

Participating Addendum
26PSX0009

This Participating Addendum ("Participating Addendum" or "Contract") is made by and between the State of Connecticut acting by its Department of Administrative Services ("DAS" or "Participating Entity"), in accordance with sections 4a-2, 4d-2 and 4a-53 of the Connecticut General Statutes, and Public Knowledge, LLC ("Contractor").

The Contractor and DAS agree as follows:

1. DAS and the Contractor are bound by the terms of National Association of State Procurement Officials ("NASPO") master agreement number DPC-1428523190-SA-11-PASS, attached as Exhibit 1, entered into between the Contractor and the State of North Carolina dated January 19, 2026 (the "Master Agreement") for the purchase of Services in the following categories: Procurement Assistance Support Services and Value Add/Support Services.
2. This Participating Addendum shall be in effect from the date that the Connecticut Attorney General's Office approves it, as evidenced by its signature below (the "Effective Date").
3. The Contractor and DAS are not bound to any modifications to the Master Agreement dated after the date of this Participating Addendum, except by mutual written agreement.
4. For purposes of this Participating Addendum, references to the Lead State in the Master Agreement intended to be obligations of the Participating Entity or obligations of the Contractor to the Participating Entity, shall be interpreted to mean DAS. To the extent references to the Lead State are obligations of the State of North Carolina, said references shall not be interpreted to mean DAS.
5. Order of Precedence:
 - A. This Contract and the Master Agreement shall be read to be consistent and complementary. Any ambiguity, conflict or inconsistency between them shall be resolved by giving priority to this Contract.
 - B. To the extent that any provisions in the Master Agreement and this Contract address the same or substantially the same subject matter, the provisions in this Contract shall prevail and replace, in their entirety, the provisions in the Master Agreement addressing the same or substantially the same subject matter. To the extent any provisions in the Master Agreement are titled the same

or similarly titled as a provision in this Contract, the provisions in this Contract replace, in their entirety, the same or similarly titled provisions in the Master Agreement.

- C. Unless specifically included in this Contract, all terms listed or referenced in any solicitation documents or in the Contractor's response to any solicitation documents are excluded.
 - D. Subject to the terms in this Section 5, all other terms in the Master Agreement not specifically deleted or modified in Attachment 1 remain in full force and effect as to the Contractor, DAS and the Client Agency.
6. The Contractor shall comply with the Connecticut Standard Terms, attached as Exhibit 2. As used in this Participating Addendum, the capitalized word "Contract" is deemed to refer to this Participating Addendum and its exhibits.
7. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor's exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
8. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum. To the extent that this section conflicts with any other section in the Master Agreement or any other section of this Participating Addendum, this section shall govern.
9. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. "Purchasing Entity" or "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.
10. Notice
- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this

Section 10 collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: The Contract Administrator identified on the CT Source Contract Board for 26PSX0009.

If to the Contractor:

Public Knowledge, LLC
222 E. 18th Ave, Unit C
Cheyenne, WY 82001

Attention: Stacey Moss.

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in writing to the Client Agency.

11. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, Master Agreement and this Participating Addendum. Client Agencies shall include the references to "Master Agreement No. DPC-1428523190-SA-11-PASS" and "DAS Contract No. 26PSX0009" in all Purchase Orders.

The parties are executing this Participating Addendum on the date below their respective signatures.

PUBLIC KNOWLEDGE, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____

Printed Name: Mark D. Raymond

Title: Chief Information Officer

Date: 6/15/2026

APPROVED AS TO FORM

STATE OF CONNECTICUT

Office of the Attorney General

By: _____

Name: Jeffrey Zeman

Title: Assistant Attorney General

Date: _____



NASPO ValuePoint Master Agreement
For
Procurement Assistance and Support Services (PASS)

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of North Carolina** (Lead State)

Division of Purchase & Contract
325 N Salisbury St.
Raleigh, NC 27603

And

Civic Initiatives, LLC
7000 N Mopac Expressway, Suite 200
Austin, TX 78731

Master Agreement Number:
DPC-1428523190-SA-11-PASS

Effective Dates:
January 19th, 2026 – January 18, 2029,
With the option of three (3) annual renewals.
Total contract term not to exceed six (6) years.

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EXECUTION PAGE

STATE OF NORTH CAROLINA DEPARTMENT OF ADMINISTRATION – DIVISION OF PURCHASE AND CONTRACT Statewide Term Contract	
Refer <u>ALL</u> inquiries regarding this RFP to: All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Attachments "F" and "G" of the RFP Overview.	Request for Proposal #: DPC-1428523190-SA Proposals will be publicly opened: April 24, 2025, at 2:00 PM EST
For Nationwide Use of All Participating State Entities	Commodity # and Description: 8010 - Management advisory services, 8110 - Professional engineering services, 80 - Management and Business Professionals and Administrative Services
STC #: TBD	

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract, or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it **MAY BE REJECTED**. Late Proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: Civic Initiatives, LLC		
STREET ADDRESS: 7000 N Mopac Expressway, Suite 200	P.O. BOX:	ZIP: 78731
CITY & STATE & ZIP: Austin, TX	TELEPHONE NUMBER: 512-523-4834	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Derrek Davis, Chief Operating Officer & Director of Engagements		

VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 4/15/2025	E-MAIL: ddavis@civicinitiatives.com
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VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: **180 days**, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

BID ACCEPTANCE

If your bid is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract").

FOR STATE USE ONLY: Offer accepted and Contract awarded on date of Nov 3, 2025 as indicated,	
by <u>Sandy Anderson</u>	
Sandy Anderson (Nov 3, 2025 4:45:51 PM)	
(Authorized Representative of Department of Administration, Division of Purchase & Contract)	

Attachment A – Master Agreement Terms and Conditions

The following terms will be included in and apply to any Master Agreement resulting from this RFP.

I. Definitions

- A.** Acceptance means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- B.** Contractor means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- C.** Contract Administrator A representative of the Lead who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
- D.** Contract Manager A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
- E.** Embedded Software means one or more software applications which permanently reside on a computing device.
- F.** Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- G.** Lead State means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- H.** Master Agreement means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- I.** NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- J.** Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- K.** Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- L.** Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- M.** Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- N.** Product or Products and Services means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

- O. Purchasing Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- A. Initial Term. The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- B. Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- C. Amendment Term. The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- A. Order. Any Order placed under this Master Agreement will consist of the following documents:
 - 1. A Participating Entity's Participating Addendum ("PA");
 - 2. NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3. A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 4. The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 5. Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- B. Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- C. Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- A. Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- B. Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this

authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- C. **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- D. **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- E. **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- F. **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- G. **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- H. **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- I. **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- J. **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or

effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- A. Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- B. Administrative Fees**
 - 1. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
 - 2. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
- C. NASPO ValuePoint Summary and Detailed Usage Reports**
 - 1. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
 - 2. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
 - 3. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
 - 4. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the

purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

D. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

1. Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
2. Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
3. Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
4. Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

E. NASPO ValuePoint eMarketPlace

1. The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

2. Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
3. Regardless of how Contractor's presence is reflected in the eMarketPlace (i.e., hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
4. Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
5. Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
6. Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
7. Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
8. Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
9. NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
10. In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
11. Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
 - a. Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

- b. Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
 - c. NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
 - i. Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.
 - ii. Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.
 - iii. eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.
- 12. Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:
 - a. The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;
 - b. A Lead State contract identification number for this Master Agreement;
 - c. Detailed product line item descriptions;
 - d. Pictures illustrating products, services, or solutions where practicable; and
 - e. Any additional NASPO, Lead State, or Participating Addendum requirements.
- F. Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- G. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

- H. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- A. Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity. All prices and rates must be guaranteed for one (1) year.
1. All prices and rates must be minimally guaranteed for one (1) year, beginning at the Master Agreement execution date (Price Guarantee Period).
 2. Following the initial one (1) year Price Guarantee Period, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least thirty (30) days prior to the effective date.
 3. Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 4. No retroactive adjustments to prices or rates will be allowed.
 5. During Master Agreement term Contractor (Offeror) may extend greater discounted pricing to the Purchasing Entity as order details as purchasing volume, equipment type, location, etc. become known.
 6. Price increase requests shall be submitted in writing to the Contract Manager, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The Lead State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the Lead State at any time
- B. Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- C. Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- A. Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- B. Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to

the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

- C. **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- D. **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- E. **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 1. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 2. Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 3. Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 4. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
 - 5. Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- F. **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 1. The services or supplies being delivered;
 - 2. A shipping address and other delivery requirements, if any;
 - 3. A billing address;
 - 4. Purchasing Entity contact information;
 - 5. Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 6. A not-to-exceed total for the products or services being ordered; and
 - 7. The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- G. **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- H. **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal

Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- A. Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 1.** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- B. Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- C. Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- D. Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- A. Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- B. Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- C. Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
 - 1.** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
 - 2.** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

- D. **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- E. **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
 - 1. The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
 - 2. If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
 - 3. Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
 - 4. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
 - 5. No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- A. **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- B. **Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- C. **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or falls of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- D. **Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- E. **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- A. **Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- B. **Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to

use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

- C. License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- A. General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- B. Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
1. The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - a. provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - b. specified by the Contractor to work with the Product;
 - c. reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - d. reasonably expected to be used in combination with the Product.
 2. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
 3. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

4. Unless otherwise set forth herein, Section XII. Indemnification, B. Intellectual Property Indemnification is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- A. Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- B. Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- C. Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
 1. Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- D. Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- E. Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- F. Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- G. Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- H. Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

- A. Records Administration and Audit
 1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this

Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
3. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

B. Confidentiality, Non-Disclosure, and Injunctive Relief

1. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
 - a. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
 - b. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
 - c. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
 - a. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure

- of any Confidential Information.
- b. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
 - c. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
 - d. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
3. **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section B. Confidentiality, Non-Disclosure, and Injunctive Relief, 2. Non-Disclosure would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
 4. **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
 5. **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
 6. **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.
- C. Assignment/Subcontracts**
1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
 2. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- D. Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified

in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

- E. Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- F. Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- G. Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- H. Defaults and Remedies
 - 1. The occurrence of any of the following events will be an event of default under this Master Agreement:
 - a. Nonperformance of contractual requirements;
 - b. A material breach of any term or condition of this Master Agreement;
 - c. Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - d. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - e. Any default specified in another section of this Master Agreement.
 - 2. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
 - 3. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- a. Any remedy provided by law;
 - b. Termination of this Master Agreement and any related Contracts or portions thereof;
 - c. Assessment of liquidated damages as provided in this Master Agreement;
 - d. Suspension of Contractor from being able to respond to future bid solicitations;
 - e. Suspension of Contractor's performance; and
 - f. Withholding of payment until the default is remedied.
4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- I. Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- J. Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- K. No Waiver of Sovereign Immunity
 1. In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
 2. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- L. Governing Law and Venue
 1. The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed

- by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
2. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
 3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.
- M. Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- N. Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Attachment B SCOPE OF WORK

Contractor was awarded and is eligible to provide services in the following categories:

1. **Procurement Assistance Support Services (page 10 of SOW).**
2. **Value Add / Support Services (page 22 of SOW).**

I. Definitions

The following definitions apply to the Master Agreement.

