



REQUESTS FOR FORMAL PROPOSALS

**10323527 NEW Payroll/HRIS/LMS Software Solution
Issued: March 15, 2024**

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REQUEST FOR PROPOSALS TO PROVIDE CONSULTANT AND TECHNICAL SERVICES

INTRODUCTION

Tucson Airport Authority

The Tucson Airport Authority (TAA) is a non-profit corporation and Arizona airport authority, which operates and manages the Tucson International Airport (TIA) and its general aviation reliever airport, Ryan Airfield (RYN) pursuant to a long-term lease with the City of Tucson. The Authority is comprised of up to **60** members residing within the service area of TUS and RYN who are community leaders and volunteers. A Board of Directors comprised of no less than 7 and up to 11 members is elected by the membership to oversee policy decisions.

A staff of approximately **250 full-time employees, organized into 25 departments** handles daily operations under the direction of the President / CEO.

Additional information about TAA may be found on TAA's website: <http://www.flytucson.com>.

Equal Opportunity

It is the policy of TAA to ensure that Disadvantaged Business Enterprise companies (DBEs) have a fair and equal opportunity to participate in TAA's contracts. Specifically, it is the goal of TAA to ensure that, to the extent reasonably possible and consistent with other legal requirements that: (a) DBEs are not discriminated against in the award and administration of TAA's contracts; (b) a level playing field is created on which DBEs can compete fairly for TAA's contracts; and (c) any barriers to the participation of DBEs in TAA's contracts are removed.

SECTION I – TERM OF AGREEMENT

The objective of this selection process is to enter into a consulting and technical services agreement with a company until the project is complete and implemented.

SECTION II – SCOPE OF SERVICES

TAA invites prospective vendors to submit a proposal for a Payroll/HRIS/LMS Software Solution (Solution). TAA is seeking a single sourced Solution to integrate an efficient, comprehensive payroll/HRIS/LMS system to centralize data, reduce redundant and manual processing, and lower administrative costs. The Solution should demonstrate a user-friendly interface for both employees and administrators.

Solution components should include payroll and time/attendance tracking capabilities that support the unique needs of a 24/7 operation; the ability for employees to self-serve; an applicant tracking system; position seating management; on-boarding/off-boarding processes; performance management; benefits administration; storage of employee employment files; a learning management system that provides safety/OSHA courses and other learning content that is current with industry standards; and other organizational tools. For detailed requirements on the above-mentioned components, vendors should refer to the *TAA RFP Requirements* table. The solution should meet IT safety and security requirements. TAA will not consider third party systems.

TAA's preferred vendor will:

- Comply with TAA's requirements as provided in the above-mentioned table;
- Provide best practices in Payroll/HRIS/LMS implementation and integration into business processes;
- Serve as TAA's "specialist" and provide relevant technical and legal updates;
- Enable TAA's People Operations team (HR) to completely own and achieve automation and self-service more rapidly than possible with the current processes;
- Provide a business process review with recommended areas of improvement;
- Provide an implementation team that is experienced and will assist TAA's People Operations team with an orderly transition and training; and
- Provide ongoing, reliable customer service; preferably with an assigned team.

SECTION III – PROPOSAL REQUIREMENTS

Your company is invited to present a written proposal.

One (1) original and five (5) copies of your company's written proposal must be submitted to TAA and received by 2:00 p.m. Arizona time on April 2, 2024, by email, mail, courier, or personal delivery. Proposals received after that time will not be accepted.

TAA assumes no obligation for any costs incurred by any party in preparing the Proposal, or any other activity prior to award of the contract to the chosen Provider.

Delivered or hand-carried submittals should be taken directly to the reception desk of the TAA Administration Office, Tucson International Airport, Third Level, 7250 S. Tucson Boulevard, Suite 300, Tucson, Arizona, 85756. Address the submittal to at the address listed below:

Debbie Cruz
Procurement Administrator
Tucson Airport Authority
7250 S. Tucson Boulevard, Suite 300
Tucson, AZ 85756

The envelope or package containing the proposal must be clearly marked 10323527 New Payroll/HRIS/LMS Software Solution. TAA is not responsible for the pre-opening, post-opening, or failure to open any proposal that is not addressed in precise accordance with these instructions.

SECTION IV - CONTENT OF PROPOSAL

The following outline is required for all proposals:

1. Transmittal Letter

Include the name, title, telephone number, and email address of the principal contact for communication regarding the proposal.

2. Table of Contents

3. Qualifications & Experience

A. Company

Provide concise information on your company, including:

- Any unique features or qualifications of your company that would be of benefit to TAA.
- Information on office(s) that would provide services.
- Experience providing technical services for a Payroll/HRIS/LMS solution.

TAA does not require and prefers not to receive extensive client lists or other marketing material not specifically relevant to your company's capabilities for providing services to TAA.

B. Implementation Team & Project Approach

Identify the Project Manager and other individuals who would provide support to this account and describe their pertinent experience. Describe their experience with accounts similar to TAA and provide complete details on the functions to be performed by these individuals. The Project Manager must be able to describe their detailed implementation and post-implementation approach. Include your project plan and describe the customer service expectations provided in each phase.

C. References

Include in your proposal three (3) references that are reflective of your experience serving organizations of a size and scope similar to TAA. Include principal contact names, titles, addresses, telephone numbers, and email addresses of at least four (4) present or former clients, other than TAA, limited to the past **5 years**.

D. TAA Requirements

Refer to the *TAA RFP Requirements* table. Please indicate if your Solution complies or does not comply with each TAA requirement by adding an "X" in the appropriate field under the Comply or Does Not Comply column. Please make sure for each Comply/Does Not Comply response, you include a comment in the notes section that validates your response.

E. Dollar Cost Bid

Provide detailed cost breakdowns of the components of the total all-inclusive price for years 1, 2, and 3. Total all-inclusive prices should contain all direct and indirect costs, including implementation costs, maintenance costs, and annual costs.

5. Certification

Legal name of the Company and form of organization, and name, title and signature of the person signing the proposal, and certification that:

- The Company will not delegate or subcontract its responsibilities under an agreement without the express prior written consent of Tucson Airport Authority.
- All information provided by the Company in connection with the proposal is true and accurate.

- The person signing is authorized to represent the Company in submitting the proposal and is authorized to sign an agreement with TAA.

SECTION V – OVERVIEW OF SELECTION PROCESS

Proposals which meet mandatory requirements of independence, properly licensed to practice in Arizona, and providing proof of liability insurance will be evaluated and ranked by a Selection Committee to create a short list based on the selection criteria provided above, including adherence to the proposal instructions in the RFP and dollar cost bid. The Selection Committee will rank each proposal based upon the selection criteria outlined below.

The Selection Committee will make a recommendation of the highest ranked Company to _____. Notification of the selected Company will be by letter/email or other means by which written confirmation of notification may be obtained.

TAA will then negotiate a contract with the selected Company. The object of such negotiation is to reach an agreement on a consulting and technical services agreement containing terms that are believed to be fair and reasonable to TAA. If such an agreement cannot be reached with the highest ranked company, the negotiation may be terminated with the first ranked company and similar negotiations will begin with the next qualified company. Such negotiations will continue until an agreement is reached or TAA determines to cancel the process.

TAA may cancel the RFP or reject in whole or in part any or all proposals as specified in the solicitation, if it is in the best interest of TAA.

Selection Criteria.

The selection criteria to be used by the Selection Committee to select and rank the Proposals on the final list are set forth in the following table:

Selection Criteria	Relative Weight of Selection Criteria (Total = 100 points)
Company Qualifications & Experience	15
Implementation Team & Project Approach	15
TAA Requirements	50
Dollar Cost Bid	20

SECTION VI – GENERAL INFORMATION

This is a Request for Proposals. No contract is formed between TAA and any proposer by the submittal of a response to this RFP.

Instructions

TAA shall not be held responsible for any oral instructions. Any changes to this RFP will be in the form of an addendum, which will be furnished for all Proposers.

