NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD AND SOFTWARE SOLUTIONS
Led by the State of **Utah**

Master Agreement #: **LS4978** *(hereinafter "Master Agreement")*

Contractor: **ACCENTURE LLP** *(hereinafter "Contractor")*

Participating State: **STATE OF HAWAII** *(hereinafter "Participating State")*

State of Hawaii, State Procurement Office (SPO) Vendor List Contract No. 26-13

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number LS4978 with Accenture LLP.

1. Scope: This addendum covers the Cloud and Software Solutions led by the State of Utah for use by state agencies and other entities located in the Participating State of Hawaii authorized by that State's statutes to utilize State contracts.

2. Participation: All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Wilhelmina van Beers
Address:	4767 Farmers Rd, Honolulu, HI, 96816
Telephone:	(808) 520-1734
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Participating State

Name:	Matthew Chow
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 96813
Telephone:	(808) 586-0577
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Email:	matthew.m.chow@hawaii.gov

4. Participating State Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State and its Entities.

[x] The following changes are modifying or supplementing the Master Agreement terms and conditions.

Changes:

A. eProcurement System and Marketplace

The State of Hawaii, State Procurement Office, has instituted a statewide eProcurement system, Aloha eBuys. Periscope Holdings, Inc. ("Periscope"), the State's eProcurement system provider, has implemented Aloha eBuys, which will allow Participating Entities to easily search and purchase from this price/vendor list contract. Therefore, Contractor acknowledges and agrees to the following, which requirements are separate from and additive to any of Contractor's requirements under the NASPO ValuePoint Master Agreement.

i. Remittance of the VCAF – On a quarterly basis, and at the same time as the submission of the Quarterly Sales Report per the above, the Contractor shall remit the VCAF via Automated Clearing House (ACH) transaction directly to Periscope using the Reconciler portal, or as otherwise reasonably directed by Periscope or the State, no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end September 30, December 31, March 31, and June 30 of each year. Periscope's or the State's receipt or acceptance of any Quarterly Sales Report and/or VCAF furnished pursuant to the Contract shall not preclude Periscope or the State from challenging the validity thereof at any time. Failure to remit the Quarterly Sales Report and/or VCAF timely and accurately may result in Contractor's goods and/or services being made ineligible for purchase through the Aloha eBuys marketplace. Continued non-compliance by the Contractor may result in the Contractor

being found in default of the Contract and, thus, may be subject to termination. Assistance with VCAF remittance is available from the Periscope Customer Service by email or telephone, which contact information shall be providing during Contractor's onboarding.

ii. Catalog Implementation – Contractor shall cooperate with State and/or Periscope as requested, including attendance of meetings, to include and maintain throughout the term an Aloha eBuys marketplace catalog of products and services consistent with and limited to the Contract items. Contractor may choose one of the following catalog options.

a. Hosted Catalog – Contractor shall provide a list of its awarded products and services (including product name, descriptions, images, relevant specifications, keyword search terms, etc.) and pricing consistent with the Contract and in the electronic format provided by Periscope. The product and service list may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. In order to maintain the most up-to-date version of the product and service list in compliance with Contract terms, Contractor must provide updated product and service pricing information via electronic format approved by Periscope at least annually but no more than four times per year or as otherwise permitted by the Contract.

b. Punchout Catalog – Contractor shall "punch out" to its own online catalog, provided that its own online catalog is capable of being integrated with the Aloha eBuys marketplace via Commerce eXtensible Markup Language. Contractor's punchout catalog may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. Contractor must validate its punchout catalog is current by providing a written update to Periscope every four (4) months (or as otherwise provided in the Contract), verifying that Contractor has audited the offered products and services and pricing.

c. Marketplace Presence – If the Contractor does not have a product listing to create a hosted or punchout catalog, they shall establish a marketplace presence that includes detailed Contractor information contact details, marketing materials, website URLs showcasing their awarded products and services, and any additional resources to assist buyers in making purchases. Any pricing displayed must be consistent with the prices listed in the contract, ensuring transparency and alignment for potential buyers.

Any price stated by Contractor under the Contract (including in its hosted or punchout catalog) shall be inclusive of the VCAF, and Contractor shall not reflect the VCAF as a separate line item on customer quotes and invoices.

Contractor shall 1) attend a vendor onboarding meeting with Periscope within thirty (30) days of the date of execution of this Amendment, and 2) complete upload of the hosted catalog or integration of the punchout catalog as well as the approval process(es) within ninety (90) calendar days of the date of execution of this Amendment. Contractor shall cooperate with State and Periscope for any other reasonable requests to ensure a catalog's accurate depiction of the Contract.

Any changes to Contractor's catalog permitted by the Contract must be pre-approved in writing by the State.

iii. Vendor and Contract Performance Reviews – The State and/or Periscope may reasonably request Contractor to participate virtually in an annual business review, for which review Contractor shall provide Contract sales information as well as marketing action plans, target strategies and staff training plans and requirements designed to grow utilization of the Contract. Periscope shall also provide and discuss Quarterly Sales Reporting and VCAF remittance compliance data.

iv. Retention and Inspection of Records and Audit – The Contractor shall keep records of all Sales in sufficient detail to enable the State or Periscope to determine the VCAF payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's Sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the VCAF, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and Periscope for the cost of the audit.

B. Quarterly Sales Reporting

The Contractor shall be required to submit a quarterly report documenting all Sales made under the Contract ("Quarterly Sales Report"). ''Sales'' shall mean total invoices for gross purchases, less any credits, taxes, regulatory fees, and separately stated shipping charges not included in unit prices, procured on or utilizing pricing and/or other terms of this Contract, regardless of the purchase process. The Quarterly Sales Report shall be submitted directly to Periscope using the Reconciler portal (Periscope's reporting tool to which a link shall be provided to Contractor), or otherwise as reasonably directed by Periscope or State. Quarterly Sales Report will include any periods less than a full calendar quarter if Amendment and/or Contract does not start at the first day of a quarter or end on the last day of the quarter.