- A. **Action Plan** is the comprehensive research summary completed by the Contractor which outlines the insights found and provides the steps needed to convert an organization's current structure and processes into a Category Management structure.
- B. **A la carte basis** means a separate price for each service offered by the Contractor.
- C. **Best value** as defined for purposes of this solicitation means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves the Lead State is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods or services, delivery and proposed technical performance.
- D. **Contract Administrator** representative of the Lead State who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
- E. **Contract Manager:** A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
- F. **Construction** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term includes the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property. **NOTE: ANY RESULTING CONTRACT TO THIS RFP WILL NOT INCLUDE SERVICES TO SUPPORT CONSTRUCTION PROCUREMENT.**
- G. **Contractor** means the person having a contract with a governmental body.
- H. **Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified number of services.
- I. **Goods** means all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.
- J. **Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State.

- K. **Grant** means 1. A transfer of federal government funds to state or local governments to support or stimulate programs authorized by federal or state laws in order to accomplish objectives that are locally defined and managed under a broad federal or state program. 2. The furnishing of assistance by a jurisdiction, whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services, or construction.
- L. **Inherently Governmental Duties** means those duties which shall only be performed by a government employee.
- M. **IT Consulting Services** means services provided by firms who focus on providing the following services: writing, testing and supporting custom software; planning and designing integrated hardware, software and communication infrastructure; and on-site management of computer systems and data processing facilities.
- N. **Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.
- O. **Lead State** means the State conducting this cooperative procurement, evaluation, and award, which for this procurement is North Carolina.
- P. **Market Research** means the gathering and studying of data relating to consumer preferences and purchasing power. In relation to the procurement life cycle, Market Research means the examination of available sources of information to find available sources of supply to meet the needs of any given procurement.
- Q. **Market Research Plan** means the process that one will follow to gather, analyze, and interpret information about a particular market. The plan would define market research approaches and include different types of market research to undertake for maximum impact.
- R. **Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.
- S. **Prime Contractor** means the Contractor awarded a contract in either award category, PASS or IT RAC.
- T. **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.
- U. **Proposer** has the same meaning as Offeror.
- V. **Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
- W. **Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).
- X. **Subcontractor** means a Contractor contracted for work by the Prime Contractor.

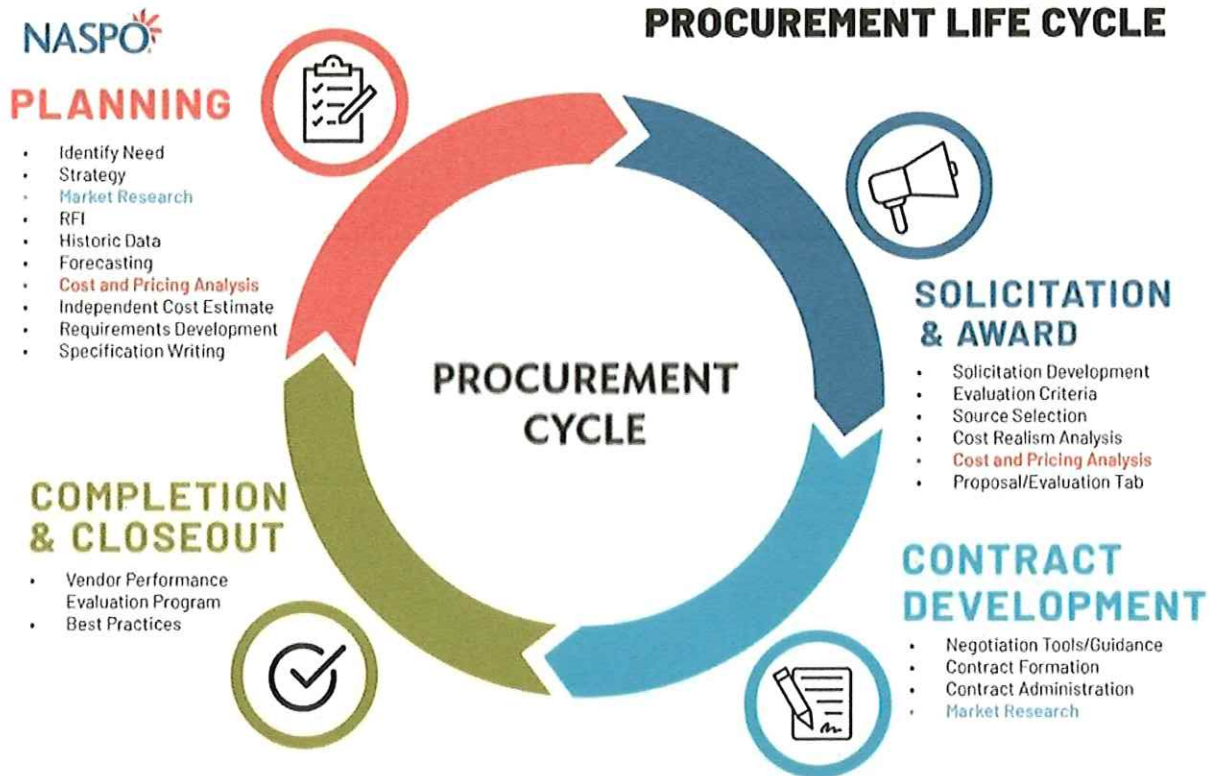
Y. **Target Market** means a particular group of consumers at which a product or service is aimed.

Z. **Task Order** means work needed by a Participating Entity to be performed by the Contractor. The Task Order document contains information about the expected performance of services (Statement of Work), timeline and deliverable(s).

II. Introduction

The objective is to provide a wide range of professional procurement support services to all fifty states, District of Columbia, and US territories (that choose to participate) in the areas of planning and market research; pre-award and source selection; post-award contract management; policy support; category management; and vendor performance review planning and other support services.

The diagram below depicts services that support procurement activities based on a general procurement lifecycle. The list of potential services within a procurement life cycle **includes but is not limited to** the following items:



This portfolio is intended to supplement resources to assist procurement personnel to obtain the desired goods and/or services. For example, if the agency has the need to procure IT consulting services, the Procurement Assistance and Support Services (PASS) Contractor(s) will assist in writing specifications and/or develop an RFP and/or provide any other procurement support services that will provide the Purchasing Entity with a resulting contract for such good or service.

It is important to recognize that the government/state/city organization has fundamental inherent government functions that should not be delegated to a Contractor. When it relates to procurement, government personnel should be making final decisions. Federal Procurement Law defines inherent functions as those to be performed only by government employees. The State of North Carolina, Department of Administration (DOA) recommends this guidance as a good procurement policy and considers the following responsibilities as inherently governmental functions:

- Determining what supplies or services are to be acquired by the Government;
- Approving any solicitation documents, to include documents defining requirements, specifications, incentives, and evaluation criteria;
- Negotiating;
- Awarding contracts;
- Approving post-award contract changes to include, but not limited to, ordering changes in contract scope, schedule, budget;
- Responding to evaluations of Contractor performance and accepting or rejecting Contractor products or services; and
- Terminating contracts.

It is the responsibility of the Purchasing Entity placing the order to make the determination if an action must be performed by the government or may be performed by a Contractor. Ordering activities must require prospective Contractors to identify potential conflicts of interest and address those, prior to task order award. For more information, see Attachment B Scope of Work.

III. Contractor Responsibility

The Contractor shall be able to provide **all services in the award category for Procurement Assistance and Support Services (PASS)** described below. If the Contractor does not maintain the subject matter expert in-house, it will be their responsibility to secure the services needed as the Prime Contractor.

IV. General Requirements

Contractors shall be responsible for meeting the general requirements applicable across all categories. These requirements include:

- Experience
- Customer Service
- Management
- Quality Control
- Personnel/Staffing

Contractors are expected to maintain the highest standards of these requirements throughout the life of the contract and must require all Subcontractors to attest to the same standards of service.

V. Task Orders

During the Master Agreement term, Contractor may be required to provide services for a particular project(s), which is agreed to via a Task Order(s). The Participating Entity shall define the specific objective(s) to be performed by the Contractor including but not limited to; the project scope of work, and implementation schedule milestone(s) including payment milestones.

A. Participating Entity Initial Project Needs Assessment:

1. Upon Participating Entity's request, Contractor shall schedule at a mutually agreed date and time, an initial Participating Entity needs assessment consultation meeting ("Needs Assessment Meeting").
2. Prior to the initial Needs Assessment Meeting, Participating Entity may provide Contractor an agenda including but not limited to, the following items:
 - a. An introduction of Participating Entity participants;
 - b. An overview of potential project scope(s) and/or statement of work deliverables, an overview of Participating Entity's intended outcomes, goals and objectives, an overview of post project management deliverables to ensure completion and/or implemented.
3. Within three (3) business days upon the completion of the Needs Assessment Meeting, Contractor shall provide Participating Entity a summary of the deliverables to be incorporated into a task order. The task order(s) document must include but not be limited to:
 - a. Identification of Participating Entity stakeholders and/or Participating Entity project management supervisor(s)
 - b. A breakdown of labor categories and hours. If requested, resumes of personnel assigned to the task order.
 - c. The proposed total cost pursuant to the Task Order; and
 - d. Specific anticipated benefits, cost savings, and anticipated outcomes for each Participating Entity approved service(s).

B. Statement of Work Development:

1. In collaboration with Contractor, Participating Entity shall finalize the statement of work.
2. Statement of Work requirements include, but are not limited to:
 - a. A description of the project objective(s), scope of work(s), timeline, milestone(s) and/or implementation schedule(s), total cost summary including in person training or virtual requirements as requested by Participating Entity.
 - b. Specific Contractor Deliverables including, but not limited to, reports, charts, graphs, presentations, and deliverables as required by the Participating Entity
 - c. Goal and outcome measures.

C. Contract Services

1. Status reports (as required by the Purchasing Entity): The Contractor shall provide, electronically, a Monthly Status Report (MSR). Distribution of this report will be determined by the Purchasing Entity. The MSR shall focus on contractual items, such as travel cost expenditures, performance, personnel, schedules, and recap all problems, issues, concerns, and actions taken over the report period. The format of the MSRs shall be agreed to by Purchasing Entity. The Contractor shall prepare a MSR that includes:

- Overall status of services and capabilities
- Schedule for new activities
- Existing and potential problem areas and proposed resolution and timelines
- Proposed recommendations for improvements/enhancements to service, capabilities, management procedures, as appropriate

Deliverable: The Contractor shall provide the Monthly Status Reports no later than the 15th day of each succeeding month, commencing no later than 45 days after contract award or as agreed by the Purchasing Entity.

2. Quarterly In-Process/Status Reviews (IPRs) (as requested by the purchasing entity): The Contractor shall organize and present quarterly (IPRs) as requested. The method and schedule for these reviews shall be in the Contractor's Program Management Plan approved by the purchasing entity. The objectives of these reviews are to track project progress, identify and resolve issues, and identify project risks and mitigation strategies. The Contractor shall submit to the purchasing entity an "Action Item Report" 15 days after the meeting has taken place that documents what was agreed to by the purchasing entity and Contractor and what the Contractor is doing to resolve outstanding issues, all of which would not impact the contract price or costs, schedule or terms and conditions of the contract.