No Obligation

This RFP does not obligate TAA to award the contract to any Company nor to pay any cost incurred in the proposal process or in the preparation of proposals submitted in response to the RFP. Expenses incurred by the Proposer will be solely the responsibility of the Proposer. TAA reserves the right to reject any and all proposals or to accept any company which is deemed to be advantageous to the public and TAA. TAA further reserves the right to waive any informality in the responses to this RFP.

No Contact

No representative, agent or consultant of the company may contact any member of the staff or Selection Committee, any member or director of TAA or any other agent or consultant of TAA, either directly or indirectly, except as follows: questions related to the RFP or proposal process may be directed in writing to Kathy Myers, Director of Procurement via e-mail at kmyers@flytucson.com. Any communications, or attempted communications, with any person other than designated above shall, in the sole discretion of TAA, be grounds for disqualification of the Company.

TAA Right to Investigate

By submission of a proposal, the Company acknowledges that representatives of TAA have the right to make any inquiry or investigation deemed appropriate to substantiate or supplement information contained in the proposal and the Company must authorize in writing the release to TAA of any and all information sought in such inquiry or investigation.

Confidentiality

Until an award and execution of a contract by TAA, only the name of each company on the short list may be made available to the public. All other information received by TAA in response to the RFP or contained in the proposals shall be confidential in order to avoid disclosure of contents that may be prejudicial to competing companies during the selection process. The proposals shall be open to public inspection after the contract is awarded and

TAA has executed the contract. To the extent the company designates, and TAA concurs, every effort will be made to ensure trade secrets and other proprietary data contained in the company's proposal will be kept confidential.

Non-Disclosure Agreement

The selected company may be asked to execute a Non-Disclosure Agreement that requires it to maintain the confidentiality of information provided by TAA as part of the contract.

EXHIBIT A TO REQUEST FOR PROPOSALS
SAMPLE CONSULTANT AND TECHNICAL SERVICES AGREEMENT

**CONSULTANT AND TECHNICAL SERVICES AGREEMENT
BETWEEN
THE TUCSON AIRPORT AUTHORITY
AND**

10323527 NEW PAYROLL SYSTEM

THIS CONSULTANT AND TECHNICAL SERVICES AGREEMENT ("AGREEMENT"), is entered into as of this ____ day of _____, 2024, by and between Tucson Airport Authority ("TAA") the "Owner", and _____ ("Consultant"), for the purpose of providing the following services for TAA Project - 10323527 New Payroll System (the "Project").

NOW THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant. TAA hereby agrees to engage Consultant and Consultant hereby agrees to perform the professional services necessary to accomplish the Project.
2. Services.
 - 2.1. Scope of Services.
 - 2.1.1. Subject to any specific modifications, additions or deletions agreed to by TAA and Consultant in writing, Consultant shall do, perform, and carry out the Services as set forth in Attachment A - Scope of Services.
 - 2.1.2. Consultant shall not proceed with the work tasks until such time as this Agreement is executed and TAA provides written authorization to proceed.
 - 2.1.3. No changes in the scope of work or amendments to the Agreement shall be made without prior written approval of TAA.
 - 2.2. Standard of Care. Consultant agrees to provide all services under this Agreement in a satisfactory and proper manner consistent with the usual and customary standard of professional care for like projects in the area in which the Project is located.

Consultant does not guarantee or issue any form of written or oral assurance as to the outcome of applications, or submissions of technical work prepared by the Consultant to regulatory agencies having jurisdiction.
 - 2.3. Applicable Laws. Consultant shall conduct and execute the Project in compliance with all applicable local, Arizona and Federal laws, rules and regulations. Work prepared or performed by Consultant shall be carried out according to ordinances and regulations of regulatory agencies having jurisdiction, however, interpretation of ordinances and regulations is solely at the discretion of the regulatory agency.

3. Data to be Furnished to Consultant. All information, data, reports, and records, available, and in TAA's custody, and necessary for the carrying out of the work shall be furnished to Consultant without charge by TAA, and TAA shall cooperate with Consultant in every reasonable way during all phases of the Project.
4. Representations and Warranties.
 - 4.1. Organization and Qualification. Consultant represents and warrants that it is an entity duly organized, validly existing and in good standing under the laws of the State of its organization, has the lawful power to engage in the business it presently conducts and contemplates conducting, and is duly licensed and qualified in Arizona for performance of the Services contemplated by this Agreement.
 - 4.2. No Conflict. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.
5. Compensation and Payment.
 - 5.1. Compensation. TAA agrees to pay Consultant a fixed sum of \$ _____ for the **services described herein**. This amount will constitute complete compensation, including out-of-pocket expenses incurred in rendering these services. Attachment B - Fee Schedule, provides a complete project cost and outlines Consultant's fees.
 - 5.2. Method of Payment. Consultant shall submit monthly billings and such supporting documents as may reasonably be required by TAA for work completed to date. Monthly billing shall be broken down by project task. TAA shall, within thirty (30) days after receipt of a submitted and approved bill, make payment.
 - 5.3. Withholding. TAA may withhold payment of all or part of a fee application to Consultant for any of the following reasons: (a) unsatisfactory progress of the services; (b) fees requested which are not yet due; (c) incomplete supporting documentation; (d) compensation for services that are the subject of a dispute between TAA and Consultant; (e) Consultant's failure to comply with the terms of this Agreement; or (f) for any other reason permitted by law. If TAA withholds payment of all or part of an invoice, TAA will promptly provide written notice to Consultant of the reasons for withholding payment and of the amount withheld. Any amount withheld by TAA will be reasonably related to the costs of correcting the deficiency set forth in the written notice.
 - 5.4. Accounting Records. Records of all costs for the Project, including expenses pertaining to Services on the Project, all compensation under this section, and changes in Services will be maintained by Consultant on the basis of generally accepted accounting principles and will be consistently applied.

6. Ownership of Documents. Any plans, drawings, specifications, reports, renderings, final models, and other documents, including, but not limited to, all computer data or files, electronic media or other tangible forms in which information is stored, to be prepared and furnished by Consultant pursuant to this Agreement shall be the property of TAA. Consultant will not release, reuse, alter or modify them without consultation and prior written approval of TAA.
7. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless TAA and its directors, officers, agents and employees from and against all liability, claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from or in connection with the performance of the work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of Consultant, its employees, agents, or any person for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
8. Termination and Suspension of Work.
 - 8.1. Termination for Cause. Consultant and TAA acknowledge and agree that the following will constitute an event of default and that the occurrence of one or more of such events of default will constitute a material breach of this Agreement that will allow the other party to terminate this Agreement for cause in accordance with this Section:
 - 8.1.1. the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a party under any section or chapter of the United States Bankruptcy Code or under any similar laws or statutes of the United States or any state thereof if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted;
 - 8.1.2. the insolvency or making of an assignment for the benefit of creditors or the written admission by a party of the inability to meet its debts as they mature;
 - 8.1.3. the failure to maintain insurance coverage as specified in this Agreement;
 - 8.1.4. a material breach of any representation by Consultant under the Agreement; or
 - 8.1.5. a material breach of any of the provisions of the Agreement.

Should a party consider the other in default of the Agreement for any reason identified in this Section, the nondefaulting party shall give written notice to the defaulting party specifically identifying the reasons for considering the other in default and identifying the nondefaulting party's intention to terminate the Agreement for cause. The allegedly defaulting party shall have seven (7) calendar days from the receipt of the written notice to correct or remedy the reasons for default or otherwise respond to the written notice. If the

reasons for the event of default are not remedied within the seven (7) calendar day period, the nondefaulting party may issue a final written notice of termination.

- 8.2. Termination for Convenience. TAA may, at any time, terminate the Agreement for TAA's convenience and without cause. In the event TAA elects to terminate this Agreement for convenience, TAA shall give written notice to Consultant specifically stating that TAA has terminated this Agreement for convenience.

