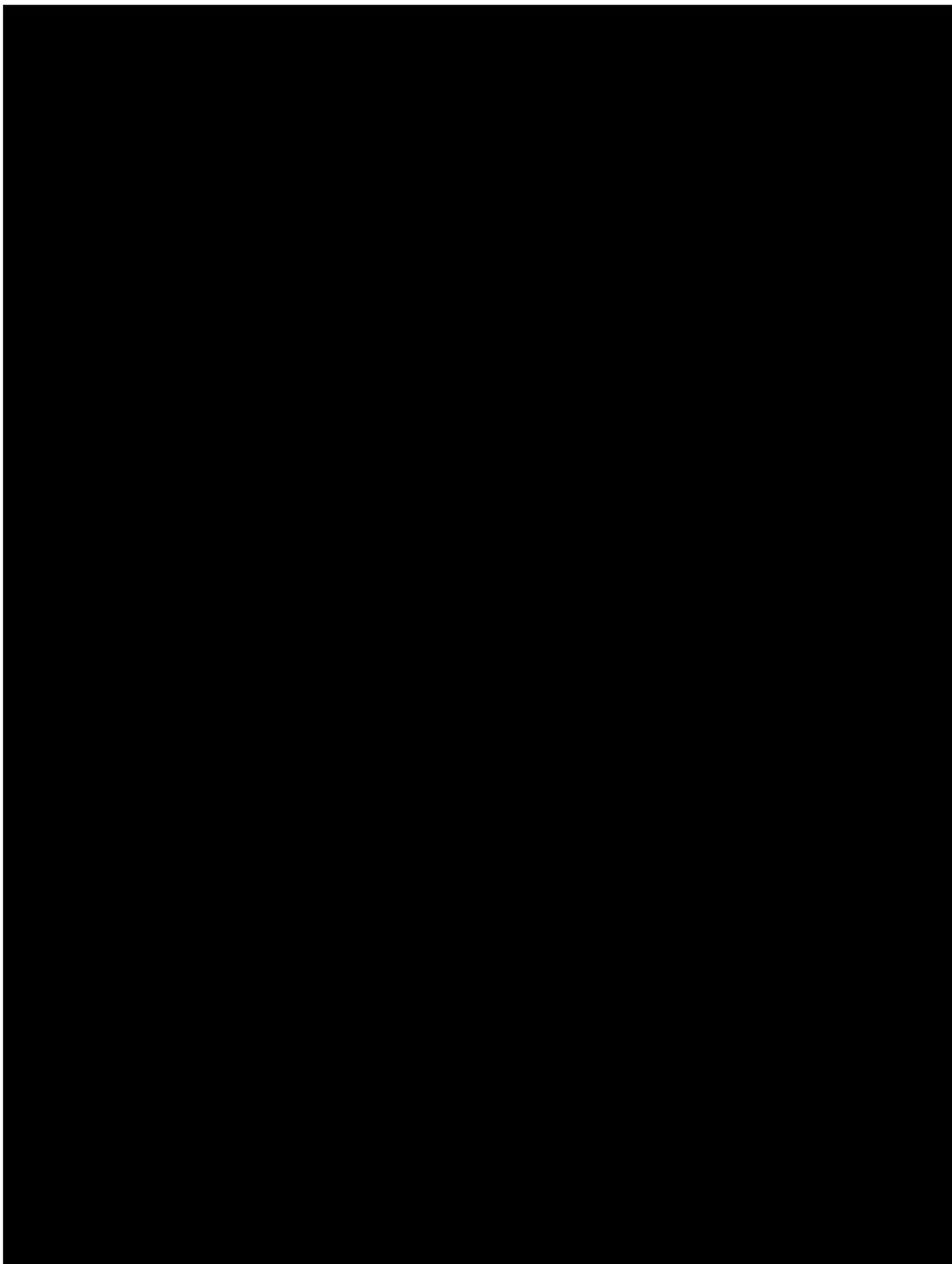
*Provide an overview of your implementation strategy. Specifically, how would you propose to implement a vendor managed solution for the State? Include any build templates the State would need to fill out to get the online system running, proposed schedule, State staff requirements (including time requirements) for the implementation, testing phase, etc. Please include a high-level implementation plan and timeline. The State must have the system up and running by August 25, 2026, please indicate if you'd be able to meet or exceed that date and if not, what a target implementation date would be.*

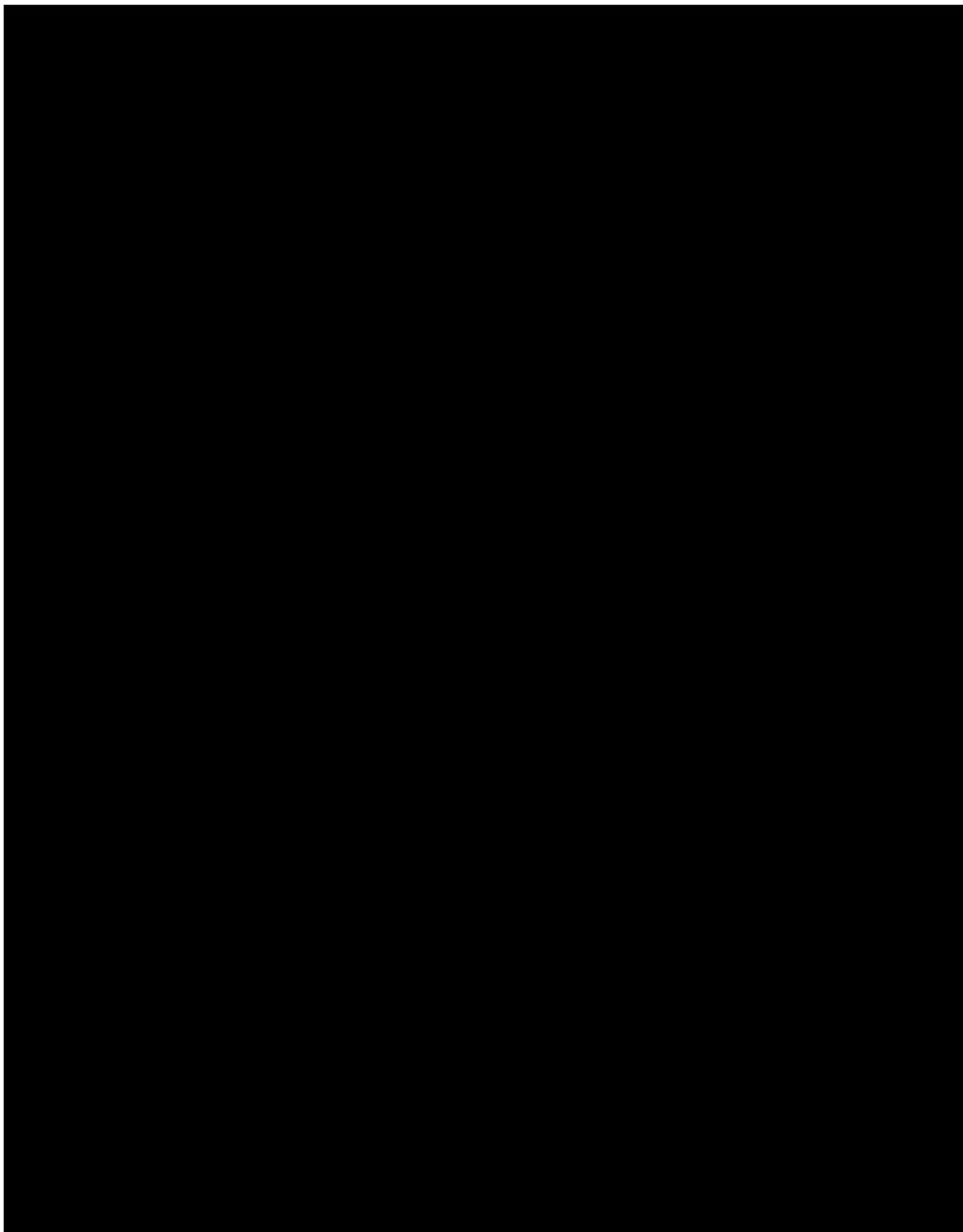
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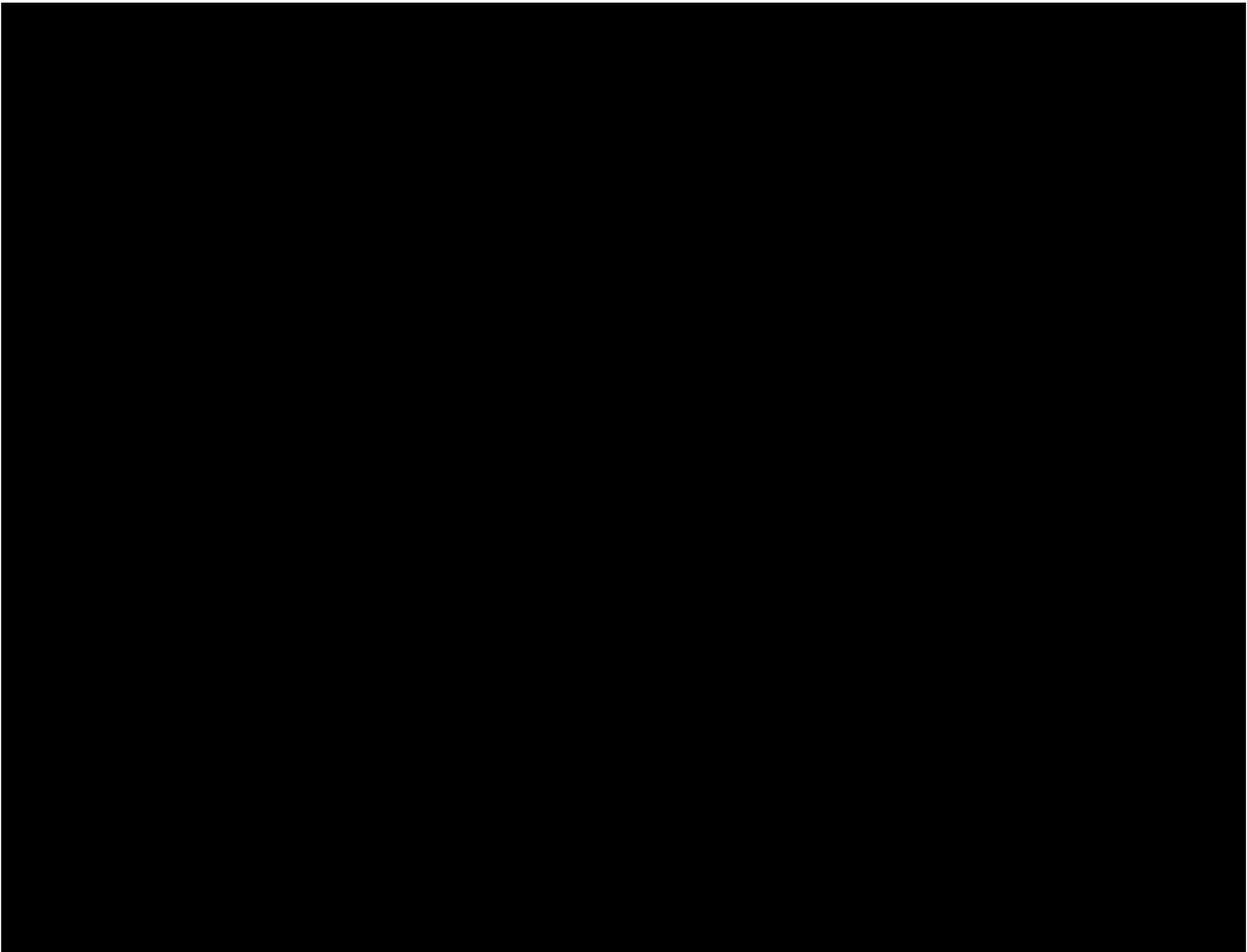












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Please see [§Project Plan](#) in the [§Appendix](#).

## B. Ability to Integrate Time Management and Approval Systems

*Describe your firm's ability to integrate time management and approval systems to avoid duplication of time entries. It is anticipated that for the IT services, the State will want to look at exporting the time entries and approvals into a spreadsheet for upload into the MSP system. Describe your system's ability to take this information, including the approvals, and upload directly into your MSP system.*

SimplifyVMS provides robust **time management and approval integration capabilities** to ensure that worker hours are captured, validated, and approved once, without duplication. The system supports both **direct integration with timekeeping applications** and **upload of State-provided spreadsheets**, ensuring flexibility for the State of Utah's IT services environment.

Key capabilities include:

- **API-first integration:** SimplifyVMS connects in real time with enterprise time management and approval systems via REST/SOAP APIs. For the State, this includes integration options with **SAP**

**Payroll/ESS** for time approvals and with the **new HRMS** once implemented. Approved hours flow automatically into SimplifyVMS for downstream invoicing, eliminating duplicate entry.

- **Spreadsheet uploads:** In scenarios where time data and approvals are exported to a spreadsheet, SimplifyVMS supports **secure file uploads** (Excel/CSV). Files can be mapped to worker IDs, assignment IDs, and approval status, allowing direct import into the system. Validation checks ensure that only approved hours are accepted, and errors are flagged for correction.
- **Approvals alignment:** Each uploaded or integrated time entry is tied to the associated **State manager approver** and linked back to **project, cost center, and purchase order** for financial control.
- **Auditability:** All imported timesheets retain full audit trails, including approval metadata, to satisfy compliance and reporting requirements.

Integration support:

- **Open API scenario:** Real-time sync with **SAP Payroll/ESS** and the State's **new HRMS** for time approvals.
- **Legacy/non-API scenario:** If certain systems cannot transmit via API, **SimplifyBridge iPaaS** enables secure **flat-file ingestion** (CSV/Excel) on a scheduled or on-demand basis, ensuring the State's spreadsheet exports can be seamlessly uploaded into SimplifyVMS.

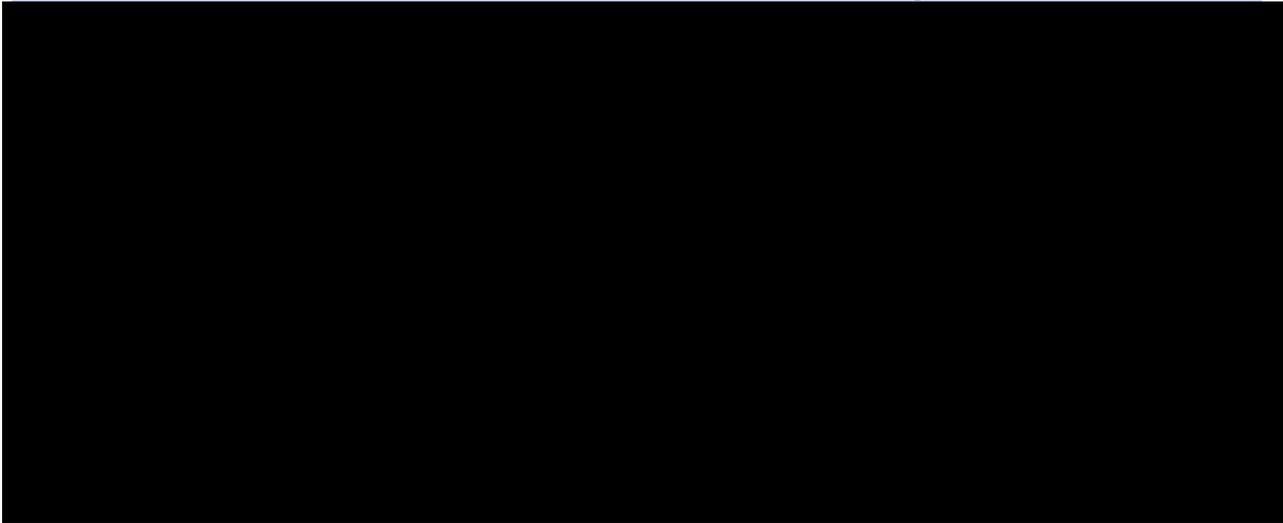
Through these options, SimplifyVMS ensures that **time data is captured once, approved once, and synchronized across systems**, providing accuracy, efficiency, and audit-ready compliance without manual duplication.

## C. Timeline for Transitioning Existing Staffing Suppliers

*Provide a comprehensive plan including the timeline showing how you will transition all existing staffing subcontractors into the new managed service provider model.*

Our comprehensive plan is in [§Project](#) in the [§Appendix](#).

A high-level illustration appears below.

**Protected Business Confidential Information Begins****Protected Business Confidential Information Ends**

CAI will focus on smooth migration of all existing resources into the new MSP program. Nearly all of CAI's MSP implementations involve some level of this, and we have developed a repeatable methodology that includes stakeholder engagement, supplier onboarding, rate normalization, and structured communications:

- **Data Collection:** Our process begins with comprehensive data collection from incumbent vendors to capture every active engagement, including assignment details, current rates, tenure, and skill sets. We then validate this information directly with State of Utah stakeholders and individual agency users to confirm resource status, contract requirements, and anticipated end dates.
- **Onboarding Incumbent Suppliers and Resources:** Once the data is verified, CAI will assess each assignment for transition eligibility and identify opportunities to refresh or upgrade skills where needed. CAI transitions existing suppliers and resources into the new MSP program. We collect pay rate data, reenroll suppliers into the CAI-built network, and onboard current contractors to reinforce service continuity. We will map each resource to the new rate card and program structure, ensuring consistent, equitable compensation and compliance with MSP policies.
- **Training and Change Management:** Our dedicated transition team will communicate with all impacted resources early and often, providing clear guidance on onboarding steps, program expectations, and any required training. We develop and tailor training materials for different stakeholders, including Hiring Managers and suppliers. CAI implements a change management strategy to address resistance, ensure effective communication, and train users to work with the new MSP model.
- **Post Go-Live Support:** After the program goes live, CAI continues to onboard new suppliers to expand the supplier network. We also provide ongoing support to verify that the MSP program is operating effectively.

Progress is closely monitored throughout the implementation period, with regular reports provided to necessary stakeholders. These reports provide details on completed tasks, outstanding issues, resolved concerns, and the number of resources transitioned. With our proven methodology, decades of consolidation experience, and a track record of successfully transitioning hundreds of contracts

across complex public sector environments, CAI confidently guarantees a seamless and efficient consolidation of the State's contracts into a unified, transparent, and value-driven MSP program.

To safeguard consistency and accountability, CAI develops and deploys final approval and candidate contact checklists, guaranteeing that all onboarding activities, communications, and compliance steps are completed prior to placement. We also establish a structured contract review process and quarterly program reviews with the State, ensuring supplier performance and service delivery are continuously monitored and improved. To keep the supplier network current, CAI implements a quarterly Supplier update process, while monthly SLA and KPI reporting provides State stakeholders with transparent metrics and performance insights.

While rare, CAI proactively prepares for situations such as a staffing subcontractor declining to enroll or a resource unexpectedly exiting. Our transition team immediately engages the subcontractor to address concerns, provide assistance, and facilitate rapid enrollment. If a resource cannot transition, we activate our backfill protocol, leveraging our supplier network and talent pipelines to source and onboard qualified replacements quickly, often within the agreed service-level timelines. We maintain continuous communication with Utah stakeholders throughout, so any adjustments are transparent and disruption to services is minimized.

## D. Transition Plan for Outgoing State MSP

*Provide a transition plan for the outgoing State MSP, specifically, how would your firm migrate the statements of work that are currently in progress so there is no disruption of service? Indicate what information and coordination your firm needs the State to provide for this transition. Please include a high-level transition plan and timeline to meet a completion date of August 25, 2026; please indicate if you'd be able to meet or exceed that date and if not, what a target implementation date would be.*

CAI acknowledges and accepts the requirement to provide a transition plan for the outgoing State MSP. We are fully committed to executing a seamless and timely migration of all in-progress SOWs into the new MSP model, with no disruption to service delivery across Executive Branch agencies.

A detailed transition plan, including all key tasks, milestones, and dependencies, is documented in our Microsoft Project Plan Implementation Schedule, in [§Project](#) in the [§Appendix](#). This schedule outlines the coordinated activities necessary to onboard incumbent subcontractors, migrate active engagements, and align all operational workflows with State requirements.

To ensure a successful transition, CAI will work closely with the State to secure the following:

- A complete inventory of active SOWs, including associated resources, timelines, and deliverables
- Contact information and cooperation from incumbent suppliers and subcontractors
- Access to relevant documentation, systems, and onboarding protocols currently in use
- Coordination with the outgoing MSP to facilitate knowledge transfer and minimize disruption

CAI is confident in our ability to meet or exceed the target completion date of August 25, 2026. Our implementation team, led by the assigned Account Manager, will ensure that all transition activities are executed with precision, transparency, and full collaboration with State stakeholders. We welcome the opportunity to partner with the State in delivering a high-performing MSP solution that supports continuity, compliance, and long-term success.

## E. Training Plan for State End User Sessions

*The State requires in person training of the VMS system for the Executive Branch agencies at a minimum of 4-5 different times which the State will assist with setting up. The Contractor will be responsible for setting up and training any non-Executive Branch entity. Provide a detailed training plan for the State end user sessions.*

For the Executive Branch agencies, CAI will deliver **four in-person training sessions**, scheduled with the State's assistance. Each session will be **role-based and scenario-driven**, ensuring participants receive practical, hands-on experience with the platform. Key focus areas include:

- **Navigation:** Users are trained on how to navigate through the VMS.
- **Creating a Requirement:** Users who submit requisitions are trained on the process of creating a requirement within the VMS. We talk about how our management team works with clients to ensure accurate requirements, including priorities set by the agency. This includes separate modules for SOR/SOW requisitions.
- **Approving a Requirement:** Approvers who have approval/rejection authority of submitted requirements are trained on how to review and approve/reject a requirement. We also demonstrate requisitions requiring multiple approvals.
- **Selecting Candidates:** We discuss the screening process, so users understand CAI's role in prescreening candidates to forward to the agency. Users are trained in how to review and select a candidate for engagements.
- **Approving Expenses:** This module focuses on the process to review and approve or reject expense reports. Where appropriate, we may address agency-specific policies.
- **Approving Timesheets:** Time approvers are trained on the process of reviewing/approving/rejecting timesheets.
- **Evaluating a Candidate:** Users with engaged resources are trained on the process of evaluating the engaged candidate's performance.
- **Reporting:** Users can learn how to run and/or create their own reports.

Training will be conducted through live instructor-led sessions supplemented by access to the UAT environment for practice, video tutorials, and step-by-step quick reference guides.

This approach ensures that Executive Branch agencies achieve confidence in day-to-day system use, while also establishing the MSP as the **internal center of expertise** to support long-term adoption and training continuity.

### End User Training Plan

Organized by CAI, these end user-focused training sessions are scheduled before Go-Live and will continue throughout the contract duration. They can be conducted virtually for scalability or in person for strategic user groups.

### State End Users (CAI Employees Providing MSP Services to the State)

CAI's internal MSP personnel such as Implementation Managers, Account Managers, Program Analysts, and Help Desk staff are trained through a structured onboarding and continuous development program tailored to their assigned functions:

- **Role-Based Training:** Each MSP team member receives training aligned to their specific responsibilities, including use of the VMS, State contract terms, service-level expectations, compliance protocols, and stakeholder engagement.
- **Organizational Oversight:** All MSP staff performance is monitored by their respective CAI managers. Performance improvement plans, coaching, or reassignment are implemented as necessary to ensure accountability and quality.
- **Live and Ongoing Enablement:** Internal team training is refreshed through regular webinars, process updates, and client-specific briefing sessions to ensure consistency and awareness of state-specific priorities.

Change management is a critical component of successful training, especially when transitioning from one system to another. We recognize that this shift can be complex and often requires not just technical instruction, but also thoughtful guidance to help users adapt to new processes and tools. That's why our approach includes both local and virtual hands-on support — ensuring that users feel confident and supported throughout the change. Please see [Change Management Methodology](#) for more detail.

Approximately two weeks prior to Go-Live, we facilitate training sessions. For Authorized Users, these are normally 2.5 hours per session, offered morning and afternoon. Since COVID, we have done most training via webinar. We are available to provide virtual, hybrid, and/or in-person training. As noted, we will have key personnel in Utah, readily available for on-site training. We will record any virtual trainings for potential reuse. Our intention is to maintain a series of recorded webinars on our portal which can be accessed at any time.

## F. Training Plan for Suppliers and their Employees on the System

*The Contractor will also be responsible for setting up and training the subcontractors and their employees on the system. Please provide a detailed training plan for these sessions.*

CAI recognizes that supplier adoption is critical to the success of the VMS program. To ensure subcontractors and their employees are fully enabled, each session will be **role-based and scenario-driven**, ensuring participants receive practical, hands-on experience with the platform. Initial training will cover program kick-off, team introductions, an overview of the program, usage FAQs, and how to contact CAI for support — all designed to ensure smooth onboarding and engagement. Key focus areas include:

- **Navigation:** Users are trained on how to navigate through the VMS.
- **Reviewing a Requisition:** Suppliers are trained on how to access the information on the requisition, including how to evaluate/prioritize requirements so that they can respond more effectively; this includes compliance item review.
- **Submitting a Candidate:** Suppliers are trained on the process of submitting candidates.
- **Submitting Timesheets:** Supplier candidates are trained on timesheet submission; this includes proxy submissions, when supplier managers submit timesheets on behalf of the resource.
- **Submitting Expenses:** Suppliers and Resources are trained on the process of submitting expenses.

- Submitting SOW deliverables: Suppliers who enroll as SOW suppliers are trained in the process of bidding SORs and submitting deliverables.

### Training Sessions

CAI will be responsible for organizing and delivering supplier-focused sessions prior to Go-Live and throughout the contract. These sessions can be conducted **virtually for scalability** or **in person for strategic supplier groups**.

### Suppliers and their Employees

For all suppliers CAI ensures qualification alignment and readiness through:

- **VMS Role Configuration:** Each requisition within the VMS defines required and preferred skills, certifications, and clear job descriptions. Suppliers must align candidate submissions to these specifications, ensuring strong skills match.
- **Supplier Education and Mentoring:** CAI mentors Suppliers, guiding them on State expectations, role requirements, and effective candidate preparation. This includes:
  - Supplier metrics performance reviews
  - As needed updates and category-specific guidance
  - Validation of resumes and qualifications before submittal
  - Ongoing communication around performance expectations
- **Candidate Readiness and Onboarding Support:** CAI ensures that selected candidates are briefed on job responsibilities, workplace expectations, and onboarding requirements. Where needed, CAI coordinates with the State to facilitate preplacement orientation.

For Suppliers, the sessions are generally 1.5 hours. We will record one or more of the sessions and place the recording on our portal. In addition, we will create a separate brief webinar for Resources, focused on time entry and expense submission.

## G. Ongoing Training

*Please describe any ongoing training that can be provided on an as needed basis and how it is conducted.*

Approximately two weeks prior to Go-Live, we facilitate training sessions. For Authorized Users, these are normally 2.5 hours per session, offered morning and afternoon. Since COVID, we have done most training via webinar. We are available to provide virtual, hybrid, and/or in-person training. As noted, we will have key personnel in Utah, readily available for on-site training. We will record any virtual trainings for potential reuse. Our intention is to maintain a series of recorded webinars on our portal which can be accessed at any time.

For Suppliers, the sessions are generally 1.5 hours. We will record one or more of the sessions and place the recording on our portal. In addition, we will create a separate brief webinar for Resources, focused on time entry and expense submission.

### Summary of Training Topics

The below table is a high-level summary of training topics. In addition to this training, it's important to note that CAI will provide ad-hoc training as requested by any Agency, Supplier, or Resource user. CAI also provides weekly office hours for Suppliers as well as Quarterly Refresher training on Program & Technology topics.

Topic	Description
<b>Agency Users</b>	
Navigation	Users are trained on how to navigate through the VMS.
Creating a Requirement	Users who submit requisitions are trained on the process of creating a requirement within the VMS. We talk about how our management team works with clients to ensure accurate requirements, including priorities set by the agency. It includes separate modules for SOR/SOW requisitions.
Approving a Requirement	Approvers who have approval/rejection authority of submitted requirements are trained on how to review and approve/reject a requirement. We also demonstrate requisitions requiring multiple approvals.
Selecting Candidates	We discuss the screening process, so users understand CAI's role in prescreening candidates to forward to the agency. Users are trained in how to review and select a candidate for engagements.
Approving Expenses	This module focuses on the process to review and approve or reject expense reports. Where appropriate, we may address agency-specific policies.
Approving Timesheets	Time approvers are trained on the process of reviewing/approving/ rejecting timesheets.
Evaluating a Candidate	Users with engaged resources are trained on the process of evaluating the engaged candidate's performance.
Reporting	Users can learn how to run and/or create their own reports.
<b>Supplier Users</b>	
Navigation	Users are trained on how to navigate through the VMS.
Reviewing a Requisition	Suppliers are trained on how to access the information on the requisition, including how to evaluate/prioritize requirements so that they can respond more effectively; this includes compliance item review.
Submitting a Candidate	Suppliers are trained on the process of submitting candidates.
Submitting Timesheets	Supplier candidates are trained on timesheet submission; this includes proxy submissions, when supplier managers submit timesheets on behalf of the resource.
Submitting Expenses	Suppliers and Resources are trained on the process of submitting expenses.
Submitting SOW Deliverables	Suppliers who enroll as SOW suppliers are trained in the process of bidding SORs and submitting deliverables.

In addition, we create mini tutorials for basic functions as video files. They walk the user through specific tasks within the VMS.

We will also train State staff in using the reporting functions of the VMS. At a minimum, this includes two Utah Super Users. We anticipate some agency staff may also wish access to this function.

### Ongoing Training Delivery

CAI and SimplifyVMS ensure ongoing training is available throughout the life of the contract to support user adoption, system updates, and onboarding of new stakeholders.

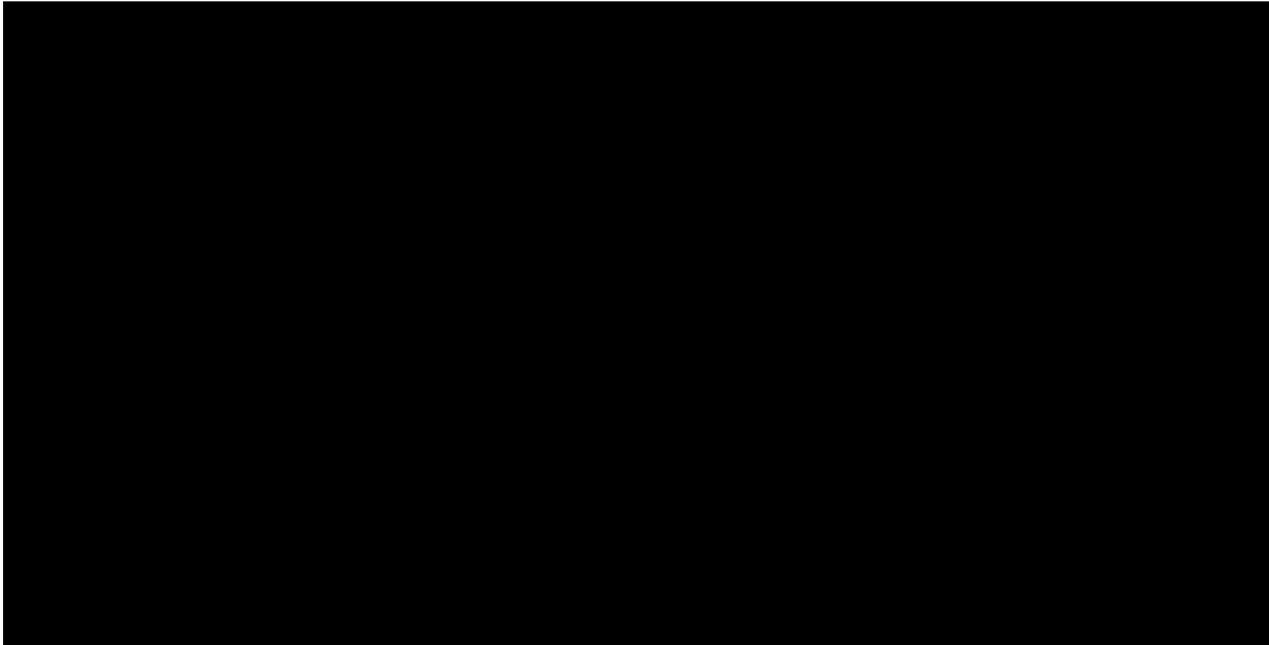
- **SimplifyVMS Support:** Whenever system enhancements or workflow changes occur, SimplifyVMS provides **updated training guides, demo scripts, and quick-reference materials** to the MSP, enabling timely downstream delivery.
- **On-Demand Learning:** Users have access to in-system support features including **help screens, hover-over tooltips, embedded walkthroughs, and FAQs** that offer contextual assistance during day-to-day use.
- **Role-Based Reinforcement:** Ongoing training focuses on real-world use cases, whether requisition approvals for managers, invoice validation for finance, or compliance uploads for suppliers.

## H. Ongoing Support/Help Desk

*Describe the ongoing support available to end users for help with the VMS, including hot line or toll-free numbers, day and time availability, and any restrictions.*

As a joint solution, CAI and SimplifyVMS provide a **24x7 support model** to ensure that end users of the State of Utah can access help with the VMS at any time without restriction. Support is available through multiple channels, supported by a tiered escalation model and measurable SLA commitments.