Contractor shall submit one Quarterly Sales Report for each contract for each reporting period in accordance with the following schedule:

	Date Range	Due No Later Than
Fiscal Year, Quarter 1	July 1 – September 30	October 31
Fiscal Year, Quarter 2	October 1 – December 31	January 31
Fiscal Year, Quarter 3	January 1 – March 31	April 30
Fiscal Year, Quarter 4	April 1 – June 30	July 31

The Quarterly Sales Report must contain the following information:

i. Complete and accurate details of all Sales, credits, returns, refunds, and the like for the reporting quarter;
ii. Purchasing Participating Entity and type;
iii. Product/service description, unit price, quantity and total sale amount;
iv. Invoice number and date;
v. Total Vendor Collected Administrative Fee amount due for the reporting quarter. "Vendor Collected Administrative Fee (VCAF)" shall mean that for all Sales made under or utilizing the pricing or other terms of the Contract that have been invoiced, the Contractor shall remit a VCAF in the amount of one and one-half percent (1.5%) of all Sales to Periscope on behalf of the State;
vi. Such other information as the State and Periscope may reasonably request; and
vii. If no Sales were made during the reporting quarter, then a Quarterly Sales Report shall still be submitted showing zero Sales and zero VCAF due.

Initiation and submission of the Quarterly Sales Report are the responsibility of the Contractor without prompting or notification by Periscope or the State, and Periscope and the State assume no responsibility for any Contractor's failure to meet its sales reporting and fee remittance obligations. The State reserves the right to contact Contractor at any time to request that Contractor attest to the amounts reported to have been paid to them by Participating Entities.

The State and Periscope shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

C. Validity of this Addendum

Any of its terms or provisions, as well as the rights and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. The attached Exhibit A, Attorney General's General Conditions, is made part of this Addendum. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.

D. Inspection of Facilities

Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.

E. Campaign Contributions

The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.

F. Non-Mandatory

Purchases by State of Hawaii government entities under this Master Agreement are not mandatory. This addendum is non-exclusive and any conflict among documents shall follow the Order of Precedence described in the Master Agreement. If there is no Order of Precedence in the Master Agreement, it shall be as follows:

i. Hawaii Participating Addendum ("PA").
ii. Master Agreement, including all attachments thereto;
iii. A Purchase Order, Service Level Agreement, and/or Lease Agreement issued against the Master Agreement;
iv. The solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
v. Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

G. pCard

The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, School Facilities Authority, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than $2,500. For purchases of $2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

H. Compliance

Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.

i. Chapter 237, General Excise Tax Law;
ii. Chapter 383, Hawaii Employment Security Law;
iii. Chapter 386, Workers' Compensation;
iv. Chapter 392, Temporary Disability Insurance;
v. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance via HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date they are received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX). Vendors are also required to submit an approved document (i.e. Tax Clearance Report (TCR), Letter of Determination, etc.) from the Internal Revenue Service (IRS). Tax clearance certificates will have a scannable QR code that can be validated. This enables tax clearance certificates to be processed electronically and printed by the taxpayer. The QR code can be scanned using a web enabled device, such as a smart phone, to confirm authenticity and validity. A tax clearance certificate may be revoked by the Department when the taxpayer falls out of tax compliance.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: http://tax.hawaii.gov/forms/.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: http://labor.hawaii.gov/forms/.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) –

Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at http://cca.hawaii.gov/breg/.

I. Effective Date and Contract Period

This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

J. Licensing

Contractors must be properly licensed and capable of performing the Work as described in the Master Agreement, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain all required licenses through the duration of the contract and Participating Addendum.

K. Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and its Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

Coverage	**Limits**

Commercial General Liability (occurrence form)	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 per accident

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorize access/use of information, and identity theft) within limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

Each insurance policy required by this contract, including a Subcontractor's policy, shall contain the following clauses:

i. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

ii. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request, Contractor shall provide a copy of the policy or policies or shall allow the State to inspect a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all the remedies provided in this Addendum and Contract for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Addendum and Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price/vendor list.

L. Special Provisions for Purchases During Declared Disasters

The attached Exhibit B, Required FEMA Disaster Provisions are made part of this addendum. FEMA requires inclusion of certain provisions for the State to receive reimbursement.

M. Hawaii Information Technology Disability Access Standards

The attached Exhibit C, Hawaii Electronic Information Technology Disability Standards is made a part of this Addendum. All electronic information technology developed or provided under this contract or procurement shall comply with the applicable requirements of the Hawaii Electronic Information Technology Disability Access Standards (Access Standards).

N. If applicable, the Purchasing Agency shall specify in the applicable Purchase Order, Service Level Agreement, or Statement of Work/specifications the required GovRAMP status (e.g., Authorized, Provisionally Authorized, Ready, Core, or Progressing Snapshot Program) and any required overlays or supplemental compliance documentation for the Products and Services being procured.

- GovRAMP Requirements. The scope of this Participating Addendum is limited to only Products and Services meeting one of the following selected GovRAMP statuses:

  - ☐ Authorized Status: Authorized, also referred to as full authorization, is the highest verification level which shows that a product has a proven and complete security package that has been reviewed by a Third-Party Assessing Organization ("3PAO") to ensure compliance with the NIST 800-53 required controls by impact level. The GovRAMP Project Management Office ("PMO") provides independent validation and verification of the security package which is then reviewed by the Sponsoring body before full approval is granted. These products participate in monthly continuous monitoring. Contractor must provide proof of current GovRAMP Authorized Status for the applicable Product(s) and Service(s) in the form of a GovRAMP Letter. Participating Entity or a Purchasing Entity may also require supplementation of this status with an overlay (*e.g.*, CJIS overlay). If an overlay is required herein or in an Order, Contractor must provide proof of its compliance with the applicable requirements in the form of a GovRAMP Letter.

  - ☐ Provisionally Authorized Status: A product meets the Authorization requirements, but one or more of the following is true: one of the product's interconnected technologies is not GovRAMP or FedRAMP Authorized and/or during the PMO review, it is identified that one or more deficiencies exists that the PMO and Sponsoring Body agree could reasonably be

remediated through the issuance of a Plan of Action and Milestone entry and that those deficiencies do not materially affect the overall security posture of the product. These products also participate in monthly continuous monitoring. Contractor must provide proof of current GovRAMP Provisionally Authorized Status for the applicable Product(s) and Service(s) in the form of a GovRAMP Letter.