If the termination is for the convenience of TAA, TAA shall pay to Consultant the compensation properly due for those services properly performed on the Project prior to the termination date as provided hereunder. In the event of a termination for convenience, TAA shall have no further liability for compensation, expenses, or fees to Consultant except as set forth in the preceding sentence.

Consultant shall insert in each of its contracts with subconsultants the terms contained in this section and require that such terms be included in any lower tier subconsultants relating to the services. Consultant, and not TAA, shall be responsible for any and all damages to subconsultants resulting from termination of the services by convenience.

- 8.3. Actions Upon Termination. Following the issuance of any written notice of termination, whether it is for cause or for convenience, Consultant shall: (a) cease performance of the Services as directed by TAA; (b) take all necessary actions, including those that TAA may direct for the protection and preservation of any Services or any work being performed by Consultant; and (c) except for those Services directed to be performed in the termination notice, terminate all existing contracts with subconsultants and enter into no further contracts for the Project

- 8.4. Temporary Suspension of Work. TAA may suspend the Services at any time for the convenience of TAA. Upon written notice of suspension, Consultant shall immediately cease all Services and not incur any further costs or expenses except as expressly permitted by TAA in writing. If the Project is suspended for more than one hundred eighty (180) calendar days through no fault of Consultant, Consultant shall be paid for all Services with the written notice of suspension being treated as a written notice of termination for convenience. Otherwise, Consultant shall recommence performing the Services upon written notice from the TAA and this Agreement shall remain in full force and effect.

9. Disadvantaged Business Enterprises.

- 9.1. TAA DBE Program. It is the policy of TAA to ensure that Disadvantaged Business Enterprise firms ("DBEs") have a fair and equal opportunity to participate in TAA's contracts. Specifically, it is the goal of TAA to ensure that, to the extent reasonably possible and consistent with other legal requirements that: (a) DBEs are not discriminated against in the award and administration of TAA's contracts; (b) a level playing field is created on which DBEs can compete fairly for TAA's contracts; and (c) any barriers to the

participation of DBEs in TAA's contracts are removed. If a proposer or subconsultant of the proposer are certified as DBE, the work performed by both shall be counted towards meeting the aspirational goal. Any work performed by a non-DBE proposer or subconsultant shall not. TAA has set an aspirational 7% (7% of the dollar value of the contract) DBE participation goal for this contract. The firm must make a "good faith effort" to meet the stated aspirational participation goal. The firm should consult Appendix A of the DBE Regulations for guidance on what constitutes "good faith efforts." **As a matter of responsibility, firms must complete and submit the "Statement of Proposed DBE Utilization" in the form provided, with its submittal, including evidence of good faith effort related to TAA's goal if the 7% aspirational goal is not met in part or in full.** Firms and firms' subcontractor/subconsultant who are submitting as DBEs must be certified DBEs in Arizona in good standing prior to the date submittals are due. TAA recognizes current DBE certifications by the ADOT, City of Phoenix, and City of Tucson. For information regarding DBE firms recognized by TAA, or if you have any questions about TAA's DBE Program, please contact Bert Resimont, TAA DBE Liaison Officer, at 520-573-8100.

10. Miscellaneous.

- 10.1. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of Arizona and jurisdiction of litigation arising from the Agreement shall be in the State of Arizona. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.
- 10.2. Independent Contractor. Consultant will, at all times, be an independent contractor with regard to performance of the services. Except to the extent expressly permitted by this Agreement, Consultant will not represent that it is, or hold itself out as, an agent or representative of TAA. Consultant will not be authorized to enter into any contract or commitment, change order or other document, to authorize any payment, or to accept or approve any document, work, services, goods or materials for, in the name of, or on behalf of TAA, except as expressly authorized by this Agreement.
- 10.3. Severability. In the event that any specific article, section or term of the Agreement or the Consultant is held to be invalid, unlawful or unenforceable, the applicable article, section or term shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.
- 10.4. No Waiver. The failure of TAA to insist upon strict performance of any of the provisions of the Agreement, or to exercise any rights or remedies provided by the Agreement, or TAA's delay in the exercise of any right or remedies does not release Consultant from any of its responsibilities or obligations imposed by applicable laws or the agreement. Any waiver by TAA of any rights, duties, or obligations under this Agreement is only effective if it is in writing and it expressly states that it is a waiver of such right, duty, or obligation.

A waiver or release on the part of TAA of any breach of any part of the Agreement shall not be held to be a waiver or release of any other or subsequent breach.

10.5. Successors and Assigns. Consultant and TAA each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither TAA nor Consultant will assign, sublet or transfer his interest in this Agreement without the written consent of the owner. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than TAA and Consultant.

10.6. No Assignment. Consultant shall not assign this Agreement without the express written consent of TAA. Should Consultant seek to assign the Agreement, said assignment shall be presented for the consideration and approval of TAA, Consultant shall provide any information reasonably requested by TAA regarding the potential assignment, and any potential assignment shall be completed only upon the written approval by TAA.

10.7. Attachments. The following Attachments are attached hereto and made a part of this Agreement:

ATTACHMENT A - SCOPE OF SERVICES

ATTACHMENT B - FEE SCHEDULE

ATTACHMENT C - DBE UTILIZATION FORM

ATTACHMENT D - INSURANCE

ATTACHMENT E – CIVIL RIGHTS

ATTACHMENT F – INFORMATION SECURITY REQUIREMENTS

10.8. Integration. This Agreement (consisting of pages 1 to 8, inclusive), together with the Attachments identified above, constitute the entire Agreement between TAA and Consultant, and supersede all prior written or oral understandings. The Agreement and said Attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties. The parties will not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in the Agreement. Any additional or different terms included by Consultant in its acceptance of the Agreement or changes to the Agreement which are not expressly agreed to in writing by TAA will not become part of the Agreement. Each party acknowledges that it has had an opportunity to review this Agreement with counsel and this document shall not be construed against any party that is determined to have been the drafter of the document.

DRAFT

TAA:

CONSULTANT:

TUCSON AIRPORT AUTHORITY

By: _____

By: _____

Name: Anthony Casella

Name: _____

Title: Vice President / CIO

Title: _____

Date: _____

Date: _____

DRAFT

**ATTACHMENT A
TO
CONSULTANT AND TECHNICAL SERVICES AGREEMENT
BETWEEN
THE TUCSON AIRPORT AUTHORITY
AND**



SCOPE OF SERVICES

DRAFT

**ATTACHMENT B
TO
CONSULTANT AND TECHNICAL SERVICES AGREEMENT
BETWEEN
THE TUCSON AIRPORT AUTHORITY
AND**

FEE SCHEDULE

DRAFT

**ATTACHMENT C
TO
CONSULTANT AND TECHNICAL SERVICES AGREEMENT
BETWEEN
THE TUCSON AIRPORT AUTHORITY
AND**

STATEMENT OF PROPOSED DBE UTILIZATION FORM

STATEMENT OF PROPOSED DBE UTILIZATION

****Note: This form must be filled out completely****

PROJECT NO. & NAME:		10323527 NEW Payroll/HRIS/LMS Software Solution			
COMPANY NAME	CONTACT PERSON	PHONE NO.	TRADE/MATERIALS	DOLLAR AMOUNT	% OF AGREEMENT AMOUNT
				\$ -	%
				\$ -	%
				\$ -	%
				\$ -	%
				\$ -	%
				\$ -	%
				\$ -	%
				\$ -	%
TOTAL AGREEMENT AMOUNT	\$ -		TOTAL DBE UTILIZATION DOLLAR & PERCENT AMT	\$ -	%

I hereby certify by signing below that the foregoing DBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed DBE utilization. **Only certified Disadvantaged Business Enterprises currently certified by Arizona Department of Transportation, City of Phoenix, and City of Tucson are eligible to be counted towards DBE utilization on this project.**

FIRM NAME:	
PRINTED NAME & TITLE:	
SIGNATURE:	DATE:

**ATTACHMENT D
TO
CONSULTANT AND TECHNICAL SERVICES AGREEMENT
BETWEEN
THE TUCSON AIRPORT AUTHORITY
AND**

INSURANCE

1.1 GENERAL. Effective the date of this Agreement and prior to the performance of any Services, Consultant shall continuously maintain the insurance coverages specified in this Agreement. Such insurance shall be maintained for the entire period of the Agreement and for any other additional period set forth herein. Insurance is to be placed by Design Professionals / Consultants with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A.VII, unless otherwise acceptable to TAA and approved in writing by TAA. Consultant shall purchase and maintain liability insurance which will protect itself and the Additional Insureds from any and all claims set forth below which may arise out of, result from, or relate to operations of Consultant or any Subconsultant under this Agreement, whether such operations be by Consultant or by any Subconsultant, or by anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

1.2 REQUIRED COVERAGES.

1.2.1 Policy Limits and Duration. Consultant shall procure insurance policies with the following policy limits and for the following durations: [TAA Insurance Department to Verify Insurance Requirements for Each Project.]