**Protected Business Confidential Information Begins**



**Protected Business Confidential Information Ends**

**Support Availability**

- 24 hours a day, 7 days a week, 365 days a year
- No restrictions on time of day or day of week for contacting support
- Regional support presence across the U.S., Canada, UK/Europe, India, Singapore, and Australia – ensuring coverage and redundancy

**Support Channels**

- **Toll-free phone line** – for urgent issues requiring immediate response
- **Email** – for detailed issue reporting and follow-ups; this will be established at time of award
- **In-platform chat** – real-time functional support within the SimplifyVMS application
- **Zoho Desk ticketing system** – integrated for logging, categorizing, and tracking tickets, with full visibility for State users into ticket progress and resolution

**Tiered Support Structure**

- **Level 1 (Frontline):** 24/7 hotline/email support for basic issues (logins, navigation, password resets); provides initial triage and categorization before escalation
- **Level 2 (Advanced):** Handles workflow adjustments, vendor-related questions, and configuration issues; proactively monitors alerts to prevent disruption
- **Level 3 (Technical):** Focused on API integrations, performance, and compliance issues; engages technical specialists for resolution
- **Level 4 (Engineering/Development):** Addresses software bugs, new releases, and enhancements; provides documentation and manages roadmap requests

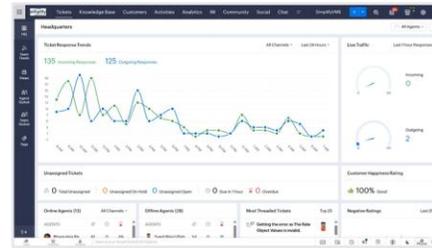
Our support model is **fully U.S.-based**, ensuring every end user receives direct assistance for the VMS. While CAI maintains a global presence and operates worldwide, all help desk operations, including hotline and toll-free numbers, are staffed exclusively within the U.S. Our approach guarantees that daytime and after-hours coverage meet U.S. service standards and avoid international routing or restrictions.

## Snapshot of Simplify SLAs

### Support SLAs

Severity Level	Description	Initial Response	Resolution	Contact Mode	SLA Target %
Level 4	<b>Blocker</b> SimplifyVMS is offline and/or does not function at all, and there is no circumvention for the problem.	Within 1 Hour	Resolution within 6 hours	Phone / Email / Ticketing System	90%
Level 3	<b>Critical</b> A broader system issue that requires urgent attention, impacts the use of the system for the client.	Within 1 Hour	Within 1-2 business days	Phone / Email / Ticketing System	80%
Level 2	An unexpected problem with the software, often comes with an error Message.	Within 3 hours	Within 3-6 business days	Phone / Email / Ticketing System	70%
Level 1	<b>Minor</b> - The reported issue is not critical to the day-to-day operations.	1 Business Day	5 business days	Phone / Email / Ticketing System	70%
Trivial Level 0	<b>Trivial</b> - issue is resolved during the initial call and/or email communication reporting the issue.	N/A	Resolved During Initial Communication	Phone / Email / Ticketing System	N/A

**Note:** Simplify will make commercially reasonable best efforts to make Simplify VMS services available with an uptime of 99.9% outside of the maintenance window.



**Open Tickets**

TICKET ID	SUBJECT	CLIENT NAME	TARGET DIA
#28039	Vendor Name Correction In Contract...	UKG (Ultima...	-
#28027	Dish - Request to replace the existin...	Dish	-
#28024	High-Vendor Needs Paid Invoice Rep...	Gallagher	-
#28020	High- Vendor Cannot Add Resources...	Gallagher	-
#28018	Simplify warning with Chrome	Gallagher	-
#27998	UPDATE: Apply CT Tax	Ceva	-
#27996	JCPenney - Request to import a work...	JCPenney	-
#27987	URGENT! Timesheet Upload functio...	Gallagher	-
#27971	High- Vendor Cannot Add Resources...	Gallagher	-

### Service Level Agreements

- **Severity 4 – Blocker:** Response within 1 hour; resolution within 6 hours
- **Severity 3 – Critical:** Response within 1 hour; resolution within 1–2 business days
- **Severity 2 – Unexpected problem:** Response within 3 hours; resolution within 3-6 business days
- **Severity 1 – Minor issue:** Response within 1 business day; resolution within 5 business days
- **Trivial issue:** Resolved during initial communication

### Governance and Proactive Support

- SimplifyVMS provides **weekly and monthly SLA reports** to track ticket volumes, response times, and resolution compliance
- **Automated monitoring and alerts** notify support teams of anomalies before they impact end users
- **Scheduled maintenance** is communicated in advance, with minimal disruption
- Clear **escalation paths** exist up to the Chief Delivery Officer to ensure accountability

This model provides the State of Utah with an **always-available, SLA-backed help desk** that combines multiple access channels, proactive monitoring, and support resources. All end users, whether State agency staff or suppliers, will have access to rapid, reliable support with full visibility into resolution progress.

## Category 5 – Subcontractor Recruiting and Pool

### A. Methodology for finding new suppliers

*A. Describe your methodology for finding new subcontractors to add to the MSP pool. Please indicate how you will determine if a subcontractor will be a good fit for the MSP and be successful in the program. Identify the steps and timeframes to add these subcontractors and the steps to terminate subcontractors. What minimum mandatory requirements are used to qualify subcontractors outside of those the State requires?*

CAI employs a structured methodology for identifying, evaluating, and integrating new subcontractors into the MSP pool, as well as for determining their fitness and success within the program.

#### Methodology for Identifying New Subcontractors

- CAI conducts a **Supplier RFI process and performs gap analysis** to assess current supplier coverage and identify areas needing expansion. This provides effective supplier network rightsizing and optimal coverage.
- We utilize our extensive **existing network of over 2100** firms across the U.S., including those with Business Enterprise Program (BEP) and Disadvantaged Business Enterprise (DBE) certifications, to identify potential new subcontractors.
- Our approach prioritizes **commitments to diverse partner firms**, including Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs), when subcontracting opportunities arise.

#### Criteria for Determining Fit and Success

- Subcontractors are **evaluated against clear quality standards** and performance metrics, with objectives established to ensure adherence to project quality management practices.
- We **track and report** on subcontractors' adherence to quality standards using KPIs, identifying areas for improvement.
- All subcontractors must adhere to standardized supplier guidelines, emphasizing transparency and accountability throughout the process.
- Priority is given to subcontractors with a strong track record in relevant areas, ensuring they have the capacity to meet program demands.

#### Steps and Timeframes for Adding Subcontractors

The process to integrate a new subcontractor into the MSP typically spans approximately 60 calendar days. This includes discovery sessions, knowledge transfer, VMS setup and training, onboarding incumbent suppliers, and other pre-implementation activities leading to program execution.

#### Steps for Terminating Subcontractors

- **Confirm the decision to terminate** the subcontractor with the CAI Account Manager, Hiring Manager, and the contractor's supplier.

- **Ensure all credentials, client equipment, and documentation are returned** by the resource, and notify client security to remove access.
- **Forward disengagement details** to the CAI MSP Operations Team, ensuring timesheets are completed and approved, and handle administrative functions to disengage the resource.
- Generate and send a **Customer Satisfaction Survey** to the Hiring Manager through VMS notification.
- Work with the resource and supplier to ensure the **return of client materials**.
- **Enforce a penalty clause** in the subcontractor agreement to help ensure compliance.

### **Minimum Mandatory Requirements Beyond State Requirements**

While specific additional requirements beyond those mandated by the State are not detailed in the available documents, CAI emphasizes compliance with specifications, diversity goals, subcontractor disclosure requirements, and certification for BEP subcontracting goals.

## **Supplier Network**

CAI has developed a comprehensive strategy for recruiting and retaining suppliers capable of fulfilling both standard and specialized positions as well as project-based staffing requests across the State. Our strategy is grounded in a targeted, multi-channel outreach approach that aligns with the State's procurement processes and emphasizes the benefits of participating in the statewide MSP program. These benefits include cost savings, faster procurement cycles, compliance assurance, and access to a proven, professionally managed staffing ecosystem.

Key components of CAI's supplier recruitment plan include:

- **Targeted Outreach and Engagement:** We leverage our own networks; information we get from clients; and other publicly available information to target specific suppliers. For example, we would consider:
  - Incumbent IT vendors
  - Targeted or Minority certified businesses
  - Our own network of IT suppliers
- **Direct Referrals:** We get direct referrals from Utah and agencies, based on contacts they make at conferences and industry events. They reach out to CAI and have us assist in getting the supplier enrolled.
- **Client Requests:** As MSP, we work directly with agencies to ensure a broad network to support competitive bids, sometimes in specific domains of service. For example, in 2022 the Georgia Institute of Technology desired a fixed-price SOW for a ServiceNow implementation. We conducted a search for, screened, and enrolled several consulting firms with specific skills in ServiceNow integration. Similarly, we helped expedite enrollment for a number of firms specializing in PeopleSoft managed services to broaden the base of suppliers to bid on a managed services project for the State Accounting Office (SAO).
- **Education and Enablement:** CAI hosts regular webinars, onboarding workshops, and live questions and answers (Q&A) sessions to introduce potential suppliers to the program, explain onboarding requirements, and demonstrate how to engage with requisitions through the VMS.

- **Marketing and Communications:** We leverage contract-specific webpages on our MSP portal, targeted email campaigns, and curated content across platforms like LinkedIn to share key information and promote the value of joining the supplier network.

## Supplier Network Benefits

We are committed to providing an equal-opportunity MSP that welcomes participation by all eligible vendors (size as determined during Implementation) and rewards those that best deliver on the State's needs. We are committed to providing meaningful advantages to all suppliers, with a particular emphasis on supporting Utah-targeted firms, e.g., certified small businesses and those that are based in Utah. We have developed a supplier enablement model that promotes equitable access, transparency, and long-term growth.

Our supplier network benefits from the following key program features, designed to meet and exceed the State's expectations.

- **Streamlined Workforce Management**

The supplier portal and VMS simplify the entire ecosystem for temporary staffing services. The registration process is straightforward; invoicing and payment processing is fully automated; and the workflow for responding to requisitions is configured to help suppliers focus on identifying qualified candidates and highlighting their strengths. Streamlined workflow enables suppliers to spend time on hiring, recruiting, and training, as opposed to marketing and selling.

Suppliers receive real-time visibility into requisition status, candidate activity, and compliance documentation, thereby reducing administrative burden and allowing them to focus on sourcing top talent.

- **Cost Efficiencies and Expedited Payments**

CAI offers expedited payment options, including early payment programs to help suppliers who need cash flow assistance, regardless of whether we have received payment from the State agency. Our centralized invoicing and billing support minimizes administrative overhead and ensures timely, accurate payments.

Participating in the MSP program is also a cost-effective means for suppliers to enter the marketplace and avoid costs for sales and marketing. This will be especially important for Utah small businesses seeking to grow their business.

- **Risk Mitigation and Compliance Support**

Through training, guidance, and VMS-driven compliance checkpoints, we help suppliers stay aligned with contract requirements, labor laws, and onboarding standards. The VMS includes automated alerts for expiring documentation and a compliance dashboard to reduce the risk of noncompliance. CAI's Management Team actively works with participating suppliers to provide guidance to ensure they remain compliant and can continue to contribute to the program's success.

- **Workforce Scalability and Growth Opportunities**

Suppliers gain access to a broad pipeline of requisitions:

- Across Utah, including standard, specialized, and project-based roles. The MSP program provides suppliers with one-stop access for job placements.

- Across the U.S., Suppliers are also eligible to participate in other staffing programs that CAI manages.
- Access to non-MSP programs: CAI also does significant non-MSP business with public sector entities across the U.S. as well as Fortune 500 and other commercial clients. Suppliers are welcome to participate in these other programs.
- **Training, Communication, and Performance Enablement**  
 We provide quarterly web-based training sessions, one-on-one coaching, and tailored support to help suppliers navigate the VMS, understand market trends, and improve candidate submittal quality. Weekly program update emails keep the supplier network informed of changes, upcoming needs, and best practices. Suppliers also have access to CAI’s thought leaders and SMEs for one-on-one advice on how to be more effective in supporting our clients. This includes SMEs in multiple program areas across the public sector as well as SMEs in specific professional domains.
- **Fair Access and Equal Opportunity**  
 All suppliers compete equally within requisition tiers/grouping in our program, approved by Utah. Candidate selections are based on qualifications and fit.

## Supplier Enrollment

We maintain a rigorous and structured vetting process to ensure suppliers meet the high standards of integrity, compliance, and operational readiness required to participate in our temporary staffing services programs. Having consistent requirements helps mitigate financial, legal, and performance risks while building a trustworthy and capable supplier network. We will review the vetting process with Utah during implementation; over the life of the contract, we will regularly review our vetting process to reflect updated State requirements, legal standards, and program policies, and industry best practices.

## Current Baseline

We anticipate the following minimum requirements, and any additional needed.

Item	Description
Subcontractor Agreement	This is the standard subcontract agreement with T&Cs flow down of our executed contract with the State; we have submitted a copy with this proposal.
W-9	This is a standard W-9 form, with the Employer Identification Number (EIN).
Certificate of Insurance (COI)	The required coverages will flow down from the RFP.
E-Verify Affirmation	Vendors must provide proof of enrollment in the U.S. Department of Homeland Security E-Verify program to ensure resources are eligible to work in the U.S.
Small Business Attestation	If relevant, businesses attest their certification as a State of Utah small business.

Other	Many of our suppliers have state or Federal certifications relevant to their ownership (veteran/disabled veteran, woman-owned, minority-owned, etc.). We retain the documentation on file as an optional component.
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## Compliance Review

Compliance reviews are continuous, described below. Our experience is that it is important to assess supplier performance on an ongoing basis to prevent or remediate issues at the earliest opportunity. We publish performance audits quarterly.

- **Documentation Compliance (Continuous)**

We require suppliers to maintain current compliance documentation. At enrollment, the suppliers provide various attestations and other documents, each of which can have a different expiration date. For the COI, certain lines of insurance may have different expiration dates, which we track.

We have fully automated compliance audits for contract documentation. These are date driven, related to the document and its expiration date. We notify the supplier via email as the expiration approaches on any specific document and monitor it to ensure they provide a newly updated document. This means that we can identify and address non-compliance the moment it occurs.

- **Payment Audits (As Needed)**

Payment audits will be conducted on an as-needed basis.

- **Performance Audits (Quarterly)**

We conduct performance audits quarterly. We have extensive metrics on supplier performance, and we are actively redesigning the supplier performance dashboard. Our intention is to use these for quarterly reviews, focused on ensuring the suppliers continuous effectiveness and ongoing compliance across the program.

## Proposed Vendor Scorecard



An example of one of our contract web portals is available to view at: [Connecticut IT Managed Service Provider Contract](#).

 [Contact us](#)  

[Overview](#) [Support Materials](#) [Resources for Hiring Managers](#) [Resources for Suppliers](#)

## Enrollment documents

Review the following documents to understand the requirements for becoming an active supplier in the network.

<a href="#">Criteria for Participation</a> →	<a href="#">CWS Supplier Agreement</a> →
<a href="#">Contract information</a> ↗	

## Register and view portals

Follow the instructions and links to start the registration and enrollment processes.

<a href="#">CAI Supplier Management Portal</a> ↗	<a href="#">Registration quick guide</a> →
<a href="#">Register with CAI</a> ↗	<a href="#">CAI Supplier Management Portal FAQ</a> →

Home / Services / Contingent Workforce Solutions (CWS)

## Georgia

The Georgia IT Managed Services Contract is used by state agencies and other authorized entities to obtain contingent services for time and materials (T&M) resources and fixed price deliverable-based Statement of Work (SOW) solutions.

[Overview](#)

### Contract links

For more information related to our managed service provider (MSP) contract, please click the button that corresponds to your role.

[Hiring Managers](#) [Suppliers](#)

### Helpful support materials

The following support materials provide guidance on how to best start using our Georgia state government contract.



[Staff augmentation versus statement of work \(SOW\): Learn which option is best for you](#)



[Statement of work process guide](#)



[Staff augmentation process guide](#)

## B. Number of Staffing Suppliers within Network

*B. How many staffing subcontractors work within your network?*

CAI's Workforce Management supplier network includes more than 2100 active subcontractors (vendors) who are utilized for contingent services delivery across MSP contracts. This extensive network allows CAI to effectively meet diverse client needs and maintain a substantial pool of talent for different projects. CAI will work with Utah during implementation to curate the right number and makeup of supplier community, which encompasses a mixture of existing Utah suppliers, local and targeted suppliers, as well as CAI's high performing suppliers, for IT hourly (staff augmentation) as well as SOW/project-based services.

## C. Services Provided to Staffing Suppliers

*C. What services does your organization provide the staffing subcontractors who participate? Provide a narrative outlining your subcontractor relationships. Give an example of an exceptional subcontractor partnership.*

CAI fosters strong relationships with its staffing subcontractors by providing a range of services and support that help them succeed in their roles. Our approach is built on collaboration, proactive engagement, and a commitment to diversity and inclusion.

CAI offers staffing subcontractors a curated vendor network specifically designed to align with client needs and evolving program demands. We actively engage our subcontractors through training sessions and information-sharing initiatives to provide alignment with program metrics,

anticipated changes, risks, and areas of importance. Our proactive approach includes identifying and engaging qualified subcontractors, with a particular focus on certified diverse businesses. We prioritize compliance by ensuring subcontractors adhere to staffing agreements that outline expectations, SLAs, and performance metrics. Additionally, our back-office team supports administrative functions such as onboarding, contractual agreements, compliance logistics, and offboarding.

At CAI, subcontractor relationships are governed by a comprehensive subcontractor agreement. These agreements clearly define roles, responsibilities, SLAs, and performance metrics tied to specific customer agreements. We actively manage a vendor network tailored to specific client needs, allowing flexibility and scalability as demands evolve. Our engagement with subcontractors includes outreach events and partnerships with local chambers of commerce, minority business councils, and industry associations, prioritizing certified diverse businesses with proven capabilities. Regular communication with subcontractors on open requisitions, anticipated skill sets, and program metrics ensure alignment. Vendors receive ongoing training to address changes, risks, and areas of importance, equipping them to deliver high-quality solutions.

By streamlining the enrollment process, we foster our subcontractor partnerships even further by opening up additional revenue streams for them through our other CWS contracts. By encouraging expansion of services into other geographies, CAI has enabled growth outside of our subcontractor's local business opportunities. For example, in 2024 Virginia-based vendors recognized nearly \$7 million in additional revenue through CAI's CWS contracts beyond the revenue they were generating through our Commonwealth of Virginia contract.

### **Examples of an Exceptional Subcontractor Partnership**

#### ● **Example 1: Crystal Data LLC**

- Partnership began while serving as the MSP for the State of PA (not sure of exact enrollment date but CAI held contracts with PA from 2004-2015).
- Crystal Data LLC has been invited to participate in other CAI-managed MSP programs based on their high performance and ability to deliver on our clients' needs.
- They are currently enrolled in 11 of CAI's 17 current MSP programs, with 36 active contractor engagements.

#### ● **Example 2: aFit Staffing, Inc.**

- Partnership began in January 2022 in support of the State of IN's MSP program.
- They are a small, WBE based out of Indiana that performs staff augmentation and SOW/project-based work supporting IT, Admin/Clerical, and Account Finance related opportunities.
- The relationship between CAI and aFit flourished after initial conversations helped aFit align with program's workflow.
- The relationship quickly expanded as CAI saw aFit's ability to quickly and effectively support a variety of scenarios presented under the program, where they were able to support CAI's delivery in response to unique client requests requiring immediate execution.
- aFit has been able to support a number of urgent staff augmentation and SOW/project-related requests to ensure client service/operational continuity.

- They have held 100+ staff augmentation and multiple SOW/project related engagements under the State of IN's MSP program to date, and they are currently enrolled to support two additional CAI-managed MSP programs, with additional programs on the near horizon.

## Category 6 – Vendor Management System Specifications

### A. Description of Online Vendor Management System

*Give a brief description of your online VMS. Include the system's top selling features that the State would most likely utilize based on the information found in this RFP. (Maximum of 1 page) A live demo of this system may be required for vendors who meet the minimum score threshold.*

SimplifyVMS is a **cloud-native, web-based VMS** designed to streamline the full lifecycle of contingent labor and IT consulting services. SimplifyVMS has **300+ active VMS customers** covering 100+ countries, was founded in **2016**, and currently has 500+ employees. The system is **accessible 24/7 via browser or mobile devices**; hosted in U.S.-based AWS data centers under the State's DTS-managed cloud accounts; and backed by strict uptime, disaster recovery, and **GovRAMP security** standards.

For the State, SimplifyVMS delivers the following top features directly aligned with RFP requirements:

- **Configurable, Statewide Platform** – A single instance of SimplifyVMS supports all Executive Branch agencies and non-Executive entities, with role-based dashboards for Program Teams, Hiring Managers, and Suppliers. Workflows, forms, and approval hierarchies can be easily tailored to agency requirements without custom coding.
- **Statement of Work Management** – Approved SOWs can be created, posted, and distributed to vendors within the system. Vendors submit bids and candidates directly through the VMS, ensuring transparency, compliance, and audit trails.
- **Time and Expense Integration** – SimplifyVMS integrates with the State's **SAP Payroll/ESS** and **new HRMS** for time approval. It also accepts spreadsheet uploads where required. This avoids duplicate entry and ensures approved time flows seamlessly into invoicing.
- **Assignment and Financial Tracking** – Each assignment can be tracked by project name, State manager, worker legal name, vendor, agency, cost center, and purchase order. Integration with **FINET/Vantage** ensures alignment with State accounting and reporting structures.
- **Compliance and Onboarding** – Built-in workflows support background checks, 10-panel drug testing, and document uploads. Suppliers and candidates cannot begin assignments until compliance tasks are completed.
- **User Experience and Navigation** – Intuitive dashboards, global search, configurable filters, and decision wizards make navigation easy for both State staff and suppliers.
- **Reporting and Visibility** – More than 70 configurable reports and real-time dashboards provide visibility into requisitions, approvals, time capture, supplier performance, and program spend. Reports can be scheduled, exported, and distributed automatically.

- **Support and Availability** – A 24x7 help desk with tiered support levels and SLA commitments ensures reliable, ongoing assistance for both State agencies and suppliers.

SimplifyVMS provides the State of Utah with a **secure, configurable, and user-friendly VMS** that aligns with all requirements in the RFP, including statewide scalability, integration with HRMS and financial systems, compliance enforcement, and transparent reporting. We are prepared to demonstrate these capabilities in a live system demo at the State's request.

## B. VMS' Use of AI and AI Information Access

*Please provide information on if this system utilizes any AI, how it is utilized, and what information it has access to. Please verify that the use of this AI meets the State's policy identified in the IT Terms and Conditions*

SimplifyVMS makes **limited, controlled use of AI** within its core VMS platform. AI is not used for decision-making outside of defined workflows and does not access external data sources.

### AI Capabilities in SimplifyVMS

- **Resume Parsing:** SimplifyVMS uses AI-powered parsing to extract structured information (skills, experience, education, certifications) from candidate resumes. This streamlines candidate submission and searchability.
- **Chatbot Support:** An AI-driven in-platform chatbot provides users with assistance for common tasks such as creating requisitions, navigating workflows, and accessing help resources.

### Scope of AI Access

- AI features are limited to data **already within the SimplifyVMS environment**, e.g., resumes, requisitions, workflow metadata.
- No external generative AI models or public large language models are used.
- AI components do not access, transmit, or learn from external datasets.

### Compliance with State Policy

- SimplifyVMS confirms that its limited use of AI complies with the **State of Utah IT T&Cs**, including the prohibition on unauthorized use of generative AI for sensitive or regulated data.
- All data processed through AI features remains within the **State's DTS-managed cloud environment** (U.S.-based AWS) and is encrypted both in transit and at rest.
- AI outputs are used only to enhance usability and efficiency (e.g., structured resume fields, automated help guidance) – not to override user approvals, compliance checks, or audit controls.

SimplifyVMS leverages AI only for **resume parsing** and **chat-based support functions**, both of which operate strictly on data within the VMS. These uses comply fully with the State of Utah's IT T&Cs, ensuring that **no State data is exposed to external AI engines** and that all AI use remains transparent, secure, and policy compliant.

## C. VMS' Ability to Restrict Access Rights

*Describe your VMS' capability to restrict access rights so end users can only see and pull reports on information pertaining to their SOWs. Does it have the ability to restrict rights by user, agency, and admin?*

When establishing user access to SimplifyVMS, CAI follows the NIST Special Publication 800-53, specifically under control AC-6: Least Privilege. Key Principles of Least Privilege in NIST:

- **Minimal Access:** Users and processes are granted the minimum level of access necessary to perform their duties.
- **Role-Based Restrictions:** Access is often managed through roles, ensuring that permissions align with job responsibilities.
- **Separation of Duties:** Helps prevent abuse by ensuring that no single individual has control over all aspects of a critical process.
- **Periodic Review:** Privileges are reviewed regularly to validate necessity and remove excess access.

SimplifyVMS provides a granular **role-based access control (RBAC) framework** that ensures users can only view, act upon, and report on data relevant to their responsibilities. Access rights can be configured at multiple levels, including user, agency, and administrative tiers, in alignment with the State's organizational structure and compliance requirements.

### Access Restriction Capabilities

- **By User:** Individual user profiles are tied to defined roles, e.g., Hiring Manager, Program Team, Supplier. Each role has pre-set permissions that can be further customized, restricting access to only those requisitions, SOWs, or assignments the user is authorized to manage.
- **By SOW/Project:** Users are limited to reporting and dashboards for SOWs they own or are assigned to. For example, a Hiring Manager sees only their requisitions and associated SOW activity.
- **By Agency/Department:** SimplifyVMS supports **multi-agency configuration**, allowing agencies to operate independently within the same system. Agency-level restrictions ensure users cannot access or report on data belonging to other agencies.
- **By Admin:** Administrators at the State or MSP level have configurable access to program-wide data. Admin privileges can be scoped to specific agencies, cost centers, or program dimensions as needed.

### Reporting Restrictions

- Reporting modules in SimplifyVMS inherit the same RBAC rules. End users can only pull reports on data that falls within their assigned scope. This prevents unauthorized visibility of other agencies or projects' information, ensuring compliance and data security.

### Integration with UtahID SSO

- All access is managed through UtahID SSO, which enforces secure authentication and identity management. User roles and permissions in SimplifyVMS are synchronized with the State's HRMS and FINET/Vantage systems, ensuring alignment with organizational hierarchies.

**Legacy/Non-API Scenario**

- If certain legacy State systems cannot synchronize role data through APIs, SimplifyBridge supports secure file-based imports of user-role mappings, ensuring permissions remain accurate even in non-API environments.

SimplifyVMS ensures that users can only see and act upon the data relevant to their SOWs, assignments, or agencies. With user-, agency-, and admin-level controls, combined with reporting restrictions and UtahID SSO integration, the platform provides the State of Utah with a secure, compliant, and fully auditable access management framework.

**D. VMS' Functionality for Use on Tablets and Phones**

*Describe the VMS' functionality for use on tablets and phones. Are there any non-mandatory phone apps that can be downloaded for use with the system?*

SimplifyVMS is delivered as a mobile-responsive web application, ensuring that all features are accessible on tablets and phones through standard web browsers without requiring any mandatory software downloads. The platform automatically adapts to the device screen size, providing users with an optimized, intuitive experience across desktops, laptops, tablets, and smartphones.

**Mobile-Responsive Capabilities**

- **Role-based dashboards:** Hiring managers, Program Teams, and Suppliers can view requisitions, candidates, assignments, timesheets, and SOW activity in a mobile-friendly format.
- **Approval workflows:** Users can review and approve requisitions, timesheets, and invoices directly from their phone or tablet browser.
- **Notifications:** Push-style alerts (email/SMS) ensure managers never miss time-sensitive approvals.
- **Search and reporting:** Global search, configurable filters, and dashboards are fully accessible on mobile devices.
- **Compliance and onboarding:** Document uploads (e.g., licenses, drug test results, resumes) can be completed via mobile, including photo capture for attachments.

**Optional Mobile App**

SimplifyVMS also provides a non-mandatory mobile app (iOS and Android) that complements the browser-based platform. The app offers:

- Quick access to requisition approvals, timesheet entry/approval, and compliance task status
- Mobile notifications and reminders
- Streamlined candidate and supplier interactions

Because the VMS is fully accessible through any browser, the app is optional and not required for core system use. This ensures that adoption is seamless and does not create barriers for State employees or suppliers.

The State of Utah will benefit from a fully mobile-responsive web application, ensuring staff and suppliers can manage requisitions, approvals, onboarding, and reporting anywhere, anytime. The

optional mobile app enhances convenience but is not mandatory, keeping access flexible and user-friendly.

## E. Length of Time Information is Stored in System

*How long is information (opportunities, histories, attachments such as resumes and SOWs, timecards, invoices, etc.) stored in the system? Majority of State Data must be kept for a minimum of 7 years.*

SimplifyVMS ensures compliance with the State of Utah's retention requirements by storing all program data for **a minimum of seven years**, with options to extend retention if required by State policy.

### Retention Coverage

- **Transactional Data:** Requisitions, SOWs, assignments, timecards, invoices, and approvals
- **Attachments:** Resumes, compliance records, licenses, background checks, and other supporting documents
- **Histories & Audit Trails:** User actions, timestamps, approvals, and system logs

### Retention Model

- **Active Storage:** Recent data remains in the live environment for real-time reporting and auditing.
- **Archival Storage:** Older records transition into encrypted archival storage but remain fully retrievable within the 7+ year window.
- **Export Options:** At contract end or upon request, SimplifyVMS provides a complete export of all data and attachments in structured formats (CSV, Excel, XML) with encrypted file packages.

### Security & Compliance

- Data hosted in **U.S.-based AWS data centers** under Utah DTS management
- Encrypted at rest (AES-256) and in transit (TLS 1.2+)

SimplifyVMS guarantees that all State data, including opportunities, histories, resumes, SOWs, timecards, and invoices, is securely stored for at least seven years, with the ability to extend retention as needed. This ensures audit readiness, transparency, and compliance with State policy.

## F. VMS' Ability to Send Notifications to Managers and Suppliers

*Can your VMS send notifications to managers and subcontractors regarding deliverables due, SOWs about to expire, and/or POs running out of funds? Can your VMS track when deliverables are completed and billed?*

Yes. SimplifyVMS provides a **robust notification and alert framework** that automatically informs managers, suppliers, and subcontractors of key milestones, deadlines, and financial thresholds. Notifications are configurable and can be delivered via **in-platform dashboard alerts, and email notifications**.

### Notification Capabilities

- **Deliverables Due:** Managers and suppliers are notified when project deliverables or milestones approach due dates, and alerts continue until the item is marked complete.
- **SOW Expiry:** Automated notifications are sent to both managers and suppliers when SOWs near their end date, allowing time for extensions or closure.
- **PO and Fund Monitoring:** SimplifyVMS integrates with **FINET/Vantage** to track PO balances. Alerts are triggered when POs approach defined fund thresholds or limits.
- **Assignment Milestones:** Managers receive reminders of contract end dates, renewals, and compliance document expirations.

### Deliverable Tracking

- Each SOW can include defined milestones and deliverables with associated due dates, acceptance criteria, and billing values.
- Deliverables are tracked within SimplifyVMS, with status fields for “pending,” “in progress,” “completed,” and “billed.”
- Once deliverables are approved, they automatically feed into invoicing workflows, ensuring billing accuracy and auditability.

### Integration Support

- **Open API scenario:** Real-time sync with the State’s **HRMS** (for manager assignments) and **FINET/Vantage** (for PO balances, cost centers, and budget control).
- **Legacy/Non-API scenario:** For systems without APIs, **SimplifyBridge iPaaS** supports secure file-based imports of PO and financial data, ensuring notifications and alerts remain accurate.
- **Future APIs:** Full integration with **Vantage Finance/HRMS** once APIs are available.
- **ServiceNow & UtahID:** Configurable during initiation; authentication via **SAML/OpenID Connect**.

**Legacy/Non-API: SimplifyBridge** supports secure flat-file (Excel/CSV) imports to keep notifications accurate. SimplifyVMS provides the State of Utah with **proactive, automated notifications** for managers and suppliers on critical dates and thresholds, while also enabling complete **deliverable and billing tracking** within the SOW module. This ensures compliance, financial control, and program visibility without manual follow-up.

## G. VMS’ Ability to Accommodate Level of Detail Required

*Please describe how your VMS will accommodate the level of detail required by the State for Executive Branch agency invoices as described in this RFP.*

SimplifyVMS provides a **configurable invoicing** requirements of Executive Branch agency invoices. The platform is designed to capture and validate granular invoice line items while ensuring consistency with agency-level financial structures and State accounting policies.

### Invoice Detail Capabilities

- **Line-Item Transparency:** Invoices can display individual worker hours, expense categories, bill rates, and applicable adjustments at the level of detail required by each agency.

- **Agency-Specific Breakdowns:** Invoices are generated by agency, with the ability to separate charges by cost center, project, purchase order, or SOW.
- **Validation Controls:** Automated rules prevent billing above PO limits and reject unapproved time, ensuring financial accuracy and compliance.