The Contractor shall present the following at each review:

- a. Review of all open items and issues.
- b. Status of each outstanding task.
- c. Data collected from continuous evaluation of the work performed using benchmarks and metrics designed to improve its quality, user-satisfaction, and cost effectiveness, including information on "lessons learned" and best practices.
- d. Self-assessment of their performance against the performance measures delineated in the Performance Management Plan (PMP) to include the methods, metrics and data used
- e. Contractor recommendation to the Government on changes to the contract for improving the overall quality of services, to include implementation plans, schedules, savings, avoidances, benefits, and impacts associated with the recommendation(s).

D. Services – Purchasing Entity Furnished Materials and Facilities

Facilities, Supplies and Services - Work may be performed at a Purchasing entity provided facility, digital or telework (offsite). Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, consumable and general-purpose office supplies) may be provided while working in a Purchasing Entity facility. Information - The Purchasing Entity may provide information, material and forms unique to the Purchasing Entity for supporting the task. All Purchasing Entity unique information related to a requirement, which is necessary for Contractor performance, may be made available to the Contractor. The Purchasing Entity will identify the point of contact for identification of any required information to be supplied by the Purchasing Entity.

Documentation - All existing documentation, relevant to a task accomplishment, may be made

available to the Contractor. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Purchasing Entity.

E. Travel

The Contractor may be required to travel in performance of orders issued under this contract.

The Contractor shall be reimbursed actual cost of all travel conducted while providing the services in accordance with statements of work and respective Purchasing Entities' regulations. Allowable travel and State per diem charges will be agreed upon at the time work is requested. Thus, all travel shall be pre-approved.

The Contractor shall perform all travel necessary to accomplish the tasks contained in a task order. At a minimum, the Contractor shall be prepared to travel in conjunction with studies, vendor site visits, and to provide support at Purchasing Entity meetings. All travel requirements shall be approved in advance by the Purchasing Entity. The Contractor shall be responsible for making all travel arrangements.

Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs shall be considered reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum State per diem rates in effect at the time of the travel.

If the additional expenses are not justified and approved by the Participating Agency, Contractor will be responsible for paying the difference.

F. Post Award Management Plan

1. **Quality Control.** The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet task order objectives, with emphasis on overall success and positive impact to the acquisition program and organizational mission. The Contractor shall provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to accomplish the task order.
2. **Performance Management Plan (PMP).** The Contractor shall develop and maintain throughout the contract, a Performance Management Plan (PMP), that shall be used as a foundation for technical direction, resources management planning and the method of assuring quality performance during this contract. The plan shall include the approval process to replace any key personnel, when applicable.
3. The PMP shall include, but not be limited to, the following information:
 - Planned initiatives and key events
 - Staffing Plan
 - Contractor/Government Organizational relationships, including Subcontractors and problem escalation process
 - Subcontract Management (if applicable)

The PMP shall be approved by the Lead State Contract Administrator (CA), and there will be no deviation from the PMP, unless agreed to by the Contractor and CA. Where the Contractor identifies deviations from the plan, the Contractor shall provide the supporting

rationale necessitating the deviation, in a written submission to the CA. It is the Contractor's responsibility to keep the PMP up-to-date.

Deliverable: The Performance Management Plan shall be submitted for approval to the CA no later than 90 days after contract award.

G. Additional Contractor Requirements

- Each Contractor shall:
 - Adhere to its Contract with the Lead State and Purchasing Entities;
 - Provide all labor, materials and equipment necessary to meet the RFP Requirements;
 - Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;
 - Ensure that it is current with all payments and registration fees and similar financial obligations owed to the Lead State and Purchasing Entities during the term of its Contract with the Lead State and Purchasing Entities;
 - Fully cooperate and maintain effective communication with the Lead State and Purchasing Entities and cooperate in the resolution of problems, suspected problems or potential problems;
 - Comply with all required reporting both to NASPO as well as any State with an executed Participating Addendum.

VI Service Expectations

The following describes the expectations within each award category and expected outputs for each subcategory that are within the scope of work of the Master Agreement. These services are actions that may be utilized throughout the procurement lifecycle and may be required at any phase.

Category: Procurement Assistance Support Services (PASS)

Subcategory 1	Procurement Strategy/Strategy Plan
Subcategory 2	Independent Government Cost Estimate
Subcategory 3	Specifications/Scope of Work Review
Subcategory 4	Market Research
Subcategory 5	Cost & Pricing Analysis
Subcategory 6	Solicitation Review or Preparation
Subcategory 7	Source Selection
Subcategory 8	Cost Realism Analysis
Subcategory 9	Contract Development/Contract Formation
Subcategory 10	Contract Management
Subcategory 11	Vendor Performance Evaluation Program

1. Subcategory One – Procurement Strategy/Strategy Plan

The procurement team is made up of stakeholders that will participate in developing the procurement strategy plan. Stakeholders are individuals who have an interest in the needed goods or services. These individuals provide a significant contribution to the effort based on their subject matter expertise of the project scope or deliverables. Depending on the complexity of the procurement, support services may be needed to develop the plan. Services within this category are as follows:

1. Procurement Plan Development/Review. Contractor shall provide services to include advice and recommendations for all elements in the plan, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. If not available in-house, the subject-matter-expert(s) shall be obtained/contracted by the awarded Contractor(s) for this category. The plan should contain the following information:

Acquisition Background

Description of Requirement/Statement of Need
 Conditions
 Background and Contract History
 Contract Type: Unit costs or lump sum
 Performance Period
 Capability and capacity of Performance
 Estimated Schedule
 Estimated cost/budget

Plan of Action

Service Description
 Potential Sources
 Market Research Results/Interested Sources
 Acquisition Approach
 Competition
 Source Selection Procedures
 Contracting Considerations or Incentives
 Other Considerations

Contract Administration

Surveillance: Monitoring timelines with milestones
 Monitoring performance during contract period
 Verifying contractor's performance of SOW through checklist(s)

2. Research/Reports. The Contractor shall research existing Government-wide contracts for available products and services. Contractor shall evaluate different approaches to and sources for acquisition support. Contractor shall research available suppliers and compare the services and costs of obtaining support from different providers. Information gathered shall be provided in a report form for use the development of a procurement plan.

Contractor shall provide advice and recommendation for all elements in procurement plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Research existing Government-wide contracts for available products and services. Evaluate different approaches to and sources for procurement support. Research available suppliers and compare services and costs of obtaining support from the different providers.

Outputs: Written acquisition/procurement plans.

2. Subcategory Two – Independent Government Cost Estimate

An Independent Government Cost Estimate (IGCE) is a tool developed by government personnel to estimate the costs incurred by a Contractor in the performance of a contract. An IGCE is generated by the government, who may utilize and obtain input from an outside Contractor. Such Contractor remains confidential and will not be allowed to respond to a solicitation for which it participated in the IGCE in any manner whatsoever. The IGCE is an unbiased realistic cost estimate that reflects a clear understanding of the requirements. IGCEs serve various functions as:

- A projected, anticipated, or probable cost;
- A benchmark for establishing cost/price analysis;
- An analysis of reasonable and required resources to perform the contract; and
- A justification for decisions made throughout the procurement life cycle.

Specifically, IGCEs are used to project and reserve funds for acquisitions, determine if assumptions in a cost proposal are based on the same or similar assumptions, and determine fair and reasonable pricing.

This category of services is for **consultation and/or assistance in the development** of IGCEs. Government agencies do not always have sufficient resources or expertise to conduct these cost estimates on their own and may rely on third party Contractors to generate these reports on their behalf. Contractors providing these services under the resultant cooperative agreement shall be required to sign non-disclosure agreements and may not have a vested interest in the contract for which the Contractor is generating the estimate. Contractor must be unbiased and objective in its approach and methodologies.

Services within this category are as follows:

1. Data Collection. Contractor shall collaborate with the agency to gain a thorough understanding of the contract scope of work for which the IGCE is being generated. Contractor shall establish a plan that identifies stakeholders and other resource requirements necessary to generate the

IGCE, including a schedule that specifies the start date and delivery date for the final report, and a list of all potential sources of information required to complete the cost estimate.

At a minimum, the Contractor shall request and receive the following information:

- Statement of Work (SOW) and supporting scope documents (solicitations, drawings, plans, etc.)
- Any agency-developed cost estimates or contractor cost proposal and technical approach.
- Basis of Estimate (BOE), including a description of the scope, methodologies, references and defining deliverables, assumptions and exclusions, clarifications, adjustments, and level of uncertainty.

Other documentation or information that is useful in performing an IGCE include, but are not limited to:

- Past purchases of similar products or services
- Market research and knowledge of current economic conditions
- Proposal narrative, including background
- Work Breakdown Structure (WBS) and WBS Dictionary
- Project schedule
- Risk management plan
- Rates for fees or other mark-ups
- Lists of government-furnished property, equipment or services
- Cost estimate back-up documentation such as contracted labor rates and associated mark-ups, subcontracted quotes, specification sheets, purchase orders, and catalog cut sheets

2. Sufficiency Review. Once all requested information has been received, Contractor shall review the information for sufficiency to ensure adequate quantity and quality of data exists to develop an accurate and effective IGCE. The Sufficiency Review serves to:

- Determine all costs involved in performing the contract scope of work, including any direct and indirect costs as well as contractor profits and fees.
- Examine the information to ensure that it meets the technical requirements for its intended purpose.
- Determine whether the information is clearly documented, well organized, and presented at an appropriate level of detail, and that summary documents are traceable to the supporting documentation.
- Look at the depth and breadth of the supporting documents, and data contained therein.

The Sufficiency Review may determine that certain documentation is insufficient for proceeding with the cost estimate. In such instances, Contractor shall notify the agency, provide a list of the documents that are insufficient, and provide reasons for the finding or specific information needed to make the document acceptable.

3. Data Analysis. Data Analysis consists of two components: review and analysis. The review component consists of an in-depth examination and qualitative analysis of all the sufficient information requested and received as part of Data Collection. Contractor shall conduct a thorough review of the SOW, agency-developed cost estimates or contractor-developed cost

estimate or proposal, BOE, and any other sufficient information received. Contractor shall apply the appropriate estimating methodologies to the data to generate the IGCE.

Once the IGCE is generated, the estimate must be validated. Contractor shall employ the appropriate cost-validation techniques to test the cost estimate and determine whether it is reasonable and includes all necessary costs. Some commonly-accepted techniques include spot checking and preparing a check estimate. Contractors shall detail in their proposals the cost-validation techniques they utilize to validate cost estimates.

4. Results Reporting. Contractor shall prepare an in-depth IGCE report detailing its findings. The IGCE report prepared by the Contractor shall describe the BOE and provide the agency with recommendations based on the findings to assist in decision-making throughout the procurement life cycle. Contractor may be required to update the IGCE report as the acquisition progresses through the different phases of the procurement life cycle.

Contractor shall provide services that may include but are not limited to research and analysis of past purchases of similar products or services, current market value of the products or services, or other agency purchases of similar products and services.

Outputs: IGCEs.

3. Subcategory Three – Specifications/Scope of Work Review

After a need is determined, the quality, price and the performance of a product or service depend almost entirely on the purchase description used to communicate the requirement. If a specification was used as a method of describing the requirement, which mostly happens for services, that specification must be clear and concise. Challenges by potential suppliers, costly delays in completing a project or unnecessary problems further down the line are, in most instances, attributed to an improper, inadequate description of definition or requirements. The additional effort spent at the beginning of the procurement lifecycle increases the probability of full satisfaction in meeting the needs of the end-user, procurement and contract specialist and Contractor/supplier.