1.2.2 Commercial General Liability. Consultant shall provide Insurance Services Office Form CG 0 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury limits no less than \$1,000,000.00 / \$2,000,000.00 aggregate per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The policy shall not contain any restrictions of coverage with regard to operations on or near airport premises. The policy required herein shall be endorsed to name TAA as an additional insured, and shall provide that such insurance is primary. The liability coverage referred to in this Section shall contain no exclusions or limitations with regard to explosion, collapse, or underground hazard (XCU) coverage. Any supplementary payments, including defense costs, shall be in excess of policy limits.

1.2.3 Professional Liability Insurance. Consultant shall provide and maintain "Professional Liability", or errors and omissions, insurance in an amount not less than \$1,000,000.00. Consultant's professional liability insurance policy shall be written on a claims made basis. The professional liability insurance policy shall provide for continued coverage for a

period of five (5) years after Final Completion. Following Final Completion, the Consultant shall be required to provide written verification of such continuing coverage under its professional liability insurance policy, including the annual submission of Certificates of Insurance to TAA and any other information requested by TAA related thereto. The professional liability insurance policy shall cover professional misconduct or lack of ordinary skill for those services provided pursuant to the scope of work of the written agreement executed by the parties.

1.2.4 Automobile. Consultant shall provide and maintain "Automobile Liability" insurance covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000.00, which could be provided in a combination of primary and umbrella policies. All vehicles used by the successful person or firm on TAA property shall carry appropriate proof of insurance. The automobile liability policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.

1.2.5 Worker's Compensation. Consultant shall provide and maintain "Workers' Compensation" insurance in the statutory amounts as required by the State of Arizona, and "Employer's Liability" insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

1.2.6 Cyber-liability Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement:

Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules, or regulations globally, now, or hereinafter constituted or amended; Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial-of-service attack on third party computer systems; Loss or denial of service.

With a cyber terrorism exclusion; the Consultant will have a cyber insurance policy with a minimum limit of \$1,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Consultant or an independent contractor working on behalf of the Consultant in performing services under this Agreement. Policy must provide coverage for wrongful acts,

claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of the Consultant.

1.3 ADDITIONAL INSUREDS, SEVERABILITY OF INTERESTS, AND TAA'S INSURANCE NON-CONTRIBUTING. The Commercial General Liability insurance policy required herein shall be endorsed to name and protect all Additional Insureds on such policies, and such additional insured endorsements shall include completed operations coverage. The Commercial General Liability insurance policy required herein shall state that the inclusion of more than one insured shall not operate to impair the right of one insured against another insured and the coverages afforded shall apply as though separate policies had been issued to each insured except with respect to the limits of liability which shall not be increased regardless of the number of insureds. All insurance policies required herein shall provide that such insurance is primary with any other applicable insurance carried by TAA and shall be so endorsed. Any other insurance carried by TAA shall be excess and noncontributing with respect to the insurance required hereunder.

1.4 PROOF OF INSURANCE. Promptly after notification of the award of the Agreement, and prior to the commencement of any Services, Consultant shall deliver to TAA certificates of insurance, evidencing all coverages required hereby. In addition, the certificates shall clearly state that: (a) TAA and the Additional Insureds are named as additional insureds; (b) the insurance is primary as set forth above; and (c) TAA shall receive at least thirty (30) Calendar Days' notice of cancellation as set forth above. The acceptance of such certificates will not relieve Consultant of the responsibility of compliance with the provisions of this Section and TAA will not be deemed to imply, warrant, or waive compliance by acceptance of said certificates. If requested in writing, Consultant will furnish to TAA certified copies of all insurance policies and endorsements. All insurance policies and endorsements shall be certified by the insurer before risk of loss may occur, but in no event more than ten (10) Calendar Days after execution of the Agreement.

1.5 ENDORSEMENTS. Consultant shall provide TAA a copy of all endorsements. The Commercial General Liability insurance policy must be endorsed to: (a) all the Additional Insureds; (b) use a form acceptable to TAA; (c) provide all required coverages including coverages for both ongoing and completed operations; (d) stipulate that such insurance is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds; and (e) contain a cross liability/severability endorsement. All insurance policies required herein shall waive any and all rights of subrogation against the Additional Insureds.

1.6 MANDATORY DEDUCTIBLE. If by the terms of this insurance any mandatory deductibles are required, or if Consultant should elect, with concurrence of TAA, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts,

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Consultant shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1.7 FAILURE OF COVERAGE. If TAA is damaged by the failure of Consultant to obtain or maintain insurance as required herein, then Consultant shall bear all reasonable costs properly attributable thereto. All the insurance policies shall contain an endorsement providing that written notice by registered mail shall be given to TAA at least thirty (30) Calendar Days prior to termination or cancellation of coverage of any policy. Consultant, upon its knowledge, shall promptly advise TAA in writing of any and all cancellation in insurance coverage. Failure of the Consultant to give such notice may, at the sole option of TAA, be deemed a breach of Agreement, and TAA shall have the option of canceling the Agreement and/or of pursuing any and all other legal remedies it has against Consultant for breach of the Agreement.

**ATTACHMENT E
TO
CONSULTANT AND TECHNICAL SERVICES AGREEMENT
BETWEEN
THE TUCSON AIRPORT AUTHORITY
AND**

CIVIL RIGHTS

General

The Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Assurances

Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of

equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**ATTACHMENT F
TO
CONSULTANT AND TECHNICAL SERVICES AGREEMENT
BETWEEN
THE TUCSON AIRPORT AUTHORITY
AND**

INFORMATION SECURITY REQUIREMENTS

These Information Security Requirements do not replace the vendor’s standard policies and procedures but address the minimum information security policies and procedures TAA requires the vendor must have as part of vendor’s Service to TAA under this Agreement.

All Information Security Requirements also apply to vendor’s subcontractors that have, process, or otherwise have access to TAA Confidential Information and/or TAA Systems.

Any required policies, procedures, or processes mentioned in this Addendum must be documented, reviewed, and approved, determined in writing to be in compliance with this Addendum requirements by TAA IT with designation of Vendor’s responsible party conducting management oversight, on a periodic basis, and are hereby incorporated into this Agreement as if fully set forth herein.

DEFINITIONS

TAA	Tucson Airport Authority
Vendor	Any 3 rd party company doing business with TAA
TAA Systems	Any Information or Operation Technology owned and operated by TAA or a designated 3 rd party vendor at TAA
TAA Confidential Information	Data that TAA determines is not subject to any applicable public records law or protected from disclosure under any other applicable law.
TAA Data	Shall include any electronic information maintained by TAA including, but not limited to, information related to its finances, taxes, employees, customers, tenants, vendors, contractors, and TAA.
Agreement	Negotiated and legally binding arrangement between parties
SOC 2	SOC 2 is a voluntary compliance standard for service organizations, developed by the American Institute of CPAs (AICPA), which specifies how organizations should manage customer data. Type 2 details the operational efficiency of these systems.