#### Integration with State Financial Systems

- **ServiceNow:** Aligns with **PO and invoicing workflows** for the Executive Branch.
- **Vantage Finance:** Serves as the **source of truth for cost centers and financial controls**. Initial invoice alignment can be handled through Excel/CSV exports, with API-based integration enabled once available (as per agreement with State during initiation).
- **Legacy/Non-API Scenario:** Where APIs are not available, **SimplifyBridge iPaaS** supports secure flat-file transfers (CSV, XML, Excel) compatible with State batch processing.

Invoices can be formatted to match Executive Branch reporting standards, with headers, summaries, and line-level detail. Scheduled invoice exports can be configured to match billing cycles, reducing manual reconciliation while ensuring transparency and auditability.

## H. Ability to Use the System Only Utilizing a Web Browser

*A web browser must be the only required software, with no plug-ins or applets downloaded to the end user's computer. The system must be able to be utilized on the most recent releases/updates of available browsers including Chrome, MS Edge, Firefox, Safari, etc.*

SimplifyVMS is a **100% web-based platform** that requires only a modern web browser to access the system. No additional software, plug-ins, or applets are needed for end users to log in, perform tasks, or generate reports. This ensures seamless access across State of Utah agencies without introducing security risks or additional IT overhead.

#### Browser Compatibility

- It is fully compatible with the latest releases of Google Chrome, Microsoft Edge, Mozilla Firefox, and Apple Safari.
- The platform is tested regularly to align with vendor updates and browser patches, ensuring uninterrupted access.
- Its responsive design ensures consistent functionality across desktops, laptops, tablets, and mobile devices.

#### Zero-Install Model

- Users access SimplifyVMS directly through a secure URL.
- No client-side installations or Java applets are required.
- This approach minimizes IT support burden and ensures compliance with State security standards.

**Integration with UtahID SSO:** Access is further streamlined through **UtahID SSO**, which integrates directly with the State's identity management framework.

## I. VMS as it Relates to Broadcasting a Staffing Request

*Please describe your VMS as it relates to broadcasting a staffing request. Does it have the capability to send an all-inclusive broadcast as well as the ability to send to specific identified subcontractors? How do subcontractors get notified when a broadcast goes out?*

SimplifyVMS includes a **flexible requisition distribution engine** that allows staffing requests to be broadcast either to all approved suppliers/subcontractors or to specific, preidentified suppliers based on program rules. This ensures the State of Utah can balance open competition with targeted sourcing strategies.

### Broadcasting Capabilities

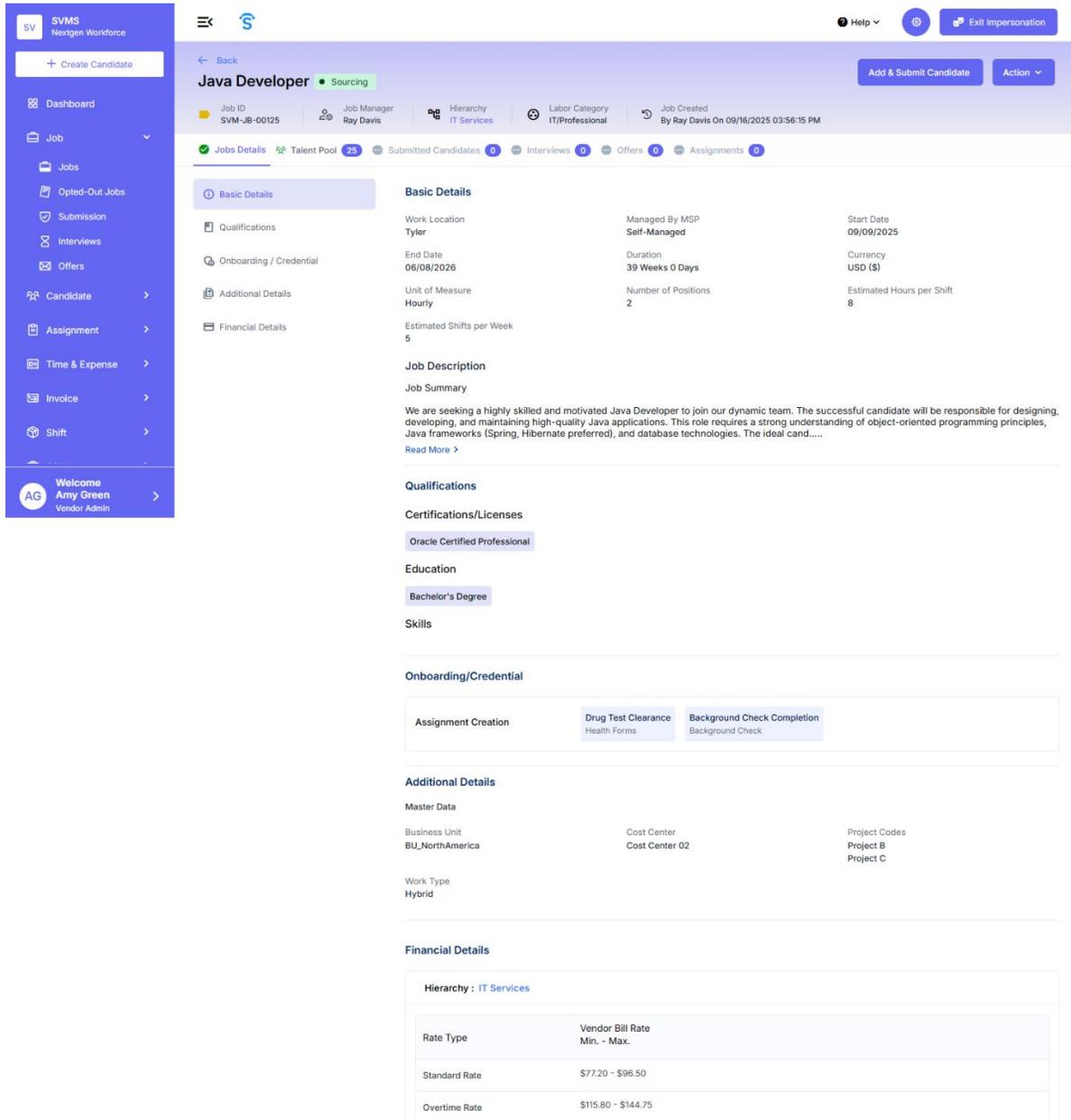
- **All-Inclusive Broadcasts:** Hiring managers can release requisitions to all approved suppliers simultaneously, ensuring maximum visibility and faster time-to-fill.
- **Targeted Distribution:** Requests can also be sent only to selected suppliers based on criteria such as supplier tiering, past performance, skill specialization, geographic coverage, or agency preference.
- **Tiered Release Options:** SimplifyVMS supports **staggered releases**, where a requisition is first shared with a primary vendor tier and then escalated to additional vendors if not filled within a set timeframe.

### Supplier Notifications

- Suppliers are notified in real time when a staffing request is broadcast. Notifications are delivered via:
  - **In-platform alerts** visible in the supplier dashboard
  - **Automated emails** with requisition details and links to respond
- Each notification includes requisition details, deadlines, and response instructions, ensuring suppliers can act immediately.

## J. What Suppliers See when Staffing Request is Posted

*Describe what a subcontractor sees when a staffing request is posted, how they respond to the posting, if subcontractors can see information on rates submitted, and what they see when an opportunity is awarded.*



When a staffing request is posted in SimplifyVMS, subcontractors/suppliers access the request via their **supplier portal dashboard**, where requisitions are displayed in real time.

**Supplier View of a Staffing Request**

- **Dashboard Alerts:** Newly posted requisitions appear prominently in the supplier’s dashboard with requisition title, agency, location, start date, required skills, and submission deadline.
- **Detailed View:** Clicking the requisition opens the full job description, SOW or assignment details, compliance requirements, and submission instructions.

**Responding to a Staffing Request**

- Suppliers can submit candidates directly through the system by uploading resumes, entering required candidate details, and proposing bill rates.

- Compliance documents (certifications, background checks, drug test results) can be attached during submission.
- Suppliers may submit multiple candidates for a single requisition, depending on program rules.

#### Rate Visibility

- Subcontractors **cannot see the rates submitted by other vendors**. This ensures competitive bidding while maintaining fairness and confidentiality.
- The system validates that submissions are within the defined bill rate range (if configured by the State) before allowing final submission.

#### Award Visibility

- Once an award decision is made, the winning supplier sees the requisition status updated to **“Awarded”** with candidate details and assignment start/end dates.
- Suppliers not selected receive a notification of **“Closed – Not Awarded,”** along with optional feedback fields if the State or MSP chooses to share reasons for non-selection.
- All award and non-award notifications are logged, creating a complete audit trail of the process.

Subcontractors/Suppliers are notified of postings, status updates, and award outcomes via in-platform alerts and automated email notifications.

## K. Standard Template for a Staffing Request

*Please indicate if you have a standard template for a staffing request, if so, please provide the form(s). Can your system accommodate template/verbiage requirements provided by the State?*

Yes. SimplifyVMS includes **standardized staffing request templates** out-of-the-box, designed to capture all required details for contingent labor and IT consulting requisitions. These templates ensure consistency, ease of use, and compliance across all State agencies.

#### Standard Staffing Request Template Fields

- Job title and job description
- Agency/Department
- Required skills and qualifications
- Work location (onsite, hybrid, remote)
- Start and end dates
- Estimated hours per week
- Rate information (bill/pay rate ranges, markup rules)
- Cost center, GL code, and purchase order
- Approving manager
- Compliance or onboarding requirements (drug testing, background checks, certifications)

### Customization for the State

- All templates in SimplifyVMS are **configurable**. The State can adjust fields, verbiage, or layouts to align with its policies and terminology.
- Additional user defined fields (UDFs) can be added for agency-specific requirements.
- Required/Optional fields can be defined to enforce program compliance.
- Templates can be cloned and adapted for **specialized roles**, e.g., IT consulting, executive staffing, or project-based requests.

### Ease of Use

- Hiring managers select a template, complete only the necessary details, and submit the request.
- Templates reduce administrative effort while ensuring that requisitions contain all the data required for downstream processing, approvals, and reporting.
- Suppliers see a standardized posting format, making responses consistent and comparable.

SimplifyVMS provides the State of Utah with **ready-to-use staffing request templates** that can be fully tailored to meet the State's requirements. The platform supports both standardization and customization, ensuring consistency while honoring State-specific verbiage and compliance needs.

## L. Process for Requesting Time and Labor Assignments

*Describe the process when requesting time and labor assignments versus scope of work projects. How does your system accommodate hourly, deliverable based, and fixed price project quotes?*

SimplifyVMS supports both **time-and-labor assignments** and **scope-of-work projects** within a single integrated platform, ensuring the State of Utah can manage contingent staffing and project-based consulting engagements seamlessly.

### Time and Labor Assignments (Hourly)

- **Request Creation:** Hiring managers initiate requisitions using standardized staffing request templates with details such as job title, agency, required skills, estimated hours, rate ranges, and cost center.
- **Distribution:** Requests are broadcast to all or selected suppliers.
- **Supplier Response:** Vendors submit candidates with proposed hourly rates, resumes, and compliance documents.
- **Approvals:** State managers review submissions, select candidates, and approve hourly rates.
- **Tracking:** Worker time and expenses are entered via SimplifyVMS or integrated systems (e.g., SAP Payroll/ESS), routed for manager approval, and automatically tied to invoices.

### Scope of Work Projects

- **SOW Creation:** Program Teams create SOWs using configurable templates that include deliverables, timelines, milestones, acceptance criteria, and budget terms.
- **Vendor Bidding:** Approved SOWs are posted for vendor bids. Suppliers respond with proposals, including deliverable-based or fixed-price quotes.

- **Evaluation & Award:** State stakeholders compare proposals side-by-side and award the SOW to the chosen vendor.
- **Deliverable Tracking:** SimplifyVMS tracks milestones, deliverables, and billing events. Notifications alert managers and suppliers when deliverables are due, or funds are running low.
- **Invoicing:** Once deliverables are approved, they automatically feed into invoice workflows, ensuring alignment between work completed and billed.

## M. VMS' Ability to Capture Attachments, Notes, and Scores

*Describe your VMS' ability to capture attachments, notes, and scores on the agency's candidate interviews and review of qualifications? Does it have the ability to take the scores and rates to calculate a total score (such as in an RFP process)?*

SimplifyVMS provides robust functionality for capturing and managing all supporting information related to candidate evaluation, including attachments, notes, and structured scoring. This ensures that the State of Utah can document the interview and review process in a consistent, auditable, and transparent manner.

### Candidate Evaluation Capabilities

- **Attachments:** Agencies can upload candidate-related documents such as resumes, certifications, interview notes, and compliance records directly to the candidate profile. These remain securely linked throughout the lifecycle of the requisition.
- **Notes:** Authorized users (Hiring Managers, interview panel members, MSP staff) can enter free-text notes tied to specific candidates or interviews. Notes are time-stamped and user-stamped, providing a clear audit history.
- **Scoring:** SimplifyVMS includes configurable scorecard functionality. Interviewers can rate candidates against predefined criteria such as skills, experience, communication, or cultural fit. Scores are numeric, weighted, or descriptive depending on program requirements.

### Automated Scoring and Ranking

- Candidate scores can be **aggregated and averaged** across multiple evaluators.
- The system can apply **weighted scoring models**, combining factors such as interview scores, rate submissions, and compliance checks into a **total composite score**.
- Results can be displayed in ranking order to support decision-making similar to an RFP evaluation process.

## N. Ability of Supplier/Hiring Manager to View Requisition's Status

*Does your system have the ability for the subcontractor and/or hiring manager to view the status of the requisition? Can managers see the opportunity responses and/or resumes in the VMS?*

Yes. SimplifyVMS provides **real-time requisition visibility** for both subcontractors/suppliers and Hiring Managers, ensuring transparency throughout the staffing process.

Job ID	Status	Job Title	Primary Hierarchy	Hierarchy	Created Date	Is Sh
SVM-JB-00151	Pending Approval	Warehouse Associate	Light Industrial	Light Industrial	09/25/2025	Yes
SVM-JB-00150	Sourcing	Warehouse Associate	Light Industrial	Light Industrial	09/25/2025	Yes
SVM-JB-00149	Sourcing	Logistics Coordinator	Light Industrial	Light Industrial	09/25/2025	Yes
SVM-JB-00148	Pending Approval	Warehouse Associate	Light Industrial	Light Industrial	09/25/2025	Yes
SVM-JB-00147	Sourcing	Warehouse Associate	Light Industrial	Light Industrial	09/25/2025	Yes
SVM-JB-00146	Sourcing	Warehouse Associate	Light Industrial	Light Industrial	09/24/2025	Yes
SVM-JB-00145	Filled	Logistics Coordinator	Light Industrial	Light Industrial	09/24/2025	Yes

**For Hiring Managers**

- **Requisition Dashboard:** Managers can view the full lifecycle of each requisition, from creation, distribution, and supplier response to candidate submission, shortlisting, and final selection.
- **Submission Tracking:** All supplier responses and candidate resumes submitted through the VMS are visible to managers. Managers can review resumes, compliance documents, and rate proposals directly in the system.
- **Interview and Evaluation:** Managers can schedule interviews, capture notes, and score candidates within SimplifyVMS, with all data tied back to the requisition.
- **Status Indicators:** Each requisition shows real-time status updates, e.g., “Broadcasted,” “Responses Received,” “Shortlist Created,” “Offer Extended,” “Closed.”

**For Subcontractors (Suppliers)**

- **Supplier Portal:** Suppliers can log in to view all requisitions to which they have been invited or broadcasted.
- **Status Visibility:** Each requisition shows its current status, “Open,” “In Review,” “Shortlisted,” “Awarded,” or “Closed – Not Awarded.”
- **Response Feedback:** Suppliers can see their own candidate submissions and track progress but cannot view competing vendor submissions or rates, ensuring fairness and confidentiality.

Both managers and suppliers receive **automated notifications** (email, in-platform alerts, and optional mobile push notifications) when requisition statuses change, when responses are received, and when awards are made.

## O. System's Capability to Capture Noted Dates

*Does your system have the capability to capture the following dates:*

- 1) when a position or milestone/deliverable project has been awarded*
- 2) when background check(s) completed by the State's security team*
- 3) candidates starting date*

Yes. SimplifyVMS captures and tracks all key program dates throughout the requisition, candidate, and project lifecycle. These dates are stored in the system, tied to relevant transactions, and are available for reporting, audit, and compliance purposes.

### Award Dates

- The system automatically records the **award date and time** when a position is filled or when an SOW milestone/deliverable is officially awarded.
- Award details are logged in the requisition or SOW record with system-generated timestamps.
- Notifications are sent to managers and suppliers upon award, and the award date remains visible in dashboards and reports.

### Background Check Completion Dates

- Background check status fields can be configured to align with the State's security process.
- When the State's security team marks a background check as completed (manually or via integration with a background check vendor), the **completion date is captured and stored**.
- SimplifyVMS also allows attachment of supporting documentation (clearance letters or certifications) linked to the date entry.

### Candidate Start Dates

- Candidate assignment records include the **official start date** and projected end date.
- Start dates are entered during onboarding and can be updated automatically if synced with the State's HRMS.
- The start date triggers downstream workflows, including time/expense eligibility, compliance reminders, and assignment tracking.

SimplifyVMS can capture and track **award dates, background check completion dates, and candidate start dates** as part of its core workflow. These dates are fully auditable, reportable, and can be synchronized with the State's HR and finance systems for accuracy and compliance.

## P. System's Offering of a Web-based Time Entry for Suppliers

*Does your system offer a Web-based time entry system for your subcontractors? If so, how does it work; include details on time approval, ability to retract time approvals, etc.? What sort of PC and/or Internet access is required in order to use the system?*

Yes. SimplifyVMS offers a fully **web-based time entry system** for suppliers/subcontractors, designed to capture worker hours and expenses without requiring any software downloads. The system is mobile-responsive, accessible via any modern web browser, and optimized for ease of use by both suppliers and State managers.

### How Time Entry Works

- **Supplier Entry:** Subcontractors (or their workers) log into the SimplifyVMS supplier portal to record hours worked, overtime, and approved expenses.
- **Role-Based Access:** Time entry can be completed directly by workers, or suppliers can submit consolidated timesheets on their behalf.
- **Supporting Documentation:** Receipts and attachments (e.g., travel expenses) can be uploaded and tied to the relevant timesheet.

### Time Approval Process

- **Manager Review:** Once submitted, timesheets flow to the designated State manager for review and approval.
- **Delegation & Escalation:** Approvals can be delegated to alternate managers when primary approvers are unavailable. Escalations are triggered automatically for overdue approvals.
- **Audit Trail:** All approvals are logged with date, time, and approver ID for compliance and audit purposes.
- **Retraction of Approvals:** If a manager identifies an error, approvals can be retracted. The timesheet is returned to the supplier for correction and resubmission. This maintains integrity while ensuring corrections are fully tracked.

### Integration with State Systems

- **Open API scenario:** Approved time data flows directly to **SAP Payroll/ESS** and the State's **new HRMS** for payroll and worker record synchronization.
- **Legacy/Non-API scenario:** Where APIs are not available, SimplifyBridge supports **secure flat-file transfers** (CSV/Excel) of approved timesheets into State systems.

### PC/Internet Requirements

- Accessible through any modern browser (Chrome, Edge, Firefox, Safari) on standard PCs, laptops, tablets, or mobile devices.
- No plug-ins, applets, or additional software are required.
- Only a stable Internet connection is needed for access.

## Q. System's Capability to Handle Contracted Staff Working 2+ Jobs

*Q. Can your system handle a single contracted staff working two or more jobs, each with a different rate, within the same or different agencies?*

Yes. SimplifyVMS can fully support scenarios where a single contracted staff member is assigned to two or more jobs or assignments, each with different rates, across the same or different agencies. The platform's configurable Business Rules and Workflow Engine enables assignments to be tied to distinct projects, cost centers, and purchase orders, each carrying its own rate card and approval workflow.

Each assignment is tracked independently in the system, ensuring that hours worked, rates applied, and invoicing are properly segregated. The role-based access model ensures that managers and suppliers only see assignment data relevant to their scope, avoiding overlap or confusion. Timesheets, expenses, and invoices can be submitted per assignment, and the system validates entries against the corresponding project codes and rate structures.

For integration, SimplifyVMS synchronizes assignment and rate data with State's ERP/finance systems using its API-first integration framework and SimplifyBridge iPaaS layer. This ensures accurate financial posting and audit-ready reporting even when one worker spans multiple engagements.

In summary, SimplifyVMS handles multi-assignment scenarios seamlessly by maintaining separate financial and operational controls for each job while still associating them to a single worker profile.

## R. Ability to Track Professional Licenses and Send Notifications

*R. Does your system have the ability to track professional licenses and send notifications of upcoming expiration dates?*

Yes. SimplifyVMS provides robust **compliance and credential management capabilities**, including the ability to capture, store, and track professional licenses for all workers in the program.

### License Tracking Capabilities

- **Central Repository:** Worker profiles in SimplifyVMS include fields for professional licenses, certifications, and credentials. Each record can store license numbers, issuing authority, effective dates, and expiration dates.
- **Document Storage:** Digital copies of licenses can be uploaded and securely stored as attachments within the worker's record.
- **Audit Trails:** All updates (e.g., license renewals) are time- and user-stamped to ensure full compliance history.

### Notifications and Alerts

- **Automated Notifications:** SimplifyVMS generates reminders for workers, suppliers, and managers when licenses are approaching expiration.
- **Configurable Triggers:** Notification windows (e.g., 90/60/30 days before expiry) can be customized based on State policy or agency requirements.
- **Delivery Methods:** Notifications are delivered via in-platform alerts and automated emails.

- **Blocking Rules:** The system can be configured to prevent a worker from being assigned or continuing work if a required license has expired.

In addition to professional licenses, we can also track certifications.

## S. List of Standard Reports, and Format Reports can be Delivered in

*S. Provide a complete list of all of the standard reports. Describe the electronic formats the reports can be delivered in. Describe the system's ability to preview reports online. Please indicate whether these reports can be manipulated or sorted by the customer from within the VMS.*

SimplifyVMS provides a **comprehensive reporting suite** with **70+ standard reports** covering requisitions, candidates, suppliers, assignments, compliance, time, expenses, invoicing, and program spend. Reports are designed to meet agency, supplier, and executive-level requirements while also supporting custom reporting.

### Examples of Standard Reports

- **Requisition Reports:** Open requisitions, requisition cycle times, broadcast activity, response rates
- **Candidate Reports:** Submittals by supplier, candidate status tracking, interview outcomes, offer acceptance
- **Assignment Reports:** Active assignments, start/end dates, renewals, attrition
- **Compliance Reports:** Background check/drug screen status, professional license expirations, onboarding/offboarding completion
- **Supplier Reports:** Fill rates, response times, candidate quality metrics, supplier scorecards
- **Time and Expense Reports:** Timesheet submissions, approval cycle times, expense tracking
- **Financial Reports:** Invoice details, PO balances, cost center utilization, spend by agency, spend by worker, aging reports

### Report Delivery Formats

- **Exportable Formats:** Excel (XLS/XLSX), CSV, PDF, and XML
- **Scheduled Delivery:** Reports can be scheduled for automatic distribution via email to State stakeholders.
- **Integration:** Reports can be transmitted to the State's **FINET/Vantage**, **SAP Payroll/ESS**, or **HRMS** systems via API or flat-file export using SimplifyBridge.

### Online Preview and Manipulation

- All reports can be **previewed online** within the VMS in real time, without requiring export.
- End users can **sort, filter, and drill down** into report data directly in the interface.
- Reports can be configured by role, e.g., Hiring Manager sees only their agency data; MSP/Admin sees program-wide data.
- Ad hoc reporting tools allow users to create custom queries and save frequently used views.

SimplifyVMS ensures the State of Utah has real-time, role-based reporting with flexible delivery options, providing transparency, compliance tracking, and actionable insights across all Executive Branch agencies.

## T. System's Capability to Generate Custom Reports

*T. Please explain your system's capability to generate custom or ad hoc reports and explain what types of reports can be pulled using this method (which fields can be reported on).*

SimplifyVMS provides a robust **custom and ad hoc reporting capability** that complements its library of 70+ standard reports. The platform's reporting engine allows program teams, State managers, and suppliers (as permitted by role) to build queries on virtually any data field captured in the system. Reports can be created, saved, and scheduled for recurring delivery, or run on demand for immediate insights.

### Custom/Ad Hoc Reporting Features

- **Field Coverage:** Any field stored in the database can be reported, including requisition details (title, agency, cost center, rate range), candidate data (skills, qualifications, submission/approval status), compliance items (background checks, drug tests, licenses), assignment data (start/end dates, managers, POs), time and expense entries, and invoice-level financial data.
- **Flexible Filtering:** Users can apply filters by date, agency, supplier, job category, or workflow status to refine results.
- **Data Output:** Reports can be exported in Excel, CSV, PDF, or XML, or scheduled for automated email delivery.
- **Visualization:** Online previews support sorting, grouping, and drill-down views for real-time analysis.
- **Security:** Role-based access ensures that users can only report on data tied to their agency, SOWs, or assignments.

In summary, SimplifyVMS empowers the State of Utah to design **customizable, audit-ready reports** across all requisition, supplier, worker, compliance, and financial data fields, giving agencies both flexibility and governance over reporting.

## U. Ensuring Quality and Service Levels of Suppliers/Consultants

*How do you ensure and track the quality and service levels of the subcontractor community and the consultants they supply? Can reports be pulled on subcontractors' or candidate's' performance and are undesirable circumstances identified during a candidate selection process? Please provide an example of how you have monitored these requirements for a current client.*

SimplifyVMS provides a **comprehensive quality management framework** that tracks supplier performance and consultant outcomes across the full lifecycle. This ensures the State of Utah can consistently measure vendor service levels, consultant quality, and program compliance.

### Supplier and Consultant Quality Tracking

- **Supplier Scorecards:** SimplifyVMS automatically generates scorecards for each supplier, tracking key metrics such as fill rate, response time, candidate quality, retention, and compliance completion.
- **Candidate Performance:** Hiring managers and program teams can record performance feedback, notes, and ratings on consultants. This data flows into ongoing supplier evaluations.
- **Compliance Monitoring:** Expired credentials, incomplete onboarding, or failed background/drug screens are flagged in real time, preventing placements and highlighting undesirable circumstances early.
- **Audit and Alerts:** The system automatically logs poor-quality submissions (e.g., incomplete resumes, unqualified candidates, high rejection rates) and feeds these into supplier performance reviews.

### Reporting

- Reports can be pulled on supplier performance metrics, candidate evaluation outcomes, and agency-level compliance rates.
- Supplier ranking reports help the State identify top-performing vendors and address underperformance.

### Example – Current Client

For a **manufacturing client**, SimplifyVMS was implemented to manage contingent IT and engineering staff across multiple facilities. The system tracked:

- Suppliers fill rates and response times
- Candidate interview scores and manager evaluations
- Retention data (early terminations flagged as undesirable outcomes)
- Compliance violations (expired safety certifications, late onboarding tasks)

Through monthly supplier performance reports and automated alerts, underperforming suppliers were identified and coached. Within six months, **time-to-fill decreased**, and suppliers with consistent compliance issues were removed from the program.

## V. System's Capability to Generate and Distribute Reports

*Can the system generate and distribute reports on a set schedule via e-mail, or web reporting?*

Yes. SimplifyVMS provides robust **report generation and distribution capabilities**, allowing the State of Utah to schedule, preview, and share reports seamlessly.

### Report Generation

- Reports can be generated on demand or scheduled at predefined intervals (daily, weekly, monthly, or custom).
- Reports cover requisitions, candidates, assignments, suppliers, compliance, time/expense, invoicing, and spend, with 70+ standard reports.

- Ad hoc reporting tools allow agencies to build custom queries and save them for recurring use.

#### Distribution Capabilities

- **Email Delivery:** Reports can be scheduled to automatically send as email attachments in Excel, CSV, or PDF format to designated stakeholders.
- **Web Reporting:** Users can log into SimplifyVMS to preview reports online in real time. Online reports support sorting, filtering, and drill-down without requiring export.
- **Role-Based Access:** Distribution lists and access are tied to the State's organizational structure, ensuring that managers only receive reports relevant to their agency, SOW, or requisitions.

#### Integration Support

- **Open API scenario:** Reports and data extracts can be pushed in real time to Utah's **HRMS, SAP Payroll/ESS, or FINET/Vantage** systems.
- **Legacy/Non-API scenario:** SimplifyBridge supports **flat-file export automation**, allowing scheduled CSV/XML feeds into State reporting or data warehouse tools.

SimplifyVMS can **generate and distribute reports on a set schedule** via both **email and web-based reporting**, ensuring stakeholders across the State of Utah receive timely, accurate, and role-appropriate insights into program operations.

## Category 7 – Contractor Processes

### A. Methodology for Narrowing Down and Ranking Candidates

*Describe your methodology for narrowing down and ranking candidates. Please indicate what percentage of system vs. staff does the review prior to the State receiving the candidate pool. Is any ranking based on hourly rate?*

#### Methodology for Narrowing Down and Ranking Candidates

The process begins with **automated systems that filter resumes** based on specific criteria such as required skills, experience, and qualifications. This involves using a VMS to match candidates against job requisitions.

CAI employs the "**Candidate Comparison**" functionality within the VMS, which calculates a composite score for each candidate. This score reflects how closely a candidate's skills and experience align with the job requirements. Candidates can be compared side-by-side on various criteria, including skillsets, configured rates, and other attributes.

After the initial automated filtering, CAI's account managers and recruiters **conduct a manual review** of the shortlisted candidates. This involves assessing factors such as career progression, specific accomplishments, work history alignment with job requirements, and the quality of the resume.

Recruiters may conduct initial **screening interviews** to evaluate social skills, telephone manner, professionalism, and to verify expertise and qualifications.

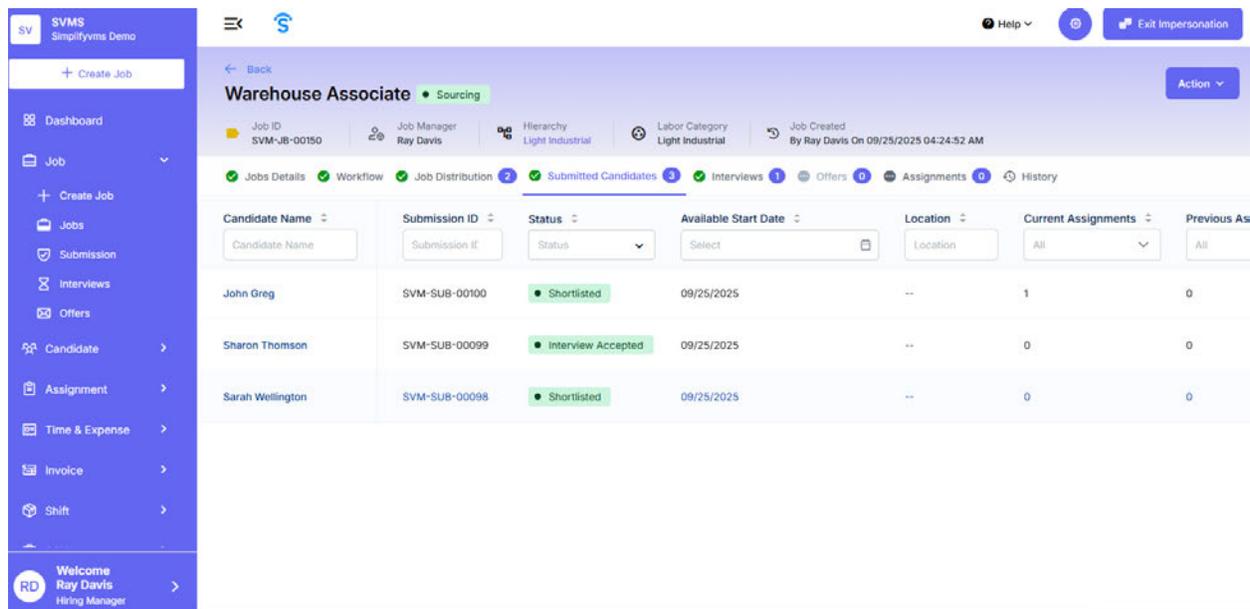
The **ranking process considers a range of factors** including composite scores, skillset alignment, hourly rates, and deployable ratings (a subjective ranking from 1 to 10). This confirms that the candidates presented are both qualified and competitive in terms of compensation.

**System vs. Staff Review Percentage**

The exact percentage of review conducted by the system versus staff is not explicitly detailed in the available documents. However, both automated systems and staff play critical roles in the candidate narrowing and ranking process. Automated systems handle initial filtering and scoring, while staff perform in-depth evaluations and interviews. Both system and staff reviews provide the best comprehensive and successful outcome.

**Role of Hourly Rate in Ranking**

Yes, the hourly rate is a factor in ranking candidates. CAI considers competitive salaries relative to fair market value, experience, qualifications, and location. Candidates whose hourly rate significantly exceeds a specified percentage above the base rate may not be considered. This means that the candidates presented are not only highly qualified but also cost-effective for the client.



**B. Candidate On-boarding and Off-boarding Processes**

*Describe your candidate on-boarding and off-boarding processes. Is this process flexible taking into consideration current State processes and procedures?*

**Candidate Onboarding Process**

- **Position Description Creation:** A comprehensive position description is developed, outlining specific requirements and expectations. This includes certifications, references, resumes, and other supportive materials, which are incorporated into the Compliance Manager within the VMS.
- **Document Submission and Compliance Verification:** Candidates submit necessary documents such as certifications, membership registrations, and non-disclosure agreements (NDAs). CAI

confirms receipt of these documents in the VMS and sees that compliance obligations are met, including background checks and other standard forms.