This category of services is for the review and/or assistance in development of a scope of work (SOW) or specification(s). If not available in-house, the technical specification development by a subject-matter-expert shall be obtained/contracted by the awarded Contractor(s) for this category. Services within this category are as follows:

1. Review Services. Provide recommendation to amend/develop specifications/SOW to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, and recommendation so that the SOW/specifications for needed goods and/or service clearly identify how the specification/SOW may be amended/changed to reflect the following:
 - The wording of the scope shall be precise.
 - The overall message should be clear and understandable.
 - The specification should simplify the process.
 - The tolerances should be reasonable.
 - The scope/specification should provide a relatively easy process to verify acceptance or rejection.
 - The specification should be exact.

- The specification should not be restrictive, but be broad enough to allow competition. If, however, there is justification for a restrictive specification/SOW, the report/recommendation shall provide a clear explanation for the need of the restrictive specification.
 - The specification/SOW should provide some built-in flexibility that is applicable to the industry.
2. **Requirement Analysis.** Requirement analysis is value analysis applicable to the writing of specifications or SOW to eliminate products and services that are not cost effective. The Contractor shall identify and make recommendations to specifications or SOW to ensure that an agency will obtain the best products or services that are available in the market at fair and reasonable prices. Requirement analysis services shall include review, analysis and recommendation and clearly identify how the specification/scope of work may be amended/changed to reflect the following, as applicable:
- Eliminate a requirement that is not cost effective.
 - Improve the quality level without impacting the cost(s).
 - Describe requirement(s) of quality standards to increase the service life.
 - Achieve total value, i.e. not only initial expense as the award factor.
3. **Specification Writing (Technical).** Contractors' support team members shall possess strong communication skills and expertise in needed topics and programs. In addition, technical writers must have the skills to research and effectively interview subject matter experts (SMEs), if they are not the SMEs themselves. The technical writer should gather information and communicate complicated ideas in a clear and informative manner.

Contractor(s) shall be able to provide specification writing services for all types of specifications, such as design, specifications, performance specifications, or market grades to name a few.

The Contractor shall assist in the development and preparation of pre-award Request for Information (RFI), Statements of Work (SOW), Statements of Objective (SOO) and other requirements documents. This effort includes assisting in researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures, providing consultation and recommendations; and coordinating requirements documents. Note: State to state may vary on what they call SOW, i.e. statement of work, statement of need, scope of work, etc.

Outputs: SOWs; SOOs; PWSs; and related documents, i.e. restrictive specifications justification.

Surveillance: Monitoring timelines with milestones
 Monitoring performance during contract period
 Verifying contractor's performance of SOW through checklist(s)

4. Subcategory Four – Market Research

Market Research is a necessary step to identify available sources to meet the needs of any given solicitation. Market research refers to the examination of available sources to find the available sources of supply which may identify critical business requirements. Due to limited resources or timing, agencies may require the assistance of an outside Contractor to provide necessary data to develop a solicitation that will reach the widest distribution possible.

This category of services is for **consultation and/or assistance with market research services**. Services within this category are as follows:

Market Research Services – Contractor shall research available suppliers and compare the services and costs of obtaining goods or services from different providers. Information gathered shall be provided in a report form for use in the development of a competitive solicitation. The Contractor shall provide advice and recommendation for all elements in market research, including approaches, options, strategies, risks, methods, competition, sources, cost, milestone, etc. Research existing Government-wide contracts for available products and services. Research available suppliers and compare services and costs of obtaining support from the different providers.

The market research team should consider the following:

-
- The overall budget for the project should be clearly stated and the funding source should be identified prior to commencement of services.
- The Market Research Plan should be agreed upon by all parties before any commencement of services.
- The methodology to be used should be clearly specified and agreed upon by all parties.
- The research should have a simplified process.
- The target markets should be clearly identified.
- The research should be broad enough to capture the largest possible data set.
- The research should not be overly restrictive.
- The research should provide some built-in flexibility that is applicable to industry.

Outputs: Market research documentation.

5. Subcategory Five – Cost & Pricing Analysis

A Cost & Pricing Analysis conducted before a Request for Proposal (RFP) is released will assist a State in determining how to capture all costs related to a project, determine which method is best for evaluating cost, and if the budget for said project is realistic. Cost & Pricing Analysis is a key component to predicting the viability of a project. Because of limited resources or timing, agencies may require the assistance of an outside Contractor to assist with a Cost & Pricing Analysis for stakeholder review.

Cost & Pricing Analysis may also be conducted after BAFOs are received. Cost & Pricing Analysis may also be conducted post award for contract renewals, modifications, or assistance in determination of termination due to non-compliance with contract terms.

This category of services is for **consultation and/or assistance with cost & pricing analysis services**. Services within this category are as follows:

Cost & Pricing Analysis – Contractor shall assist in developing estimated cost and price elements for the work to be performed to prepare analyses for Stakeholders to make sound decisions on the financial viability of a project.

Cost & Pricing Analysis services shall include, but are not limited to:

- Developing plans and alternatives for effective price competition
- Informing states of impact of budget on technical, contract, and pricing outcomes
- Developing approach for State's/Stakeholder' budget planning
- Developing cost proposal solicitation documents to aid states in the development of the RFP
- Analyzing contracts/programs to assess price competitiveness
- Providing alternatives and research for stakeholders
- Providing estimates (case-by-case based on need of State/Stakeholder).
- Demonstrating value of RFP and/or new system/product to State/Stakeholder
- Providing a Make-or-buy analysis
- Providing a Go, no-go analysis
- Developing and analyzing BAFO requests
- Determining that the prices submitted by Offerors are acceptable, fair and reasonable
- Providing cost analysis during RFP evaluation – services performed to help States/Stakeholders analyze the cost proposals of several vendors to find best value
- Developing evaluation support documentation to help States/Stakeholders validate the reasonableness of proposed labor rates as well as indirect rates (fringe, overhead, general and administrative, and materials)
- Performing independent review of each cost element within an Offeror's cost proposal
- Providing post-award services (contract renewals, modifications, assistance in determination of termination if not in compliance with contract terms)
- Burn Rate Analysis
- Analysis of Change Orders & Modifications
- Award fee/incentive fee analysis
- Closeout payment analysis

Outputs: Cost and pricing analyses.

6. Subcategory Six – Solicitation Review or Preparation

The solicitation document is the official document inviting the vendor community to respond to the needs of the government entity. The solicitation should foster competition and ensure fair and equitable treatment of interested parties. Competition has multiple levels. Competition exists not only in prices but also in the technical competence of the vendors and in the quality of their products or services. The request for proposal process allows the opportunity for vendors to submit innovative solutions, increasing the Government's latitude of choice and assuring the reasonableness of costs.

This category of services is for the **review and/or development** of a solicitation document. Services within this category would be as follows:

1. Review Services Contractor shall provide recommendation to amend/develop any part of the solicitation document to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, recommendation to improve at minimum the following sections of the solicitation:
 - Scope of work, statement of work or specifications.
 - Standard bid/proposal clauses such as bid guarantee, indemnification, intellectual property rights, insurance, etc.
 - Evaluation criteria.
 - Bidder/Offeror qualifications.

- Proposal format.
 - Administrative and Technical Response Requirements.
 - Price and Cost sheets.
 - Contract administration, post award.
 - Payment terms.
2. RFP Development. Contractor shall develop and prepare the solicitation document, which may be a request for quotes (RFQ), request for proposals (RFP), including two-step process solicitation or any other hybrid solicitation within the system of that State. The solicitation shall include all appropriate solicitation terms and conditions applicable

Outputs: Solicitations

7. Subcategory Seven – Source Selection

The nature of the source selection planning process, the techniques for obtaining information, the procedures used in evaluation, and the decision-making methods vary from procurement to procurement. Source selection planning entails: preparing to receive bids or proposals, preparing to apply evaluation criteria, and determining standards to select a Contractor. Proposals are often separated into technical and price sections with each evaluated separately. Evaluation may be complex, requiring a panel of experts. Some proposal evaluation may require a consultant's assistance. The Source Selection Plan (SSP) should include: evaluation criteria, evaluation standards, weighting system, screening system, and source selection process.

This category of services is for assistance in preparation of a source selection plan and source selection activities. Services within this category are as follows:

Source Selection – Contractor shall develop and prepare source selection plans, in accordance with State statute and rules; instruct evaluation team members on roles and responsibilities; act in the capacity of an advisory role during the evaluation, which may include cost estimating or technical subject matter expertise; ensure Conflict of Interest/Nondisclosure forms are signed; prepare evaluation sheets or score sheets; and prepare draft of source selection decision memorandum.

Outputs: Source Selection Plans (SSP), Evaluation Sheets

8. Subcategory Eight – Cost Realism Analysis

Cost Realism Analysis is usually conducted after cost proposals have been received in response to a RFP. Cost Realism Analysis may be requested by States to determine if all components of cost have been contemplated from all vendors. Determining if cost proposals are acceptable and fair will assist States in a successful evaluation and award of a contract which is in the best interest of the State. Cost realism is about the system of logic, the assumptions about the future, and the reasonableness of the historical basis of the estimate. It's about the estimating information (cost data) that makes up the foundation of the estimate.

This category of services is for consultation and/or assistance with cost realism analysis services. Services within this category are as follows:

Cost Realism – The Contractor shall independently review and evaluate specific elements of each Offeror's proposed cost estimate to determine whether the cost estimate is realistic for the work to be performed;

reflects a clear understanding of the requirements; and is consistent with the unique methods of performance and materials described in the Offeror's technical proposal. Cost realism analysis is conducted by evaluating the supportive data that form the bases of the individual elements of cost to determine probable cost of the performance. The probable cost shall be used for the purposes of evaluation to determine the best value. The probable cost is determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

Probable Cost Estimate: is the Purchasing Entity's estimate of what it will cost for the Offeror to complete the contract based on the Purchasing Entity's evaluation of the offeror's technical proposal and proposed costs. This estimate is complimentary with and must be performed in conjunction with all cost realism analyses and is a principal product of the Purchasing Entity in the source selection evaluation process.

Cost Realism services shall include, but are not limited to:

- Determining the Offeror's price is realistic for the work proposed
- Understanding and implementation of contract risk factors
- Developing a Purchasing Entity's probable cost estimate
- Conducting cost to technical realism analysis

Outputs: Cost realism analyses.

9. Subcategory Nine - Contract Development/Contract Formation

The goal of contract development is to reduce in writing contract goals, contract type and contract elements. Identification of contract goals include the description of goods or services; delivery information (if applicable); protection of the financial interests of the agency; and any potential areas of dispute such as defining acceptance, handling wrong product, delays, personality conflicts, breach, payment or changes in a contract. The goals also include change order procedures.

The Contractor shall provide assistance to the government entity in the formulation of the contract between the awarded vendor and government entity.