ISO 27001	ISO 27001, formally known as ISO/IEC 27001:2022, is an information security standard created by the International Organization for Standardization (ISO), which provides a framework and guidelines for establishing, implementing, and managing an information security management system (ISMS).
FedRAMP	The Federal Risk and Authorization Management Program (FedRAMP) is a government-wide program that promotes the adoption of secure cloud services across the federal government by providing a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
FISMA	The Federal Information Security Management Act (FISMA) was enacted in 2002, and requires all federal agencies “to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency.”
PCI SSC	Payment Card Industry Data Security Standard
PCI-DSS	The Payment Card Industry Data Security Standard (PCI DSS) is an information security standard administered by the Payment Card Industry Security Standards Council that is for organizations that handle branded credit cards from the major card schemes.
PCI-PA-DSS	PCI Payment Application Data Security Standard
HIPAA	Health Insurance Portability and Accountability Act of 1996
PII	Personal Identifiable Information
PHI	Personal Health Information
ITAR/EAR	International Traffic in Arms Regulations / Export Administration Regulations
BCP	Business Continuity Plan
DRP	Disaster Recovery Plan
RTO	Recovery Time Objective
RPO	Recovery Point Objective
Product	That which TAA is procuring from the Vendor.
Penetration Test	A method of testing where testers target individual binary components or the application as a whole to determine whether intra or intercomponent vulnerabilities can be exploited to compromise the application, its data, or its environment resources.

Data and Data Security Protection Clause

1. Vendor acknowledges that it may have access to certain TAA computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Vendor, its employees, agents, or contractors, pertaining to TAA’s business or financial affairs, or to Licensee’s projects, transactions, clients or customers,

Vendor will not store, copy, analyze, monitor, or otherwise use that data except for the purposes set forth in the Agreement for the benefit of TAA.

2. Vendor will comply fully with all applicable laws, regulations, and government orders relating to PII and data privacy with respect to any such data that Vendor receives or has access to under the Agreement or in connection with the performance of any services for Licensee. Vendor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under the Agreement or as authorized by the data subject or in accordance with applicable law.
3. To the extent that Vendor receives PII related to the performance of the Agreement, Vendor will protect the privacy and legal rights of TAA's personnel, clients, customers, tenants, and contractors.
4. All right, title, and interest in TAA's Data will remain the property of TAA. Vendor has no intellectual property rights or other claim to TAA's Data that is hosted, stored, or transferred to and from the Products or the cloud services platform provided by Vendor, or to TAA's Confidential Information. Vendor will cooperate with TAA to protect TAA's intellectual property rights and TAA's Data. Vendor will promptly notify TAA if Vendor becomes aware of any potential infringement of those rights in accordance with the provisions of this Agreement.
5. For purposes of this Agreement and the Exhibits attached hereto, all TAA Data stored or at rest within the vendor's data centers or in cloud hosted data centers, in transport, will be encrypted in transport and rest (when regulatorily and/or contractually required) and will not be transferred to any other hosting entity or location without the prior written consent of TAA.

Data Safeguards Clause

1. Vendor has represented to TAA that the Vendor will not be permitted to access TAA Data stored or contained in the Products or Vendor's platform, and Vendor will have no ability to manipulate, modify or control such TAA Data. If any support services or Professional Services provided by Vendor may involve Vendor or its personnel having or requiring access to TAA's servers, applications, and/or Data, Vendor shall comply with the provisions of this Section and Exhibit A attached hereto, and, at TAA's request, Vendor shall enter into an appropriate separate agreement with TAA to govern such access and protect any TAA Data that may be subject to such access. To the extent TAA grants Vendor access to TAA Data, or Vendor has access to or stores or holds any TAA Data, Vendor agrees to:
 - (i) access and use the TAA Data solely for the purpose of providing TAA with access to the Products, Software and Vendor's platform, and to provide Services to TAA in accordance with the terms and conditions of this Agreement and any applicable Statement(s) of Work;

(ii) maintain physical, technical, and administrative safeguards (including but not limited to those set forth in this Section, Exhibit A (Data Security) attached to this Agreement, and in any event no less than industry standards in the cloud computing/online services industry) to protect the TAA Data against unauthorized access, use, or disclosure while it is accessible to or held by Vendor (“Data Safeguards”); and

(iii) not disclose the TAA Data to any third party, except: (i) to its employees, consultants or contractors who need to have access to such information and solely for purposes of providing Services to TAA, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in this Agreement; and (ii) to the extent required by a judicial order or other legal obligation, provided that, to the fullest extent permitted by law, Vendor will promptly notify TAA of such a required disclosure to allow intervention by TAA (and will cooperate with TAA) to contest or minimize the scope of the disclosure.

Attestations and Certifications

1. Vendor will, on at least an annual basis, hire a third-party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) SOC2 audit, or equivalent audit (ISO 27001, FedRAMP, FISMA), on internal and external Vendor procedures and systems that access or contain TAA Data. Vendor shall adhere to SOC 2 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by TAA), applicable to TAA. Vendor’s security procedures will materially conform to the description thereof set forth in this Agreement and in attached Exhibit A (Data Security), and as further described in Vendor’s most recently completed security audit report (or any successor report of a similar nature that is generally accepted in the industry and utilized by Vendor).

The Vendor will also provide access to the certifications required via written request from TAA.

TAA has the right to perform a due diligence assessment to validate the cyber hygiene of the supplier/Vendor.

2. Additionally, if any regulated data is being processed, the vendor will also provide the appropriate certification (PCI SSC/ PCI-DSS / PCI-PA-DSS for credit card data and HIPAA for any healthcare information) in addition to the SOC2 type to or equivalent audit certification. Each certification will also provide a date of expiration, where at that date/time, the most recent and active certification will be provided to the TAA.
3. Upon TAA’s request, Vendor will provide TAA with a copy of the security certifications and results of the attestation audit.

Data Breach Notification

1. If the vendor suspects or becomes aware of any unauthorized access to any TAA Data or Personal Data by any unauthorized person or third party, or becomes aware of any other security breach relating to Personal Data held or stored by the vendor under this Agreement or in connection with the performance of the Services or other services performed under this Agreement or any Statement(s) of Work (“Data Breach”), the vendor shall notify the TAA in writing within 24 hours and shall fully cooperate with TAA at the vendor’s expense to prevent or stop such Data Breach and any consequential impacts to TAA and its Board, employees and Members following the breach.
2. In the event of such Data Breach, vendor shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach.
3. The vendor will, to the fullest extent permitted by law, defend, indemnify and hold TAA, its Affiliates, and their respective officers, directors, employees and agents, harmless for, from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from breach by the vendor of its obligations contained in this Section, except to the extent resulting from the negligent or willful acts or omissions of TAA.
4. All Personal Data to which the vendor has access under this Agreement, as between the vendor and TAA, will remain the property of TAA and will follow the provisions of TAA data with additional security controls to protect the data accordingly to HIPAA, PCI, and other regulatory requirements.
5. TAA hereby consents to the use, processing and/or disclosure of Personal Data only for the purposes described herein and to the extent such use or processing is necessary for the vendor to carry out its duties and responsibilities under this Agreement, any applicable Statement(s) of Work, or as required by law.
6. The vendor will not transfer any data deemed sensitive (PII, PHI, ITAR/EAR, Confidential, etc.) by TAA to third parties other than through its underlying network provider to perform its obligations under this Agreement. All TAA data delivered to the vendor shall be stored in the United States or other jurisdictions approved by TAA in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of TAA.

Business Continuity/Disaster Recovery; Flip-Over Rights

1. Vendor represents and warrants that its enterprise Business Continuity Program (BCP) is ISO 22301 certified. The vendor shall also comply with the business continuity requirements set forth with the client.
2. TAA may exercise Flip-Over Rights (as defined below) at any time during the period that the vendor fails to restore Services in accordance with the applicable and approved BCP and

included RTO(s) (Recovery Time Objective) and, upon written request cannot provide adequate assurances that restoration of services will occur reasonably soon (as reasonably determined by TAA), and, in doing so, may take other action as is reasonably necessary to provide similar services during the period the Services are disrupted. The vendor shall cooperate with TAA and its agents, as applicable, in the exercise of such Flip-Over Rights and provide reasonable assistance at no charge to TAA to promptly restore such disrupted Services.