- **Final Review and Approval:** The Hiring Manager reviews the submitted materials and finalizes the onboarding process with the necessary approvals.
- **Quality Control and System Integration:** Expiration dates on compliance documentation are tracked, and suppliers and their staff are prompted to renew them as needed. All records are securely stored in the VMS.

### Candidate Offboarding Process

- **Notification of Pending Disengagements:** The CAI Account Manager is alerted through the VMS or communications from Hiring Managers about upcoming disengagements.
- **Revocation of Access and Return of Credentials:** Once the decision to off-board is made, the CAI Account Manager collaborates with the Hiring Manager to see that all credentials and agency property, such as laptops, are returned, and system access is revoked.
- **Administrative Functions and Final Approvals:** The Operations team validates that timesheets are completed and approved and handles administrative functions to finalize the disengagement. Final approvals and payments are processed.
- **Effective Communication:** CAI maintains clear communication with the hiring entity, suppliers, and the contingent worker to see that all parties are informed.

### Onboarding Flexibility

CAI's onboarding process is flexible and can adapt to changes in State processes and procedures. Tailored onboarding protocols are customized to meet unique agency demands, including additional agency-specific requirements like security clearances and NDAs. The VMS allows for integration and tracking of specific requirements, facilitating adjustments as necessary.

### Offboarding Flexibility

The offboarding process is also flexible, accommodating changes in State processes and procedures. Notifications in the VMS allow for adaptability to agency-specific requirements. Clear checklists and effective communication provide a smooth transition, even as processes evolve.

## C. Ensuring Requirements of Security and Onboarding are Carried Out

*How do you ensure that the State's requirements with the security and onboarding process described in this RFP are properly carried out by your staffing subcontractors?*

Ensuring that the State's requirements for security and the onboarding process are properly executed by staffing subcontractors involves a series of well-structured processes and controls. Here's how this is accomplished:

### For Security Requirements

- All subcontractors are required to conduct comprehensive **background checks** on candidates as part of the subcontractor agreement. This includes checks such as E-Verify, drug screening, criminal records screening, and SSN trace. These results are entered into the VMS and monitored to provide compliance.

- **Compliance items**, including security screenings, are recorded in candidates' files and monitored by the Account Management Team during onboarding and through periodic alerts. Contractors cannot begin assignments until all compliance requirements are met.
- **Annual audits and reviews** are conducted for compliance with service delivery agreements, confidentiality, access control, and information security requirements.
- All personnel undergo background checks, sign **confidentiality agreements**, and complete **security awareness training**. Comprehensive audit trails manage employee online activity.
- Adherence to all relevant legal and regulatory security requirements is ensured, including data protection laws. An Information Security Management System (ISMS) aligned with ISO/IEC 27001 standards is in place, with regular audits to address any breaches and provide adherence to obligations.

### For Onboarding Requirements

CAI coordinates logistics related to candidate onboarding, including background checks, NDAs, systems access documents, and other client-required forms. These documents are securely stored within the VMS, which allows the State direct access to non-confidential records.

A best-practice methodology tailored to agency and contractor demands is followed, using the VMS tool to manage onboarding compliance obligations. This includes creating comprehensive position descriptions outlining specific requirements such as certifications, references, and resumes.

A Compliance Manager within the VMS sees that all onboarding requirements are met, with notifications tracking compliance status. CAI confirms receipt of necessary items before approvals are finalized.

CAI's Account Manager works closely with Hiring Managers and suppliers to ensure compliance, proper documentation, and seamless onboarding. Compliance enforcement is supported by penalty clauses in subcontractor agreements.

## D. How Candidate Pools and Resumes are Given to Manager

*How are candidate pools and resumes given to the manager over the staffing request? Describe how interviews are typically scheduled (account manager via phone, online, etc.).*

Candidate pools and resumes are delivered to the manager through a structured process that involves several methods:

- **Automated and Manual Screening:** Resumes are filtered using both automated and manual methods to see that they meet job criteria. CAI evaluates submissions from the supplier community based on a review of resumes, verification of details, and other submission forms. Top candidates are identified and forwarded to the Hiring Manager for review. The VMS is used to sort, filter, and rank candidates by skill and experience level.
- **VMS Submission:** Suppliers upload candidate details into the VMS system, which guides them through responding to specific requisition requirements. Resumes are submitted using identical templates for consistent evaluation. CAI screens these submissions, selects the most qualified candidates, and notifies the Hiring Manager of their availability.

- **Shortlisting and Coordination:** After VMS screening, CAI Account Managers assess candidates' work history, career progression, accomplishments, and resume presentation. Shortlisted candidates are forwarded to the Hiring Manager, who can review profiles, coordinate interviews, and make a final selection. Interviews can be conducted via tools like Zoom or Google Meet.
- **Continuous Contact Program:** Recruiters maintain ongoing communication with candidates to quickly match them with suitable opportunities, ensuring a streamlined recruiting process.

### Interview Scheduling

The Account Manager plays a crucial role in scheduling interviews by working directly with the Hiring Manager to ensure the process runs smoothly. This includes reviewing requisitions submitted into the VMS system to confirm they contain accurate and useful information, creating thorough work requests, and recommending interviewing candidates as an important step for evaluating soft skills and mitigating risks. While the Hiring Manager is responsible for blocking off time for interviews, the Account Manager facilitates and oversees the process to provide quality and alignment with client needs.

Interviews can be scheduled via phone, online platforms, or other methods. Phone interviews are commonly used for initial screenings, and online platforms may be used for comparing candidate information or facilitating logistics. Additionally, specialized modes of communication are available for individuals with disabilities as needed.

### Alternative Sourcing Method

CAI can add Candidate pools as a way to efficiently fill current and future job openings. These pools consist of prescreened, qualified individuals with relevant skills and experience who can be quickly considered for roles as they become available. Ideal for high turnover roles like help desk and service desk, high-volume needs, or emergency response situations, these pools consist of prescreened, qualified individuals ready for deployment. By maintaining an evergreen requisition, the State can ensure a steady pipeline of talent. This approach reduces time-to-hire and enhances recruitment strategy by proactively addressing talent needs, building relationships with candidates, and minimizing recruitment gaps.

## E. Precautions to Prevent Subcontractor Favoritism

*What precautions are put in place to prevent any subcontractor favoritism being shown within the program (MSP or State).*

To prevent subcontractor favoritism within the MSP program or for the State, several precautions and processes are implemented:

- The selection of subcontractors is based on a **transparent and standardized process**. This involves evaluating suppliers against predefined criteria, using industry-accepted technical screening processes and compliance requirements to ensure all subcontractors are assessed fairly and consistently.
- Strict **conflict of interest policies** are in place requiring mandatory disclosure of any potential conflicts. Contractors must disclose any organizational conflicts of interest in writing before contract award. If a conflict is discovered afterward, it must be disclosed immediately. These provisions are included in all subcontracts.

- Subcontractor **performance evaluations** are conducted objectively, focusing on key performance metrics such as service delivery, project management, and customer satisfaction. These evaluations are used to inform future selection processes and ensure that decisions are based on merit rather than favoritism.
- Regular **audits and compliance checks** see that all subcontractors are adhering to contractual obligations and performance standards. These mechanisms provide oversight and accountability, reducing the risk of favoritism.
- **Equal opportunity policies** ensure that all subcontractors have an equal chance to participate in the program. This includes fair and open communication of requirements and opportunities to all eligible suppliers.
- **Feedback loops** with clients and internal reporting systems provide channels for raising concerns about potential favoritism. This allows for timely intervention and corrective action if any bias is detected.

Our screening process is designed to ensure candidate selection is based on the individual's skills and fit for the role, rather than the supplier submitting the candidate. We prioritize a merit-based approach by conducting thorough assessments that evaluate the candidate's qualifications, experience, and alignment with job requirements. Our process includes detailed interviews, skill assessments, and behavioral evaluations to identify candidates who best meet the organization's needs. By focusing on the candidate's capabilities and potential contribution, we maintain objectivity and fairness, ensuring that the most suitable candidates are selected for each position.

## F. Standard Response Time for Broadcasting a Request

*What is your standard response time for broadcasting a staffing request once the request is received from the State? What is your standard response time once a posting closes for providing resumes for potential staff to agencies?*

The standard response times for broadcasting staffing requests and providing resumes for potential staff to agencies are as follows:

### **Broadcasting a Staffing Request**

Typically, the standard response time for broadcasting a staffing request after receiving it from the State is within one business days of the requisition being entered into the VMS. The CAI Program Team receives a notification that the requisition has been created. CAI will review the information, and connect with the agency user to confirm receipt, discuss any questions or clarifications needed, understand the urgency of the need and any criteria to assist in screening, and loosely understand when the manager would like to interview candidates. All parties receive a notification once the requisition posts and becomes active for sourcing and candidate submission by the supplier network.

### **Providing Resumes Once a Posting Closes**

The standard response time for providing resumes after a posting closes can vary based on specific agreements and requirements. In one case, the standard response time is to deliver three qualified candidate resumes within three business days of the requisition being released. Another SLA specifies delivering 5-7 candidate resumes within four business days. For Utah, if we want an SLA of

having at least 10 resumes vetted and available to the agency user, starting in 1 business day, we will configure that as part of our delivery model.

## G. Communication Regarding Ability/Inability to Fill Positions

*Describe your communication process, the method used, and the frequency of status updates to your clients regarding your ability/inability to fill positions within the desired timeframe.*

The communication process regarding the ability or inability to fill positions within the desired timeframe involves several key components:

### Communication Process and Methods

- **Initial Communication Protocols:** At the outset of the contract, clear communication protocols are established, including methods and timing tailored to the specific needs of stakeholders, so that all parties have a mutual understanding of how updates will be communicated.
- **Dedicated Communication Channels:** Various channels are used to communicate updates, MS Teams webinars, emails, or other appropriate means. These channels enable consistent and efficient communication with clients.
- **Regular Status Meetings:** Scheduled meetings provide live updates, feedback, and collaborative planning opportunities. These meetings are crucial for discussing the progress of filling positions and any challenges encountered.
- **Progress Reports and Dashboards:** Regular progress reports and dashboards are provided to offer real-time visibility into project metrics and milestones. These tools help track the status of position fulfillment.
- **Continuous Contact Program:** Through email, text messaging, and telephone calls, CAI maintains ongoing communication with candidates to ensure quick matching to opportunities as they arise. This proactive approach aids in filling positions more efficiently.

### Frequency of Updates

- **Weekly Updates:** During the implementation period or transition, weekly updates are provided, including completed tasks, outstanding issues, and resolved concerns.
- **Quarterly Briefings and Surveys:** Updates are also given through quarterly briefings and periodic surveys at specific intervals, such as 30 days, 90 days, six months, one year, and at the end of the engagement.
- **Customized Frequency:** The timing and frequency of updates can be customized to meet the client's specific needs, allowing for flexibility in how information is communicated.

## Category 8 – References

### A. State/Political Subdivisions with Whom CAI has Done Business

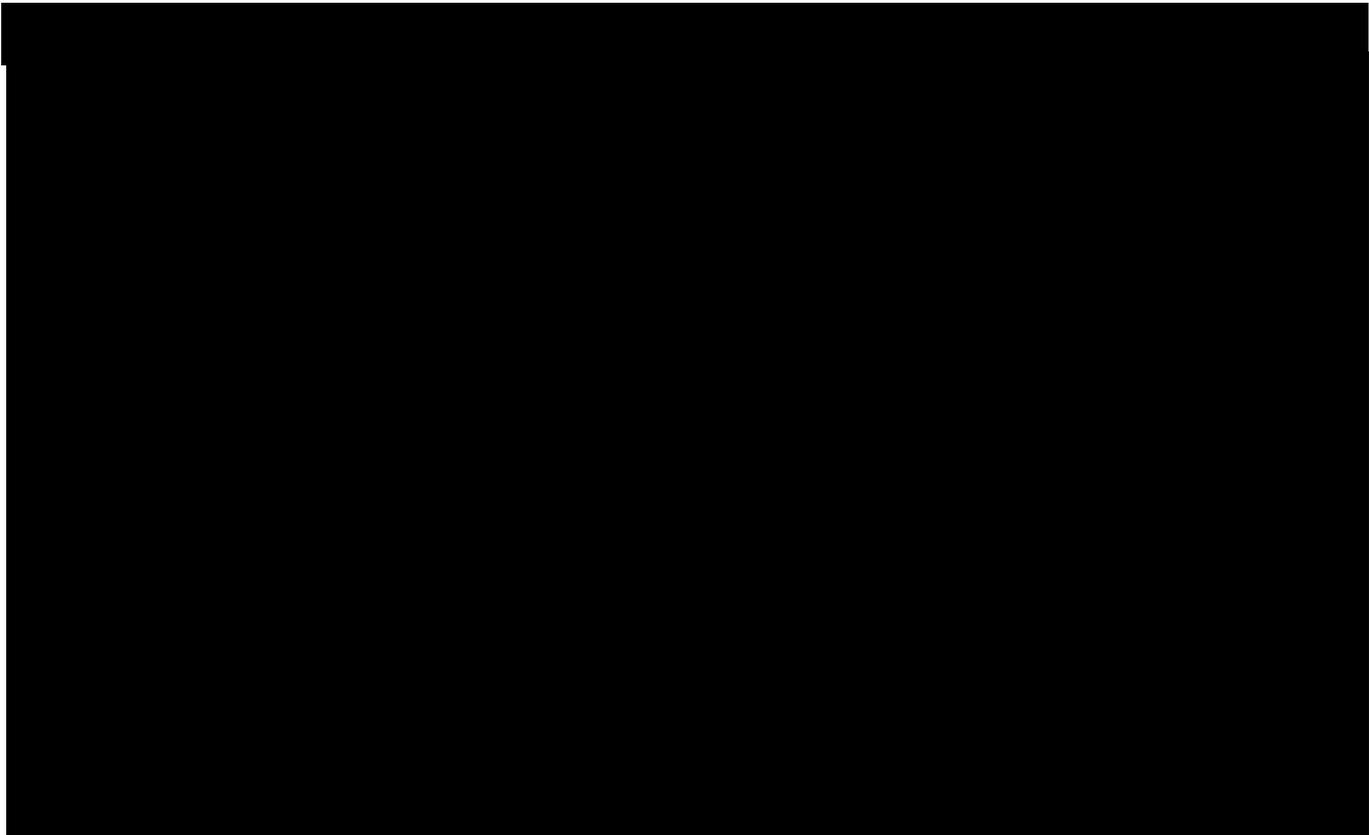
*Provide a list of all the states or political subdivisions, along with other clients of similar size (spend/number of resources) to the State's current MSP usage, you have done business with in the last two (2) years. List the following contact information for each:*

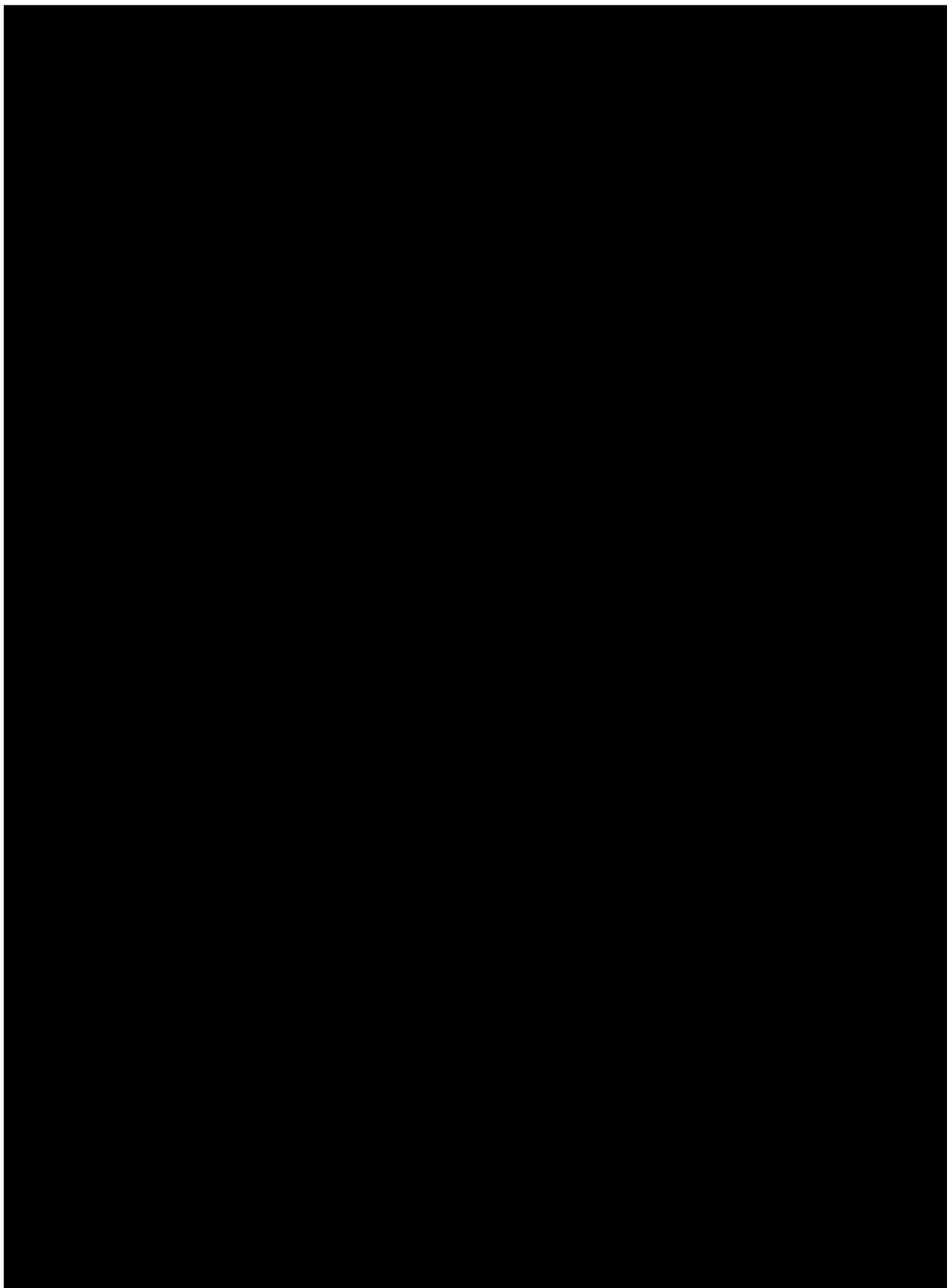
- name of the State/political subdivisions*
- contact name within the State/political subdivision*
- phone number, physical address, and email address for each.*

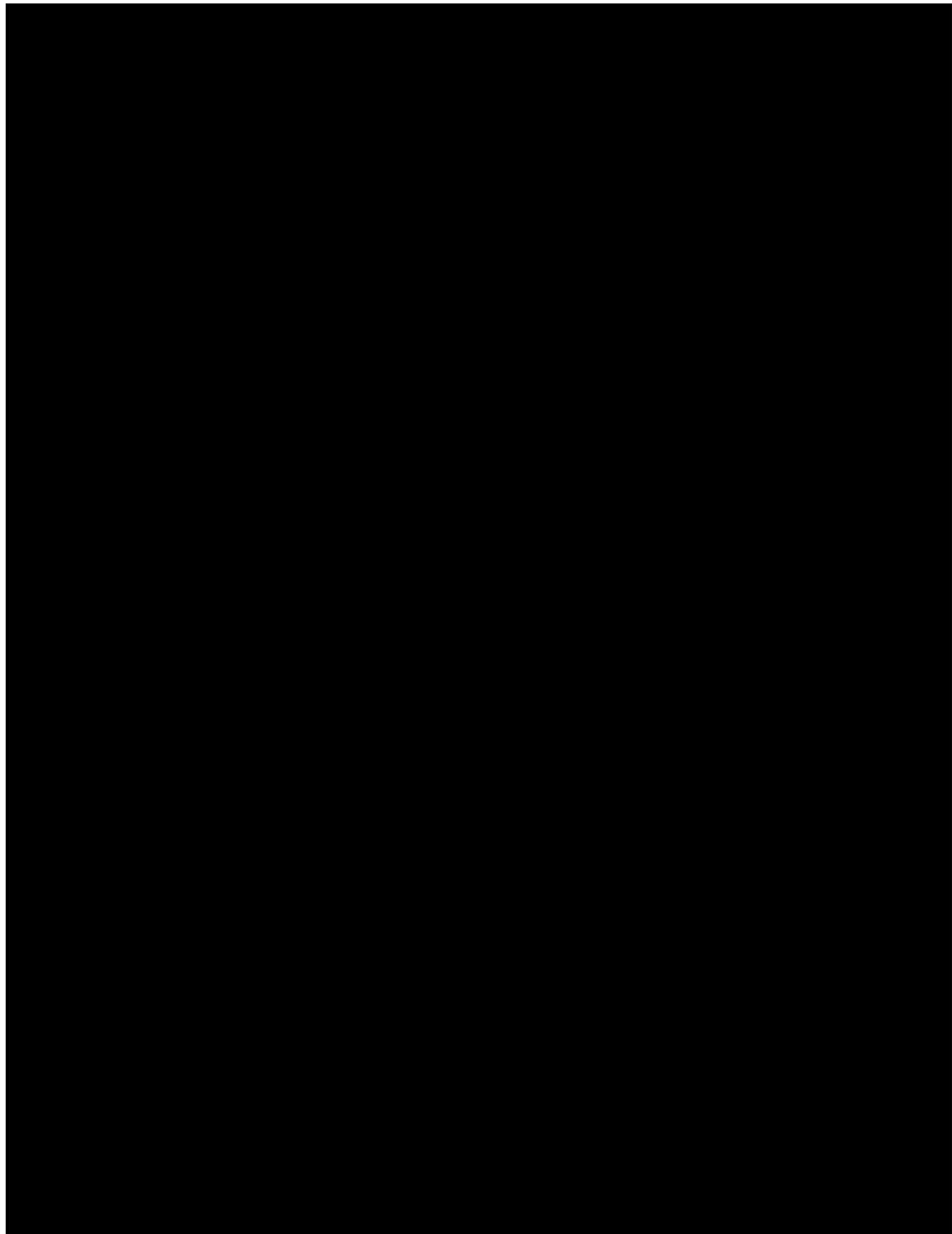
*Offeror must have provided IT staffing services to these references. The State may contact these references and request a reference on Contractor performance, using a predetermined set of Reference Questions for scoring purposes.*

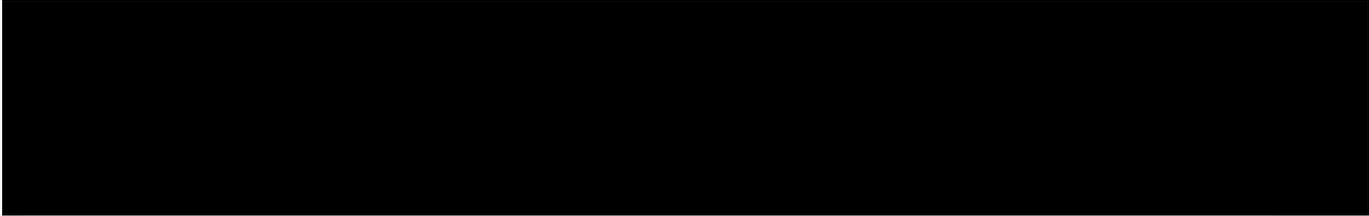
CAI proudly serves hundreds of clients across various industries. For the purposes of this proposal, we have included a selection of the most relevant clients based on the scope and requirements of this opportunity. We have provided two lists: our MSP contracts with the contact information requested, and a select list of our similar size IT staff augmentation clients.

**Protected Business Confidential Information Begins**









**Protected Business Confidential Information Ends**

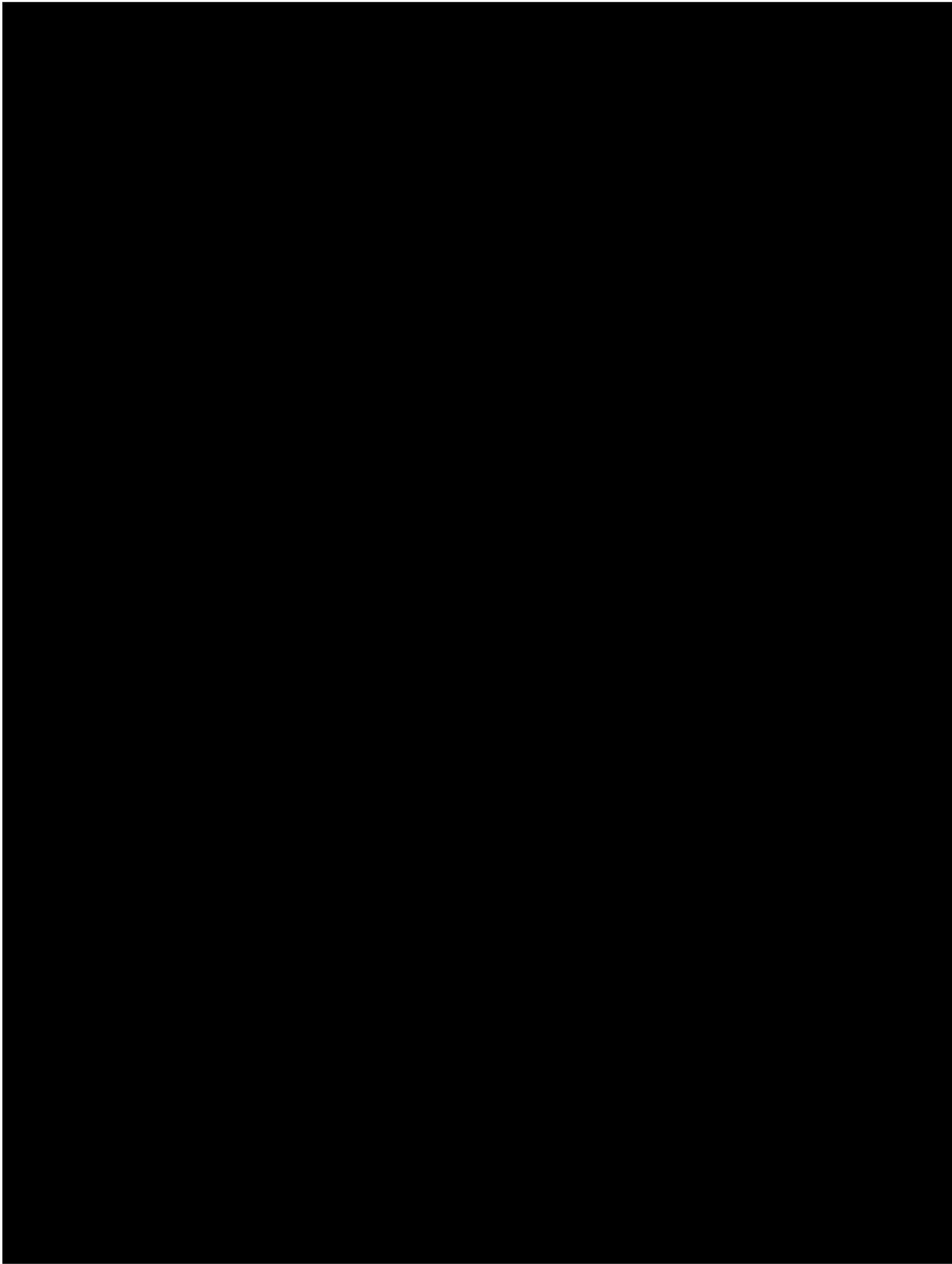
## References

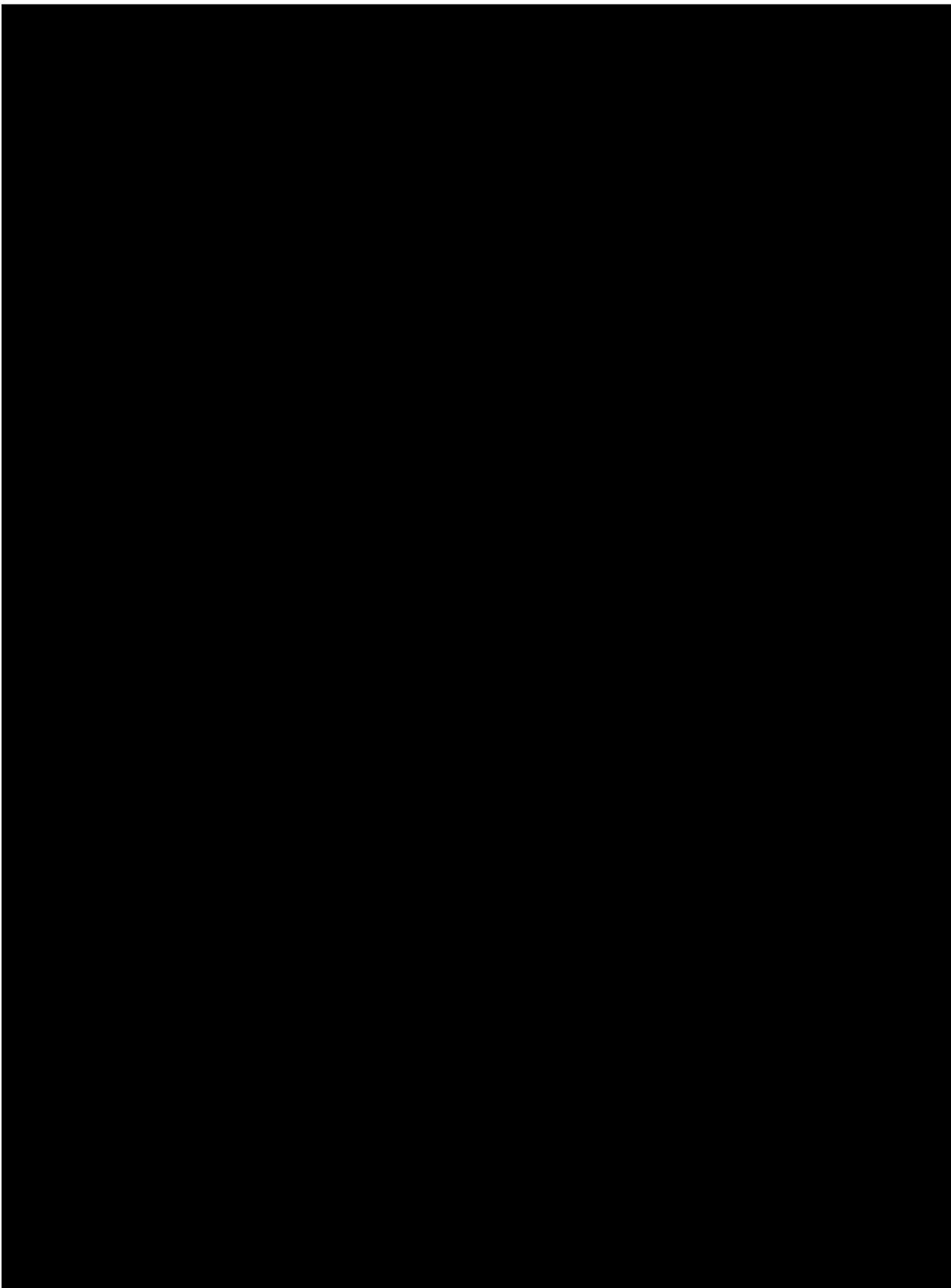
At CAI, we take immense pride in the work we do and the successful outcomes we deliver for our clients. To this end, if awarded a contract, we request your agreement to allow us to feature your project as a reference. References will be handled with discretion and respect for your organization.