This category of services is for **consultation and/or assistance with contract development**. Services within this category are as follows:

Contract Development

Requirements of the contractor, and/or their sub-contractor will include:

- A general working knowledge of each individual state's procurement rules and regulations.
- A general working knowledge of the entity's General Terms and Conditions.
- Appropriate staff with the level of experience to handle the different needs or difficulties of the contract.
- To be able to work with the state entity to develop a schedule for completion of the contract.
- Must have existing legal staff available to vet the contract for each entity's legal requirements.
- Must be able to interact with the awarded vendor's attorney to produce a contract that is

amicable to both parties.

- Must be able to format the contract to the entity's preference.
- Must provide pricing for the different levels of staffing that will provide service.
- Will be required to be available to administer and manage supplemental agreements or legal issues that arise out of the formation of the contract for the duration of the contract.

Outputs: Contract documentation.

10. Subcategory Ten – Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion and payment computation. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract and dealing with related problems. Activities in contract management facilitate a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award. Acquisition consultants can assist the government procurement staff and program managers in various capacities of administration and facilitation with the contractor, not including any inherent governmental duties.

Services within this category are as follows:

1. Contract Administration. Manage the relationship between the Contractor and end user, including the monitoring contract fulfillment on the part of government agencies. Development of the Contract Administration Plan (CAP) which will define how the contract will be administered. Monitor contractor compliance with terms of the contract, including site visits and labor interviews.

The CAP provides a mechanism to reconcile the various contract documents and the order of precedence into a management tool that can be used to focus and govern implementation activities. The plan itself will vary based on the complexity, risk, and scope along with the requirements of each contract. In many cases a CAP should only be developed for high-risk or highly complex procurements. The frame of the plan should focus on the Who, What, When, Where, and How of contract administration. CAPs generally address a common set of topics, with particular emphasis on process, output and outcome. In government contract management, there may be less emphasis on the "process" the contractor uses to achieve the goals of the contract than of the achievement of the expected outputs and outcomes.

While Contract Administration Plans generally share a similar structure, the inclusion of each topic into the CAP should be chosen based on necessity rather than out of formality. Contract Administration Plan topics may include:

- Project description
- Period of performance
- Schedule, critical milestones and/or delivery dates
- Critical path tasks and deliverables
- Roles and responsibilities
- Data and reporting

- Inspection and acceptance
- Personnel requirements
- Testing
- Warranty provisions
- Watch list items
- Special terms and conditions
- Insurance
- Process for managing change and issue resolution

Outputs: Performance Workplan or CAP; Documentation of Contract Performance such as Observation Record, Compliance Record, Discrepancy Record, Unsatisfactory Performance Report, Summary Evaluation Report, Contractor Status Report.

2. Vendor Performance Plan Development/Review. The Contractor shall have experience drafting comprehensive plans outlining the agency and vendor responsibilities and requirements in an easy to understand document. The plan must describe processes needed and recommend tools that will guide the contracting agency through the vendor performance evaluation. The plan shall include, but not be limited to, how to:

- Improve communication between buyers and vendors regarding performance
- Encourage better performance and accountability through incentives and penalties
- Enable performance analysis through Key Performance Indicators (KPI) and benchmarking
- Capture performance data
- Identify strategic priorities and set targets
- Capture performance data
- Meet strategic priorities and improve programs

The plan shall include the method for scoring and weighting the evaluation criteria and how scores shall be tied to an award or incentive fee determination along with penalties. The plan shall explain how Contractors must receive evaluation criteria, be informed of their performance during the contract, be debriefed at the end of the contract and deal with appeals.

3. Contract Modifications. Assist in the preparation of incentive and award fees. Incentive fees are typically dependent upon the performance over a given period and are usually taken in relation to a benchmark index. Award fees provides an additional profit or fee amount that may be awarded, in whole or in part, based upon periodic evaluations of ongoing contractor performance. Assist in review of directed changes, formal changes to the original contract resulting from the buyer's actions or directions that impact the cost or schedule for performance. Determine if a constructive change has occurred, that is, any action or inaction on the part of the agency that have not been made through a formal change order, which causes the Contractor to perform additional work outside the scope of the original contract. Contractor can assist government procurement staff and program managers in review and recommendation to make the appropriate contract modification.

Outputs: Award or incentive fee determinations; contract modification determination.

11. Subcategory Eleven – Vendor Performance Evaluation Program

Contract closeout involves several activities. Unlike a purchase order where receipt of the items ordered and subsequent payment constitute closure, a contract requires documentation to the contract file that includes a written report with the description and analysis of the Contractor's performance. A quality vendor performance review (aka performance evaluation) assesses how the vendor is performing against Key Performance Indicators (KPI)'s and Service Level Agreements (SLA)'s established in the vendor's contract. However, it can also show non-contractual performance issues, such as incidents that aren't measured by a service level.

This category for services is for the assistance in the development and implementation of a Vendor Performance Evaluation Program. This does not include vendor performance evaluation for construction contracts. Services within this category are as follows:

Evaluation Program. The contractor shall understand and have insights into the requirements needed to develop a vendor performance evaluation program. The contractor shall work with the contracting agency to determine information that is useful in creating a vendor performance evaluation to include, but not limited to:

- When the vendor performance evaluation is needed and how often it should be measured.
- The KPI's, such as contract compliance, customer satisfaction, cost competitiveness, cost control, continuous improvements, and timeliness should be clearly identified along with formulation of templates for the evaluation which shall become standardized.

Output: Key Performance Indicators, Vendor Performance Evaluation Program.

Value Add / Support Services as described below may also be included to support the PASS award.

Category: Value Add/Support Services

Listed below are examples of additional value add services Contractor may provide under the Master Agreement. These services are optional. Should a Contractor wish to provide these services, they must submit a list of additional value add services they offer and prices for these services.

The list of value add services includes but is not limited to the following items:

Value Add 1	Procurement Policy and Digital Procurement Transformation
Value Add 2	Category Management
Value Add 3	Change Management and Procurement Transformation Assistance
Value Add 4	Procurement Training
Value Add 5	Project Management
Value Add 6	Grants Assistance and Management

1. Value Add 1 – Procurement Policy and Digital Procurement Transformation

A Purchasing Entity is governed by its states' procurement statutes and rules. Each departmental head is responsible for planning his/her projected procurement needs on an annual basis. A departmental procurement policy provides guidance a purchasing entity should follow to comply with its procurement code. Assistance may be necessary in preparing guidelines and for future planning/implementation for digital transformation.

Services within this category are as follows:

Procurement Policy Writing – Contractor shall assist in developing a high-level overall plan embracing the general goals and acceptable procedures as it relates to the expenditure of governmental funds.

Procurement Policy services shall include, but not be limited to, writing procedures for:

- Appointing and paying consultants
- Appointing and paying temporary staff
- Appointing and paying casual workers
- Procurement planning for good and services
- Vendor Selection, to include:
 - Selection criteria
 - Use of dealers and sole suppliers
 - Recurring purchases
- Procurement Processes
- Procurement Controls

Digital Procurement Transformation Assistance. – Contractor shall assist in researching opportunities for digital procurement transformation, which may include radical reconceptualization and reorganization of procurement strategy, processes, people, skill sets and support systems, triggered by new and emerging digital technologies. Assistance may include, but not be limited to, studying the following areas of digital transformation:

- Business Model Transformation
- Process Transformation
- Domain Transformation
- Organization Transformation – see Category Fourteen

Outputs: Policy analysis and briefings. Policy guides and handbooks. Transformation analysis and white paper.

2. Value Add 2 – Category Management

Category management is a strategic approach to purchasing that allocates a government's procurement resources into specific categories of spending to be analyzed by category managers and aligned with the marketplace through in-depth spend and market analyses.

The main objective of Category management is to build efficiencies and maximize purchasing decisions across the agency by reducing duplication in the contracting process; better leveraging the government's buying power, and promoting the use of innovative and best in class solutions.

By consolidating purchases into main areas of spend, category management serves to move the government away from managing purchases and evaluating prices individually across multiple purchasing units to more directly managing entire categories of common spend to deliver better value for the entire agency.

This category for services is for the assistance in development and implementation of an action plan for Category Management or Product and Service Catalogs. If not available in-house, the action plan

development or implementation by a subject-matter-expert shall be obtained/contracted by the awarded contractor(s) for this category. Services within this category are as follows:

1. Data analysis. The Contractor shall have knowledge of principles and practices in public procurement including category management and have a clear understanding of various types of commodities and government services. Contractor shall be well versed in data analysis including the collecting of historical procurement data and analyzing agency spend data and procurement needs. The contractor shall also conduct in depth spend analysis using the agency's existing code structure (NIGP, NAICS, UNSPC or other). If no code structure exists, the vendor will help to consolidate minor categories and identify major categories of spending.
2. Supplier analysis. The Contractor shall have in-depth knowledge of the supplier marketplace and current economic conditions. The contractor will conduct market analysis to align the identified major categories of spending with the marketplace. Suppliers in the marketplace will be analyzed on their market share, historical changes and overall business health. Emphasis will be put on identifying suppliers that are looking to gain market share and can be leveraged for best prices; and identifying overlaps in suppliers to consolidate categories.
3. Action plan development. The Contractor shall have experience developing specifications and scopes of work aimed at creating efficiencies and reducing costs, developing and executing procurement strategies, driving process improvements and effectively instituting key performance metrics. The contractor shall develop, draft and assist in the execution of an action plan that details the findings of the data and supplier analyses and provide recommendations for implementing category management organization/agency-wide. Action plans should be inclusive of procurement organization and process changes, including timelines and flow charts of how the organization will move from its existing purchasing structure into a category management structure.

The action plan shall include but not be limited to:

- The purpose, strategic mission and vision associated with the new organization direction and structure of the organization/agency.
 - The development of an ongoing program to analyze purchasing trends, develop options to reduce costs, improve timely delivery, and enhance the purchasing agencies supplier management strategies, including; performance tracking, benchmarking and planning for future category adjustments.
 - The development of a system by which the agency can monitor and track spending data including but not limited to information pertaining to what the agency buys, who it buys it from and what it pays.
 - The step-by-step walkthrough and explanation of requirements for a phased in approach to reorganizing the existing workforce and hiring additional employees to successfully implement a Category Management organization/agency/office structure.
4. Organizational restructure. The contractor shall have knowledge of staffing and management practices as it relates to structuring and organizing a workforce for Category Management. The contractor will be responsible for identifying, communicating and working with stakeholders to identify category managers, category workforce and acquisition workforce. As these stakeholders

are identified, the contractor shall collaborate to share the knowledge of the analyses, create insights and trainings designed to serve all stakeholders and align staff with the strategic vision. The contractor will assist in overseeing all hiring and management decisions during implementation to ensure that staffing choices align with the Category Management structure. The contractor will assist in the development of staff evaluations designed to encourage performance and competency within the organization/agency. Upon completion of the restructuring the contractor shall conduct "a lessons learned" and benchmark/milestones presentation to empower the organization/agency to move forward without the need of continuing assistance or consultation.