3. The vendor shall not be entitled to receive any payments to the extent they relate to Services performed by TAA and all costs associated with the exercise of such Flip-Over Rights shall be borne by Vendor. Such Flip-Over Rights shall continue until Vendor demonstrates to TAA's reasonable satisfaction that Vendor is able to resume performance of the Services with appropriate mitigation in place designed to prevent further BCP failures for the Services. Such exercise of Flip-Over Rights shall not constitute a waiver by TAA of any termination rights or rights to pursue a claim for damages arising out of the failure that led to the Flip-Over Rights being exercised.
4. Flip-Over Rights shall mean that TAA may use its own proprietary tools and/or another website or websites to provide information to Vendor as TAA may determine is reasonable under the circumstances.

Data Security

Notwithstanding anything to the contrary contained in the Master Services Agreement to which this Exhibit is attached ("Agreement"), and all other Exhibits thereto, and in addition to and not in lieu of other provisions in the Agreement and the Exhibits thereto, the vendor agrees as follows:

1. General Security Procedures

1.1 Without limiting Vendor's obligation of confidentiality as further described in the Agreement and herein, Vendor will be responsible for establishing and maintaining an information security program that is designed to:

- (i) ensure the security and confidentiality of TAA Data;
- (ii) protect against any anticipated threats or hazards to the security or integrity of the TAA Data;
- (iii) protect against unauthorized access to or use of the TAA Data;
- (iv) ensure the proper disposal of TAA Data, as further defined herein;
- (v) ensure that all subcontractors of Vendor, if any, comply with all of the foregoing. Vendor will designate an individual to be responsible for the information security program. Such individual will respond to TAA inquiries regarding computer security

and to be responsible for notifying TAA-designated contact(s) if a breach or an incident occurs, as further described herein. The information security program will be audited annually as detailed in Vendor's SOC2 or equivalent audit reports, which will be made available to TAA upon request.

(vi) ensure that the Vendor is maintaining a vulnerability management program which prioritizes by risk, regularly reviews, and analyzes threat intelligence to identify vulnerable software with remediations for Critical and High vulnerabilities remediated within 30 days of software, firmware, patch release.

- 1.2 Vendor must conduct formal security awareness training, with a testing component, for all personnel and contractors as soon as reasonably practicable after the time of hiring or prior to being appointed to work on TAA Data and annually recertified thereafter. Documentation of Security Awareness Training must be retained by Vendor, confirming that this training and subsequent annual recertification process have been completed, and available for review by TAA.
- 1.3 TAA will have the right to review Vendor's information security program prior to the commencement of TAA's entry of data into the Product(s) or delivery to TAA of any Professional Services and from time to time during the Term of this Agreement. During the Term of the Agreement, from time to time with proper notice and Vendor approval, which will not be unreasonably withheld, TAA, at its own expense, will be entitled to perform, or to have performed, an on-site or virtual audit of Vendor's information security program and facilities. In lieu of an on-site audit, upon request by TAA, Vendor will use reasonable efforts to complete, within forty-five (45 days) of receipt, an Information Security Assessment questionnaire provided by TAA regarding Vendor's information security program.
- 1.4 In the event of any actual or apparent theft, unauthorized use or disclosure of any TAA Data, Vendor will immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and within three (3) business days 72 hours following discovery of any such event, provide TAA notice thereof, and such further information and assistance as may be reasonably requested.
- 1.5 TAA Data, including but not limited to sales data, hosted, stored, or held by Vendor in the Product(s) or in the platform operated by Vendor, or on any device owned or in the custody of Vendor, its employees, agents, or contractors, will be encrypted. Vendor will not transmit any unencrypted TAA Data over the internet or a wireless network and will not store any TAA Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by TAA in writing.
- 1.6 The parties acknowledge and agree that any disclosure of TAA Data will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights

in such TAA Data.

2. Network and Communications Security

- 2.1 All Vendor connectivity to TAA computing systems and all attempts at same will be only through TAA's security gateways/firewalls/VPN and only through TAA approved security procedures.
- 2.2 Vendor will not access, nor permit unauthorized persons or entities to access, TAA computing systems and/or networks without TAA's express written authorization, and any such actual or attempted access will be consistent with any such authorization.
- 2.3 Vendor will take appropriate measures to ensure that Vendor's systems connecting to TAA's systems, and anything provided to Vendor through such systems do not contain any Disabling Device. For purposes of this Agreement, "Disabling Device" means any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers.

3. Customer Data Handling Procedures

- 3.1 Erasure of Information and Destruction of Electronic Storage Media. If TAA Data is required to be permanently deleted from any storage media owned or operated by Vendor, all electronic storage media containing Customer Data must be wiped or degaussed for physical destruction or disposal, in a manner meeting forensic industry standards such as the NIST SP800-88 Guidelines for Media Sanitization.
- 3.2 Vendor must maintain documented evidence of data erasure and destruction. This evidence must be available for review at the request of TAA for the length of the contract period.

4. Physical Security

- 4.1 All backup and archival media containing TAA Data must be contained in secure, environmentally controlled storage areas owned, operated, or contracted for by

Vendor and all backup and archival media containing TAA Data must be encrypted. Data restoration times will be defined within the service level agreement and will be mutually agreed upon by both the TAA and the vendor. Data that is exported out of designated data stores will be limited except upon expiration/termination of the Agreement. If due to cloud configurations, the data may leave the United States, written approval is required by TAA to ensure that the data can be exported outside US territory. TAA reserves the right to inspect physical site and security controls annually as a part of the product and/or service being received by TAA. All TAA Data held by Vendor will be accessible/recoverable by TAA prior to expiration/termination of the Agreement.

5. Penetration Testing

- 5.1 Vendor will provide TAA with an annual, third-party Penetration Test report. During the term of this Agreement, Vendor will engage, at its own expense and at least one time per year, a third-party vendor reasonably acceptable to TAA to perform penetration and vulnerability testing (“**Penetration Tests**”) with respect to Vendor’s systems.
- 5.2 The objective of such Penetration Tests is to identify design and/or functionality issues in infrastructure of Vendor’s systems that could expose TAA Data and its computer and network equipment and systems to risks from malicious activities. Penetration Tests will probe for weaknesses in network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to Vendor’s systems that could be exploited by a malicious party.
- 5.3 Penetration Tests will identify, at a minimum, the following security vulnerabilities: invalidated or un-sanitized input; broken access control; broken authentication and session management; cross-site scripting (XSS) flaws; buffer overflows; injection flaws; improper error handling; insecure storage; denial of service; insecure configuration management; proper use of SSL/TLS; proper use of encryption; remote code execution; social engineering, network and anti-virus reliability and testing and more to effectively understand the capabilities in place and any potential vulnerabilities that may pose a risk to the delivery of the product and/or service.
- 5.4 Within a reasonable period after the annual Penetration Test has been performed, TAA will receive from Vendor a report of any high level and medium level security issues that were revealed during such Penetration Test and subsequent certification in writing to TAA that such high level and medium level security issues have been fully remediated.
- 5.5 To the extent that high level and/or medium level security issues were revealed during a particular Penetration Test, Vendor will subsequently engage, at its own expense, an additional Penetration Test within a reasonable period thereafter to ensure continued resolution of identified security issues and will notify TAA with the results thereof.

6. Background Checks

- 6.1 Vendor will not assign any employee to perform services for TAA who has not authorized a background investigation, or whose background investigation has revealed the conviction of a felony or misdemeanor within the previous ten (10) years, measured back from the time such Vendor employee commences services pursuant to the Agreement, to the extent such felony or misdemeanor relates to the suitability of the individual's employment, except to the extent prohibited by applicable law.
- 6.2 If Vendor contracts, for any services, with a third party that needs to be allowed or requires access to TAA Data, the third party will undergo the same Vendor background checks as performed on Vendor personnel and contractors under this section.