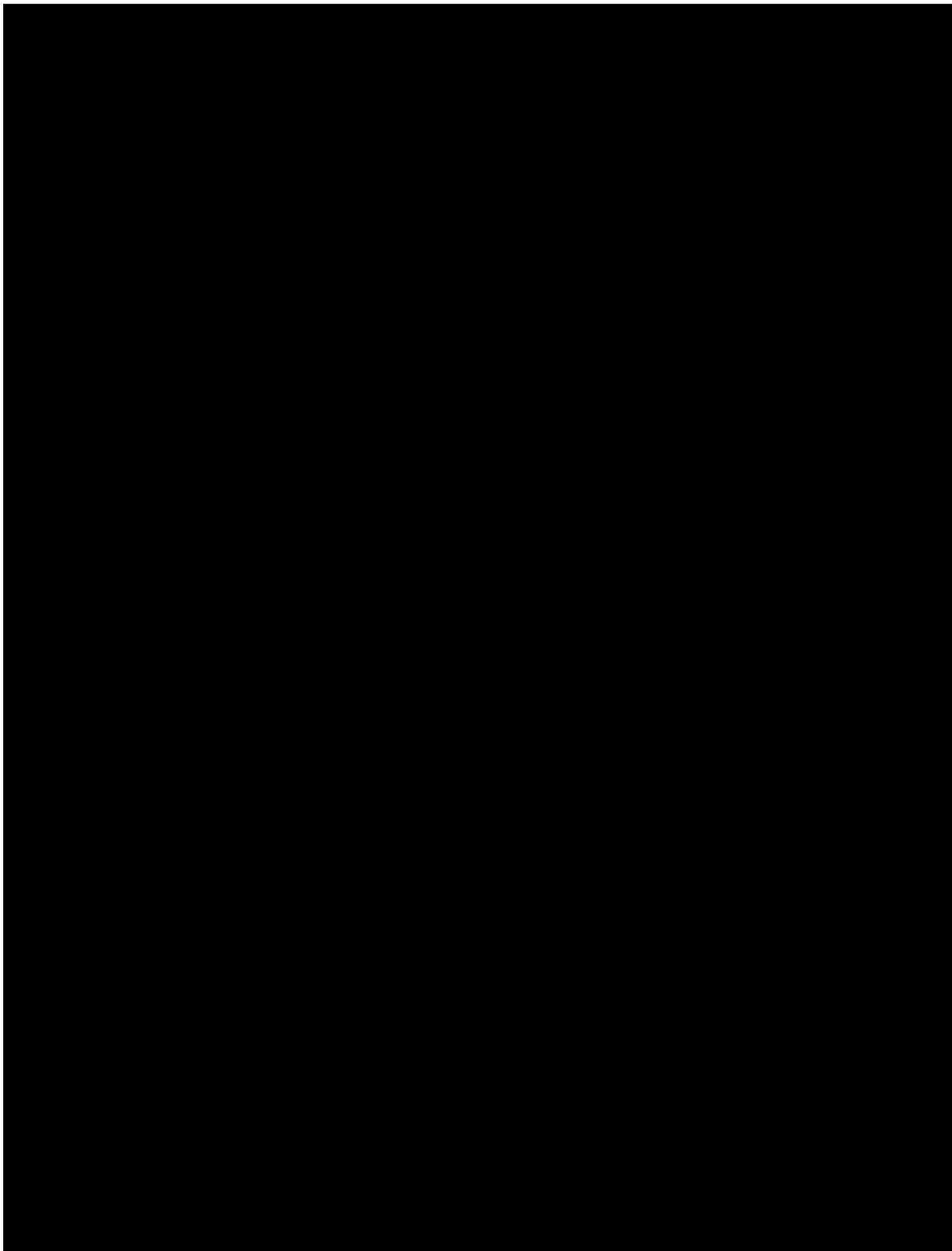
## Resumes

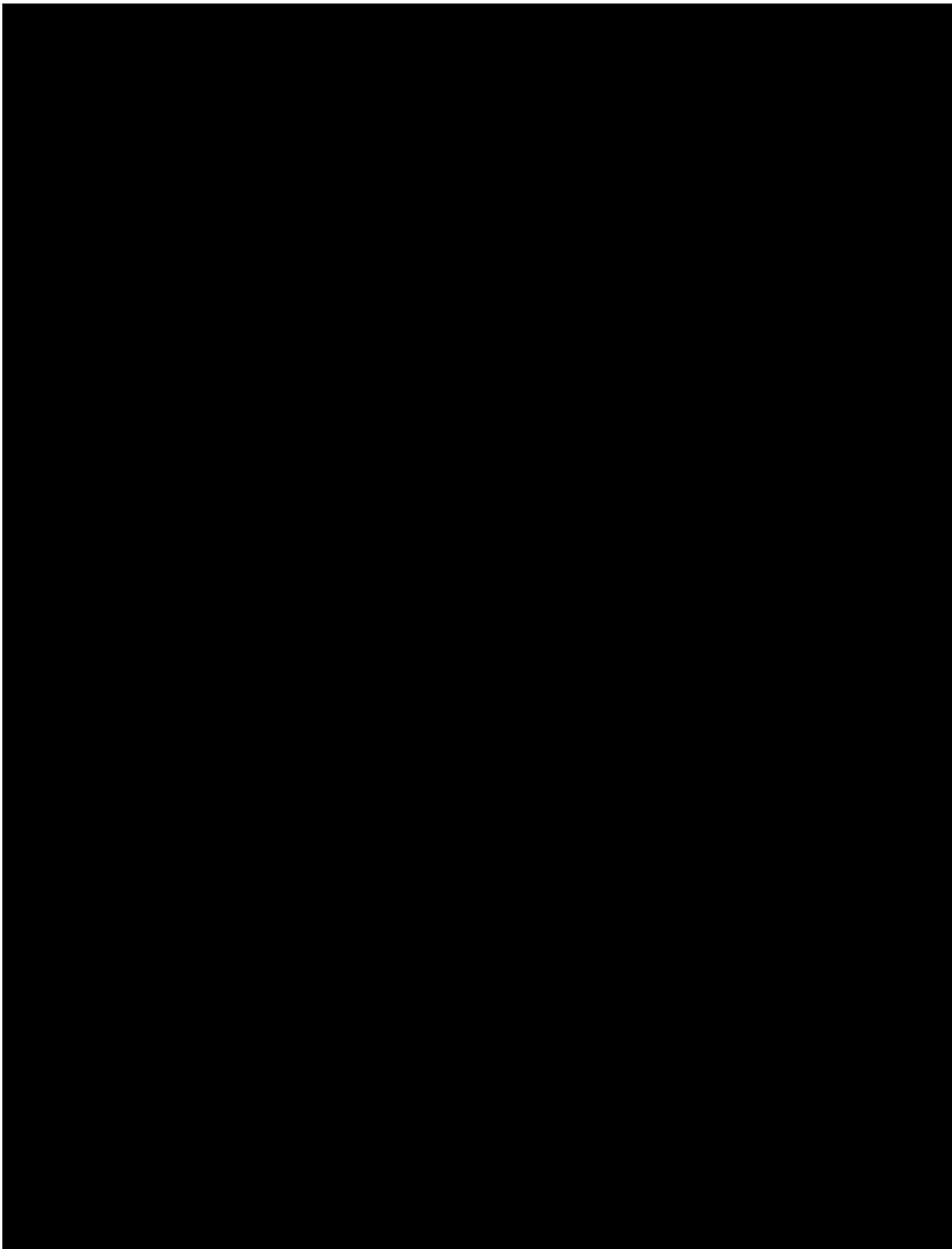
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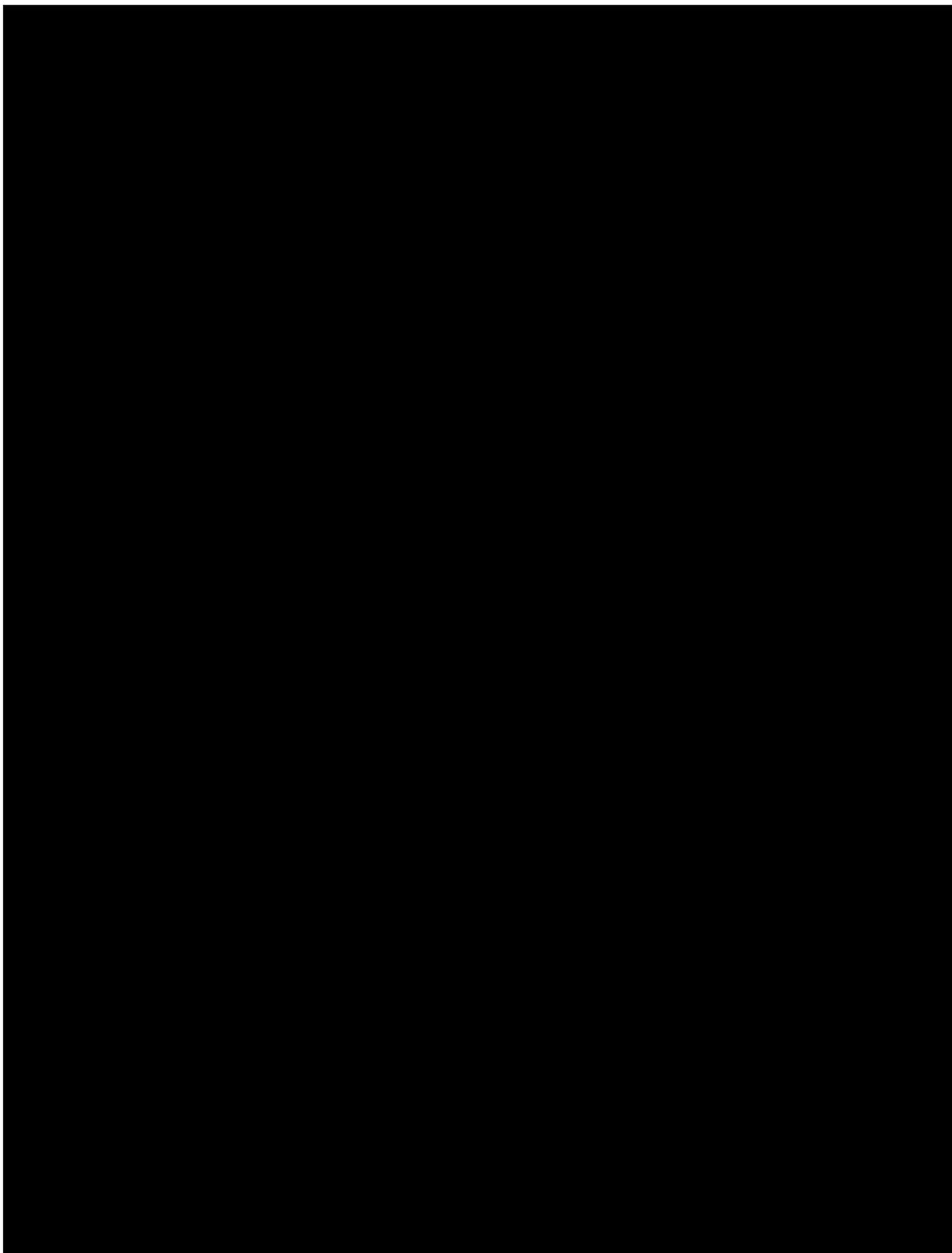