5. Product and Service Catalogs. The contractor shall have knowledge and experience in e-sourcing and strategic sourcing, including the building of catalogs to consolidate purchasing categories and create ease of access for purchasing agencies. The Contractor shall follow the steps for category management including data and supplier analysis and the creation of an action plan designed for the implementation of organization/agency wide electronic catalog services. The contractor may assist in the development of specifications and evaluation metrics for selecting an appropriate e-catalog provider. The contractor shall also assist in the creation of data collection procedures to track catalog purchases and consolidate catalog categories.

The Contractor shall assist in the planning and implementation of a Category Management procurement process and structure. This effort including assisting in data and supplier analysis as well as the restructuring and staffing of the workforce needed to meet the need of a Category Management system. The contractor may rely on third party tools, methods and best practices to properly empower the contracted organization. All information and insights gathered including the best perceived path forward will be summarized in an action plan, the overarching document for this category that explains all necessary steps to move forward. After the delivery and acceptance of the action plan, the contractor may assist agencies in implementing the changes proposed, including, but not limited to, establishing measurements to track and grow the categories. This includes coming up with benchmarks, projecting future opportunities for efficiencies and category streamlining, creating dashboards and data analytic tools to track the progress of category spend against the benchmarks and creating supplier performance metrics to evaluate suppliers as the categories mature.

Organizations/Agencies may contract through this category for the development of a Product and Services Catalog. The catalog service can be contracted as a stand-alone service or in addition to the Category Management system. Contractors shall deliver an action plan similar to that required for Category Management outlining the steps needed to implement an online Catalog. After delivery and acceptance of the action plan, the contractor may assist in the implementation of the Product and Services Catalog including but not limited to the acquisition of required software and the rollout of the Catalog to the vendor community.

Outputs: Action Plan, Dashboards and other Data Tracking Tools, Product and Services Catalog

3. Value Add 3 – Change Management/Procurement Transformation Assistance

Change management in procurement is a process of adapting changes to a department's way of conducting business. The change could be through new leadership, changes in the procurement law, or digitalization/technology driven. When introducing and managing change, it requires integration, retirement of an old system or process, while adopting new procedures, processes, and workflow. The first step is to prepare a business case, which may include an executive summary, the purpose of the project, option and risks for accomplishing goals, estimated effort and cost of change(s), and

timescale for completion. The second step is to assess vendors, users and processes. The third step is to implement changes. And last is to manage the changes. All this information would be described in the organizational change management plan.

The Contractor may not only assist in developing the plan but assist throughout the process by implementing and managing the plan and steps to reach the final goal.

The Contractor shall assist in the process of implementing changes and improvements to the way an organization procures goods and services. For digital procurement transformation see Category Twelve.

Outputs: Organizational Change Management Plan: Business Case; Vendor, User and Process Assessment; Solution.

4. Value Add 4 – Procurement Training

The Scope of Services provided may include training for any phase of the Procurement Life Cycle and cannot stand alone. In other words, a task order cannot be only for training. Training services resulting from this contract will be available on an as needed basis.

The Contractor must provide a separate line-item pricing for the training.

Unless otherwise agreed upon between the Participating Entity and any Contractor, the Participating Entity will be responsible for providing the following:

1. Training Area: Participating Entity will provide or make available; training locations as may be necessary or appropriate for the Contractor to perform the obligations, inclusive of a virtual platform. Pricing will not be based on a subscription as in content creation or LMS.
2. Equipment: All Equipment necessary to conduct training, if applicable, and as specified in any Task Order.

Outputs: Training Guidance/Manual; Training Videos; Tool Kits

5. Value Add 5 – Project Management

Contractor shall provide project management services inclusive of planning and execution of a particular public sector procurement project(s) and deliverables pursuant to the Participating Entity's Task Order. Project management in procurement is further defined as tangible actions, processes, outcomes and deliverables performed by Contractor's Project Manager I and/or Project Manager II pursuant to Participating Entity's Task Order with the exception of information technology procurement activities which are prohibited.

At a minimum, and in addition to the minimum required qualifications of Contractor's Project Manager I and Project Manager II labor categories, Contractor staff in these positions shall possess extensive knowledge and experience in the design, development, active oversight and management, administration including development and presenting of procurement project management reports as required by the Participating Entity.

The Contractor shall develop, maintain, and provide Participating Entity a PMP per the Contractor performance metric specified below. The PMP shall include but is not limited to the following elements:

1. Planning, Logistics and Performance Oversight:

- a. Structure of Contractor management and oversight of all Project Manager I and/or Project Manager II positions deployed per Task Order
- b. Delineation of responsibilities of Project Manager I and/or Project Manager II positions deployed per Task Order
- c. Resume of Project Manager I and/or Project Manager II positions deployed per Task Order
- d. Letters of commitment of Project Manager I and/or Project Manager II positions deployed per Task Order
- e. Determination of onsite versus offsite performance. If onsite, start date and equipment available for Project Manager I and/or Project Manager II positions deployed per Task Order
- f. Oversight of Project Manager I and/or Project Manager II positions deployed per Task Order
- g. The Contractor shall describe its plan to manage offsite and onsite Contractor Parties without Participating Entity direct supervisor or interference throughout the Task Order term and/or periods of Performance. Contractor shall provide a description of quality control processes and procedures planned (to include any certifications and quality management systems used), as well as the quantitative metrics intended, to execute and monitor compliance with Contract requirements and Deliverables. Contractor shall provide a strategy to address retention of Contractor Parties and necessary equipment throughout the Task Order Term and/or periods of Performance. Contractor shall include a plan to include but not limited to; address assigning Contractor Parties by the Notice to Proceed date, mitigation of the unavailability of equipment, overall Contractor readiness, availability, scalability and logistical deployment of Contractor Parties and equipment.
- h. Quality Control, Assurance and Compliance Plan ("QCP")
- i. Contractor's QCP plan and strategy overview for PMP activities performed per Task Order
- j. Other as directed by Participating Entity per Task Order.

Upon review, the Participating Entity reserves the right to direct changes to this plan and request subsequent plans at no additional cost.

Outputs: Project Management Plan ("PMP"):

6. Value Add 6– Grants Assistance and Management

Contractors shall provide consulting services and/or training related to procurement using federal funding and/or federal grant requirements. This shall include uniform guidance under 2 CFR 200, Build America, Buy America (BABA) requirements, or specific federal requirements related to grants by:

- US Department of Defense (DoD)
- Federal Aviation Administration (FAA)

- Federal Transit Administration (FTA)
- Center for Medicaid Services (CMS)
- Federal Highway Administration (FHWA)
- National Highway Transportation Safety Administration (NHTSA)
- Federal Motor Carrier Safety Administration (FMCSA)
- US Department of Agriculture (USDA)
- Housing and Urban Development (HUD)
- Other federal programs as identified in a specific SOW

Contractors may assist with grant application, inclusive of writing scope of work. Contractors may assist with project and subrecipient management/administration. Contractors may assist with reports on outcomes and grant closeout. Assistance with managing federal grant funds provide compliance with Federal grant rules and analysis of procurement standards, financial management standards, subawards and subrecipient relationship management, allowable costs and cost allocation systems, property management, and audit management and resolution.

Outputs: Grant Application; Grant Reports ; Grant Management Report

VII. Minimum Qualifications of Labor Categories

1. Whether specifically stated, all labor categories shall exhibit the following qualities:
 - i. Proficiency in MS Office (Word, Excel, PowerPoint and Outlook).
 - ii. Effective oral and written communication skills.
 - iii. Ability to work independently or in a team environment.
 - iv. Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel.
2. Selected Labor Categories are consolidations and serve multiple specialties that fulfill the needed services in the acquisition lifecycle.
3. The Minimum Qualifications are not intended to be exhaustive or all inclusive. They are intended to allow placement of appropriately skilled personnel.
4. Additional duties may also be included per Labor Categories that are not specifically listed, (i.e., Other duties as assigned).
5. Experience for degrees is acceptable on a year-to-year equivalent basis.

There are sixteen (16) Labor Categories for Procurement Assistance Support Services (PASS)

PASS LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
Program Director (Key Personnel)	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Ten (10) or more years of progressive experience in managing significant projects and processes. • Must have the ability to manage and direct large and complex project tasks covering contract administration which may include acquisition planning, RFP/IFB preparation, market research, cost and price analysis, evaluation of performance, contract termination, and contract closeout. • Ability to research and define multiple project scopes, schedules, and targets. • Provides expert advice and guidance to agency senior level staff members. Preferred Qualifications • Project Management certification • Master's Degree or higher
Program Manager	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of providing management for multiple projects/tasks and ongoing operational efforts • Must have the ability to provide technical knowledge on the effectiveness and efficiency of government programs. • Able to apply advanced or specialized knowledge of the nature of agency programs and activities, agency policies and objectives • Possessing the analytical and evaluative methods and techniques for assessing program development and execution. Preferred Qualifications • Project Management certification • Master's Degree or higher

Subject Matter Expert III	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Fifteen (15) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. Preferred Qualifications • Project Management certification • Master's Degree or higher
Subject Matter Expert II	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. Preferred Qualifications • Project Management certification • Master's Degree or higher

Subject Matter Expert I	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of progressive experience • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Applies principles and methods of the subject matter to specialized solutions. Preferred Qualifications • Project Management certification • Master's Degree or higher
Acquisition Support Specialist III (Key Personnel)	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. Preferred Qualifications • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration

Acquisition Support Specialist II	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. Preferred Qualifications • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration
Acquisition Support Specialist I	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. Preferred Qualifications • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration
Analyst III	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Seven (7) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining

	the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. Preferred Qualifications • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master's Degree
Analyst II	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. Preferred Qualifications • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master's Degree
Analyst I	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. Preferred Qualifications • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License
	Must have at a minimum: • Bachelor's Degree or higher from an accredited college or university. • Eight (8) or more years of relevant experience in leading discussions; contributing questions and answers; raising issues, risks, and concerns;

Project Manager II	and developing and giving presentations. - Organizes, directs, and coordinates the planning and production of all contracts and/or task support activities. Prepares project estimates and work plans using best practices and principles. Ensures success project completion through responsibilities associated with staffing, project planning, project financials, risk management, and staff direction and oversight. Manages and oversees work performance on large size task orders or manages is a senior project manager. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the client. Serves as the primary point of contact for the client on any sized project. Manages staff, budget, and prioritization of tasks. Preferred Qualifications - Bachelor's degree and eight (8) years of general experience or fourteen (14) years of general experience with a high school diploma or G.E.D. - Demonstrates strong interpersonal and communication skills.
Project Manager I	Must have at a minimum: - Bachelor's Degree or higher from an accredited college or university. - Five (5) years of experience in a related field. - Performs day-to-day management of a single project or significant task assigned on a larger program. Manages and oversees work performance on small to medium size task orders or manages a portion of a larger task under the guidance of a more senior project manager. Assists in preparing and maintaining the project schedule and budget. Assist in preparing and delivering status reports to the client. For small to medium-size projects, can serve as the primary point of contact for the client. Assists in managing staff, budget, and prioritization of tasks. Preferred Qualifications - Bachelor's degree and five (5) years of general experience or eleven (11) years of general experience with a high school diploma or G.E.D.
Instructor/Trainer II	Must have at a minimum: - Associate degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience. - Provides services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. - Coordinate and monitor presentations for missions, exercises, and experiments. Preferred Qualifications