- ☐ Ready Status: A Ready status indicates that the product meets GovRAMP's Minimum Mandatory Requirements and most critical controls, with an annual readiness assessment completed by a 3PAO, along with monthly continuous monitoring requirements. Contractor must provide proof of current GovRAMP Ready Status for the applicable Product(s) and Service(s) in the form of a GovRAMP Letter.
- ☐ Core Status: The GovRAMP Core security status provides an early step in verified GovRAMP statuses to demonstrate the maturity of a cloud product's security program. This early step demonstrates achievement of baseline NIST 800-53 Rev. 5 controls and documentation requirements as assessed and validated by the GovRAMP PMO, along with quarterly continuous monitoring. Contractor must provide proof of current GovRAMP Core Status for the applicable Product(s) and Service(s) in the form of a GovRAMP Letter.
- ☐ Progressing Snapshot Program: The GovRAMP Progressing Security Snapshot Program is an ongoing security maturity assessment for cloud products based on the 40 most impactful NIST 800-53 Rev. 5 controls as determined by the MITRE ATT&CK® Framework. The Progressing Security Snapshot Program helps service providers begin their cybersecurity journey while offering governments an initial level of insight into the risk maturity of suppliers' cloud products on an ongoing basis. Snapshots are completed on a quarterly basis to show governments and Providers where the product is on its cyber maturity journey. Contractor must provide proof of enrollment in the form of a GovRAMP letter and the most recent Snapshot score letter for the applicable Product(s) and Service(s) and must submit ongoing verification of progress until a verified status is achieved.

Application of GovRAMP Requirements. Regardless of the status(es) selected, Contractor must provision access to Continuous Monitoring or Quarterly Progress Reports to the Participating Entity or Purchasing Agency, as applicable, for the duration of the Participating Addendum or Order, respectively.

5. Lease Agreements: Leasing is not authorized by this Addendum.

6. Subcontractors: Subcontractors are not allowed under this Addendum.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Freight Charges (unless otherwise stated in the master contract): Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions: All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Vendor List Contract No. 26-13 and the NASPO ValuePoint Master Agreement Number LS4978.

   Purchase Orders and Payments shall be made to Accenture LLP.

10. Invoices and Payment Instructions: Contractor(s) shall forward original invoice(s), directly to the ordering agency. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

    County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at http://tax.hawaii.gov/geninfo/countysurcharge.

    Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

11. Participating Entity as Individual Customer: Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights

to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

12. Entire Contract: This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties, and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations, or agreements whether, oral or written, with respect to the subject matter hereof.

    Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF HAWAII	Contractor: ACCENTURE LLP
Signature:	Signature:
Name: BONNIE KAHAKUI	Name: TAMARA FIELDS
Title: Administrator, SPO	Title: Public Service Industry Lead
Date: 07/23/2026	Date: 07/23/2026

APPROVED AS TO FORM:

Jung Min Lee 07/23/2026

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Nick Hughes
Telephone:	
Email:	nhughes@naspo.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

   b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

   c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

   d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

   e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

   f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

(1) The Assignee assumes all of the CONTRACTOR'S obligations;

(2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and

(3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

(1) Cancel the stop performance order; or

(2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

(1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and

(2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

(1) Any completed goods or work product; and

(2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

(1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

(2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.

(3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:

(A) Contract prices for goods or services accepted under the Contract;

(B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);

(D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

(4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

(3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

(4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.

c. Prompt payment.

(1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

(2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

(A) Changes in the work within the scope of the Contract; and

(B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.

d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.

f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least $25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.

h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

(1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.

c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.

d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the Contract or subsequently agreed upon;

(3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

(4) In such other manner as the parties may mutually agree; or

(5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

(1) Description of performance (Attachment 1);

(2) Time of performance (i.e., hours of the day, days of the week, etc.);

(3) Place of performance of services;

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.

c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

    a. The cost or pricing data, and

    b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over $100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

    If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

    (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

    (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.

36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.

38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

(1) Social security number;

(2) Driver's license number or Hawaii identification card number; or

(3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

(1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.

(2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

(3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

(4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

(5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.

(6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

(1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

(2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

(1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

(2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

SPECIAL PROVISIONS
(REQUIRED FEMA DISASTER PROVISIONS)
Updated 02/19/2026

1. Administrative, Contractual, or Legal Remedies. For all contracts equal to or exceeding the Simplified Acquisition Threshold, set by the Civilian Acquisition Council and the Defense Acquisition Regulations Council pursuant to 48 CFR Part 2 and 41 U.S.C. 1908, Contractor agrees to be bound by the administrative, contractual, or legal remedies set forth in the State of Hawaii, General Conditions (AG-008), which govern contractors' violation or breach of contract terms and appropriate sanctions and penalties.

2. Termination for Cause and for Convenience. For all contracts in excess of $10,000, Contractor agrees to be bound by the termination for cause and for convenience provisions set forth in the State of Hawaii, General Conditions (AG-008).

3. Equal Employment Opportunity. If this contract is for construction, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:
   A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
   B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
   C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
   D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding,

a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (3) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis-Bacon Act. If the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, is applicable to this Contract, the Contractor shall comply with all applicable provisions of the Act and shall pay all laborers and mechanics employed under this Contract wages at rates not less than those contained in the applicable wage determination issued by the U.S. Department of Labor and incorporated into this Contract. Such wages shall be paid not less frequently than once weekly, in accordance with 40 U.S.C. § 3142. The Contractor shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, and the U.S. Department of Labor regulations at 29 C.F.R. Parts 1, 3, and 5. The Contractor shall not induce, by any means, any person employed in the construction, prosecution, completion, or repair of public work to give up any part of the compensation to which the person is otherwise entitled. All suspected or reported violations of the Davis-Bacon Act or the Copeland Anti-Kickback Act shall be referred to the U.S. Department of Labor, Wage and Hour Division, in accordance with applicable federal requirements. The contractor shall include these labor standards provisions in all subcontracts at any tier and shall be responsible for compliance

by any subcontractor or lower-tier subcontractor with all applicable Davis-Bacon and Copeland Act requirements.