7. Lack of Certifications or Security Program Attestation

- 7.1 TAA shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that Vendor fails to produce an acceptable certification or attestation in which the original claims of the service were covered.
- 7.2 TAA reserves the right to contract with any vendor of its choosing in order to preserve, support and protect the operations of TAA related to the Services provided under this Agreement.

EXHIBIT B – TAA RFP REQUIREMENTS TABLE

Section No.	Section	Requirement	Comply	Does Not Comply	Notes/Comments
1	General				
	1.1	All software related requirements contained in this exhibit must be available from one vendor and not from a third party			
	1.1.1	Must be a user friendly interface			
	1.2	System Training			
	1.2.1	Vendor provides system training to all employees with at least 95% adoption rate			
	1.3	Cybersecurity			
	1.3.1	If previous or current security breach occurred, provide details on how vendor demonstrated effective mitigation measures to ensure a second breach will be less likely to occur.			
2	Payroll				
	2.1	Payroll/Timekeeping			
	2.1.1	Send reminders to employees and leaders			
	2.1.2	Overtime reports available			
	2.1.3	Can set up approval process and workflows			
	2.1.4	One time special pay code options (merits, special awards, etc.)			
	2.2	Timeclocks			
	2.2.1	GEO fencing capabilities			
	2.2.2	Electronic timeclocks/ biometric options			
	2.2.3	Purchase options - discounts for multiple timeclocks			
	2.2.4	Lease options - 1 and 3yr			
	2.2.5	Can support 24 hour shifts (ex: Fire)			
	2.2	Work Orders			
	2.2.1	Can be set up for each department			
	2.2.2	Time can be charged to workorders			
	2.3	Grants			
	2.3.1	Tracking/reporting			
	2.4	Time and attendance			
	2.4.1	Setup the system to support TAA's front loading accrual system			
	2.4.2	Employees can view pay history and W2			
	2.4.3	Employees can easily access accrual balances			
	2.4.4	Supervisors can view balances for team			
	2.4.5	Supervisors can delegate approval authority			
	2.4.6	Submit requests for vacation electronically			

Section No.	Section	Requirement	Comply	Does Not Comply	Notes/Comments
	2.4.7	System will not move forward with vacation request if time is not available			
	2.4.8	Approved vacation requests will appear automatically on shared calendar			
	2.4.9	Exempt employees timecards autoloading with 40 hours weekly, editable as needed (PTO, etc.)			
	2.5	Schedules			
	2.5.1	Setup fire rotation schedule			
	2.5.2	Schedule can be imported from 3rd party scheduler			
	2.6	Withhold Taxes/Deductions			
	2.7	Tax Forms			
	2.7.1	Self-service to change tax forms and connects directly to payroll			
	2.8	Reporting			
	2.8.1	Each payroll OTL to EAM (Oracle Time and Labor to Enterprise Asset Management) Reports			
	2.8.2	Each payroll Costing Reports			
	2.8.3	Child Support Payment			
	2.8.4	Monthly Bomb Dog Reports			
	2.8.5	Monthly LEO (Law Enforcement Officers) Reports			
	2.8.6	Monthly Special Project Reports			
	2.8.7	Monthly Report to Department of Labor			
	2.8.8	Quarterly Federal and State Tax Reporting			
	2.8.9	Quarterly UI (Unemployment Insurance) Tax Reporting			
	2.8.10	Quarterly AECE Voluntary Donation Reporting			
	2.8.11	Annual Federal and State Tax Reporting			
	2.8.12	Arizona Pension Reporting PSRPS and ASRS			
	2.8.13	Arizona ACR Reporting			
	2.8.14	457 Deferred Plans contribution reporting			
	2.8.15	Annual W2s and related filings			
	2.8.16	Schedules auto-payments of all taxes			
3	HRIS				
	3.1	Applicant Tracking System (ATS)			
	3.1.1	Landing page is customizable			
	3.1.2	Send out job notifications internally before sending externally			
	3.1.3	Ability to add questions			

Section No.	Section	Requirement	Comply	Does Not Comply	Notes/Comments
	3.1.4	Ability to upload documents (resume, certifications, etc.)			
	3.1.5	Ability to post announcements			
	3.1.6	Can customize landing page widgets			
	3.2	Requisition Approval Process			
	3.2.1	Digital signatures			
	3.2.2	Automated workflow with reminders			
	3.3	Recruiting			
	3.3.1	Automatically push jobs postings to job boards (Indeed and all partners)			
	3.3.2	Text message feature for candidates			
	3.3.3	Test messages are housed in the system and not on personal cell phones			
	3.3.4	System set up so certain employees cannot see parts of process			
	3.3.5	Restrict initial applicant viewing from Hiring Manager until Recruiter can qualify as candidate			
	3.3.6	Notifications set up to notify leaders when they are allowed to see a part of a process			
	3.3.7	Setup system for tagging those that speak Spanish			
	3.3.8	In-house background checks			
	3.3.9	EEO customization			
	3.3.10	EEO tracking			
	3.3.11	Customize buckets of workflow (e.g. applicant, candidates, hiring manager, 1st interview)			
	3.3.12	Applicant able to schedule their own interview time			
	3.3.13	Can pre-build offer letters and create multiple templates			
	3.3.14	Can add expiration to offers extended			
	3.3.15	Offers received via email and text message			
	3.3.16	When offer accepted, can auto hire			
	3.3.17	When hiring, all candidate details automatically transfer to the active profile to reduce manual entry			
	3.4	Onboarding			
	3.4.1	Automated workflow			
	3.4.2	Direct Deposit set up			
	3.4.3	Benefits selection			

Section No.	Section	Requirement	Comply	Does Not Comply	Notes/Comments
	3.4.4	Automated account creation (AD, Email, etc. once hired through system)			
	3.4.5	Digital Signatures (employees)			
	3.4.6	Automated Onboarding Checklist			
	3.4.7	Assign Onboarding tasks to different employees both individual and multiple			
	3.5	Offboarding			
	3.5.1	Offboarding checklist customizable			
	3.5.2	Offboarding checklist can be based on effective date			
	3.5.3	Automated workflow and approval process			
	3.5.4	Notifications sent to all who need to know			
	3.5.5	Automatically shut down benefits profile and send COBRA notifications			
	3.5.6	Turn off active directory when an employee is termed			
	3.5.7	In-house exit survey			
	3.5.8	Automatically Triggered When employee Termed (AD accounts disabled)			
	3.6	Workforce Planning			
	3.6.1	Compensation benchmarking			
	3.6.2	Create and manage succession plan			
	3.6.3	Tag employees on succession plan with restrictions on who can see the tag			
	3.7	Position Seating Management/Personnel Control Management			
	3.7.1	Vacant seats autofilled once new hire onboards			
	3.7.2	Reporting is customizable			
	3.7.3	Positions tied to seats (personnel control numbers)			
	3.7.4	Can restrict access on who can view and edit			
	3.8	Benefits			
	3.8.1	Benefits Administration			
	3.8.2	Open enrollment administration			
	3.8.3	Automatic benefit enrollment notification and instructions			
	3.8.4	Carrier connection to all benefits (Cigna, Medica, Dental, COBRA, etc.)			
	3.8.5	Automatic onboarding notification			
	3.8.6	1095-C services			
	3.9	Reporting			

Section No.	Section	Requirement	Comply	Does Not Comply	Notes/Comments
	3.9.1	EEO			
	3.9.2	Additions and Terminations			
	3.9.3	Candidate/Applicant status by recruiting stages			
	3.9.4	Summary recruiting progress and history			
	3.9.5	Employee Turnover			
	3.9.6	Headcount			
	3.9.7	Candidate funnel			
	3.9.8	Years of Service			
	3.9.9	Audit trail			
	3.9.10	Benefits Summary			
	3.9.11	Customizable reports			
4	Performance Management				
	4.1	Performance Goals			
	4.1.1	Can add and customize goals			
	4.1.2	Admin can assign the same goal to multiple employees			
	4.1.3	Push notifications to all employees			
	4.1.4	Update status on individual goals			
	4.1.5	Add comments to individual goals			
	4.1.6	Can be weighted			
	4.1.7	Document employee and leader conversations (i.g. discussions during 1:1s)			
	4.1.8	Add attachments			
	4.2	Performance Assessments			
	4.2.1	Employee assessments fully customizable			
	4.2.2	Employee assessment completed first and then sent to the leader			
	4.2.3	Leader assessment fully customizable and kept confidential until released to employee			
	4.2.4	Employee feedback assessments			
	4.2.5	Setup for reoccurring assessments			
	4.2.6	Add attachments			
	4.3	Performance Review			
	4.3.1	Can be set up as a matrix (i.g. meets, exceeds)			
	4.3.2	Can add ratings			
	4.3.3	Can document employee and leader conversations (e.g. updates on goals)			
	4.3.4	Add attachments			

Section No.	Section	Requirement	Comply	Does Not Comply	Notes/Comments
	4.4	Reporting & Analytics			
	4.4.1	Goals status			
	4.4.2	Incomplete status			
	4.4.3	Assessment progress			
	4.4.4	Employee performance			
	4.4.5	Feedback status			
5	Learning				
	5.1	Learning Management System			
	5.1.1	Can build/create custom content			
	5.1.2	Schedule and Assign Training (annually, or as needed)			
	5.1.3	Can add current TAA courses			
	5.1.4	Can Link to 3rd Party Systems			
	5.1.5	Reoccurring Training Setup			
	5.1.6	Version control management for updated courses			
	5.1.7	Reoccurring Training Reminders			
	5.1.8	Auto-Enroll Once Training Expires			
	5.1.9	Can create learning paths			
	5.1.10	Can connect to onboarding process			
	5.1.11	Can enroll and complete courses as a team			
	5.1.12	Push Notifications to Leaders and employees			
	5.1.13	Automatically assign courses for new hires			
	5.1.14	Automated designation of groups and departments (allow supervisors to assign to their group)			
	5.1.15	Integration with M365 (tasks/reminders, etc.)			
	5.2	Online learning content that is up to date with industry standards			
	5.2.1	Safety/OSHA (see OSHA tab for specific courses)			
	5.2.2	Microsoft Office O365 (see MS Office tab for specific courses)			
	5.2.3	Leadership Development			
	5.2.4	Business Development			
	5.2.5	Offer courses in different languages			
	5.2.6	Mobile access to training			
	5.2.7	Certificates of Completion available			
	5.3	Reporting			
	5.3.1	Completion Status			
	5.3.2	Incomplete Status			
	5.3.3	Annual Reports			

Section No.	Section	Requirement	Comply	Does Not Comply	Notes/Comments
	5.3.4	Upcoming Status Report			
	5.3.5	Customizable			
6	Information Technology (IT)				
	6.1	General IT			
	6.1.1	US based SaaS hosting, no TAA data to leave the US, redundant datacenters			
	6.1.2	Current browser support - Safari, Chrome, Edge, Firefox (no 3rd party extensions/dependency)			
	6.1.3	Must meet/adhere/pass TAA Information Security Standards and a Cybersecurity Assessment			
	6.1.4	Mobile application (IOS, Android)			
	6.1.5	US based support available during TAA business hours and 24/7/365 for emergencies			
	6.1.6	Access control levels to ensure data security and restrict access based on user roles			
	6.1.7	System search for documents and information			
	6.2	Document storage			
	6.2.1	Document access based on roles and departments			
	6.2.2	Electronic signatures (employees)			
	6.2.3	Provide a digital stamp when signed			
	6.2.4	Assist in digitizing documents			
	6.2.5	Unlimited files/attachment storage			
	6.2.6	Can archive documents and lock folders down to certain departments			
	6.2.7	Single Sign On (SSO) Azure			
	6.2.8	SCIM provisioning Azure			
	6.2.9	PPI protection in communications			
	6.2.10	API Integrations (open API's)			
	6.2.11	Dual authentication			
	6.2.12	Import/migration of current data			
	6.2.13	Data is owned by TAA and shall be provided in a usable format if/when the contract is terminated at no fee to TAA			
7	Additional Tools				
	7.1	Surveys			

Section No.	Section	Requirement	Comply	Does Not Comply	Notes/Comments
	7.1.2	Can set up anonymous surveys			
	7.1.3	Determine Likert scale both rating and definitions			
	7.1.4	Fully customizable			
	7.1.5	Analyzes data			
	7.1.6	Send automatic reminders			
	7.1.7	Unlimited surveys			
	7.1.8	Use as a course evaluation			
	7.1.9	Can attach to onboarding			
	7.1.10	Assign to position and dates			
	7.2	Organizational Chart			
	7.2.1	Automatically updates as changes are made			
	7.2.2	Can drill down into organizational layers			
	7.2.3	Can filter by department			
	7.2.4	Can view number of direct reports			
	7.2.5	Printable			
	7.3	360 Assessments			
	7.3.1	Can be based on position			
	7.3.2	Evaluators can select their own evaluators			
	7.3.3	Can set up anonymous surveys			
	7.3.4	Can set up custom evaluator roles (self, leader, peers, etc.)			
	7.3.5	Can set minimum number of evaluators			
	7.3.6	Determine Likert scale both rating and definitions			
	7.3.7	Customizable email notifications/templates			
	7.3.8	Fully customizable			
	7.3.9	Analyzes data			
	7.3.10	Send automatic reminders			
	7.3.11	Unlimited surveys			
	7.3.12	Can generate reports			
	7.3.13	Can analyze data			
	7.4	Recognition & Engagement			
	7.4.1	Platform to recognize employees			
	7.4.2	Controlled message board			

Required OSHA/Safety Courses	Comply	Does Not Comply	Notes/Comments
Arc Flash			
Arc Flash Awareness			
Asbestos Awareness			
Asbestos Exposed Worker			
Back Injury Prevention			
Bloodborne Pathogens Awareness			
Bloodborne Pathogens Exposed Worker			
Compressed Gases and Air			
Confined Space Awareness			
Construction- Powered Trucks / Earth Moving Equipment			
Cranes and Derricks Awareness			
Defensive Driving			
Electrical Safety Awareness			
Emergency Action Plans			
Ergonomics Awareness			
Fall Prevention and Protection			
Fire Extiguisher Use			
Fire Prevention Plans			
Flammable and Combustible Liquids			
General Workplace Safety and Housekeeping			
Hand Tools			
Hazard Communication (HAZCOM) for chemicals			
Hazard Recognition			
Hearing Conservation/Protection			
Heat and Cold Injuries and illnesses			
Lockout/Tagout			
Machine Guarding			
Overhead and Gantry Cranes			
Personnel Protection Equipment			
Power Tools and Equipment			
Powered Industrial Trucks - Forklift,Tractor,Lawn Mower, Runway Sweeper			
Powered Platforms, Manlifts, and Vehicle Mounted Work Platforms			

Proper Lifting			
Respiratory Protection			
Stairway and Ladder Safety			
Stormwater Pollution Prevention			
Trenching, Excavation, and Shoring Awareness			
USDA Regulated Garbage			
Walking/Working Surfaces			
Welding, Cutting, Brazing/Hot Work and Ventilation			

Required Microsoft O365 Courses	Levels	Comply	Does Not Comply	Notes/Comments
Excel	Basics, Intermediate, Advanced			
Outlook	Basics, Intermediate, Advanced			
PowerPoint	Basics, Intermediate, Advanced			
Project	Basics, Intermediate, Advanced			
SharePoint	Basics, Intermediate, Advanced			
TEAMS	Basics, Intermediate, Advanced			
Word	Basics, Intermediate, Advanced			