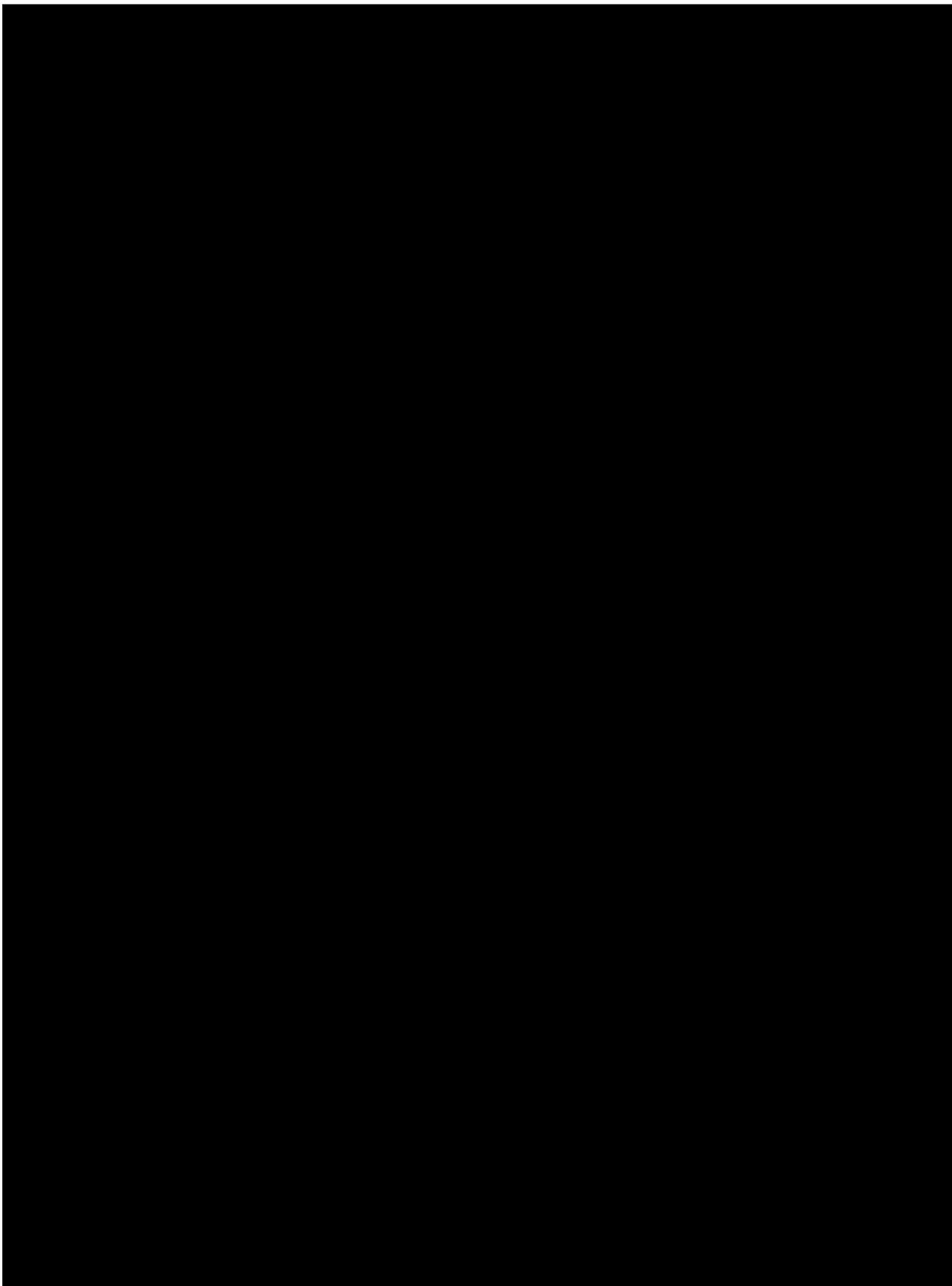


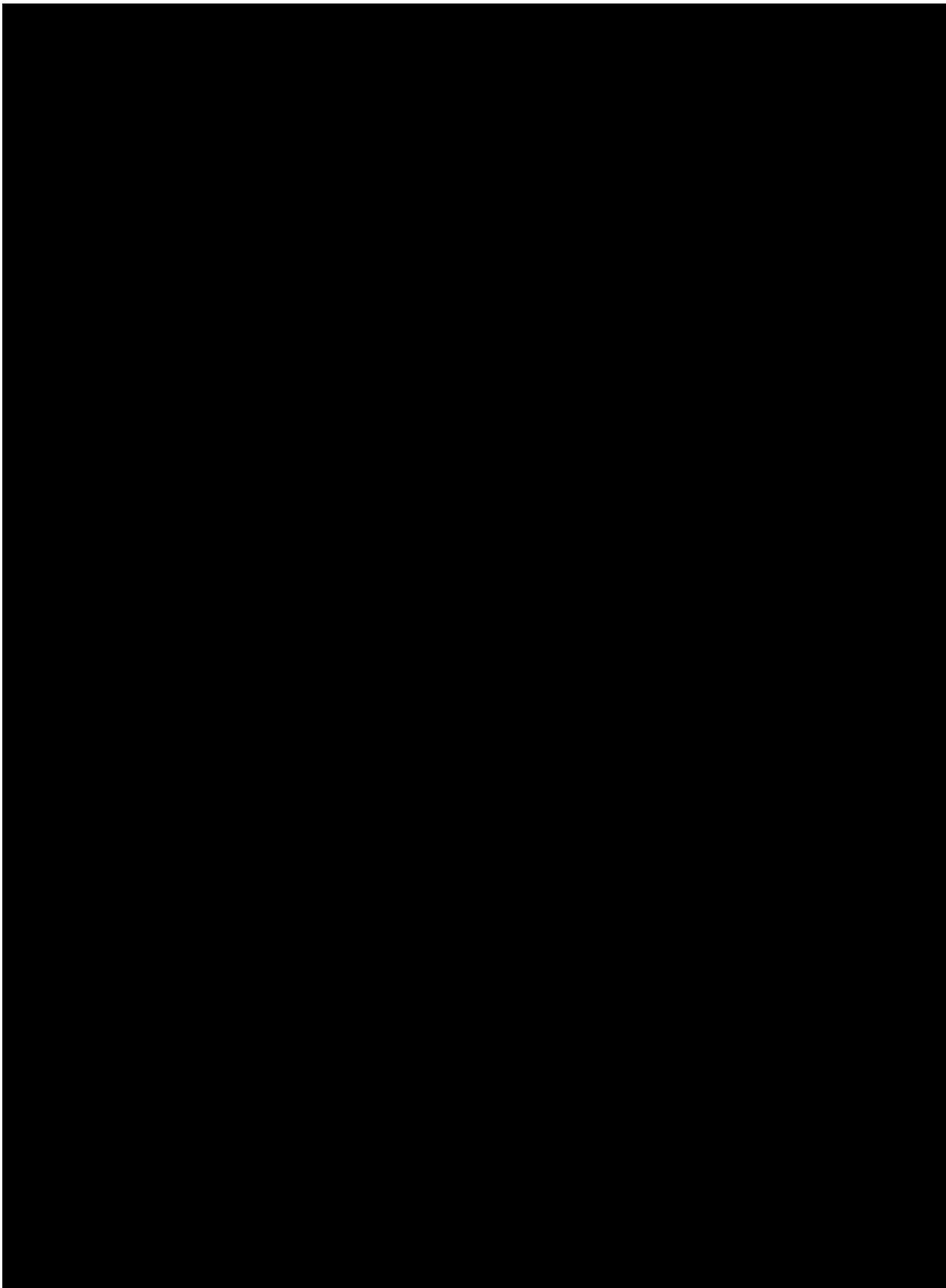


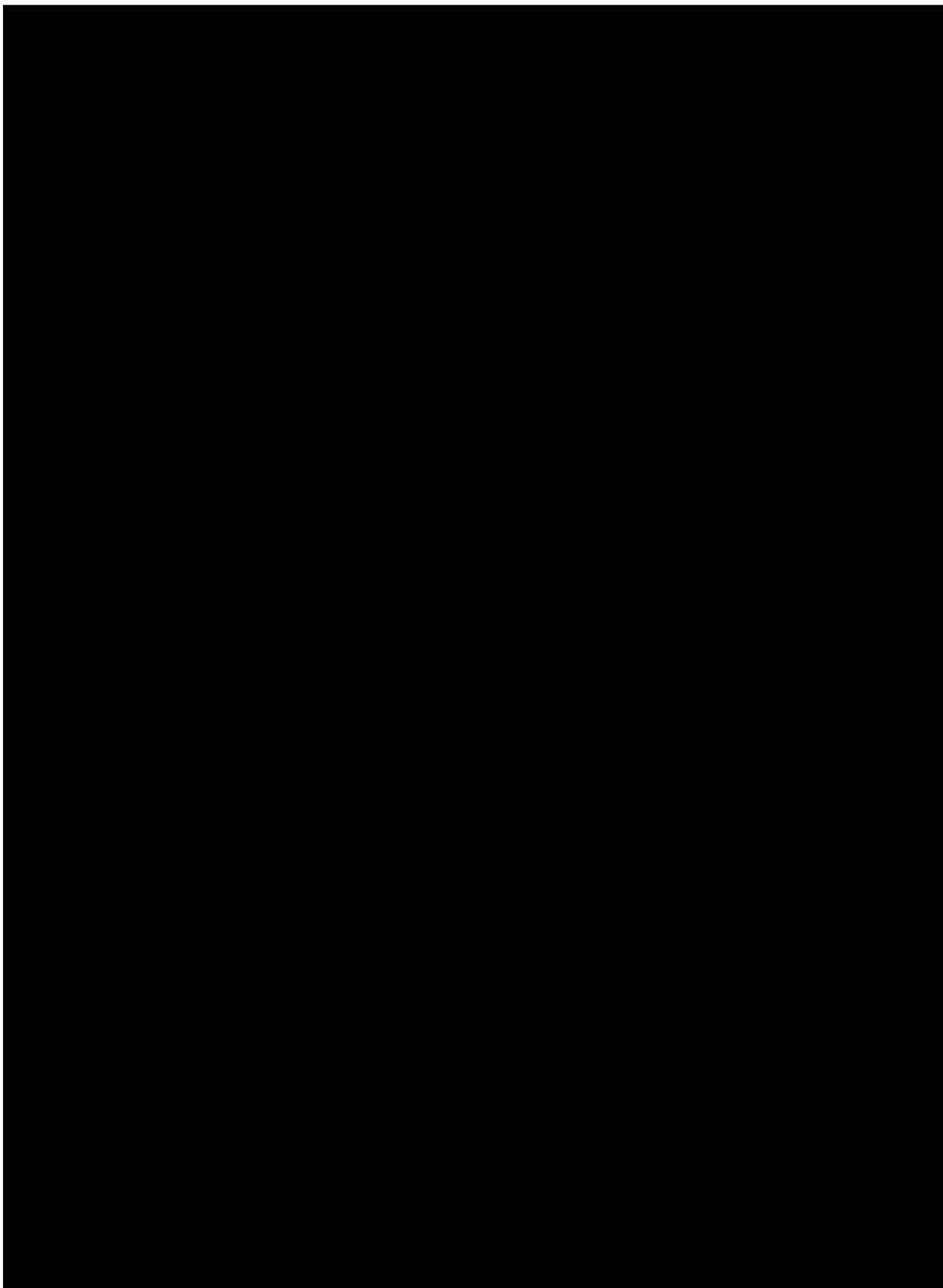


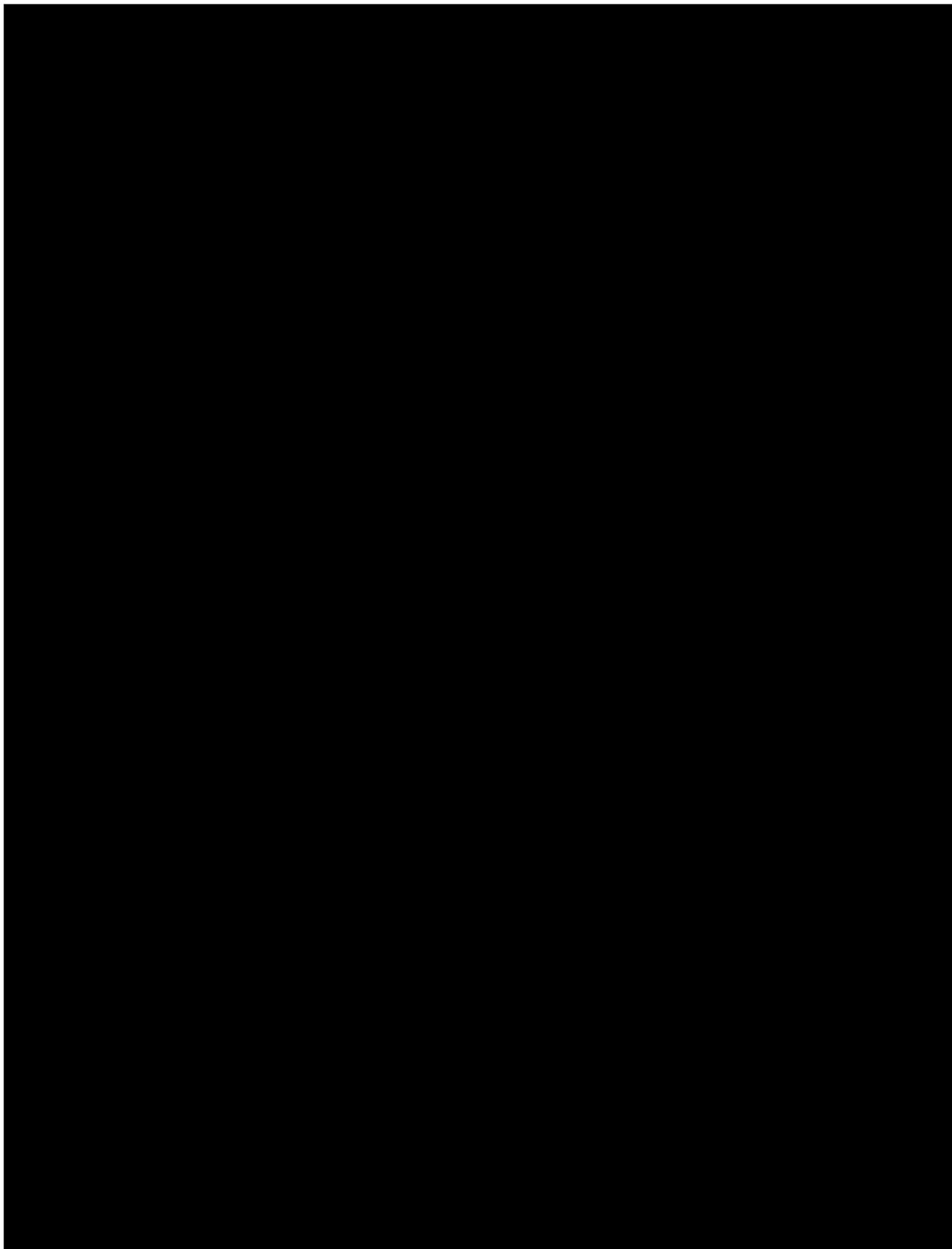




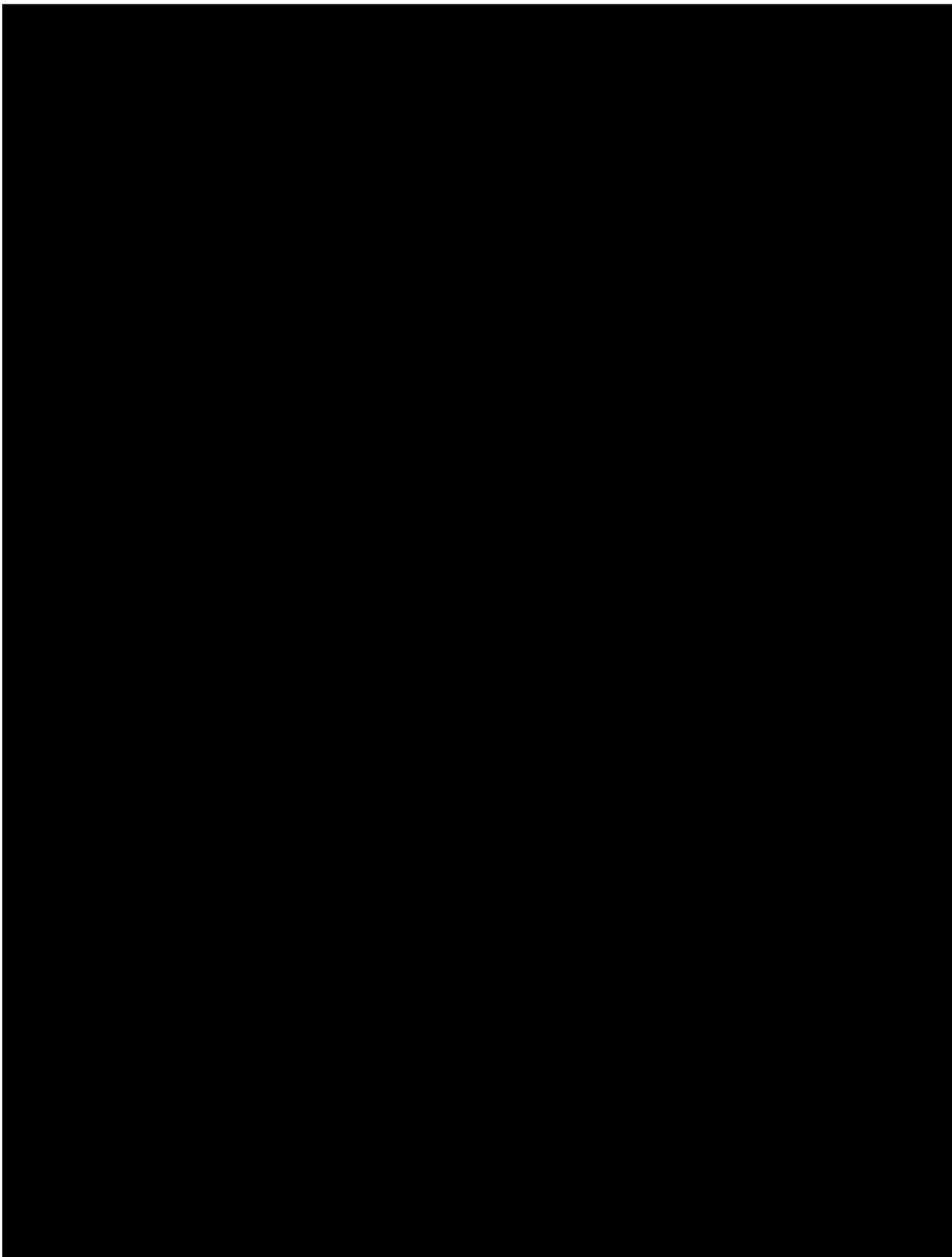


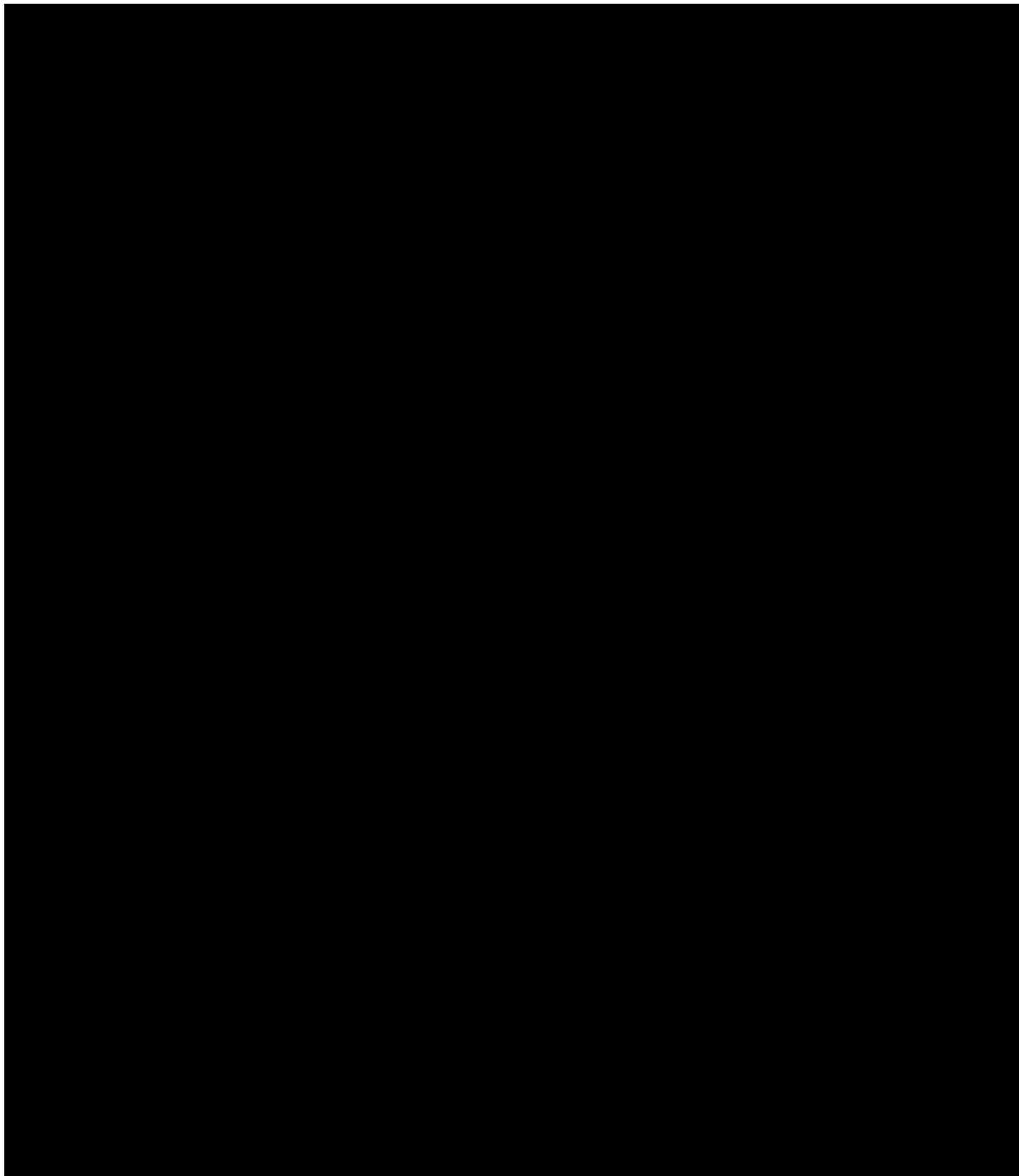


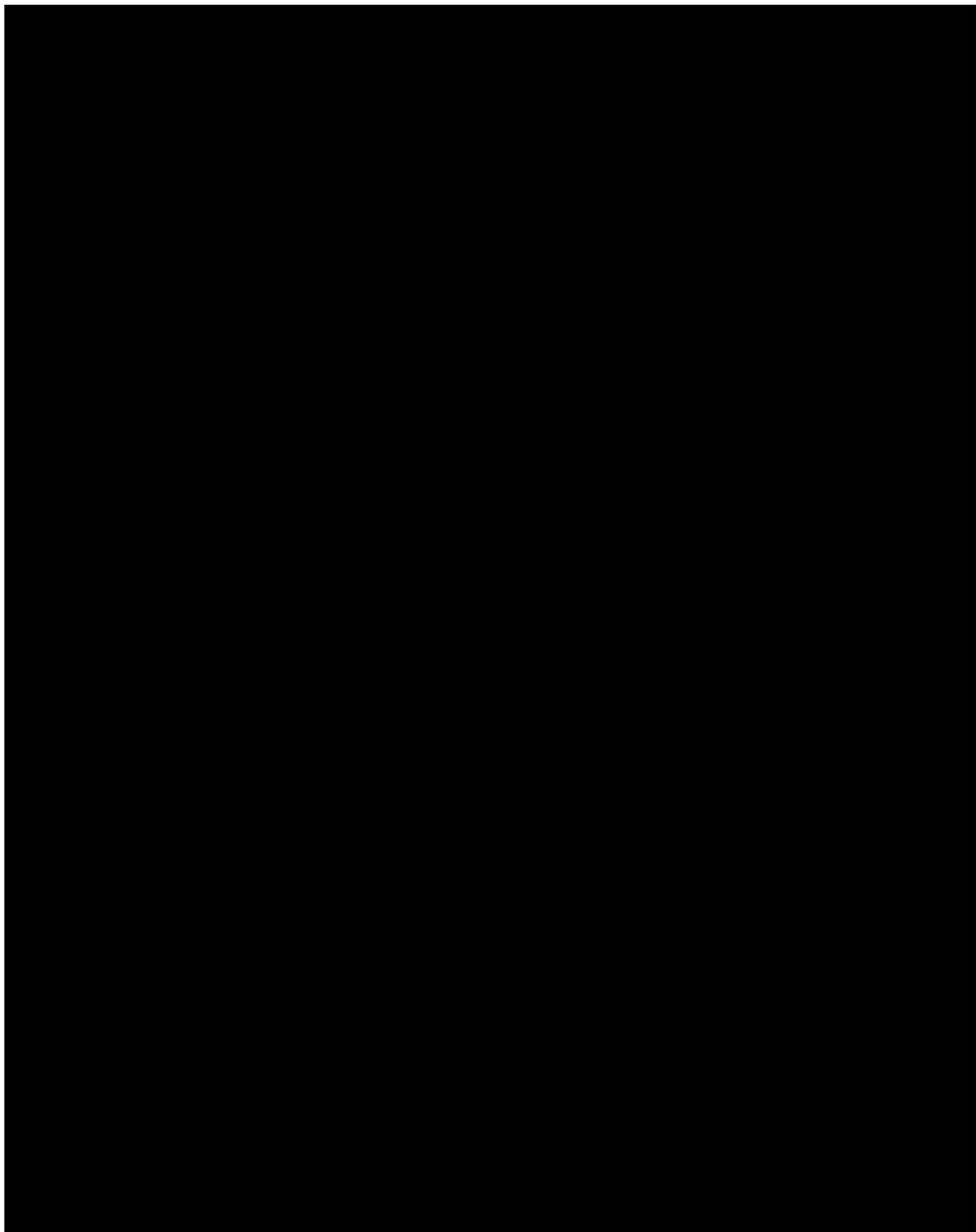


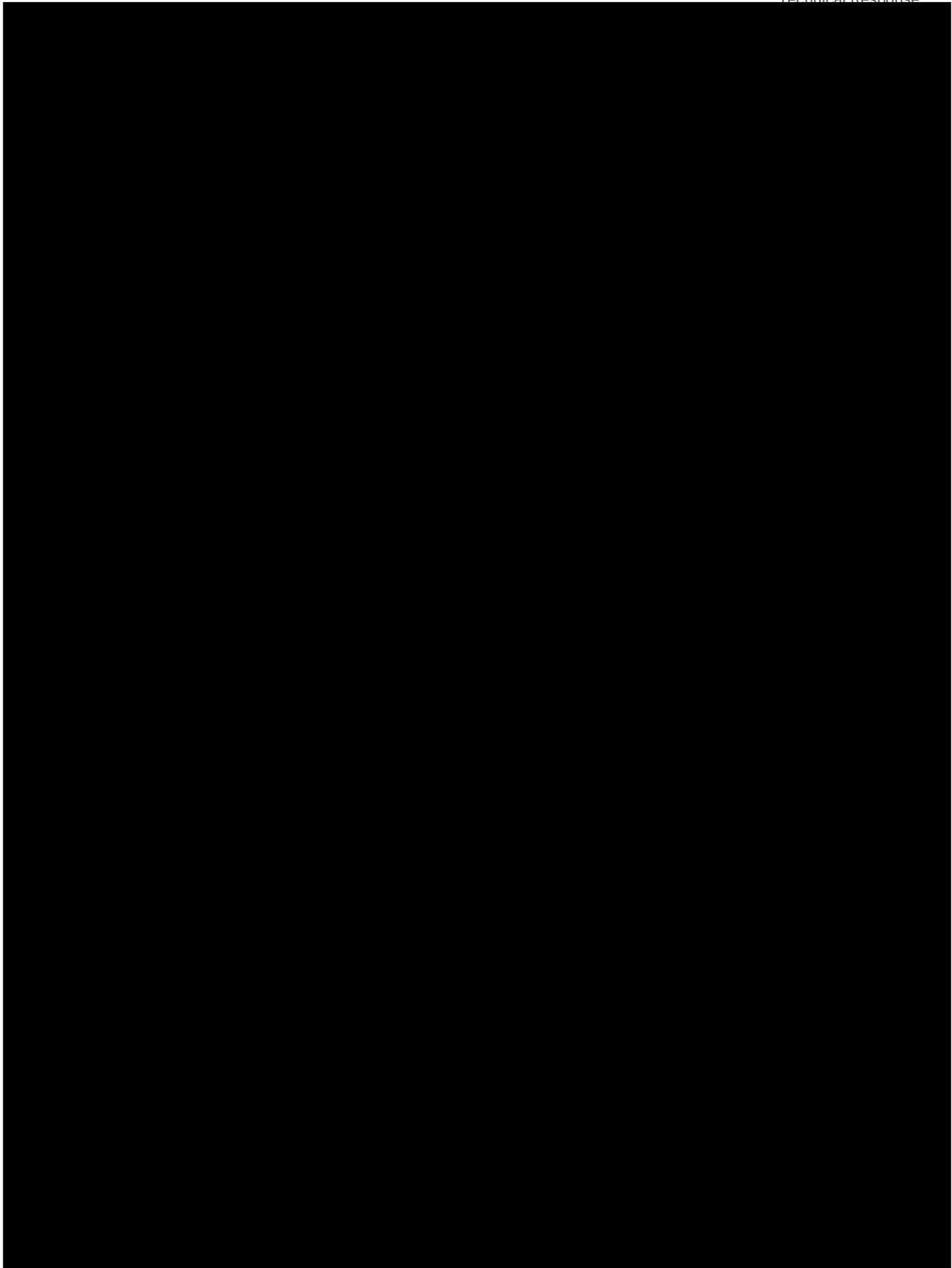


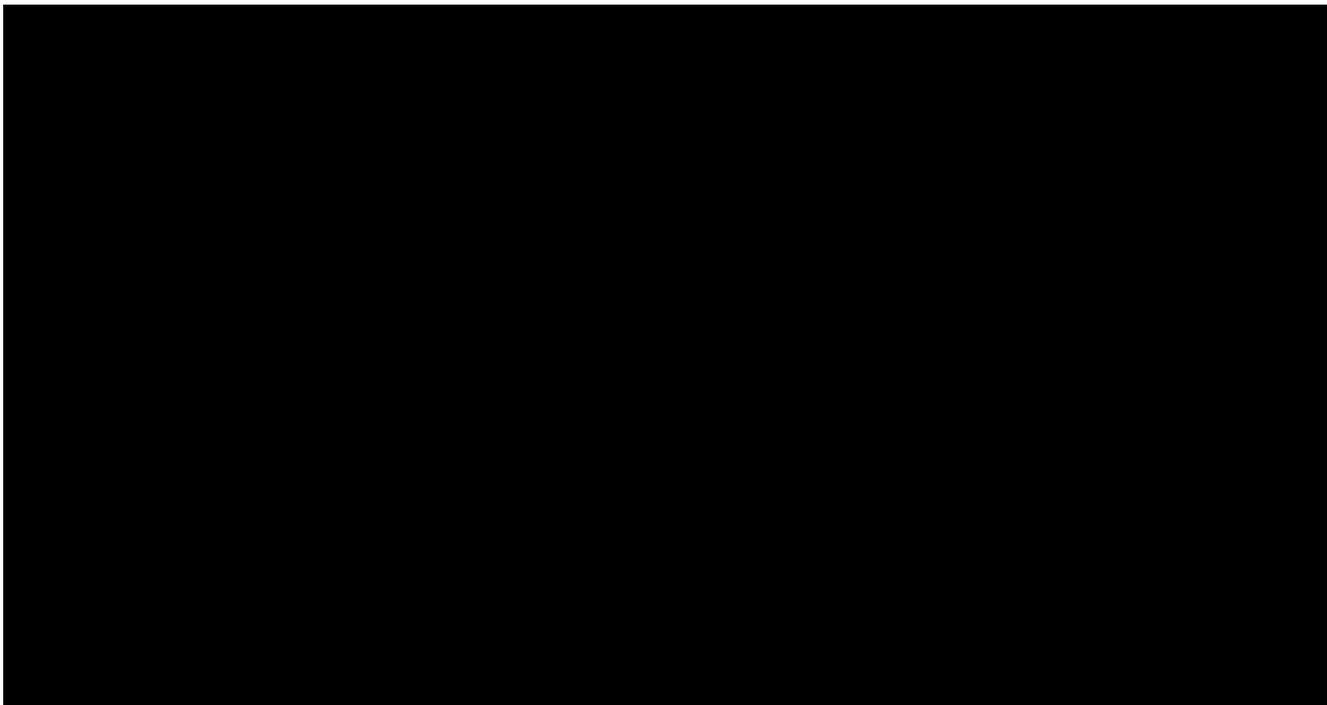








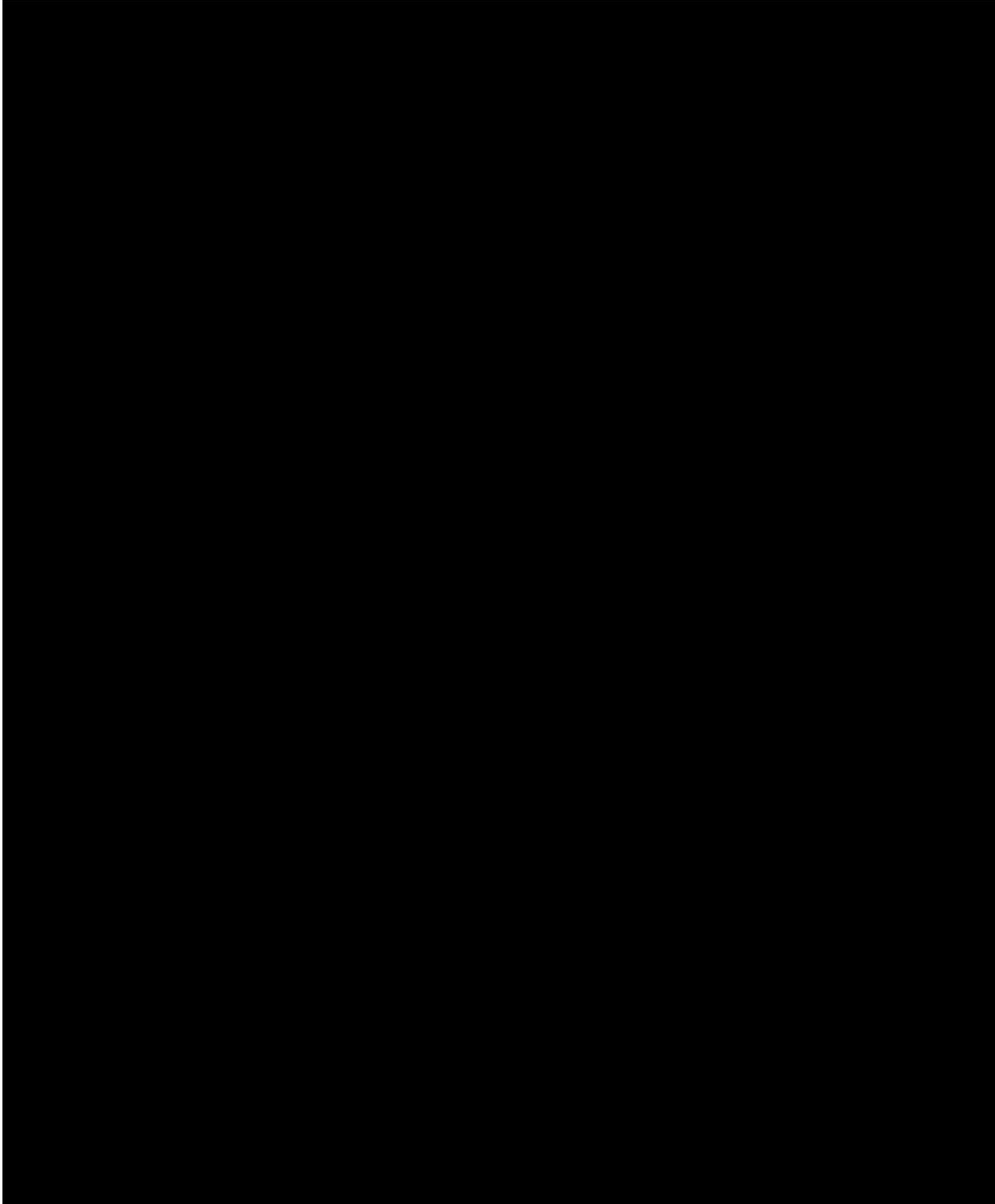


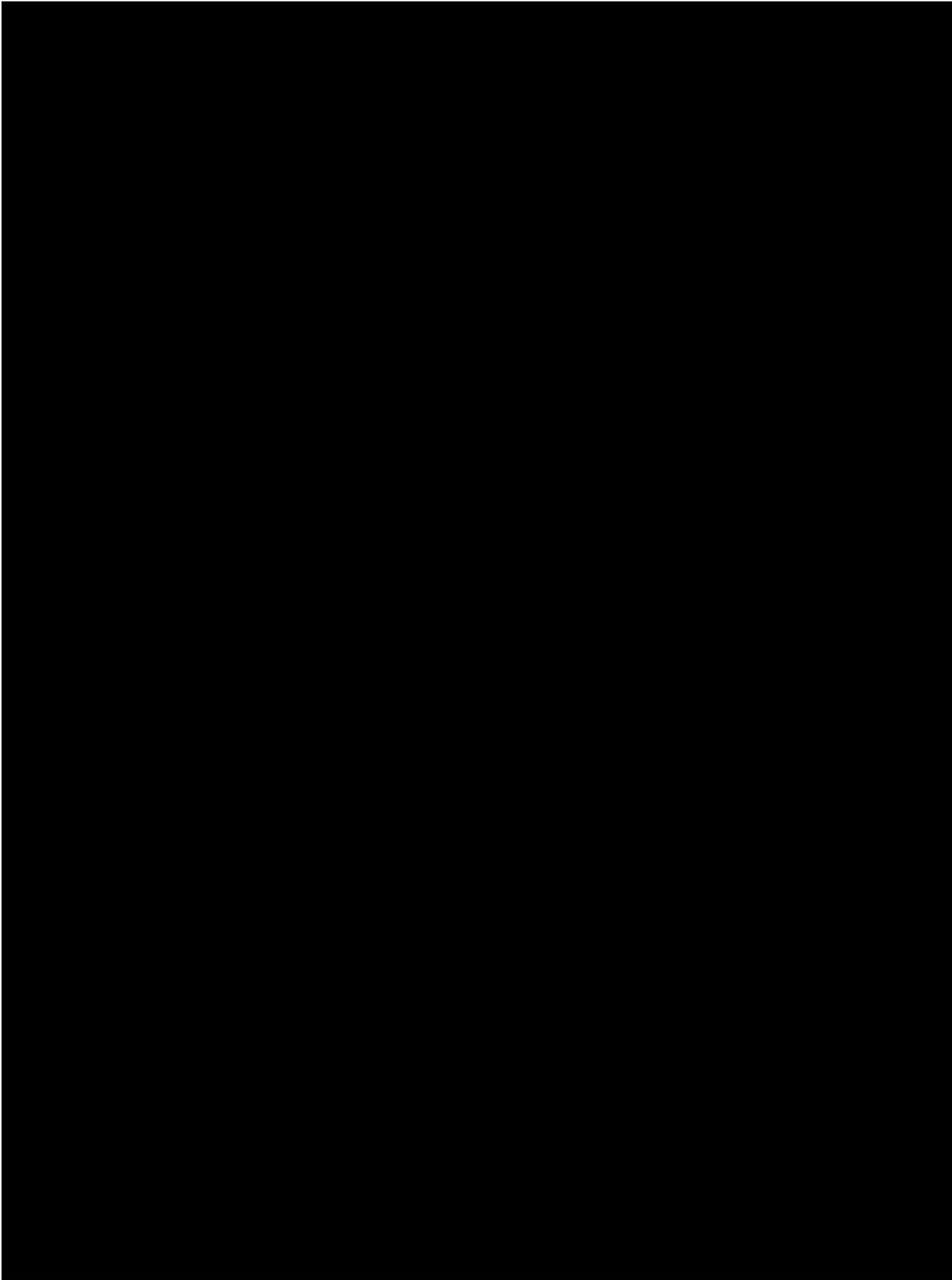


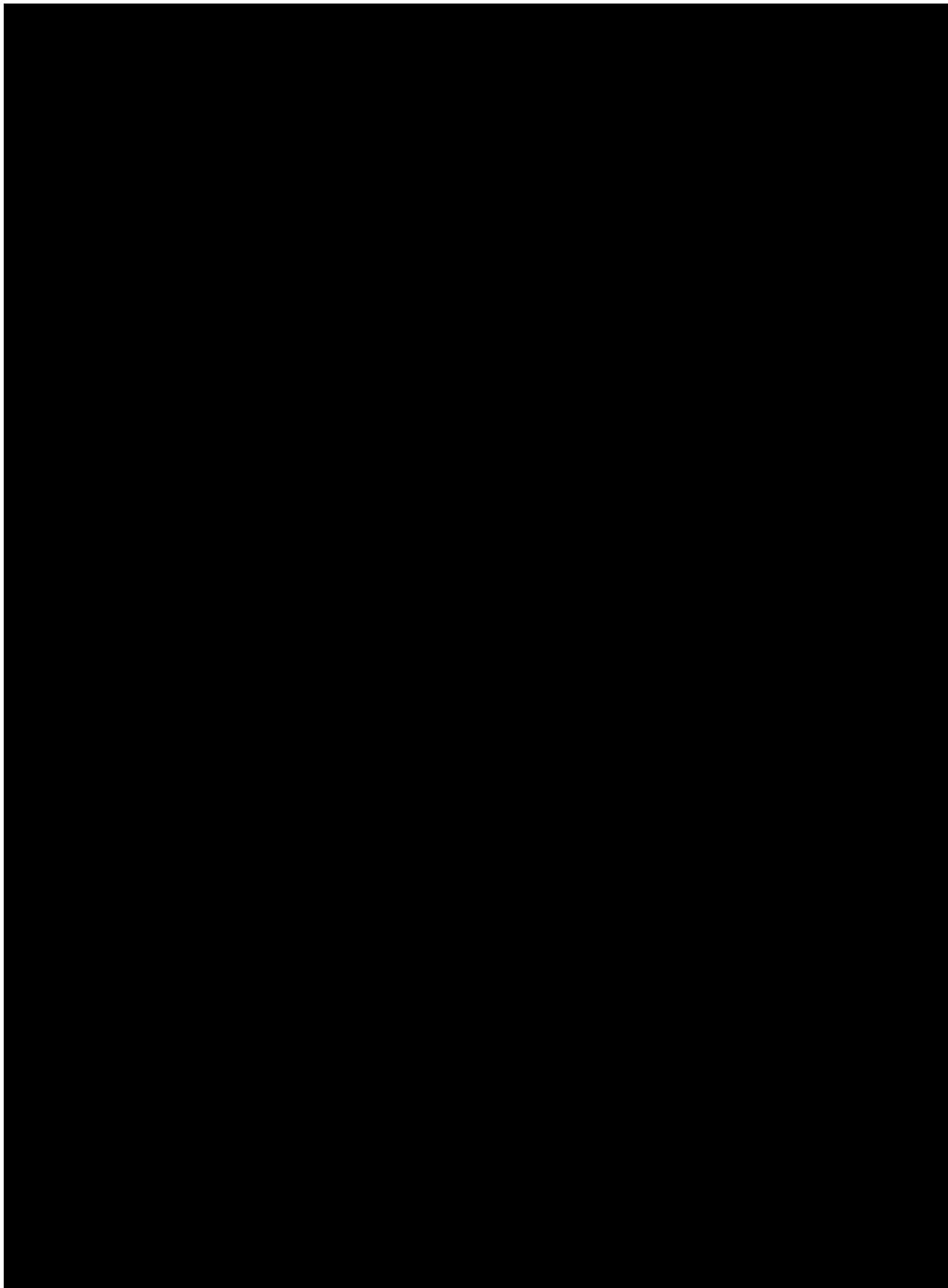
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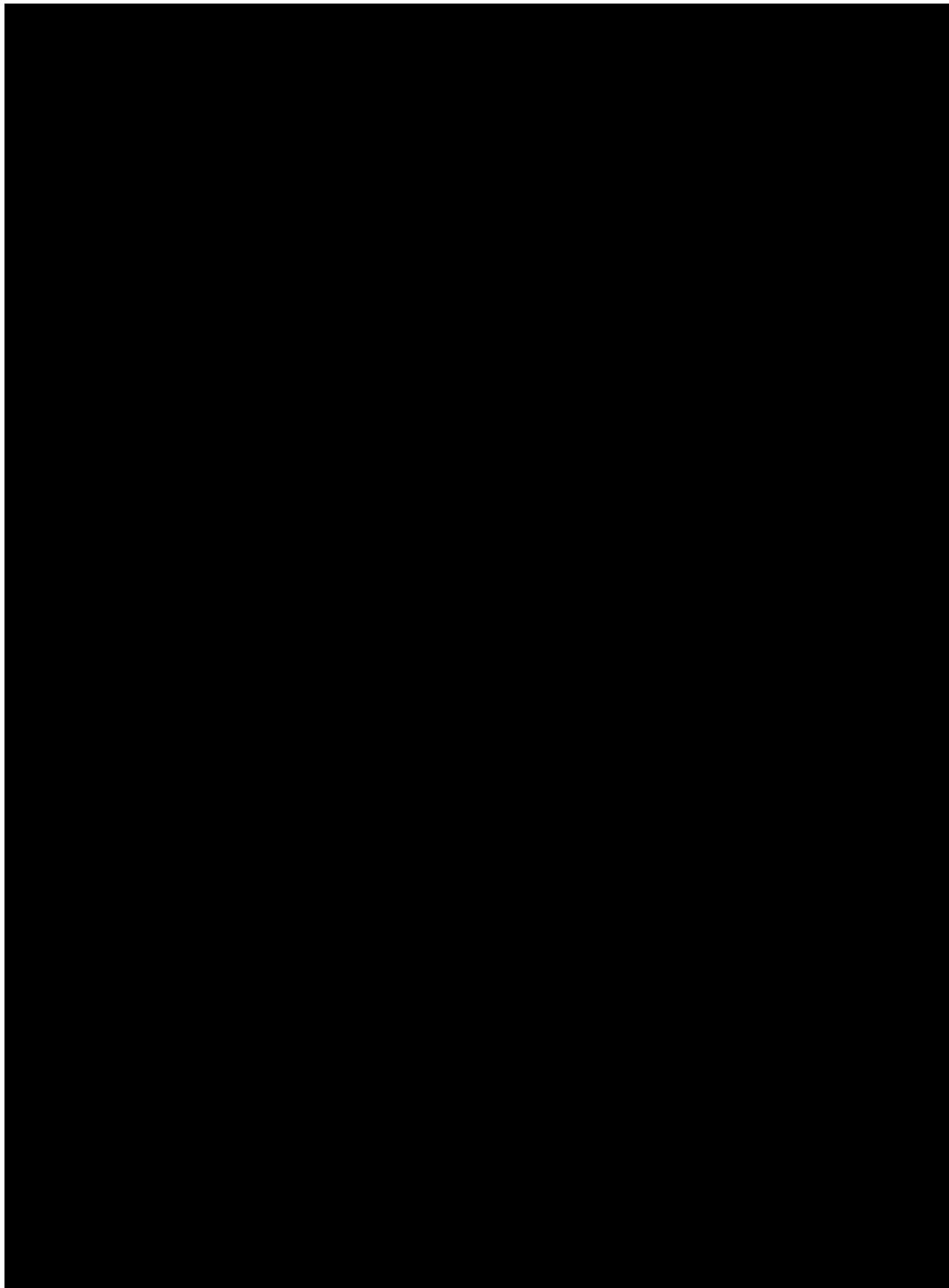
# Appendix

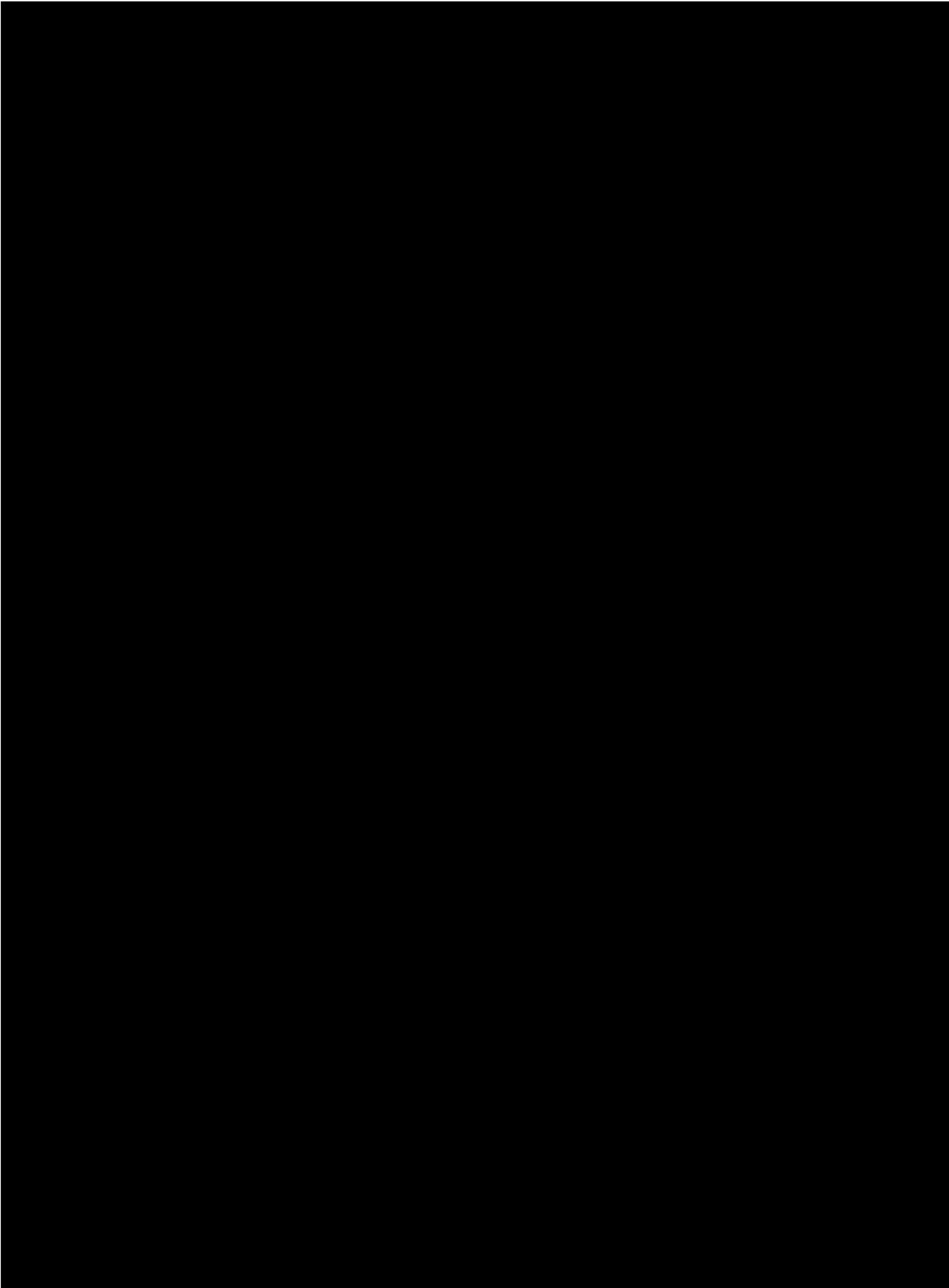
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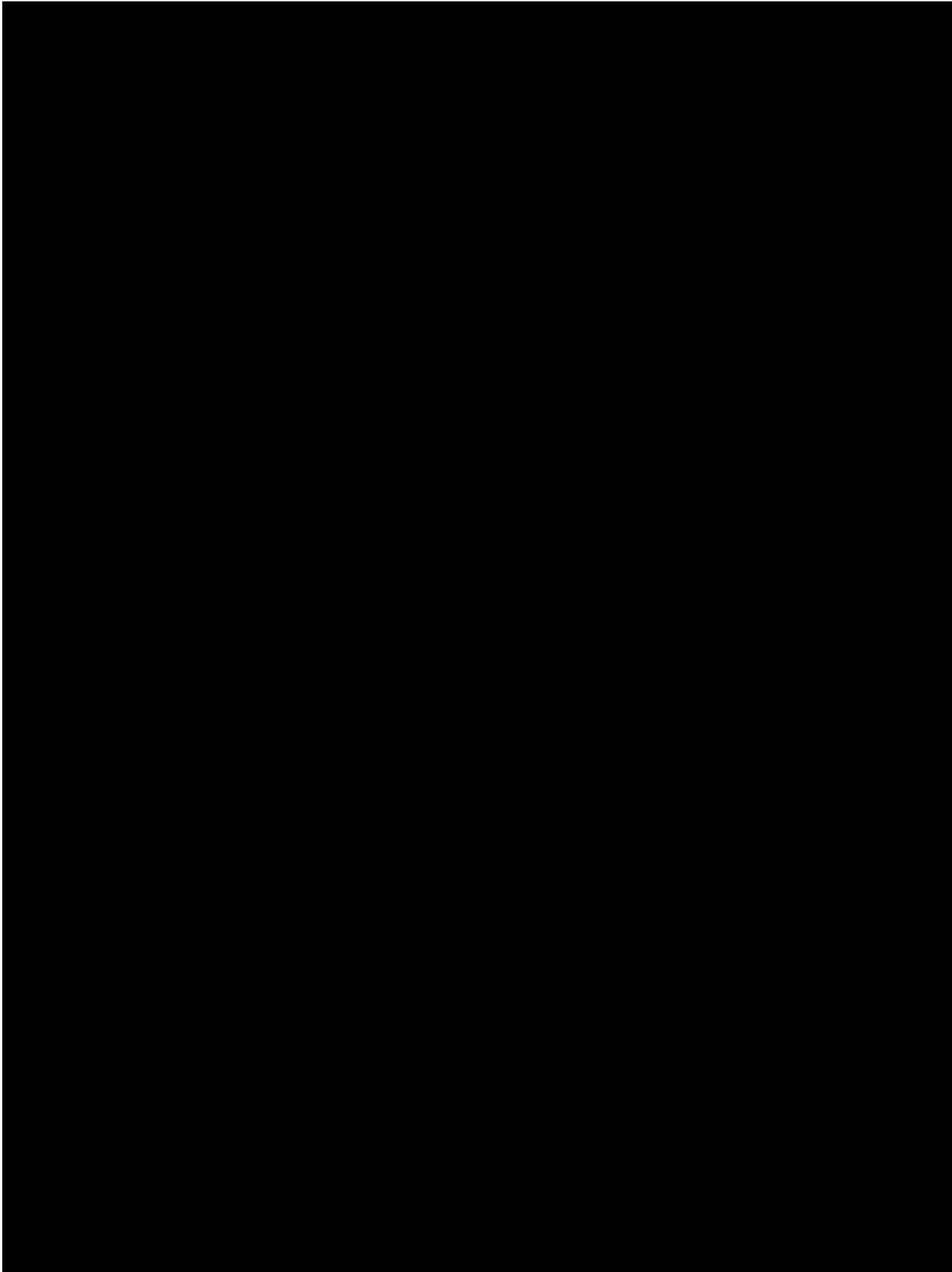