5. Contract Work Hours and Safety Standards Act. If this contract in excess of $100,000 and is subject to the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–3708, the Contractor shall comply with all applicable provisions of that Act and the U.S. Department of Labor regulations implementing it. Pursuant to 40 U.S.C. § 3702, the Contractor shall compute the wages of every laborer and mechanic employed on the Contract on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Clean Air Act and Federal Water Pollution Control Act. Contractor agrees to comply with paragraph 40 (Pollution Control) of the State of Hawaii, General Conditions (AG-008), and all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Energy Efficiency. To the extent applicable to this contract, Contractor agrees to comply with all applicable mandatory standards and policies relating to energy efficiency of the State.

8. Excluded Parties List System. Contractor understands and agrees that if Contractor is listed on the government-wide Excluded Parties List System in the System for Award Management at www.SAM.gov as suspended or debarred, Contractor cannot be awarded this contract.

9. Byrd Anti-Lobbying Amendment. If this Contract is funded in whole or in part with federal funds and exceeds $100,000, the Contractor shall comply with the requirements of 31 U.S.C. § 1352 and the implementing regulations at 31 C.F.R. Part 21. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Recovered and Recycled Materials. To the extent applicable to this contract, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.323.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. To the extent applicable, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.216.

12. Domestic Preferences for Procurements. To the extent applicable, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.322.

Hawaii Electronic Information Technology Disability Access Standards

Published By: The Department of Accounting and General Services, Office of Enterprise Technology Services, & the
Disability and Communication Access Board

Effective Date: April 20, 2026
Version 1.2

Revision History

Revision Number	Date	Revised By	Description of Changes
1.0	01/01/2025	ETS/DCAB	Initial release
1.1	01/22/2025	ETS/DCAB	Minor wording, diacritical mark, and formatting changes
1.2	04/21/2026	ETS/DCAB	DOJ compliance deadline updated to the extended date of April 26, 2027; corrected the effective date of DOJ rule; expanded hyperlinks for printability; minor appendix edits

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Purpose

The State of Hawaiʻi is committed to providing individuals with disabilities access to electronic information technology (EIT) equivalent to access provided to individuals without disabilities.

The purpose of the Hawaii Electronic Information Technology Disability Access Standards, henceforth referred to as the Access Standards, is to establish minimum accessibility requirements to ensure that all electronic information technology developed, purchased, used, or provided by a state entity are made accessible to individuals with a disability.

Scope

These Access Standards apply to all state entities: the executive, legislative, and judicial branches of the State, including its departments, divisions, agencies, offices; public bodies; public elementary, secondary, and postsecondary schools; and the University of Hawaiʻi. State entities that contract with other entities to provide public service have an obligation to ensure that their contractors comply with these Access Standards.

These Access Standards apply to all EIT developed, purchased, used, or provided by a state entity, and all substantial modifications made by a state entity to EIT. Electronic information technology means electronic information, software, systems, and equipment used in the creation, manipulation, storage, display, or transmission of data, including: (1) Internet and intranet systems; (2) Websites and interfaces; (3) Software applications; (4) Operating systems; (5) Video and multimedia; (6) Telecommunication products; (7) Electronic and digital kiosks; (8) Information transaction machines; (9) Copiers and printers; and (10) Desktop and portable computers.

Background

Section 504 of the Rehabilitation Act of 1973 is a United States federal law that prohibits discrimination on the basis of disability in programs and activities that receive federal financial assistance.

Section 508 of the Rehabilitation Act requires federal agencies to make their electronic and information technology (EIT), also referred to as information and communication technology (ICT), accessible to people with disabilities. The law (29 U.S.C. § 794 (d)) applies to all federal agencies when they develop, procure, maintain, or use EIT. Under Section 508, access must be comparable to that available to employees and members of the public without disabilities.

The federal Americans with Disabilities Act (ADA) of 1990 extended anti-discrimination protections to various sectors beyond those covered by federal funding, including state and local governments. ADA Title II covers public services and accommodations.

Regulations issued by the U.S. Department of Justice (DOJ) on April 24, 2024, revised the ADA Title II regulations to specify that the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA is the technical standard for state and local governments' web content and mobile apps.

In 2022, Hawaiʻi State Senate Bill 2144 was passed into law as Act 172, requiring the Office of Enterprise Technology Services, in consultation with the Disability and Communication Access Board and a working group composed of stakeholders, to develop and publish electronic information technology (EIT) accessibility standards to be implemented by all state entities.

The accessibility standards, referred to as the Hawaii Electronic Information Technology Disability Access Standards, shall require that all electronic information technology developed, purchased, used, or provided by a state entity be made accessible to individuals with a disability, consistent with federal standards to implement section 508 of the Rehabilitation Act of 1973, as amended, and the web access standards issued by the World Wide Web Consortium Web Accessibility Initiative, including functional performance criteria and technical requirements for accessibility.

Authorities

A. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) https://www.govinfo.gov/content/pkg/USCODE-2011-title29/html/USCODE-2011-title29-chap16-subchapV-sec794d.htm
B. Americans with Disabilities Act of 1990, As Amended (42 U.S.C. §§ 12101–12213) https://www.ada.gov/law-and-regs/ada/
C. Act 172, Session Laws of Hawaiʻi 2022 – Relating to Electronic Information Technology Accessibility for Persons with Disabilities https://www.capitol.hawaii.gov/sessions/session2022/bills/GM1273_.PDF
D. DOJ Rule, Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities (28 C.F.R. Part 35 Subpart H) https://www.ecfr.gov/current/title-28/chapter-I/part-35/subpart-H/section-35.200

Dates

Effective Date of DOJ Rule: June 24, 2024.
Effective Date of DOJ Interim Final Rule: April 20, 2026.

Extension of Compliance Date: In accordance with 28 C.F.R. § 35.200 (DOJ Rule), a public entity with a total population of 50,000 or more shall ensure compliance with DOJ Interim Final Rule by April 26, 2027 (extended from April 24, 2026).