	Associate's degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience or nine (9) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.
Instructor/Trainer I	Must have at a minimum: - Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience. - Assist with providing services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. - Assist with coordinating and monitoring presentations for missions, exercises, and experiments. Preferred Qualifications - Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience or seven (7) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.
Administrative	Must have at a minimum: - High school diploma + eight (8) years of experience. - Experience in administrative support positions. - Arranges meetings, copies, and produces deliverables, etc. Preferred Qualifications - Associates degree + four (4) years of experience

Attachment C – Labor Rates/Price Sheet

AWARD CATEGORY 1 - PROCUREMENT ASSISTANCE SUPPORT SERVICES			
SECTION 1		SECTION 2	
HOURLY PRICING PER LABOR CATEGORY		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON LABOR RATES	
Labor Categories	Fully Burdened Hourly Rate for Year 1 (Price Guarantee Period)	Maximum Annual Percentage Increase Request (not guaranteed or approved)	3%
Program Director (Key Personnel)	\$350.00		
Program Manager	\$300.00		
Subject Matter Expert III	\$300.00		
Subject Matter Expert II	\$270.00		
Subject Matter Expert I	\$225.00		
Acquisition Support Specialist III (Key Personnel)	\$270.00		
Acquisition Support Specialist II	\$225.00		
Acquisition Support Specialist I	\$180.00		
Analyst III	\$270.00		
Analyst II	\$225.00		
Analyst I	\$180.00		
Project Manager II	\$270.00		
Project Manager I	\$225.00		
Instructor/Trainer II	\$200.00		
Instructor/Trainer I	\$160.00		
Administrative	\$110.00		

Optional Value-Added Services (1–6) apply under the same labor categories and hourly rates as Category 1 – PASS.

Civic Initiatives, LLC - Master Agreement DPC-1428523190-SA-11-PASS

Final Audit Report

2025-11-03

Created:	2025-11-03
By:	Sandy Anderson (sandy.anderson@doa.nc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0M153AHKRAs65PB-Bm9qK4vnpvFZmXEG

"Civic Initiatives, LLC - Master Agreement DPC-1428523190-SA-11-PASS" History



Document created by Sandy Anderson (sandy.anderson@doa.nc.gov)

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Document e-signed by Sandy Anderson (sandy.anderson@doa.nc.gov)

Signature Date: 2025-11-03 - 8:21:21 PM GMT - Time Source: server



Agreement completed.

2025-11-03 - 8:21:21 PM GMT



Adobe Acrobat Sign

NORTH CAROLINA

ASSIGNMENT OF CONTRACT NO. 8010A ("CONTRACT")

WAKE COUNTY

PROCUREMENT ASSISTANCE SUPPORT SERVICES

This ASSIGNMENT has been requested, has been reviewed and approved, and is entered into by and between the STATE OF NORTH CAROLINA ("STATE"), on behalf of The North Carolina Department of Administration, Office of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27566 ("STATE") regarding the above numbered Contract ("CONTRACT"), which was entered into by and between Civic Initiatives ("PARTY") of 7000 N Mopac, #300, Austin TX 78731 as of January 19, 2026 for Procurement Assistance Support Services .

WHEREAS, the PARTY, or an entity officially entitled to do so, has given notice that the PARTY is now assigning/has now assigned all or a part of its duties and benefits under the CONTRACT to a Third Party ("ASSIGNEE"). The PARTY, if extant and available, enters herein to indicate its approval of this ASSIGNMENT.

WHEREAS, the proposed ASSIGNEE is identified as Public Knowledge, LLC, of 222 E. 18th Street, Unit C, Cheyenne, WY 82001).

WITNESSETH

The State, through its relevant entity has reviewed the ASSIGNMENT request, and any other information or material as requested, of the PARTY, or, if the PARTY is no longer available due to merger or otherwise, the Proposed ASSIGNEE. Such a review has involved, *inter alia*, the following:

1. The ability of the ASSIGNEE to fully carry out effectively and efficiently the terms and conditions of the CONTRACT as agreed by the PARTY; and
2. The location of the ASSIGNEE and any implications of location on its ability to carry out the terms of the CONTRACT; and
3. The financial capability of the ASSIGNEE and its ability to carry out the terms of the CONTRACT without due financial difficulties; and
4. The staffing of the ASSIGNEE relevant to the duties of the CONTRACT and its immediate capability to fulfill the duties of the PARTY under the CONTRACT; and
5. The ability of the ASSIGNEE to conduct business as anticipated by the CONTRACT within the State ; and
6. Any complications due to any unavailability of the PARTY; and
7. Other Factors satisfactory to the STATE and relevant to its decision to allow a proper ASSIGNMENT of the CONTRACT, which enhance or detract from the ability of the ASSIGNEE to carry out the duties of the PARTY under the CONTRACT.

SPECIAL FACTORS, if any, applicable to the CONTRACT now required after the above Review as an incentive to modify the CONTRACT:

- a. N/A

If the PARTY is still in existence, it shall enter below to agree to this ASSIGNMENT, and to reaffirm its obligations under the CONTRACT.

The ASSIGNEE shall join below to indicate its agreement to the terms of this ASSIGNMENT and the underlying CONTRACT identified above and to undertake the duties therein in lieu of the PARTY. The address for the ASSIGNEE to receive notices or payments is as above, or, alternately, as follows:

NOW, THEREFORE, based on the above information and factors, the STATE agrees to allow the ASSIGNEE to immediately take over the duties, and to receive the benefits, under the CONTRACT as written or as modified herein and the ASSIGNEE hereby agrees to the terms and conditions of this ASSIGNMENT, and the CONTRACT, as of the date of the last signature hereon.

SIGNATORIES:

Civic Initiatives

By:

Dustin Ianier

Office

Attest (If Corporation):

(SEAL)

Ryan Lanier

Secretary

Date: 5/21/26

ASSIGNEE: Public Knowledge, LLC

By:

Dustin Lanier

Office

Attest (If Corporation):

(SEAL)

Stacey Moss

Secretary

Date: 5/21/26

THE STATE OF NORTH CAROLINA: Department of Administration, Office of Purchase and Contract

By:

Melinda Tomlinson

Office:

NC Division of Purchase & Contra

Date: 21/05/2026

Signature: 
[Dustin Lanier \(May 21, 2026 09:23:18 CDT\)](#)
Email: dlanier@civicinitiatives.com

Signature: *PandC - Melinda Tomlinson*
Email: melinda.tomlinson@doa.nc.gov

Civic Initiative- Public Knowledge - Assignment Agreement

Final Audit Report

2026-05-21

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-  Document created by Ian Fox-Castro (ian.m.fox-castro@doa.nc.gov)
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-  Agreement completed.
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Exhibit 2

Connecticut Standard Terms

1. Definitions

a. Acceptance

Determination made by the Client Agency upon successful User Acceptance Test that the Deliverable has satisfied the Acceptance Criteria itemized in the SOW, performs to the Specifications, and fulfills the business and technical requirements of this Contract.

b. Acceptance Criteria

Client Agency requirements for Deliverable Acceptance.

c. Acceptance Date

The date the Client Agency accepts a Deliverable or System in accordance with this Contract.

d. Artificial Intelligence

Artificial Intelligence" has the same meaning as provided in Conn. Gen. Stat. § 4a-2e, as may be amended.

e. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

f. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

g. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

h. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly

available sources or from federal, state, or local government records which are lawfully made available to the general public.

i. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

j. Contractor IP

Contractor's materials, including proprietary algorithms, code or data and other intellectual property (1) in existence prior to this Contract, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Contract and employed by the Contractor in connection with the Deliverables.

k. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

l. Deliverable

Each (1) Good, Service, Materials, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

m. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any improvements to any of them.

n. Environmentally Preferable

"Environmentally Preferable" has the same meaning as provided in Conn. Gen. Stat. § 4a-67h, as it may be amended.

o. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment,

hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

p. Reserved.

q. Reserved.

r. Materials

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

s. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

t. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

u. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

v. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

w. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

x. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

y. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

z. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

aa. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Contract or SOW, as applicable.

bb. Term

The original term of this Contract plus any extensions exercised under this Contract.

cc. Termination

An end to this Contract prior to the end of its Term.

dd. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

ee. User Acceptance Test

Those procedures that permit the State to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract.

2. Whistleblower Provision

This Contract may be subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to

FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

4. Data: Access and Ownership

a. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Client Agency or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.
2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Client Agency or (ii) Termination for any reason, deliver and transfer possession to the Client Agency all of the Data, in a format acceptable to the State.
3. At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Client Agency, (ii) receiving final payment from the Client Agency, or (iii) Termination
4. for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

5. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. State Comptroller's Specifications

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and Contractor shall deliver the Deliverables in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

7. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

8. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4d-33, as it may be modified from time to time.

9. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. § 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

10. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

11. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

12. Contractor's Obligation to Notify DAS Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

13. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

14. Continuity of Systems

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Contract.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of the Client Agency information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Contract.

- c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Deliverables, Systems, facilities and equipment related to or arising out of this Contract, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Contract) no later than ten (10) days from the date that the work under this Contract is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other location which the Client Agency identifies, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Client Agency, during the Client Agency's Business Hours, in good working order, and if the Client Agency's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the Client Agency, F.O.B. Hartford, Connecticut or other State location which Client Agency identifies, all Public Records created or modified pursuant to this Contract, any SOW, subcontract or amendment and requested in writing by the Client Agency (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under this Contract or SOW is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver to the Client Agency during the Client Agency's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Client Agency, during the Client Agency's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d. If Contractor employs former State employees, Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

15. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

16. Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice

18. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be

approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

19. Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

20. Non-Discrimination

- a. For purposes of this Section, the following terms are defined as follows:
 - 1. "Commission" means the Commission on Human Rights and Opportunities;
 - 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for

- an improper purpose;
5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 9. "minority business enterprise" means any small contractor(1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability ; and
 10. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract , (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees

to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. Pursuant to subsection (c) of section 4a-60 a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: 

21. Artificial Intelligence

- a. During the Term, Contractor shall respond to Client Agency and DAS' information requests, no later than fifteen (15) Business Days from the date the Contractor receives a request, regarding (i) the use of Artificial Intelligence in any Deliverable or Performance by providing the data sets being collected and algorithms being used by the Contractor relating to such use, and (ii) the ongoing monitoring, assessment protocol and tools used by Contractor relating to the Artificial Intelligence used in any Deliverable or Performance. Contractor's response and data shall be delivered in a format acceptable to the Client Agency or DAS, as applicable.
- b. If during the Term Contractor introduces Artificial Intelligence functionality into a Deliverable or any portion of a Deliverable that was not originally included in the Deliverables or Performance, Contractor shall provide DAS and the Client Agency the option, in DAS and Client Agency's sole discretion, to opt in or opt out of that Artificial Intelligence. Contractor shall not implement any such Artificial Intelligence without DAS' and the Client Agency's prior express written authority. Notwithstanding the foregoing, Contractor shall, no later than fifteen (15) Business Days after receiving a written request from DAS or the Client Agency, provide Artificial Intelligence functionality including, but not limited to, data sources and algorithms for any Deliverable or Performance.
- c. No Artificial Intelligence used in a Deliverable or Performance shall (i) result in any unlawful discrimination against any individual or group of individuals, or (ii) have any unlawful disparate impact on any individual or group of individuals on the basis of any actual or perceived differentiating characteristic, including, but not limited to, age, genetic information, color, ethnicity, race, creed, religion, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, familial status, pregnancy, veteran status, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, or lawful source of income.
- d. The Contractor may fulfill Artificial Intelligence disclosure obligations by providing one or more of the following items of non-source level information as specified by the Client Agency (a) summary-level information describing the purpose and use of the Artificial Intelligence; (b) functional summaries explaining the Artificial Intelligence tasks performed and the general nature of the Artificial Intelligence inputs and outputs; (c) high-level descriptions of Artificial Intelligence data sources identifying general categories of data used; (d) Artificial Intelligence training inputs described at a general level as to the type and source of the information used to train or refine the Artificial Intelligence; (e) Artificial Intelligence algorithmic logic explained conceptually as to how inputs are processed to generate Artificial Intelligence outputs; or (f) similar non-source level information as may be more specifically required by the Client Agency.
- e. Nothing in this Section shall be construed to require the Contractor to disclose, transfer or provide access to any Contractor IP unless expressly agreed to in writing or as required by a court of competent jurisdiction.