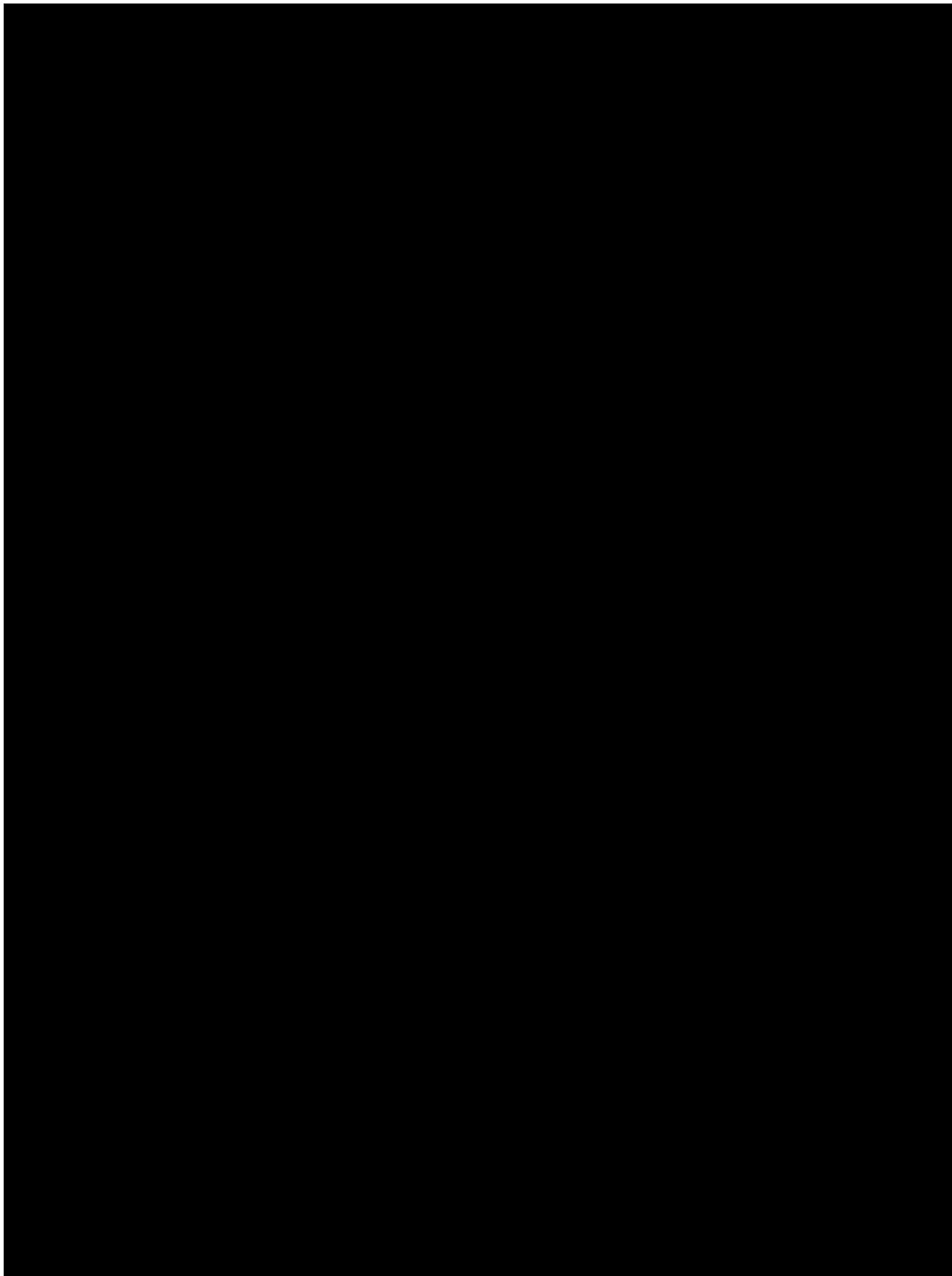


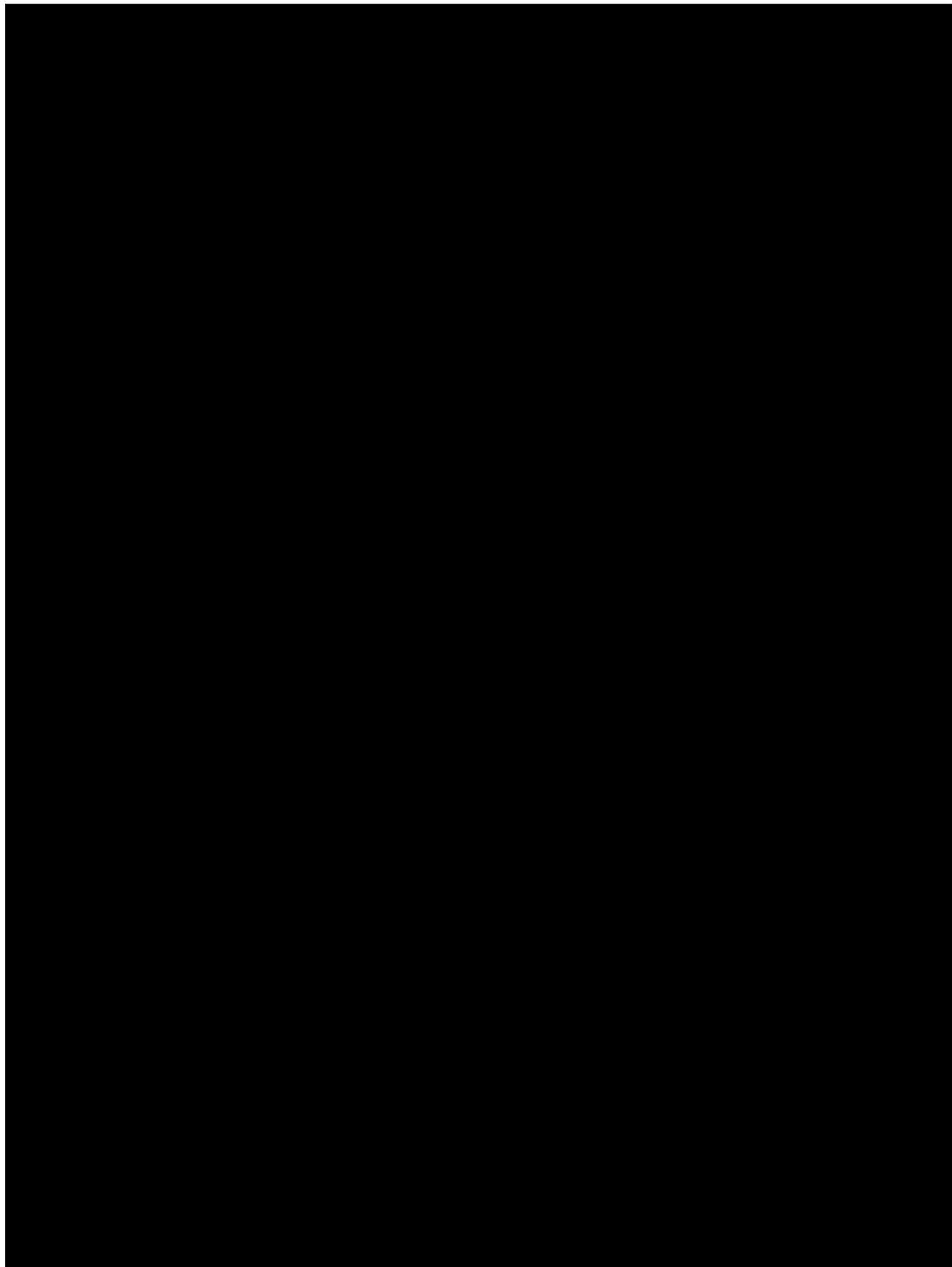


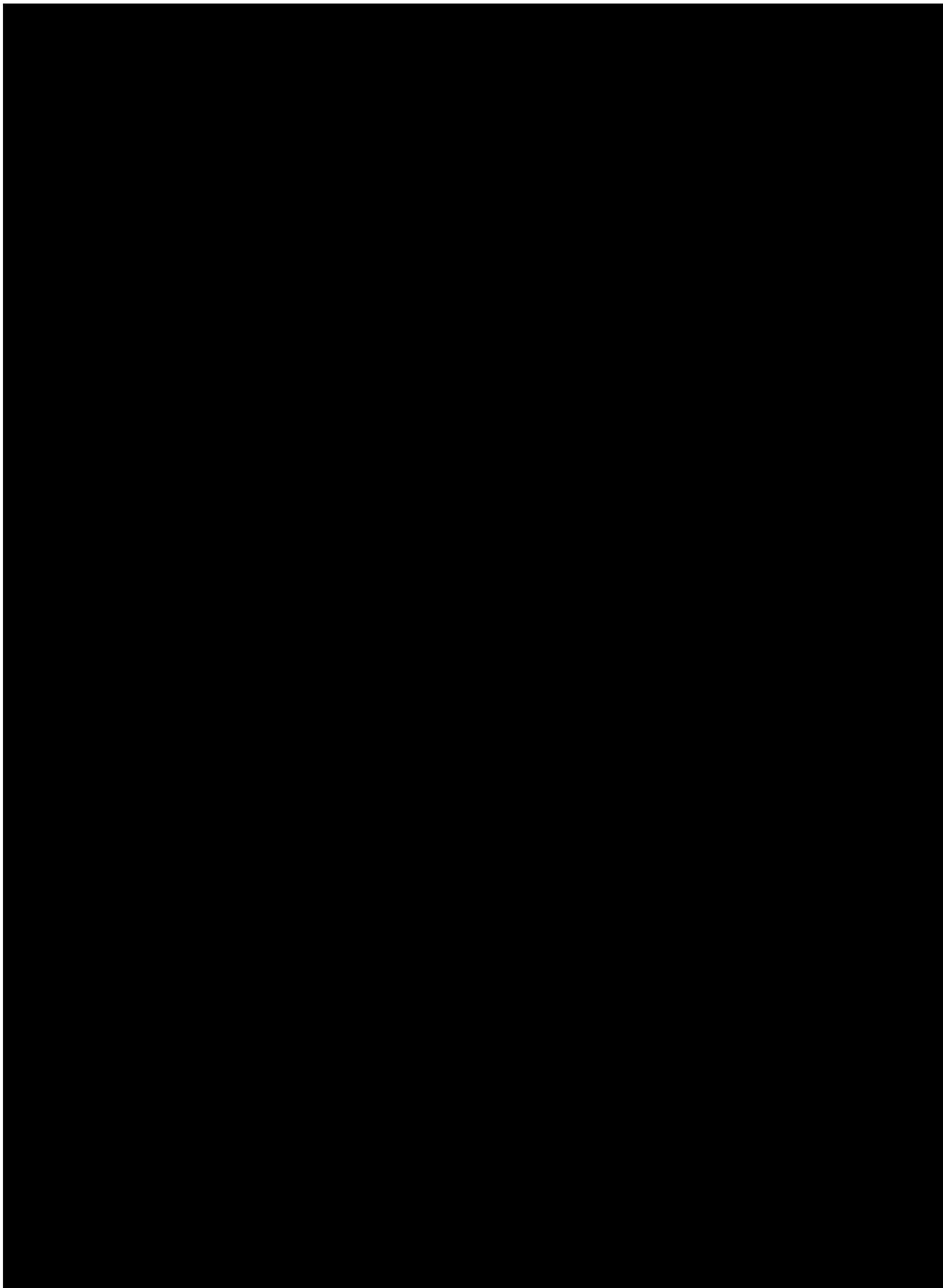


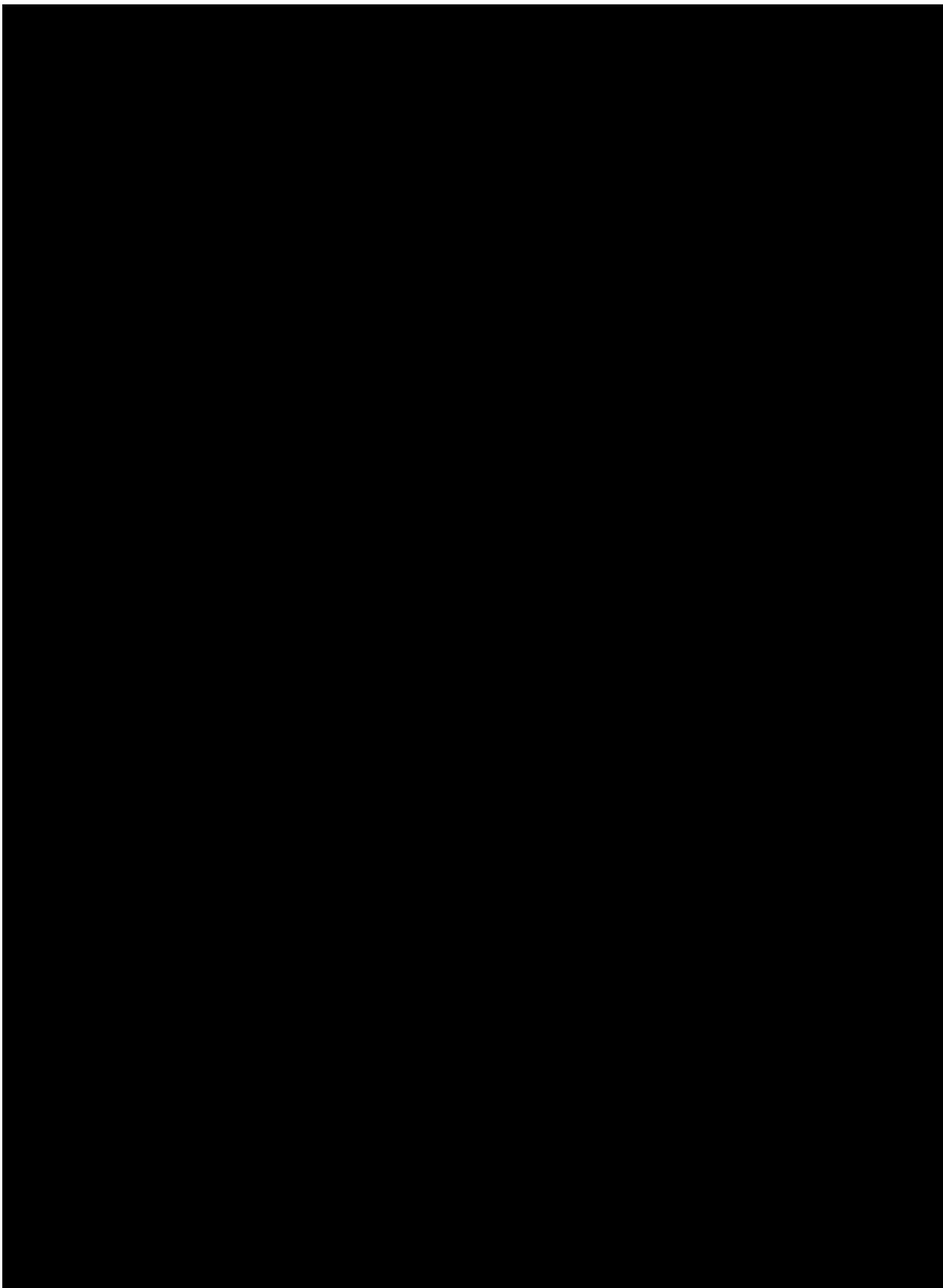


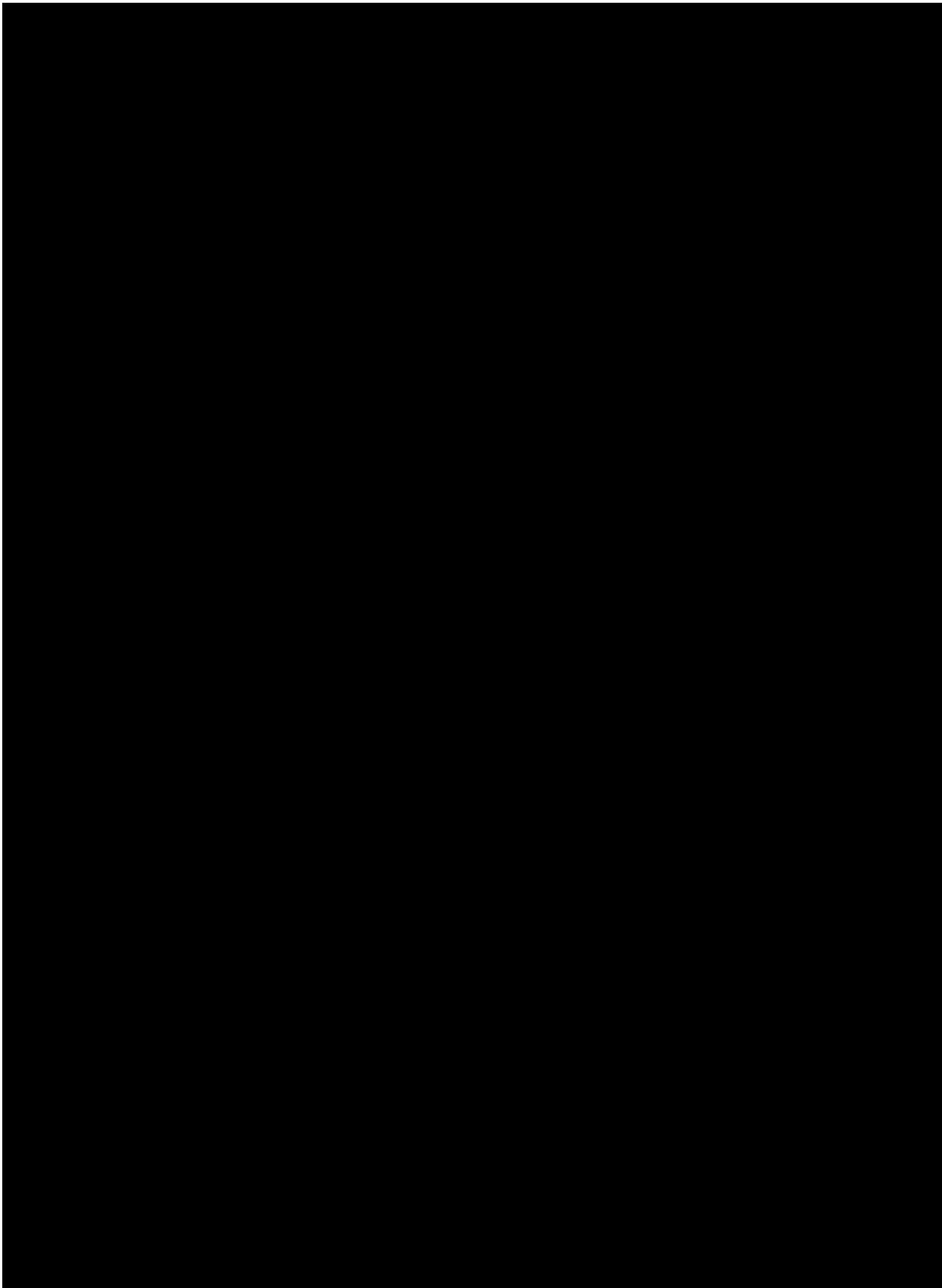


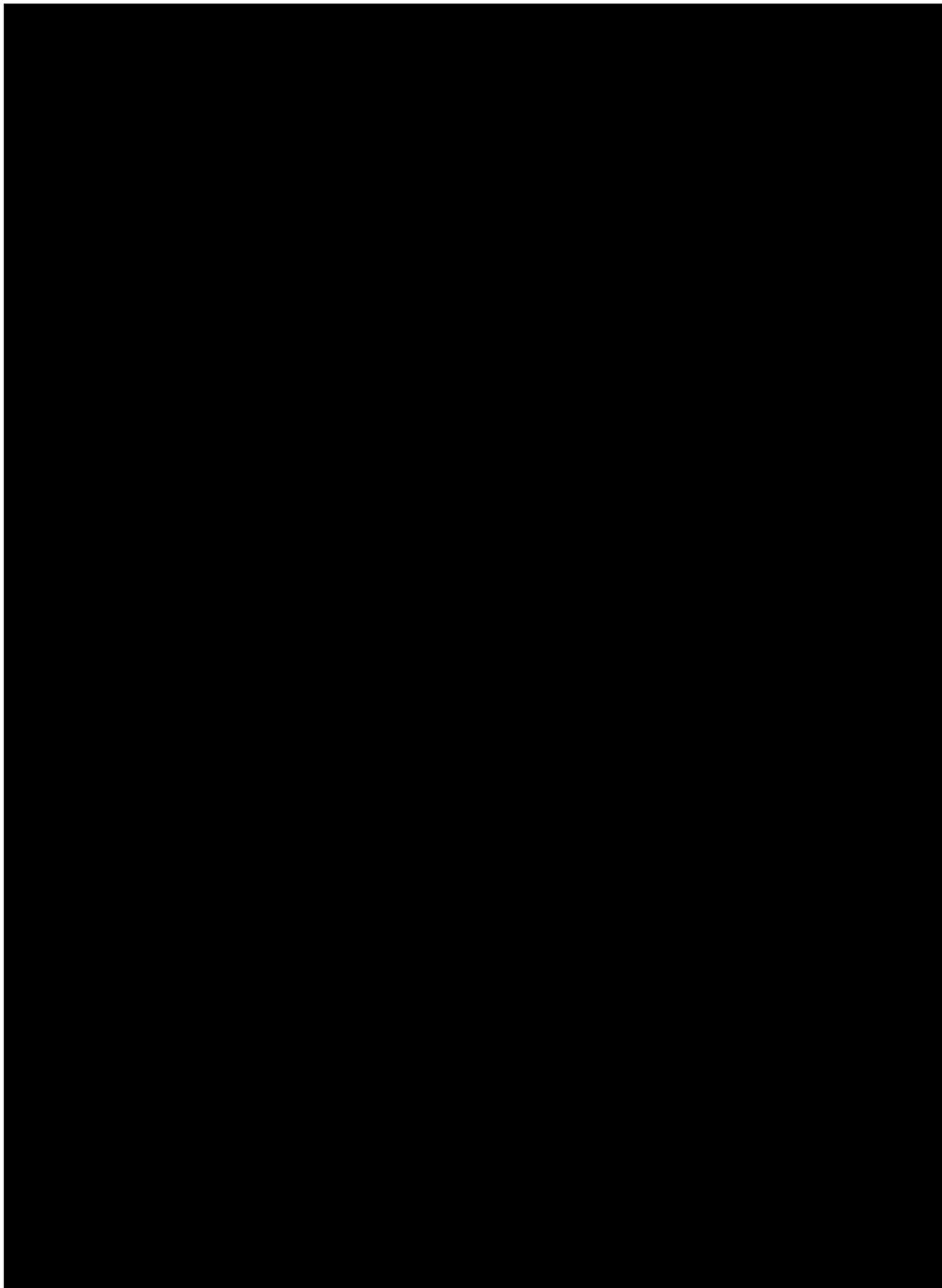


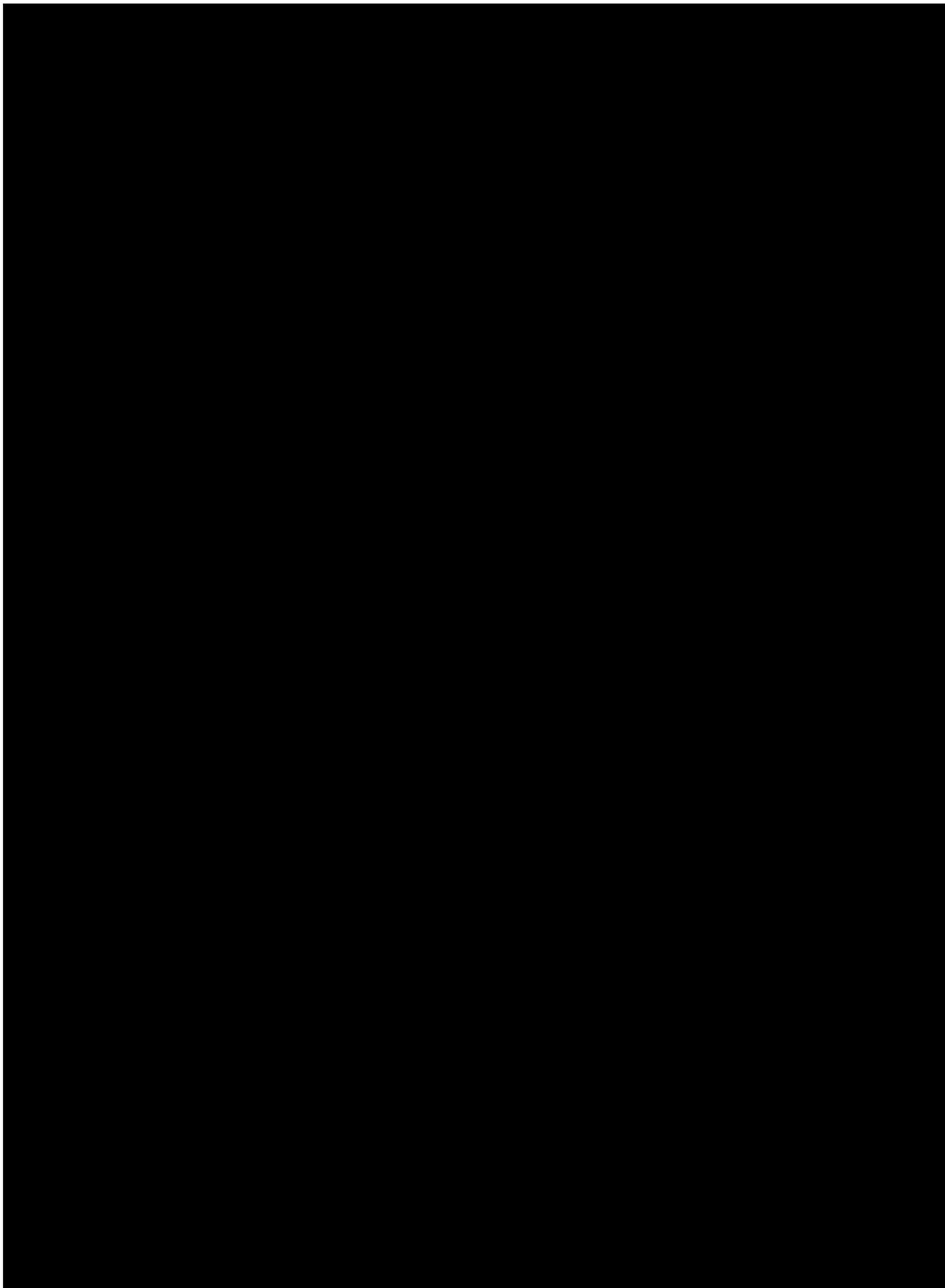


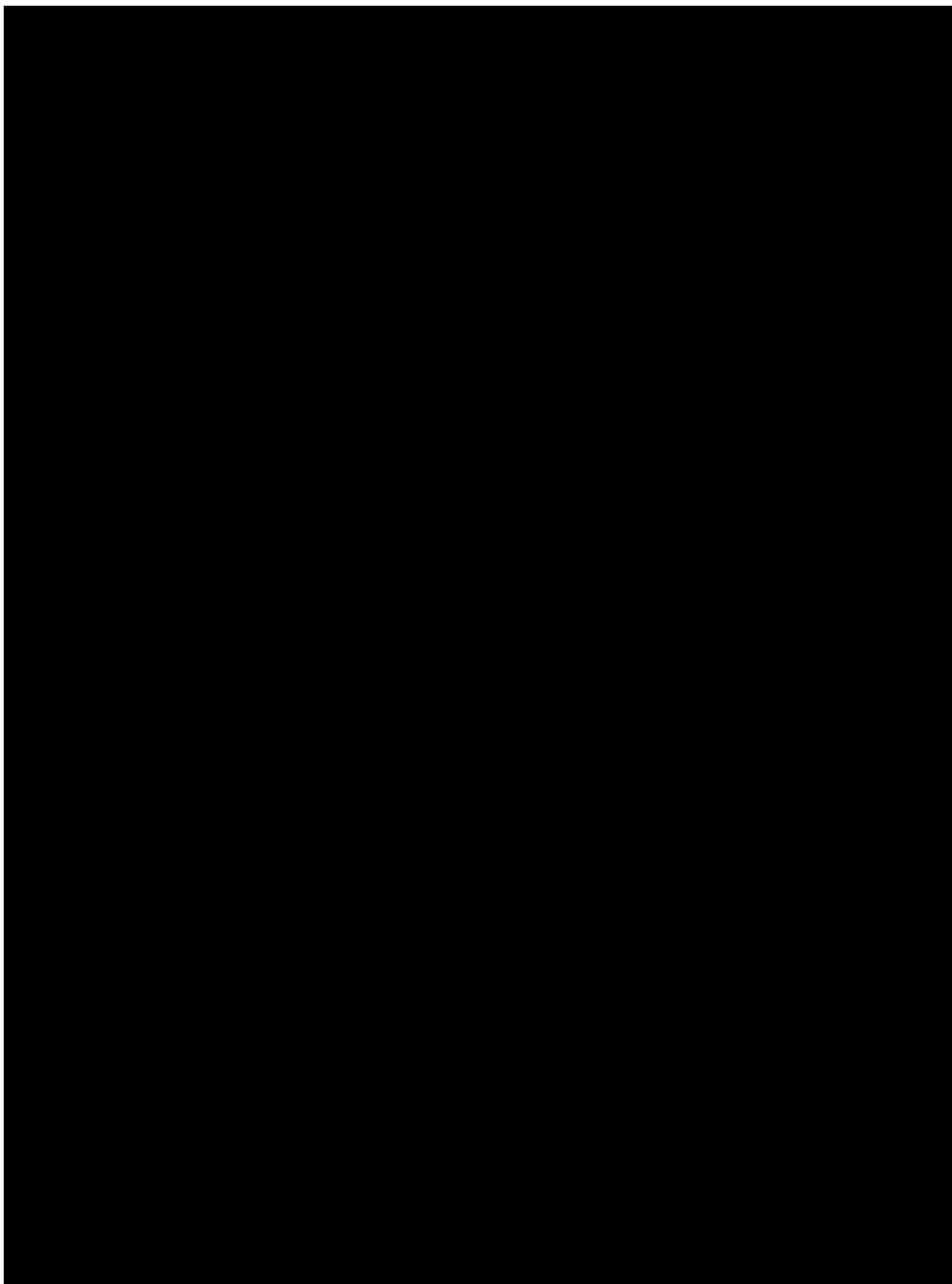


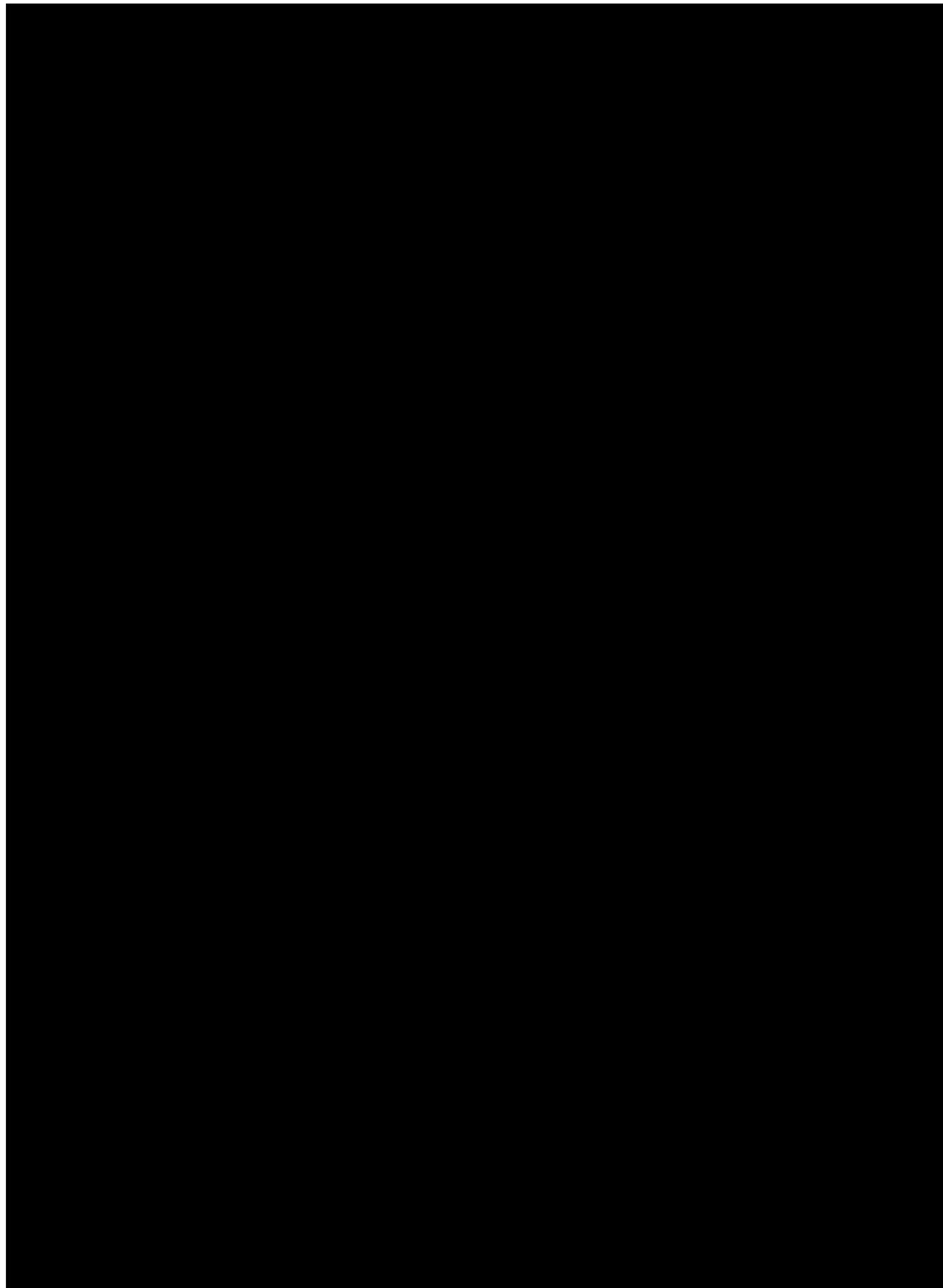


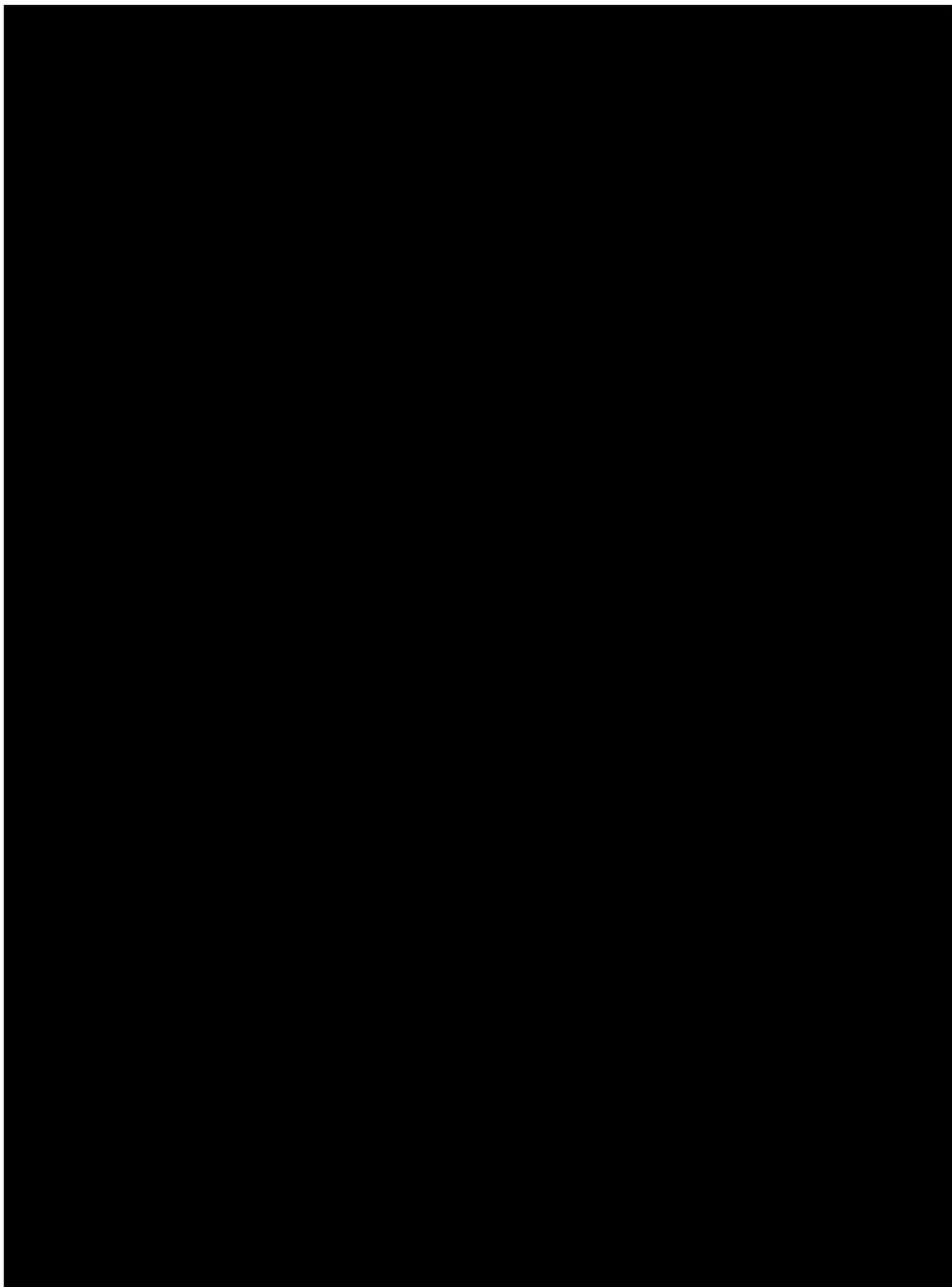


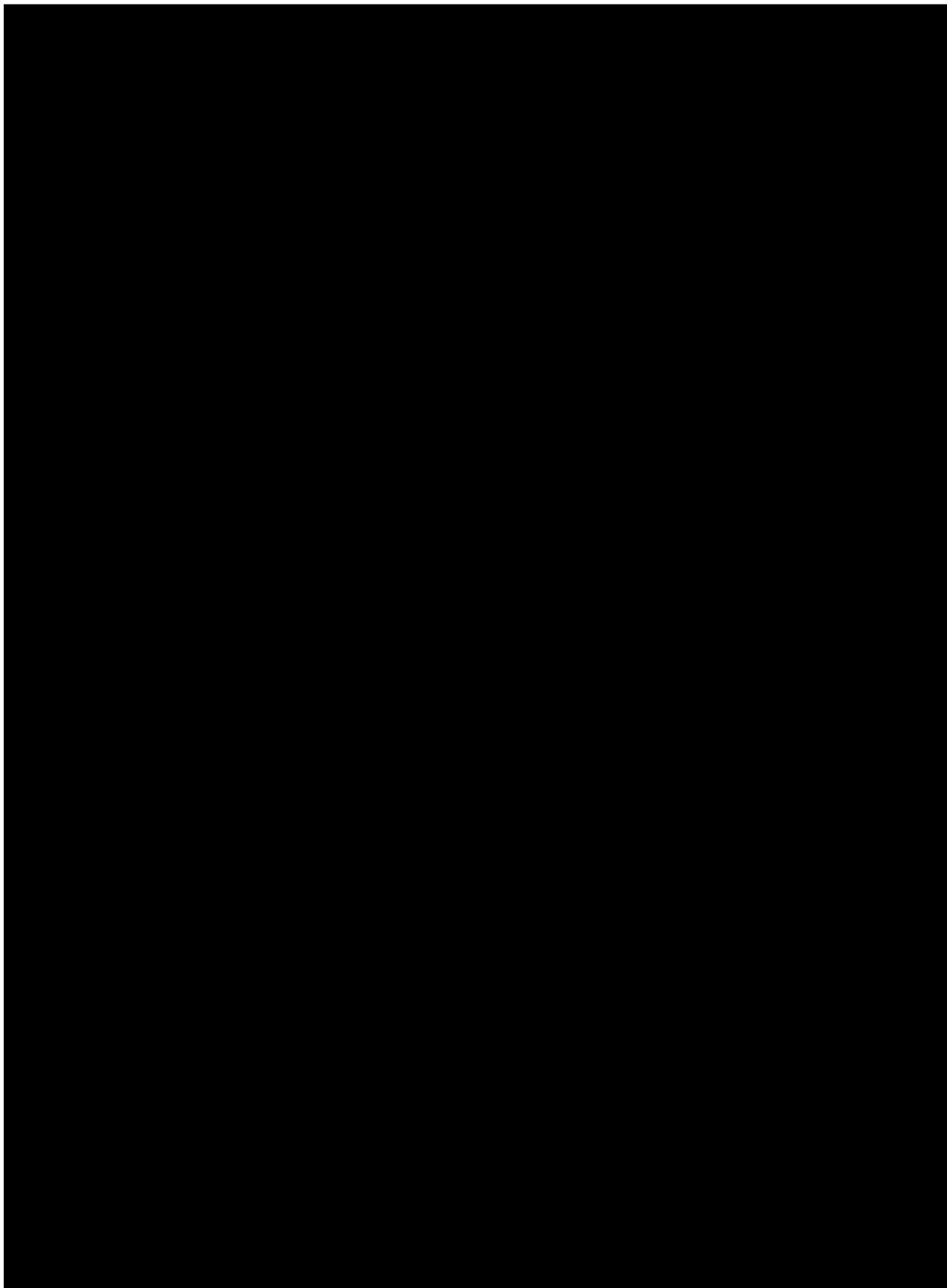


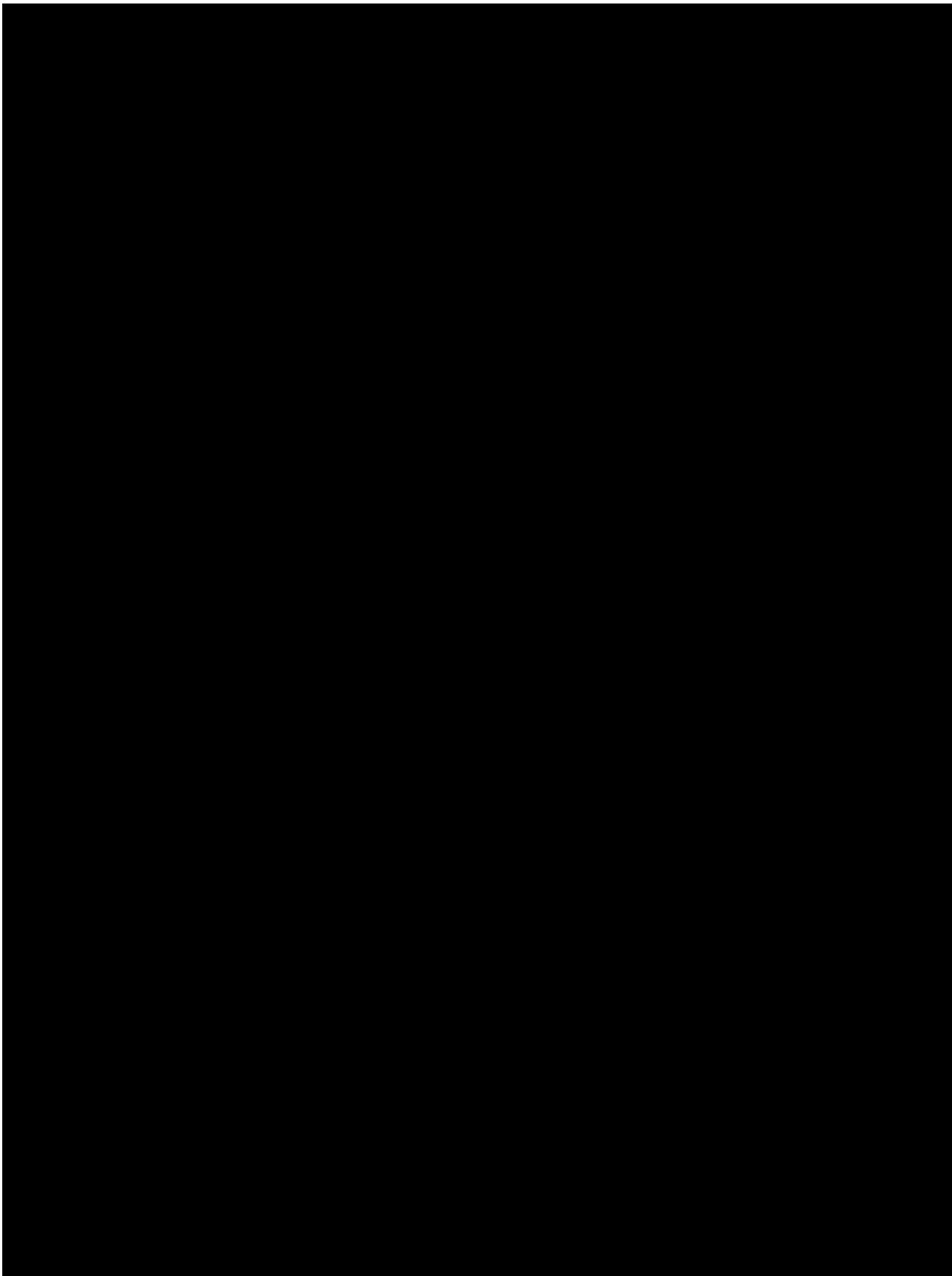


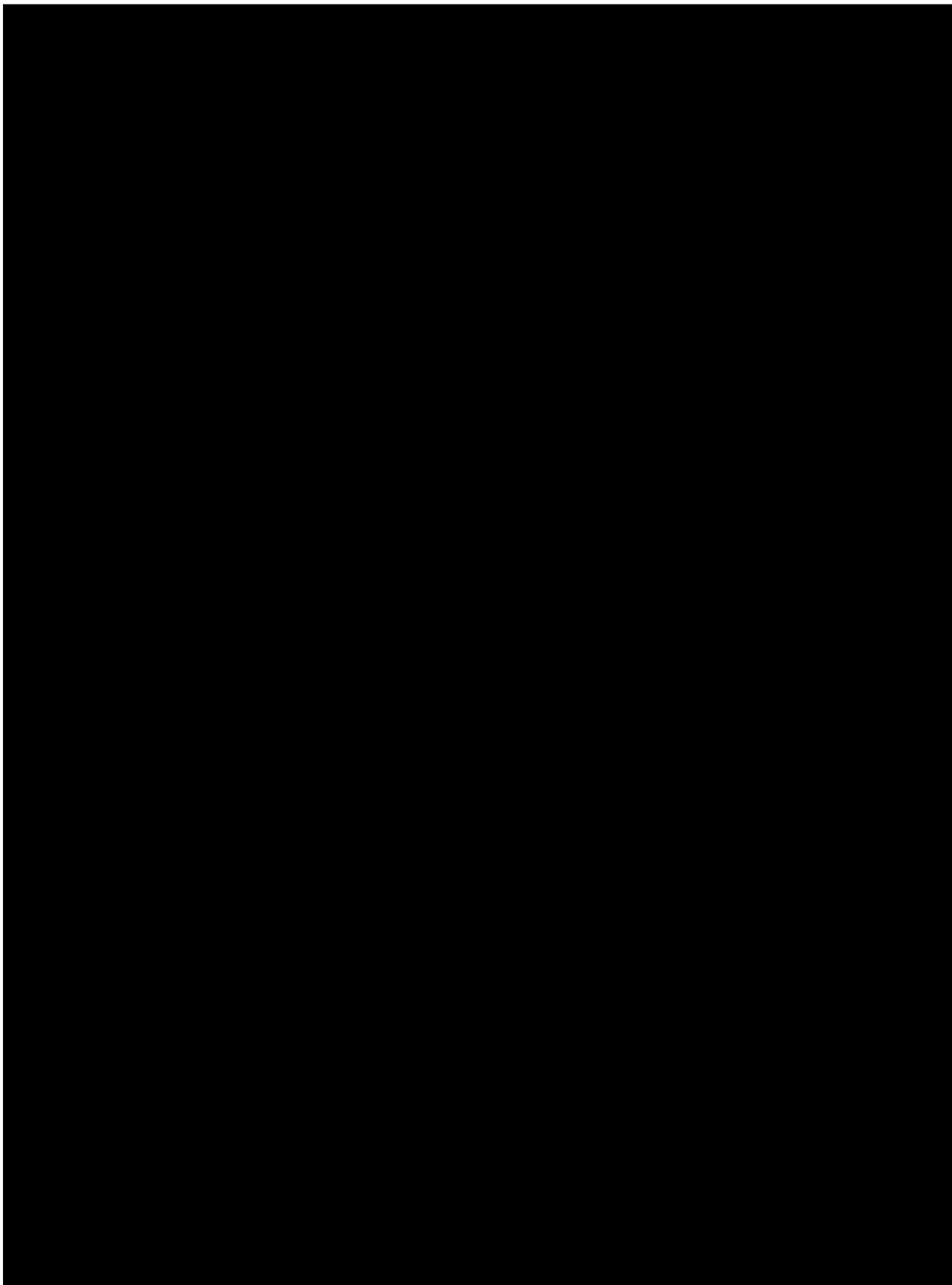


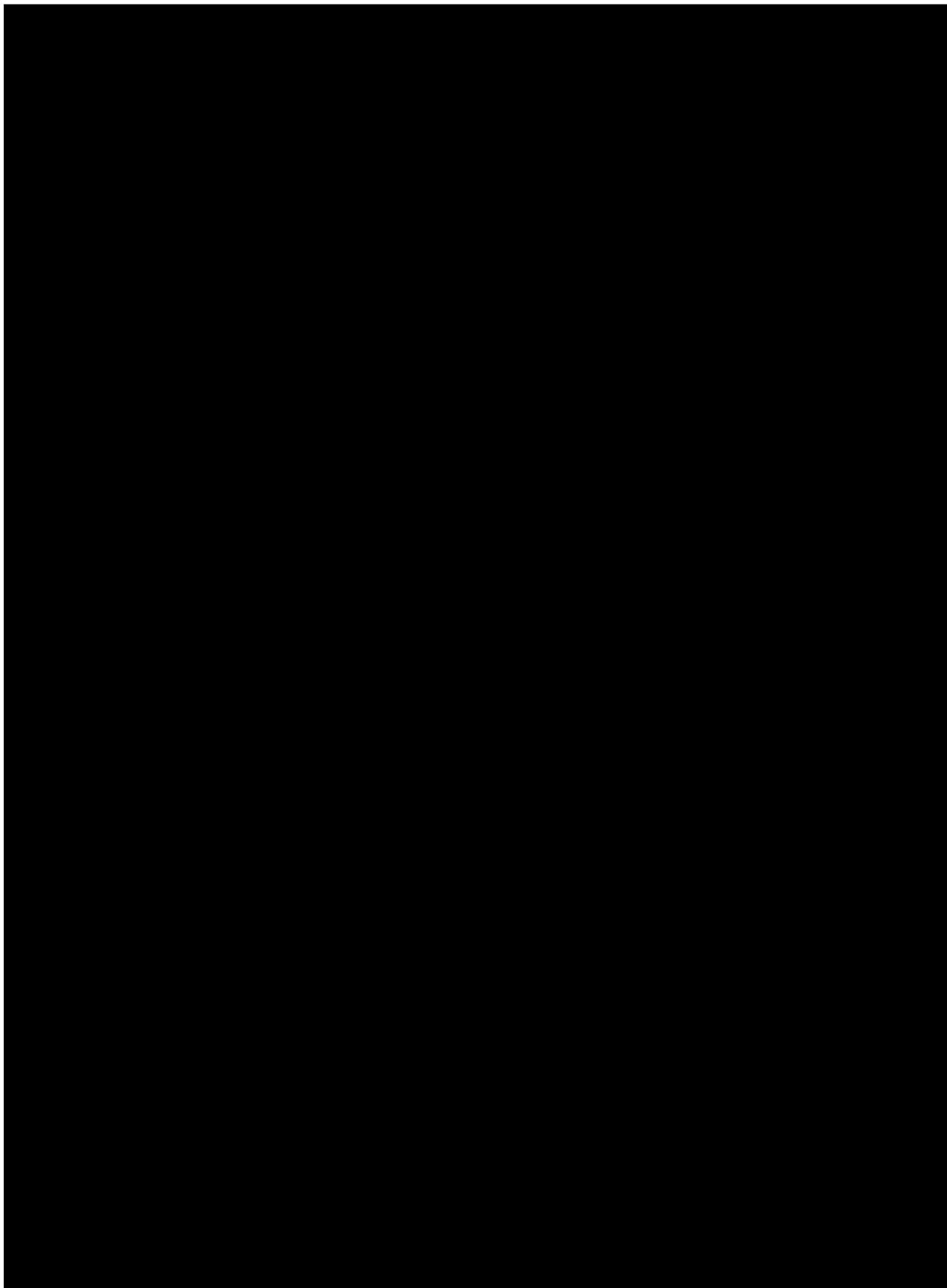


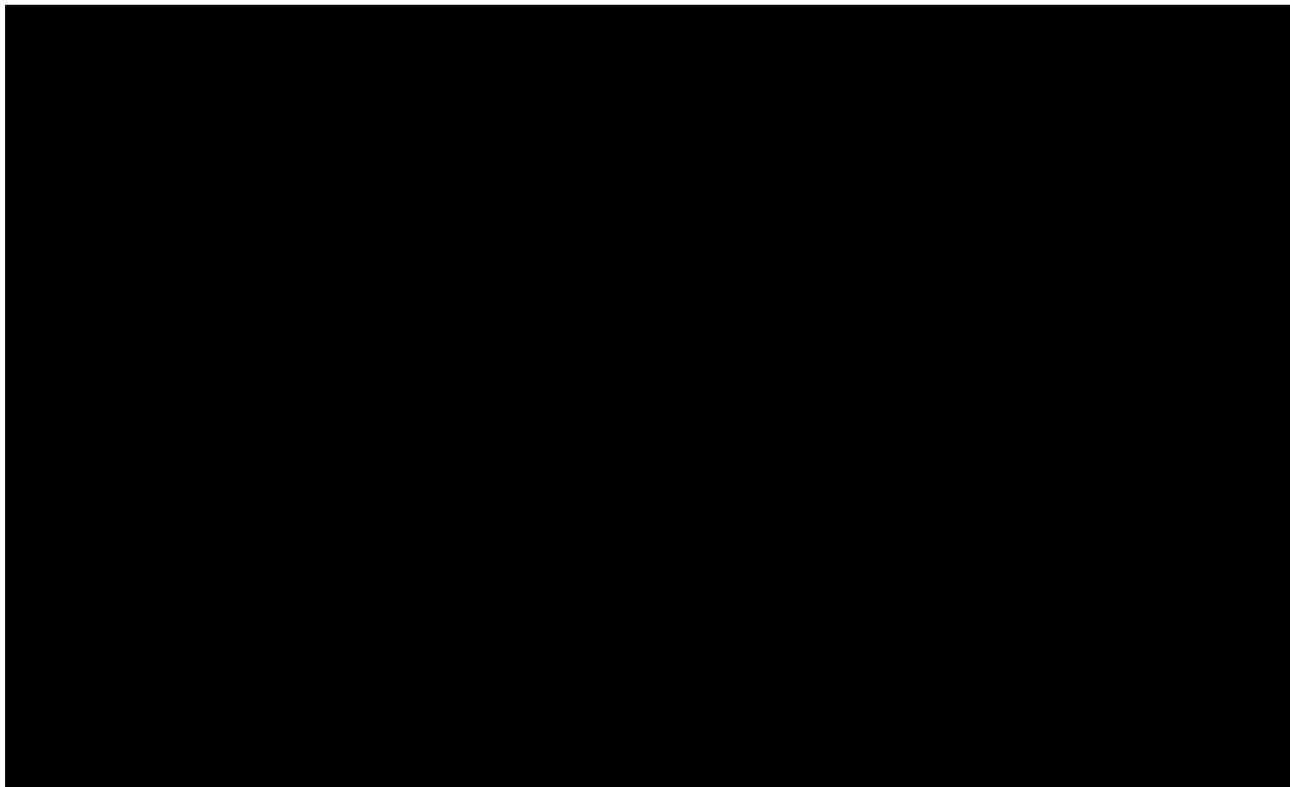










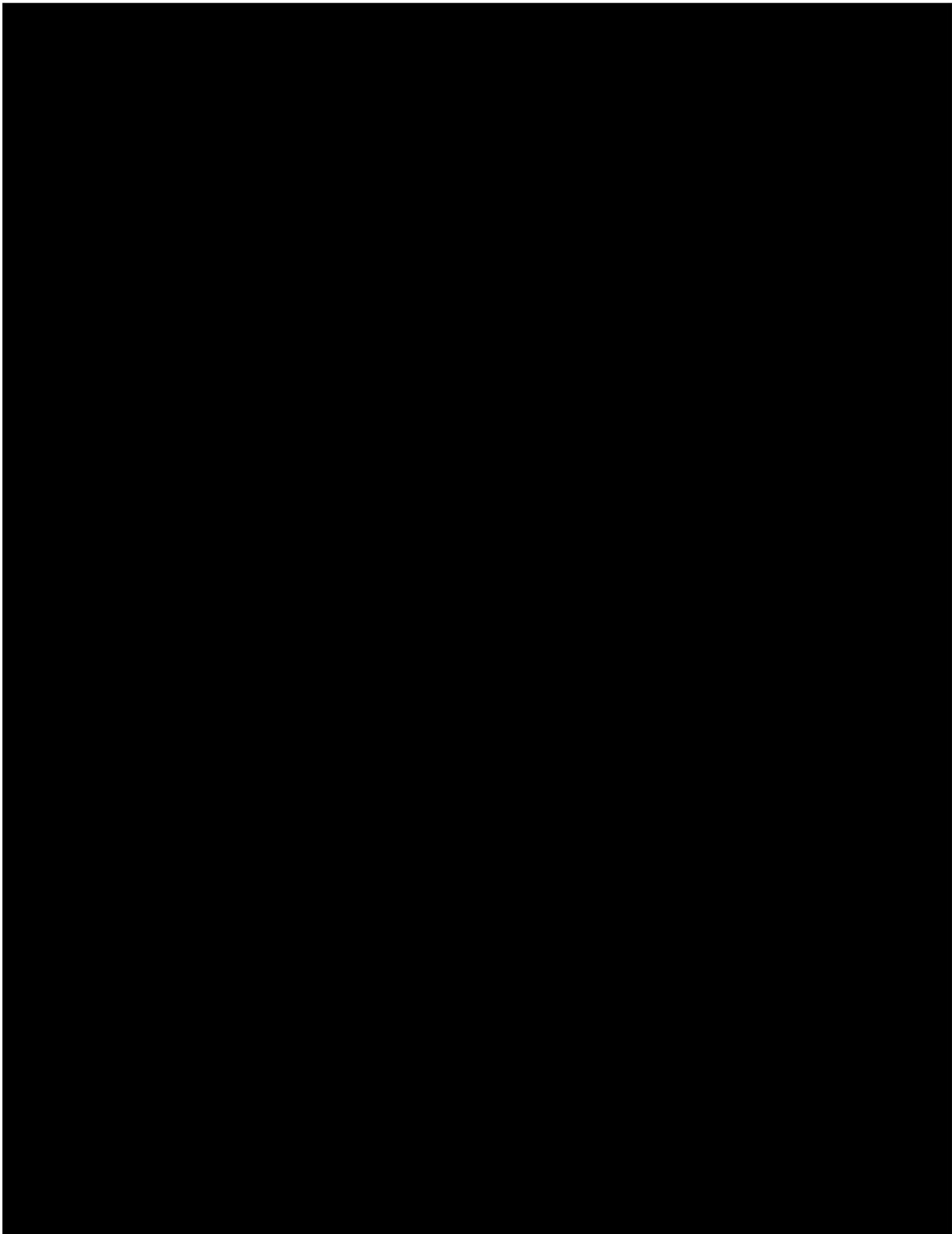


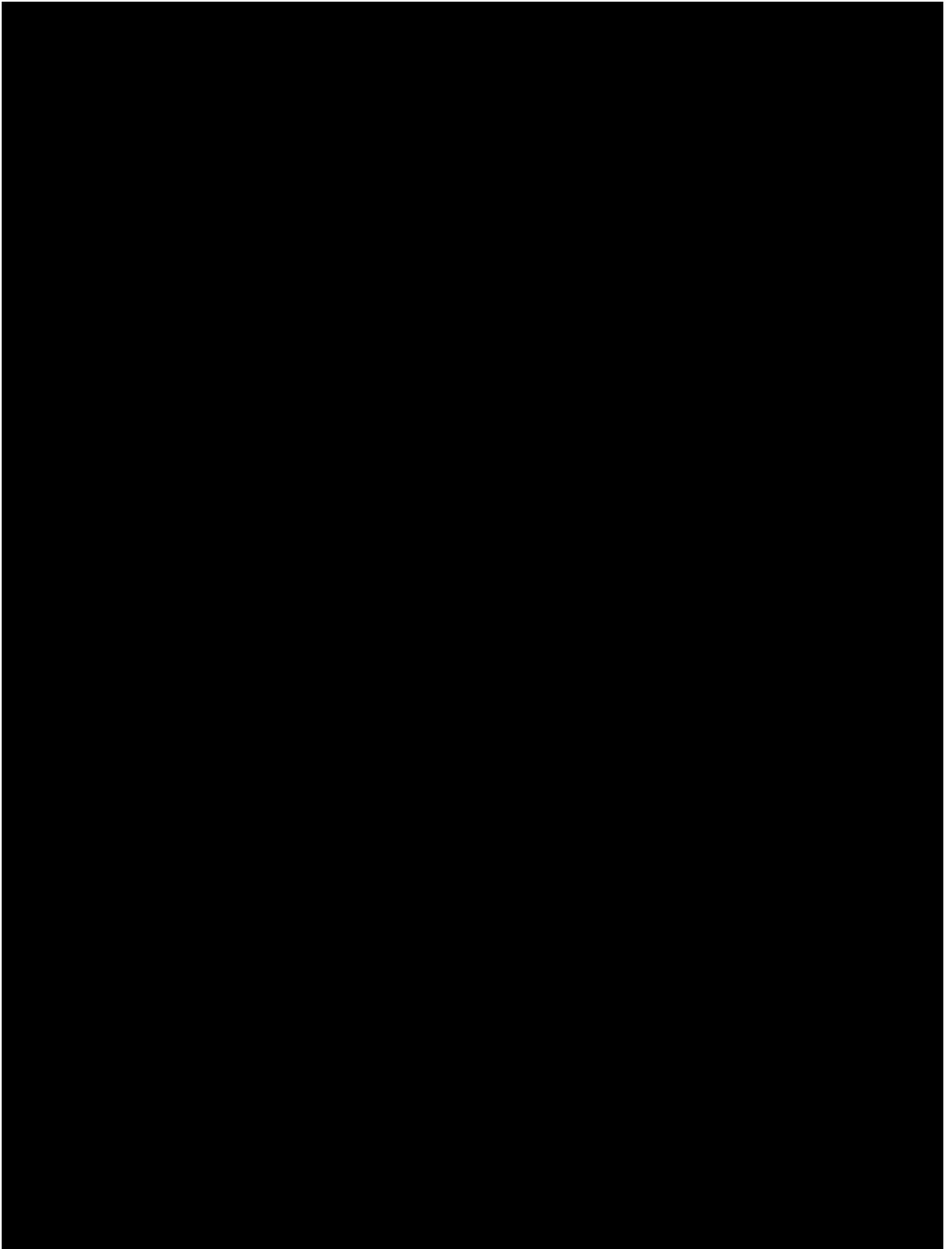
**Protected Business Confidential Information Ends**

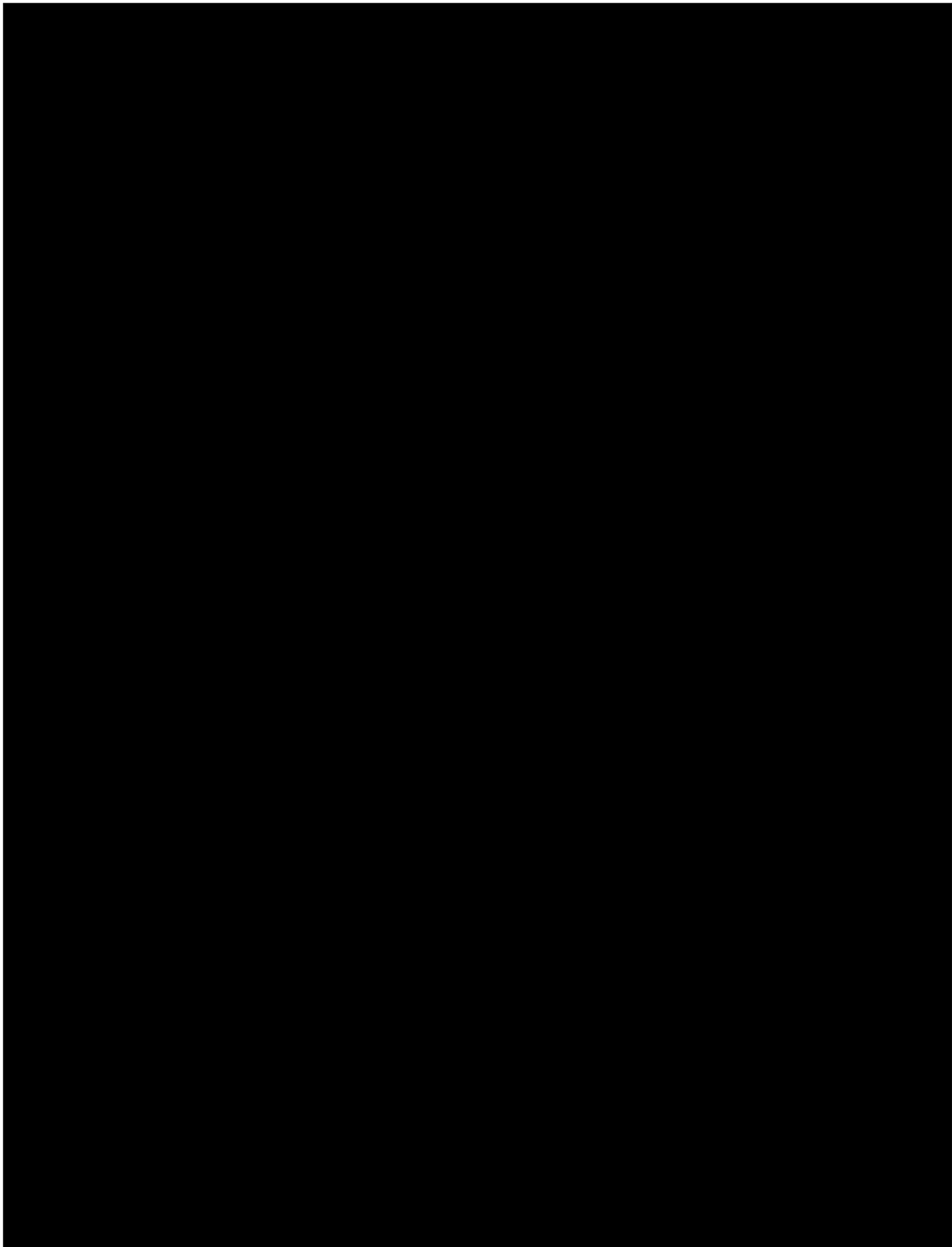
## Project Plan

This appears below.

**Protected Business Confidential Information Begins**







**Protected Business Confidential Information Ends**