DOJ Rule, 28 C.F.R. § 35.200 Requirements for web and mobile accessibility:
https://www.ecfr.gov/current/title-28/chapter-I/part-35/subpart-H/section-35.200

DOJ Interim Final Rule on Extension of Compliance Date:
https://www.federalregister.gov/documents/2026/04/20/2026-07663/extension-of-compliance-dates-for-nondiscrimination-on-the-basis-of-disability-accessibility-of-web

Roles and Responsibilities

A. The Office of Enterprise Technology Services (ETS) Chief Information Officer (CIO):
    a. Oversees development and publication of the Hawaii Electronic Information Technology Disability Access Standards.
    b. Provides vision and direction for ensuring that electronic information technology (EIT) developed, purchased, used, or provided by a state entity is accessible to individuals with a disability.

   c. Reviews the Access Standards every three years after the date of initial publication, or more frequently if deemed necessary by the ETS CIO, and amends the Access Standards to reflect advances or changes in electronic information technology.

B. The Disability and Communication Access Board (DCAB):
   a. Provides ETS CIO consultation to develop and publish the Access Standards.
   b. Provides ETS CIO consultation to carry out the triennial Access Standards review and amendments.
   c. Provides guidance to state agencies regarding the Access Standards.

C. Department/Agency Director (or equivalent or designee):
   a. No later than 6 months after publication of the Access Standards, review the Access Standards and revise their department's/agency's procurement and development rules, policies, and procedures to incorporate the Access Standards.
   b. No later than 6 months after the publication of any amendment, review the Access Standards and revise their department's/agency's procurement and development rules, policies, and procedures to incorporate the Access Standards.
   c. Ensure conformance to the Access Standards.
   d. Ensure the relevant Access Standards compliance language is included in all contractual actions for electronic information technology items and services.

D. Department/Agency ADA Coordinators:
   a. Receive and process grievances alleging discrimination on the basis of disability.

E. Department/Agency EEO Officer (or equivalent):
   a. Receive and process employee grievances alleging discrimination on the basis of disability.

Functional Performance Criteria and Technical Requirements

Act 172, Session Laws of Hawai'i (SLH) 2022, requires the Access Standards to be consistent with (1) accessibility standards issued by the United States Access Board which implement Section 508 of the Rehabilitation Act of 1973, as amended, and (2) web access standards issued by the World Wide Web Consortium Web Accessibility Initiative.

All electronic information technology that is procured, developed, maintained, or used by state entities shall conform to the following:

A. Section 508 Standards (36 C.F.R. Part 1194)
   a. Appendix A to 36 C.F.R. Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements
      https://www.access-board.gov/ict/#E101-general
   b. Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements
      https://www.access-board.gov/ict/#301-general

B. Web Content Accessibility Guidelines (WCAG) 2.1 Level A and AA (https://www.w3.org/TR/WCAG21/) or a subsequent version as adopted by the United States Access Board or Department of Justice.

Section 508 Standards

Under Section 508 of the Rehabilitation Act of 1973, as amended, federal agencies must provide individuals with disabilities, including employees and members of the public, access to information comparable to access available to others.

The functional performance criteria under Section 508 are as follows:

- **Without Vision:** Where a visual mode of operation is provided, information and communication technology (ICT) shall provide at least one mode of operation that does not require user vision.
- **With Limited Vision:** Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.
- **Without Perception of Color:** Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
- **Without Hearing:** Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
- **With Limited Hearing:** Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
- **Without Speech:** Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
- **With Limited Manipulation:** Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
- **With Limited Reach and Strength:** Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.
- **With Limited Language, Cognitive, and Learning Abilities:** ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

Please refer to the Appendix for a full extract of *Appendix C to Part 1194—Functional Performance Criteria and Technical Requirements* of the Section 508 of the Rehabilitation Act.

WCAG 2.1 Level A and AA

The WCAG 2.1 Level A and AA will make web content more accessible to people with disabilities, including people with visual, auditory, physical, speech, cognitive, language, learning, and neurological disabilities. Although WCAG 2.1 Level A and AA cover a wide range of issues, they are not able to address the needs of people with all types, degrees, and combinations of disability. WCAG 2.1 Level A and AA also make web content more usable by older individuals with changing abilities due to aging and often improve usability for users in general.

The basic principles that lay the foundation necessary for anyone to access and use web content are as follows:

1. **Perceivable** - Information and user interface components must be presentable to users in ways users can perceive.
    - This means that users must be able to perceive the information being presented (it cannot be invisible to all of their senses).
2. **Operable** - User interface components and navigation must be operable.

    - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform).
3. **Understandable** - Information and the operation of user interface must be understandable.
    - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding).
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
    - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible).

Exceptions

Electronic information technology (EIT) may be exempt from the Disability Access Standards as specified by the U.S. Access Board at the following website: https://www.access-board.gov/ict/#E202-general-exceptions. Exceptions applicable at the federal level apply to the state with the implementation of the Access Standards.

The Access Standards shall not require the installation of specific accessibility-related software or peripheral devices at the workstation of an employee who is not an individual with a disability; the Access Standards require all workstation technology used by a state entity to be compatible with accessibility-related software and peripheral devices.

Section 508 E202 General Exceptions

- **E202.1 General** – Information and communication technology (ICT) shall be exempt from compliance with the Revised 508 Standards to the extent specified by E202.
- **E202.2 Legacy ICT** – Any component or portion of existing ICT that complies with an earlier standard issued pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (as republished in Appendix D), and that has not been altered on or after January 18, 2018, shall not be required to be modified to conform to the Revised 508 Standards.
- **E202.3 National Security Systems** – The Revised 508 Standards do not apply to ICT operated by agencies as part of a national security system, as defined by 40 U.S.C. 11103(a).
- **E202.4 Federal Contracts** – ICT acquired by a contractor incidental to a contract shall not be required to conform to the Revised 508 Standards.
- **E202.5 ICT Functions Located in Maintenance or Monitoring Spaces** – Where status indicators and operable parts for ICT functions are located in spaces that are frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment, such status indicators and operable parts shall not be required to conform to the Revised 508 Standards.
- **E202.6 Undue Burden or Fundamental Alteration** – Where an agency determines in accordance with E202.6 that conformance to requirements in the Revised 508 Standards would impose an undue burden or would result in a fundamental alteration in the nature of the ICT, conformance shall be required only to the extent that it does not impose an undue burden, or result in a fundamental alteration in the nature of the ICT.
- **E202.6.1 Basis for a Determination of Undue Burden** – In determining whether conformance to requirements in the Revised 508 Standards would impose an undue burden on the agency, the

agency shall consider the extent to which conformance would impose significant difficulty or expense considering the agency resources available to the program or component for which the ICT is to be procured, developed, maintained, or used.

- **E202.6.2 Required Documentation** – The responsible agency official shall document in writing the basis for determining that conformance to requirements in the Revised 508 Standards constitute an undue burden on the agency, or would result in a fundamental alteration in the nature of the ICT. The documentation shall include an explanation of why and to what extent compliance with applicable requirements would create an undue burden or result in a fundamental alteration in the nature of the ICT.
- **E202.6.3 Alternative Means** – Where conformance to one or more requirements in the Revised 508 Standards imposes an undue burden or a fundamental alteration in the nature of the ICT, the agency shall provide individuals with disabilities access to and use of information and data by an alternative means that meets identified needs.
- **E202.7 Best Meets** – Where ICT conforming to one or more requirements in the Revised 508 Standards is not commercially available, the agency shall procure the ICT that best meets the Revised 508 Standards consistent with the agency's business needs.
- **E202.7.1 Required Documentation** – The responsible agency official shall document in writing: (a) the non-availability of conforming ICT, including a description of market research performed and which provisions cannot be met, and (b) the basis for determining that the ICT to be procured best meets the requirements in the Revised 508 Standards consistent with the agency's business needs.
- **E202.7.2 Alternative Means** – Where ICT that fully conforms to the Revised 508 Standards is not commercially available, the agency shall provide individuals with disabilities access to and use of information and data by an alternative means that meets identified needs.

DOJ Rule Exceptions

The requirements of 28 C.F.R. § 35.200 do not apply to the following:

A. **Archived web content** - Archived web content as defined in 28 C.F.R. § 35.104.
B. **Preexisting conventional electronic documents** - Conventional electronic documents that are available as part of a public entity's web content or mobile apps before the date the public entity is required to comply with this subpart, unless such documents are currently used to apply for, gain access to, or participate in the public entity's services, programs, or activities.
C. **Content posted by a third party** - Content posted by a third party, unless the third party is posting due to contractual, licensing, or other arrangements with the public entity.
D. **Individualized, password-protected or otherwise secured conventional electronic documents**. Conventional electronic documents that are:
    1. About a specific individual, their property, or their account; and
    2. Password-protected or otherwise secured.
E. **Preexisting social media posts** - A public entity's social media posts that were posted before the date the public entity is required to comply with this subpart.

28 C.F.R. § 35.201 Exceptions:
https://www.ecfr.gov/current/title-28/chapter-I/part-35/subpart-H/section-35.201

28 C.F.R. § 35.104 Definition of Archived web content:

https://www.ecfr.gov/current/title-28/chapter-I/part-35/subpart-A/section-35.104

Accessibility Recommendations

The best strategy to address accessibility compliance involves a comprehensive and proactive approach, which includes planning and accessibility testing throughout the product lifecycle. To ensure that state entities implement the accessibility standards, the following recommendations for planning, reporting, monitoring, and enforcement should be considered.

Incorporate Accessibility Early in the IT Project Roadmapping and Planning Phases

State entities must consider the Access Standards in all IT project plans that include an investment in new or existing electronic information technology.

- Accessibility requirements must be included in the project specifications of new systems, especially in the modernization of major systems, and be evaluated throughout any major enhancements of existing systems during the design and development phases.
- Governing IT entities and/or IT management shall provide reference to the Access Standards to the state entities during IT governance roadmapping and planning phases for IT projects.

Incorporate Accessibility in the Procurement Phase

No later than six months after the publication of the Access Standards, each state entity shall review the standards and revise the entity's existing procurement rules, policies, and procedures to incorporate the standards.

- To ensure compliance, state entities shall include a requirement similar to the following whenever procuring information technology:

  All electronic information technology developed or provided under this contract or procurement shall comply with the applicable requirements of the Hawaii Electronic Information Technology Disability Access Standards (Access Standards).

- State entities must clearly communicate the expectation that vendors and contractors are held to the Access Standards.
- State entities shall keep documentation of their accessibility evaluation and selection criteria for the evaluation of proposals.
- Where applicable, the vendor shall provide the state entity with its most recent Accessibility Conformance Report (ACR).

Voluntary Product Accessibility Template (VPAT®)

A Voluntary Product Accessibility Template (VPAT®) (https://www.section508.gov/sell/acr/) is a document that explains how information and communication technology (ICT) products such as software, hardware, electronic content, and support documentation meet (conform to) the Revised 508 Standards for IT accessibility. VPAT® helps Federal agency contracting officials and government buyers to assess ICT for accessibility when doing market research and evaluating proposals.

Government solicitations which include ICT will specify accessibility requirements, indicating which provisions are required to ensure the deliverable is accessible. A VPAT® is a good way to address the accessibility requirements defined in the solicitation.

Establish Monitoring and Reporting Mechanisms

Implement a system for ongoing monitoring of EIT accessibility and establish reporting mechanisms that can show conformance status over time.

- **Automated Accessibility Testing and Reporting:** Implement automated accessibility testing tools that can scan state websites, applications, and documents for common accessibility issues. These tools can help identify potential problems without requiring extensive manual effort.
    - Acquire access to the Siteimprove - https://siteimprove.com/en-us/content-accessibility/ automated evaluation tool via ETS. The state has a license to use Siteimprove for all Hawaii.gov websites.
- **Compliance Reporting:** Establish a system for agencies and departments to regularly report on their compliance with accessibility standards. This involves documenting efforts made, progress achieved, and any identified challenges or areas for improvement.
- **Complaint and Grievance Process:** Develop and publish grievance procedures to allow anyone who wishes to file a complaint alleging discrimination on the basis of disability in violation of the standards set forth in the Access Standards. Identify an entity resource, such as an agency ADA Coordinator or EEO Officer to manage the complaints and ensure fair and prompt resolution.

Conduct Periodic Accessibility Reviews

State entities shall perform regular accessibility audits and testing throughout the product lifecycle, identify issues for review and remediation, evaluate the impact and risk of each issue to appropriately prioritize remediation efforts, and to iteratively improve the conformance levels of the EIT.

- **Accessibility Audits:** Leverage automated testing tools to generate periodic accessibility reports.
    - To get started with website content accessibility evaluation, the departmental content creators can first use the W3C-provided Easy Checks preliminary evaluation procedure, explained at https://www.w3.org/WAI/test-evaluate/preliminary/. This preliminary procedure is particularly useful for content creators with no prior experience in authoring accessible web content.
    - Incorporating hands-on testing by individuals with disabilities into the digital accessibility process adds significant value by providing real-world insights that automated tools or theoretical reviews may overlook. This inclusive approach ensures that digital products are truly usable for all people, not just technically compliant. By involving individuals with diverse disabilities in testing, state entities can better understand the challenges they face and validate the compatibility of our products with various assistive technologies like screen readers or voice control systems. Ultimately, this leads to more user-centered designs, a stronger commitment to accessibility, and improved overall user experience for everyone.
- **Compliance Reviews:** State entities must report the level of conformance of EIT systems to their governing IT entities or IT management so that accessibility conformance can be tracked and analyzed.

- **Accessibility Remediation Plans:** Create a plan to address accessibility issues identified within audits, reviews, and reports and prioritize the high-risk issues.

Provide Training and Awareness

- Encourage accessibility training for acquisition professionals, IT project managers, communications staff, web managers, software developers, and authors of digital content.
- Accessibility statements adhering to the Access Standards shall be made available, where appropriate, on state entity websites. Each entity shall craft a message highlighting the agency's commitment to ensuring equivalent access to information for people with disabilities, and include a reference to the Access Standards, a program point of contact or a method to request assistance or provide feedback, and the date the statement was last updated.

Continuously Improve

- **Periodic review of the Access Standards:** ETS, in consultation with DCAB, shall review the accessibility standards every three years after the date of the initial publication, or more frequently if the Chief Information Officer deems it necessary, and amend the standards to reflect advances or changes in electronic information technology. Within six months of the publication of any amended accessibility standards, each state entity shall review the amended standards and shall revise the entity's existing procurement and development rules, policies, and procedures to incorporate the amended standards accordingly.
- **User Feedback Mechanisms:** Set up mechanisms for users, including individuals with disabilities, to provide feedback on the accessibility of state websites, applications, and services. This may involve implementing feedback forms, contact information, or dedicated accessibility service centers. Monitoring and responding to user feedback may require a moderate amount of labor, but is crucial for gathering valuable insights.
- **Engage with the Accessibility Community:** Involve individuals with disabilities, disability advocacy groups, and accessibility experts in the design, development, and testing phases. Their insights and feedback are invaluable for identifying accessibility barriers, ensuring that the EIT is truly inclusive, and that the state's efforts are meeting the needs of the community.

Definitions

Accessibility - means the ability of an individual with a disability to receive, use, and manipulate data and operate controls included in electronic information technology in a manner equivalent to that of individuals who do not have disabilities.

Accessibility Conformance Report (ACR) - is a document that formally summarizes the extent to which an information and communications technology (ICT) product or service conforms to an agreed set of international accessibility guidelines and standards.

Electronic Information - is information that is created, stored, transmitted, or processed in an electronic format. This can include, but is not limited to:

(1) Electronic documents, files, and data;
(2) Emails, text messages, and faxes;
(3) Databases, spreadsheets, and programs;
(4) Image, sound, and video files; and

(5) Web pages and information submitted online.

Electronic Information Technology (EIT) - also referred to as information and communication technology (ICT) as defined by Section 508 (https://www.access-board.gov/ict/#E103-definitions) means electronic information, software, systems, and equipment used in the creation, manipulation, storage, display, or transmission of data, including:

(1) Internet and intranet systems;
(2) Websites and interfaces;
(3) Software applications;
(4) Operating systems;
(5) Video and multimedia;
(6) Telecommunication products;
(7) Electronic and digital kiosks;
(8) Information transaction machines;
(9) Copiers and printers; and
(10) Desktop and portable computers.

Individual with a disability - means an individual with impairments that limit the individual's ability to access or use electronic information technology, including an individual who has:

(1) No or limited vision;
(2) No or limited hearing;
(3) Physical disabilities; or
(4) Cognitive impairment

State entity - means the executive, legislative, and judicial branches of the State, including its departments, divisions, agencies, offices; public bodies; public elementary, secondary, and postsecondary schools; and the University of Hawai‘i.

References and Additional Resources

- U.S. General Services Administration (GSA) IT Accessibility Laws and Policies https://www.section508.gov/manage/laws-and-policies/
- Accessibility of Web Content and Mobile Apps Provided by State and Local Government Entities: A Small Entity Compliance Guide https://www.ada.gov/resources/small-entity-compliance-guide/
- PDFs Authoring Guides https://www.section508.gov/create/pdfs/authoring-guides/
- ICT Testing Baseline for Electronic Documents https://ictbaseline.access-board.gov/document-baselines/
- Create Accessible Meetings https://www.section508.gov/create/accessible-meetings/
- Mapping of WCAG 2.0 to Functional Performance Criteria https://www.section508.gov/develop/mapping-wcag-to-fpc/
- What’s New in WCAG 2.1 https://www.w3.org/WAI/standards-guidelines/wcag/new-in-21/

- Developing a Website Accessibility Statement
  https://www.section508.gov/manage/laws-and-policies/website-accessibility-statement/

Appendix

Appendix C to Part 1194 – Functional Performance Criteria of Section 508 of the Rehabilitation Act

The functional performance criteria provided below are an extract from *Appendix C to Part 1194—Functional Performance Criteria and Technical Requirements* of Section 508 of the Rehabilitation Act.

Source: https://www.ecfr.gov/current/title-36/chapter-XI/part-1194/appendix-Appendix%20C%20to%20Part%201194

Chapter 3: Functional Performance Criteria

301 General

- **301.1 *Scope.*** The requirements of Chapter 3 shall apply to ICT where required by Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of these Standards.

302 Functional Performance Criteria

- **302.1 *Without Vision.*** Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.
- **302.2 *With Limited Vision.*** Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.
- **302.3 *Without Perception of Color.*** Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
- **302.4 *Without Hearing.*** Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
- **302.5 *With Limited Hearing.*** Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
- **302.6 *Without Speech.*** Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
- **302.7 *With Limited Manipulation.*** Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
- **302.8 *With Limited Reach and Strength.*** Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.
- **302.9 *With Limited Language, Cognitive, and Learning Abilities.*** ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

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Contract # **LS4978**

STATE OF UTAH COOPERATIVE CONTRACT

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

Accenture LLP		
Name		
500 Madison Street		
Address		
Chicago	IL	60661
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Chad Smith Phone # (410) 215-4141 Email j.c.smith@accenture.com
Vendor #VC226566 Commodity Code #92005

2. CONTRACT PORTFOLIO NAME: Cloud and Software Solutions

3. PROCUREMENT: This Contract is entered into as a result of Solicitation #BP24-1.

4. CONTRACT PERIOD: Effective Date: 9/16/2026 Termination Date: 9/15/2036 unless terminated early or extended in accordance with the terms and conditions of this Contract. Renewal options (if any): None.

5. Prompt Payment Discount (if any): None. Price Guarantee Period (if any): Minimum Percentage Discount: Life of the contract
Direct Service Provide Pricing: 1 year

6. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing Catalog
ATTACHMENT D: Contractor's Response to Solicitation
ATTACHMENT E: End User Agreements
ATTACHMENT F: 3rd Party Provider Agreement Template
ATTACHMENT G: IRS Publication 1075 Exhibit 7
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
   b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation. Both the solicitation and Contractor's response to the solicitation, while not included as a listed attachment to the Master Agreement above, will both be available on the NASPO website for transparency less any information marked as confidential by the Contractor at the time of submission

8. Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal Contract binding on the parties and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

DocuSigned by:
Andrew T. Lindsey
38E08D645C56412...
Contractor's Signature

Andrew T. Lindsey — Print Name
Managing Director — Title
4/24/2026 — Date

STATE

DocuSigned by:
C38BE9DAC528424...
Director, Division of Purchasing

4/28/2026
Date

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ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

Negotiated 1.3, IX.4, X.2, X.3, XII.2, XII.3, XII.4, XIII.3.2, XIII.5, and XIII.6.

Attachment A.1 A. Software as a Service 1f, 1j, 3, 3a, 3c, 3d, 4, 6a, 6c, 7, 8a, 8c, 9, 9a, 9b, 10, 12, 13, 19, 19c, 19d, 22, and 28a.

Attachment A.1 B. Platform as a Service 1f, 1j, 3, 3a, 3c, 3d, 4, 6a, 6c, 7, 8a, 8c, 9, 9a, 9b, 10, 12, 13, 19, 19c, 19d, 22, and 28a.

Attachment A.1 C. Infrastructure as a Service 1f, 1j, 3, 3a, 3c, 3d, 4, 6a, 6c, 7, 8a, 8c, 9, 9a, 9b, 10, 12, 13, 19, 19c, 19d, 22, and 28a.

I. Definitions

1.1 **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. Contractor also includes its Fulfillment Partners, employees, Subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement. Contractor does not include Third-party Providers.

1.2 **Data** means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

For a more granular and complete definition of “Data” as it pertains to SaaS, PaaS, and IaaS solutions, see Section A.1 at the end of the NASPO ValuePoint Master Agreement Terms and Conditions.

1.3 **Data Breach** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Purchasing Entity Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of such Non-Public Data or Personal Data, or affects the ability of Purchasing Entity to access its Non-Public Data or Personal Data.

1.4 **Data Categorization** means the systematic process of classifying and organizing Data based on its sensitivity, value, and the level of risk associated with its handling, storage, and transmission. This process involves assessing Data to determine its impact on security, privacy, and compliance requirements. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

1.5 **Data Ownership and Protection** is defined in section A.1 for SaaS, PaaS, and IaaS. On-Prem will be defined on a case-by-case basis by any Purchasing Entity seeking an on-prem solution.

1.6 **Disabling Code** means computer instructions or programs, subroutines, code, instructions, Data or functions, including but not limited to:

a. Viruses

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b. Worms
c. Date bombs or time bombs
d. Programs or code that self-replicate without manual intervention
e. Instructions programmed to activate at a predetermined time or upon a specified event
f. Trojan horses, defined as programs claiming to do a meaningful function but designed for a different function.
g. Any other malicious software or Data that alters, destroys, inhibits, damages, interrupts, interferes with, or hinders the operation of the Purchasing Entity's software, applications, and/or its end-user processing environment, the system in which it resides, or any other software or Data on such a system or any other system with which it is capable of communicating.

1.7 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.8 **End User Agreement** means any agreement or additional terms and conditions that Purchasing Entities are required to sign or accept with Contractor, Fulfillment Partner, or Third-party Provider in order to participate in this Master Agreement and/or receive a Product, including an End User License Agreement (EULA), customer agreement, memorandum of understanding, lease agreement, Contractor's order form, terms of use, or any other named document to the same effect. End User Agreements must contain a clear reference to the Master Agreement including the name of the Contractor and Master Agreement number by which the End User Agreement is governed by and operating under. An End User Agreement may only include terms and conditions unique to the Product and Services provided, and not include general terms and conditions already covered by the Master Agreement or applicable Participating Addendum. Specifically, End User Agreements may not contain the following general terms and conditions already covered by the Master Agreement. If any of the following general terms and conditions are included in an End User Agreement and/or other terms and conditions that contradict terms already contained in the Master Agreement or applicable Participating Addendum, such terms will be considered null and void. If any term in an End User Agreement is determined to be null and void, the remaining terms shall remain in place with full force and effect.

a. Indemnity
b. Limitation of Liability
c. Governing Law and Venue
d. Arbitration or Dispute Resolution
e. Force Majeure
f. Ordering
g. Payment (payment schedules and milestones are acceptable)
h. Termination
i. Defaults and Remedies
j. Master Agreement Order of Precedence

1.9 **Hardware** is defined as any physical component that make up a computer, electronic, or IT infrastructure system.

1.10 **High Risk Data** is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("High Impact Data"). This refers to the Data for which the loss of confidentiality, integrity, or availability could have a severe or