22. Prohibition of Additional Terms of Use

- a. The Contractor shall not require, as a condition of access to or use of any Deliverable under this Contract, that the State or its authorized Users agree to or be bound by any terms of use, service terms, privacy policy, click-through agreement, shrink-wrap agreement, browse-wrap agreement, or any other form of supplemental, unilateral or online terms that are not already incorporated into this Contract (collectively, "Supplemental Terms").
- b. Any Supplemental Terms, whether presented before, during, or after delivery or access to or use of the Deliverables, are rejected and shall have no force or effect, regardless of any action or inaction of a User (including, but not limited to, clicking "I agree," opening a hyperlink, accessing a

website, or continuing use of a service).

- c. The Contractor may require the State or its Users to accept limitations on use only if those limitations are specifically set forth in, and are consistent with, all other terms of this Contract. No limitation on use shall be enforceable unless expressly previously agreed to in writing by the State.
- d. Imposing, or any attempt to impose, Supplemental Terms on the State or its Users constitutes a material breach of this Contract. This provision is governed by Connecticut law and does not limit any right or remedy available to the State under Connecticut law or this Contract.

23. Health Insurance Portability and Accountability Act of 1996

- a. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- c. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.
- d. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103.
- e. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- f. Definitions
 - 1. "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - 2. "Business Associate" shall mean the Contractor.
 - 3. "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - 4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - 5. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - 6. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - 7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - 8. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45

C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

9. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
10. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
11. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
12. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
13. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
15. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

g. Obligations and Activities of Business Associates.

1. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
2. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
3. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
5. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
6. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
7. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
8. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
11. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
12. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
13. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
14. In the event that an individual requests that the Business Associate
 - A. restrict disclosures of PHI;
 - B. provide an accounting of disclosures of the individual's PHI;
 - C. provide a copy of the individual's PHI in an electronic health record; or
 - D. amend PHI in the individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
15. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - A. The written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - B. The valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
16. Obligations in the Event of a Breach.
 - A. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is

discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- D. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- E. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- F. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Website and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- G. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- h. Permitted Uses and Disclosure by Business Associate.

1. General Use and Disclosure Provisions

Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2. Specific Use and Disclosure Provisions

- A. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- B. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

i. Obligations of Covered Entity.

- 1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

j. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

k. Term and Termination.

- 1. Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 2. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- B. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible.
- C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination.

- A. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- B. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

I. Miscellaneous Sections.

- 1. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- 2. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.
- 3. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- 4. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- 5. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- 6. Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use

and disclosure of PHI within its possession, custody or control.

7. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

24. Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

25. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

26. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

27. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

28. Purchase Orders

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.
- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.
- e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

29. Deliverable Evaluation, Acceptance and Ownership

- a. If any Deliverable furnished by Contractor under the terms of this Contract is subject to User Acceptance Testing ("UAT") then UAT for each Deliverable begins as of the date the Client Agency notifies the Contractor in writing that the Deliverable provided for UAT has been successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
 1. The Client Agency shall provide Contractor with (a) written notice that the Deliverable was delivered and/or installed and ready for UAT or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing delivery and/or installation.
 2. Contractor shall have five (5) Business Days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Client Agency shall review the corrected Deliverable and notify Contractor in writing of completion of delivery and/or installation of the Deliverable or rejection in accordance with the foregoing provisions of this Section.
 3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Client Agency to Contractor in accordance with subsection b below.
- b. After delivery and/or installation of each of the Deliverables required under the Contract, or a SOW, as applicable, the Client Agency shall perform UAT on the System. If the System has met the Acceptance Criteria during UAT, Client Agency shall implement the System in the Client Agency's production environment. If UAT for the System is successfully completed, the Client Agency shall in writing notify the Contractor of the Client Agency's Acceptance of the System,

and the date of such notice will be the Acceptance Date for the System.

- c. If requested by Contractor, Client Agency shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Client Agency, so long as such certificate does not amend, alter or modify in any way the terms of this Contract.
- d. The State shall own all Deliverables provided by Contractor under this Contract, subject to subparagraph e) below, and shall have the right to alter, modify, create derivative works, copy and distribute any Deliverable acquired under this Contract including any and all configuration, programming, inventions or improvements to computer programs or base software or both, specifically developed by the Contractor and paid for by the Client Agency pursuant to this Contract. The State shall retain all ownership rights to any such configuration, programming, inventions or improvements.
 - 1. The State shall own any inventions or improvements to Contractor IP, if such invention or improvement was developed in the Performance of this Contract and paid for by the State. Contractor shall have a perpetual license at no cost to use any such inventions or improvements to Contractor IP for Contractor's own or commercial purposes.

Nothing in this provision shall be construed as transferring to the State any ownership interest or rights to Contractor IP.

- e. The State shall have a nonexclusive, nontransferable, perpetual license to use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the State's business needs and operations if Contractor IP is provided to the State by Contractor in order to Perform any Services or provide any Deliverables required under this Contract.
- f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:
 - 1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
 - 2. Obtain for the Client Agency the right to continued use of the Deliverable; or
 - 3. If neither 1 nor 2 above is commercially reasonable, Client Agency shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Client Agency the fees paid for the Deliverable.
- g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Contract.

30. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private

information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Client Agency.

g. Reserved.

h. Reserved.

31. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

32. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;
2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices; and
5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

33. Contractor Responsibility

The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.

34. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties

that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; (2) Title 4a, Chapter 58 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

- k. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- l. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- m. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- n. none owes unemployment compensation contributions;
- o. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- p. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- q. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;
- r. each either owns or has the authority to use all the Deliverables;
- s. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- t. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- u. if any party shall procure any Deliverables, they shall sublicense such Deliverables and the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- v. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

35. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

36. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

37. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), then the Contractor, represents and warrants for itself and the Contractor Parties, that:

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or

interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

38. Reserved.

39. Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a

request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b

40. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

41. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

42. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

43. Americans with Disabilities Act

Contractor represents that it and Contractor's Performance complies, and during the Term, shall comply with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§12101 et seq, and with all other applicable federal and State laws concerning accessibility and nondiscrimination on the basis of disability. Failure of Contractor to satisfy this standard either now or during the Term constitutes a material breach of the Contract and entitles the State to exercise all remedies available under the Contract, the law and in equity. Contractor shall indemnify, defend and hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

44. Accessibility

- a. The Contractor shall ensure that all Deliverables provided under this Contract comply with all applicable federal and State accessibility laws and standards, including, without limitation, the Americans with Disabilities Act of 1990, as amended (ADA); section 504 and section 508 of the Rehabilitation Act of 1973; the Connecticut General Statutes; the State of Connecticut Accessibility & Inclusivity Policy for Websites and Digital Assets, which is found at the following link: [State of Connecticut Digital Accessibility Policy](#); and the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, which is found at the following link: <https://www.w3.org/TR/WCAG21/> or any successor standard adopted by the State during the Term.

- b. No later than 10 Business Days after receiving the State's written request or as specified in a Statement of Work, the Contractor shall provide accessibility documentation demonstrating the Deliverables' accessibility compliance, including, without limitation, the Accessibility Conformance Report (ACR) using the then current WCAG Voluntary Product Accessibility Template (VPAT) standards located at <https://www.itic.org/policy/accessibility/vpat>. Such documentation demonstrating accessibility compliance may be subject to disclosure under the Connecticut Freedom of Information Act, Conn. Gen. Stat. §§ 1-200, et seq. The Contractor shall cooperate fully with the State in responding to any FOIA request concerning accessibility compliance, and providing such information and delivering any instruments, documents and materials and take such other actions as the State may deem to be necessary or appropriate in order to comply fully as may be required pursuant to the FOIA.
- c. The Contractor shall also deliver an ACR every twelve (12) months beginning on the first anniversary of the Effective Date and continuing for the duration of the Term. The Contractor shall deliver such ACR for the Deliverables using the WCAG VPAT version in effect at the time of delivery.
- d. The Contractor shall maintain the Deliverables in continuous compliance with applicable accessibility requirements throughout the Term. If at any time during the Term, the Deliverables do not comply with the applicable accessibility requirements, Contractor shall, at no cost to the State, remediate the noncompliance within the time period specified by the State. The Contractor shall not be responsible for noncompliance resulting from the State's unauthorized use of, or material modification to, the Deliverables.
- e. The State's rights under this Section are cumulative and in addition to, and not in limitation of, any other rights or remedies available to the State under this Contract, at law, or in equity, including the right to require remediation, withhold payment, terminate for cause, seek indemnification, or pursue injunctive or equitable relief.
- f. Nothing in this Section requires the Contractor to disclose, transfer, or provide access to any Contractor IP unless expressly agreed to in writing or disclosure is required by a court of competent jurisdiction.

45. Environmentally Preferable Products

- a. If Contractor is providing Environmentally Preferable products (EPP) under this Contract, then, as to those products only, the Contractor shall throughout the Term: (1) maintain those Deliverables in continuous compliance with applicable EPP standards or guidelines as identified in the Solicitation and in Exhibit A, Deliverables; (2). use products that are energy-efficient, water-efficient, recycled-content, recyclable, biodegradable, low-toxicity, avoid known health risks, conserve natural resources, or are otherwise environmentally preferable, as applicable; and (3) minimize environmental impacts associated with packaging, transportation, use and disposal.
- b. No later than 10 Business Days after receiving the State's written request, Contractor shall deliver documentation validating that products represented as EPP comply with EPP standards, which documentation may include manufacturer certifications or product specifications. The State shall review the documentation and notify the Contractor whether it has or has not approved the form and content of such documentation validating EPP compliance. If the State determines not to approve the documentation, then the State shall in its notification to Contractor, explain the deficiencies in the documentation and identify the modifications or additions to the documentation that are necessary for the State to approve the documentation. The process of delivery by the Contractor and review by the State of the documentation continues until the State approves the documentation.

Exhibit 2
Connecticut Standard Terms

46. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)
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Start Date	End Date	Cost
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The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment