FULLY EXECUTED

Contract Number: 4400034216

Original Contract Effective Date: 10/27/2026

Valid From: 10/27/2026 To: 01/18/2029

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 100692

Supplier Name/Address:
GARTNER INC
12651 GATEWAY BLVD
FORT MYERS FL 33913-8007 US

Supplier Phone Number: 610-427-3426

Purchasing Agent
Name: Speer Brenda
Phone: 717-307-2227
Fax:

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Gartner PASS & ITRAC

Payment Terms
NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	IT Research & Advisory Services	0.000		0.00	1	0.00
2	IT Consultation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

NASPO Master Agreement Number: DPC-1428523190-SA-21-PASS_ITRAC through North Carolina

Option of 3 annual renewals after initial term, not to exceed 6 years.

This contract provides Procurement Assistance and Support Services (PASS), IT Research, Advisory, and Consulting (IT RAC) Services, and related Value-Add/Support Services, as described in the Master Agreement,

No further information for this Contract

Information:

Supplier's Signature _____ Title _____

Printed Name _____ Date _____

PARTICIPATING ADDENDUM
TO
NASPO VALUEPOINT MASTER AGREEMENT
FOR
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES (PASS)
CONTRACT NO. DPC-1428523190-SA-21-PASS_ITRAC

This Participating Addendum is entered into pursuant to the Procurement Assistance and Support Services ("PASS) "contract No. DPC-1428523190-SA-21-PASS_ITRAC (the "Master Agreement") between Gartner, Inc. ("Contractor") and the State of North Carolina ("North Carolina") on behalf of the NASPO Valuepoint Cooperative Purchasing Organization. The parties to this participating addendum hereby create a separate contract between the Contractor and the Commonwealth of Pennsylvania ("Commonwealth") acting through its Department of General Services ("DGS").

North Carolina entered into the Master Agreement with the Contractor, pursuant to which the Contractor provides PASS, IT Research, Advisory, and Consulting ("IT RAC") Services, and related Value-Add/Support Services, as described in the Master Agreement; and

The Commonwealth desires to participate in the Master Agreement as an additional contracting party under the Master Agreement.

DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

The parties, intending to be legally bound, agree as follows:

1. **Recitals.** The recitals set forth above are incorporated by reference as a material part of this participating addendum.

2. **Effective Date and Term.** This participating addendum shall become effective on the date the Commonwealth sends the fully executed and approved participating addendum to the Contractor ("Effective Date") and shall terminate or expire upon the earlier of (a) expiration or termination of the Master Agreement, or (b) termination of this participating addendum in accordance with its terms. If the Master Agreement is renewed or extended, this participating addendum shall automatically renew or extend for a term consistent with the term of the Master Agreement.

3. **Participating Addendum Terms.** DGS and the Contractor agree to be bound to the attached Participating Addendum Terms and Conditions attached as Attachment A.

4. **Master Agreement Terms.** Except as set forth in this participating addendum, DGS and Contractor agree to be bound by the terms and conditions as stated in the Master Agreement, which is attached as Attachment B.

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5. **Order of Precedence.** To the extent that there is a conflict between the contract documents, the order of precedence shall be:

a. this participating addendum;
b. the Participating Addendum Contract Terms and Conditions;
c. Any exhibits or attachments to the Participating Addendum Contract Terms and Conditions and then.
d. the Master Agreement.

6. **Supplies and Services Available to Procure.** The Commonwealth may procure all PASS, IT-RAC Services, and Value Add/Support Services set forth in the Master Agreement at the prices included therein.

7. **Required Forms.** The Contractor must complete and provide the following certifications:

a. Iran Free Procurement Certification Form, BOP-1701;
b. Lobbying Certification and Disclosure Form, BOP-1307; and
c. Worker Protection and Investment Certification, BOP-2201.

8. Primary Contact; Notice. The primary contacts for this participating addendum, as well as the recipients of any written notices shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below, except that a Purchase Order issued pursuant to this participating addendum will identify the Commonwealth Contact Person identified in the Purchase Order.

The Commonwealth's primary contact, Issuing Officer and Contracting Officer for this participating addendum is as follows:

Brenda Speer
Department of General Services
1802 Herr Street
Harrisburg, PA 17103
(717) 346-3826
alayman@pa.gov

The Contractor's primary contact for this participating addendum, including and notice is as follows:

Will McGuire
Gartner, Inc.
56 Top Gallant Road
Stamford, CT 06902-7700
will.mcguire@gartner.com
(571) 683-4482 rmurpgy@govdeals.com

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All notices, approvals, consents and requests pursuant to this participating addendum shall be sent to the parties at their respective addresses listed above, or to such other address as may be designated from time to time by the parties without the need to further amend the participating addendum: Changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, or Electronic Funds Transfer information must be promptly reported via email to the Contracting Officer, and updated in the PA Supplier Portal:
https://pasupplierportal.state.pa.us/irj/portal/anonymous.
In some cases, additional paperwork will be required.

9. **Electronic Signatures.** This agreement may be electronically signed in accordance with the Electronic Transactions Act, 73 P.S. § 2260.301, *et seq.*

[SIGNATURES ARE ON THE FOLLOWING PAGE]

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The parties, through their authorized representatives, have signed this participating addendum on the dates indicated below.

GARTNER, INC.

DocuSigned by:
Ashley Beluch
3C6861B4DAC2436...

August 24, 2026

Signature Date

Ashley Beluch Senior Contracts Specialist

Printed Name and Title

100692

SAP Number

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED:

To be obtained electronically
Comptroller Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

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Participating Addendum Terms and Conditions

V.1 Participating Addendum Terms and Conditions

The Participating Addendum with the Contractor shall include the following terms and conditions:

V.2 Signatures

The Participating Addendum shall not be a legally binding Participating Addendum until the fully-executed Participating Addendum has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Participating Addendum prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Participating Addendum may be signed in counterparts. The Contractor shall sign the Participating Addendum and return it to the Commonwealth. After the Participating Addendum is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Participating Addendum has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Participating Addendum output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Participating Addendum output form with this information on the Participating Addendum output form, there is no legally binding Participating Addendum between the parties.

The fully-executed Participating Addendum may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Participating Addendum shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Participating Addendum shall constitute receipt of the fully-executed Participating Addendum.

The Commonwealth and the Contractor specifically agree as follows:

a. No handwritten signature shall be required in order for the Participating Addendum to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Participating Addendum legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Participating Addendum or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Participating Addendum or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Participating Addendum or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Participating Addendum or acknowledgement were not in writing or signed by the parties. A Participating Addendum or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.3 Definitions

As used in this Participating Addendum, these words shall have the following meanings:

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this Participating Addendum, that entity shall also be identified as "Agency".

b. Commonwealth: The Commonwealth of Pennsylvania.

c. Contracting Officer: The person authorized to administer this Participating Addendum for the Commonwealth and to make written determinations with respect to the Participating Addendum.

d. Data: Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.

e. Days: Unless specifically indicated otherwise, days mean calendar days.

f. Developed Works or Developed Materials: All of the fully or partially complete property, whether tangible or intangible originally prepared by the Contractor exclusively in fulfillment of the requirements of this Participating Addendum and covered in the scope of the work for the Project, including but not limited to: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted herein.

g. Documentation: All materials required to support and convey information about the Services required by this Participating Addendum. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

h. Expiration Date: The last valid date of the Participating Addendum, as indicated in the Participating Addendum documents to which these terms and conditions are attached.

i. Purchase Order: Written authorization for Contractor to proceed to furnish Services.

j. Services: All Contractor activity necessary to satisfy the Participating Addendum.

Capitalized terms used in these terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

V.4 Agency Purchase Orders

Participating Addendum Terms and Conditions

The Agency may issue Purchase Orders against the Participating Addendum. These Purchase Orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Participating Addendum are acceptable and must be performed in accordance with the Participating Addendum. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Participating Addendum.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a Purchase Order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of a Purchase Order. Purchase orders received by the Contractor after **4:00 p.m**. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

a. No handwritten signature shall be required in order for the Participating Addendum or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary. Purchase Orders under ten thousand dollars **($10,000)** in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.5 Independent Prime Contractor

In performing its obligations under the Participating Addendum, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all Services and Developed Works in this Participating Addendum whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Participating Addendum.

V.6 Delivery of Services

Following the Effective Date of the Participating Addendum, the Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Participating Addendum.

V.7 Estimated Quantities

It shall be understood and agreed that any quantities listed in the Participating Addendum are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Participating Addendum through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.8 Warranty

a. **Consulting Services**. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. GARTNER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT GARTNER BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE CLIENT. GARTNER HAS NO OBLIGATION TO ADVISE CLIENT OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES.

b. **Subscription Services**. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

V.9 Patent, Copyright, and Trademark Indemnity

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Participating Addendum which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the Participating Addendum.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Participating Addendum.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Participating Addendum. Contractor will not indemnify the Commonwealth, however, if the claim of infringement is caused by (1) the Commonwealth’s misuse or modification of the Deliverable; (2) the Commonwealth’s failure to use corrections or enhancements made available by Contractor; (3) the Commonwealth’s use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) Information direction, specification or materials provided by the Commonwealth.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.10 Ownership Rights

a. **Consulting Services**

- Ownership of Deliverables: Notwithstanding the requirements set forth in Solicitation, Contractor shall assign to Commonwealth ownership of any project Deliverable(s) originally created for and submitted to the Commonwealth, provided, however, that Contractor may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Contractor's business, so long as such excerpts and data do not identify Commonwealth by name or contain any of the Commonwealth's confidential or proprietary information, and provided further that Contractor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Contractor's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property"). Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of Commonwealth 's confidential information.
  Preexisting Materials: Commonwealth shall retain its rights in any proprietary material that Commonwealth supplies to Contractor. If the Commonwealth provides Contractor with materials owned or controlled by Commonwealth or with use of, or access to, such materials, the Commonwealth grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work. Contractor grants to Commonwealth for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Contractor "Preexisting Intellectual Property" embodied in the Deliverables.

b. **Subscription Services**.
   - Ownership and Use of the Services: Contractor owns and retains all rights to the Services not expressly granted to the Commonwealth. Only the individuals named in the Service Order (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. The Commonwealth agrees to review and comply with the Contractor's Usage Policy attached as Exhibit B.

V.11 Acceptance

a. Full access to the subscription service is provided on the first day of the period of performance for Subscription services.

b. Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contactor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract.

c. Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of

Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 17(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.

d. If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.

e. If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

f. Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.

g. If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:

    1. Repeat the procedure set forth above; or

    2. After no fewer than two (2) failed corrections, terminate the Contract.

V.12 Compliance With Law

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Participating Addendum.

V.13 Participating Addendum Scope

a. If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the Participating Addendum.

b. The Contractor agrees to furnish the requested Services and Supplies to the Commonwealth as such Services and Supplies are defined in this Participating Addendum.

c. Contractor shall comply with the attached Vendor Security Requirements. At a minimum, the Contractor shall be compliant with ISO27001 industry standards. The Contractor shall ensure that Services procured under this Participating Addendum comply with the applicable standards as set forth in this Participating Addendum. If such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Participating Addendum. The Contractor may request a waiver from an Information Technology Policy (ITP) by providing detailed written justification as to why the ITP cannot be met. The Commonwealth may waive the ITP in whole, in part or conditionally, or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

d. The Commonwealth reserves the right to purchase Services within the scope of this Participating Addendum through other procurement methods if the Commonwealth deems it to be in its best interest.

V.14 Rejected Material Not Considered Abandoned

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Participating Addendum with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.15 Environmental Provisions

In the performance of the Participating Addendum, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.16 Post-Consumer Recycled Content

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Participating Addendum must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

V.17 Recycled Content Enforcement

The Contractor may be required, after delivery of the Participating Addendum item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.18 Compensation

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.19 Billing Requirements

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

a. Vendor name and "Remit to" address, including SAP Vendor number;

b. Bank routing information, if ACH;

c. SAP Purchase Order number;

d. Delivery Address, including name of Commonwealth agency;

e. Description of the Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);

f. Quantity provided;

g. Unit price;

h. Price extension;

i. Total price; and

j. Delivery date of Services.

If an invoice does not contain the minimum information set forth in this paragraph and comply with the provisions located at https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx, relating to the Commonwealth E-Invoicing Program, , the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Participating Addendum, updated price lists or any discounts negotiated by the purchasing agency.

V.20 Payment (Oct 2006)

a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Participating

Addendum; (b) **thirty (30)** days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Participating Addendum (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Participating Addendum. If any payment is not made within **fifteen (15)** days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

b. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any Participating Addendum with the Commonwealth.

c. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Participating Addendum or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Participating Addendum or Purchase Order.

V.21 Payment – Electronic Funds Transfer

a. The Commonwealth will make Participating Addendum payments through Automated Clearing House (ACH). Within 10 days of award of the Participating Addendum or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

b. The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

c. The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

V.22 Taxes

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public

transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction Participating Addendum.

V.23 Assignment of Antitrust Claims

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Participating Addendum, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Participating Addendum.

V.24 Indemnification

a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.

b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

d. **Limitation of Liability**: Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor, or its employees or indemnity for intellectual property infringement set forth herein, Contractor’s total liability arising out of this Agreement and the provision of the Services shall be limited to the fees paid by the Commonwealth under the specific Statement of Work under which such liability arises

V.25 Audit Provisions

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Participating Addendum. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Participating Addendum. The Participating Addendum shall preserve books, documents and records that relate to costs or pricing data for the Participating Addendum for a period of **three (3)** years from the date of final payment. The Contractor shall give full and free access to all such records to the Commonwealth and/or their authorized representatives.

V.26 Default

a. The Commonwealth may, subject to the Force Majeure provisions of this Participating Addendum, and in addition to its other rights under the Participating Addendum, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Participating Addendum) the whole or any part of this Participating Addendum or any Purchase Order for any of the following reasons:

    1. Failure to begin work within the time specified in the Participating Addendum or Purchase Order or as otherwise specified;

    2. Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Participating Addendum or Purchase Order terms;

    3. Unsatisfactory performance of the work;

    4. Failure to deliver the awarded item(s) within the time specified in the Participating Addendum or Purchase Order or as otherwise specified;

    5. Improper delivery;

    6. Failure to provide an item(s) which is in conformance with the specifications referenced in the Participating Addendum or Purchase Order;

    7. Delivery of a defective item;

    8. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

    9. Discontinuance of work without approval;

    10. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

    11. Insolvency or bankruptcy;

    12. Assignment made for the benefit of creditors;

13. Failure or refusal within **10** days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

14. Failure to protect, to repair, or to make good any damage or injury to property;

15. Breach of any provision of the Participating Addendum;

16. Failure to comply with representations made in the Contractor's bid/proposal; or

17. Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Participating Addendum or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Participating Addendum or Purchase Order.

c. If the Participating Addendum or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Participating Addendum or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Participating Addendum price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Participating Addendum.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Participating Addendum Controversies Provision of the Participating Addendum, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V. 28 Force Majeure

Neither party will incur any liability to the other if its performance of any obligation under this Participating Addendum is prevented or delayed by causes beyond its control and without fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling

law, regulations, orders or requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within **five (5)** days and in writing within **ten (10)** days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Participating Addendum is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Participating Addendum, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Participating Addendum or Purchase Order.

V.29 Termination Provisions

The Commonwealth has the right to terminate this Participating Addendum or any Purchase Order for any of the following reasons.

a. **Termination for Convenience.** The Commonwealth shall have the right to terminate the Participating Addendum or a Purchase Order issued against the Participating Addendum, in whole or in part, without cause by giving Contractor written notice (Notice of Termination) whenever the Commonwealth determines termination to be in its best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination and will specify the extent to which performance under the Participating Addendum is terminated either in whole or in part and the date on which such termination becomes effective.

   The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination. However, Subscription services are not refundable and paid in full at commencement of purchase order.

   Failure to agree on any termination costs shall be a dispute handled in accordance with Section 30, Participating Addendum Controversies, of this Participating Addendum.

   The above shall not be deemed to limit the Commonwealth’s right to terminate this Participating Addendum for any reason as permitted by the other provisions of this Participating Addendum, or under applicable law.

b. **Non-Appropriation.** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Participating Addendum or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Services

delivered under the Participating Addendum. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **Termination for Cause:** The Commonwealth shall have the right to terminate the Participating Addendum or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Participating Addendum or a Purchase Order for other cause as specified in the Participating Addendum or by law. If it is later determined that the Commonwealth erred in terminating the Participating Addendum or a Purchase Order for cause, then, at the Commonwealth's discretion, the Participating Addendum or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

d. Notwithstanding any provision in any Exhibit to these terms and conditions, the Contractor shall be required to follow the processes set forth in the Participating Addendum Controversies provision prior to any suspension or termination under this Participating Addendum.

V.30 Participating Addendum Controversies

a. Pursuant to Section 1712.1 of the *Commonwealth Procurement Code,* 62 Pa.C.S. § 1712.1, in the event of a controversy or claim arising from the Participating Addendum or a Purchase Order, the Contractor must, within six months after the cause of action accrues, file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **sixty (60)** days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, https://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx

b. If the Contractor or the Contracting Officer requests mediation and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120** days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120** days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120** days (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.

c. Within **fifteen (15)** days of the mailing date of the determination denying a claim or within **135** days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Participating Addendum in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Participating Addendum.

V.31 Assignability and Subcontracting

a. Subject to the terms and conditions of this paragraph, this Participating Addendum shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Participating Addendum without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Participating Addendum or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Participating Addendum, provided that the Contractor provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Participating Addendum.

e. For the purposes of this Participating Addendum, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Participating Addendum and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Commonwealth written notice of any such change of name.

V.32 Other Contractors

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.33 Nondiscrimination/Sexual Harassment

a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon

request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

   i. in any manner discriminate in the hiring of any employee(s) for manufacture of supplies, performance of work, or other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth qualified and available to perform the work to which the employment relates.

   ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.

   iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.

   iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.

   v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

c. **Establishment of Contractor Policy**. The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. **Notification of Violations**. The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. **Cancellation or Termination of Contract**. The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and place the Contractor in the Contractor Responsibility File.

f. **Subcontracts**. The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

V.34 Contractor Integrity

a. **Definitions**. For purposes of these Contractor Integrity Provisions, the following definitions apply:

i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

iii. "Contractor Related Parties" means any Affiliates of the Contractor, the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.

iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.

vi. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. **Representations and Warranties.**

i. Contractor Representation and Warranties. The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

ii. Contractor Explanation. If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.

iii. Further Representations. By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.

iv. Notice. The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

c. **Contractor Responsibilities**. During the term of this contract, the Contractor shall:

i. maintain the highest standards of honesty and integrity.

ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.

iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.

iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.

v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.

vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.

viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:

i. reimburse the Commonwealth for reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

f. **Subcontracts**. The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

V.35 Contractor Responsibility

a. **Definitions.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the

Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. **Contractor Representations.**

i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.

ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment list tab.

V.36 Americans with Disabilities Act

a. **No Exclusion**. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.

b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination"

set forth in 28 C.F.R. §35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

c. **Indemnification**. The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

V.37 Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Participating Addendum upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Participating Addendum without liability or in its discretion to deduct from the Participating Addendum price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.38 Applicable Law and Forum

This Participating Addendum shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

V.39 Integration

This Participating Addendum, including the documents containing the parties' signatures, Participating Addendum terms and conditions, Request for Proposals, Contractor's proposal in response to RFPs, Contractor's best and final offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Participating Addendum, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Participating Addendum. No modifications, alterations, changes, or waiver to the Participating Addendum or any of its terms shall be valid or binding unless accomplished by a change notice or a written amendment executed by the appropriate parties.

The Contractor may not require the Commonwealth or any user of the Services acquired within the scope of this Participating Addendum to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services, unless the Commonwealth has approved the terms in writing in advance under this Participating Addendum, and the terms are consistent with this Participating Addendum. Further, and notwithstanding any language to the contrary in any exhibit or attachment hereto, changes to terms may be

accomplished only by processes set out in this Participating Addendum; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Participating Addendum merely by their submission to the Commonwealth or their ordinary use in meeting the requirements of this Participating Addendum. Any terms imposed upon the Commonwealth or a user in contravention of this subsection (e) must be removed at the direction of the Commonwealth and shall not be enforced or enforceable against the Commonwealth or the user.

V.40 Controlling Terms and Conditions

The terms and conditions of this Participating Addendum shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth, unless agreed to by duly authorized representatives of each party in a fully executed amendment to this Participating Addendum.

Terms and conditions contained in any hyperlink content referenced in the Participating Addendum ("Hyperlink Content") shall not apply to the extent such terms and conditions are expressly prohibited by applicable law. In addition, no financial obligation of the Commonwealth shall be affected by any change to information contained in a hyperlink nor will any additional material obligations be placed on the Commonwealth as a result of any changes to Hyperlink Content. Any terms and conditions in the Hyperlink Content that are materially inconsistent with the Agreement are rejected, unenforceable by the Contractor, and shall not become part of the Participating Adendum unless such terms and conditions are to the benefit of the Commonwealth.

V.41 Changes

The Commonwealth reserves the right to make changes at any time during the term of the Participating Addendum or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Participating Addendum and actual quantities; 2) to make changes to the Services within the scope of the Participating Addendum; 3) to notify the Contractor that the Commonwealth is exercising any Participating Addendum renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Participating Addendum to extend the completion date beyond the Expiration Date of the Participating Addendum or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Participating Addendum, nor, if performance security is being furnished in conjunction with the Participating Addendum, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Participating Addendum Controversies Provision.

V.42 Background Checks

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth Data and Commonwealth facilities (including leased facilities or facilities owned by third parties but utilized by the Commonwealth), either through on-site access or through remote access. Background checks are to

be conducted via the Request for Criminal Record Check form and procedure found at https://www.psp.pa.gov/Documents/Public%20Documents/criminal_history/CRC%20Request%20SP%204-164.pdf. The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Participating Addendum.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.43 Confidentiality

a. The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must clearly mark and designate the information as "confidential" to give notice to the other party , if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to the Commonwealth communication to Contractor; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Commonwealth to a third party free of any obligation of confidence. Additionally, Contractor may disclose such information to the extent required by legal process (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Participating Addendum and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set

forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Participating Addendum or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession upon request, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Participating Addendum's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Participating Addendum). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Participating Addendum, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Participating Addendum, in addition to other remedies available to the non-breaching party.

b. Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:

   1. already known to the recipient at the time of disclosure other than through the contractual relationship;

   2. independently generated by the recipient and not derived by the information supplied by the disclosing party.

   3. known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

   4. disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

   5. required to be disclosed by law, regulation, court order, or other legal process.

   There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Participating Addendum.

c. The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

   1. Prepare an un-redacted version of the appropriate document,

   2. Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

   3. Prepare a signed written statement that states:

      i. the attached document contains confidential or proprietary information or trade secrets;

      ii. the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

iii. the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

4. Submit the two documents along with the signed written statement to the Commonwealth.

d. The Contractor shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefitting from Services under the Participating Addendum for any purpose not connected with the Contractor's responsibilities, except with consent pursuant to applicable laws or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the Commonwealth prior to the direct disclosure.

e. Contractor will comply with all applicable laws or regulations related to the use and disclosure of information.

f. Additional privacy and confidentiality requirements may be specified in the Participating Addendum.

V.44 Insurance

The Contractor is required to have in place during the term of the Participating Addendum and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

a. Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

b. Public Liability and Property Damage Insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Participating Addendum or the failure to perform under the Participating Addendum, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be **$250,000** per person and **$1,000,000** per occurrence for bodily injury, including death, and **$250,000** per person and **$1,000,000** per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Participating Addendum and at each insurance renewal date during the term of the Participating Addendum, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least **30** days written notice has been given to the Commonwealth. The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.45 Notice

Any written notice to any party under this Participating Addendum shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.

b. If to the Commonwealth: the address of the Agency's Contracting Officer as set forth on the Participating Addendum.

V.46 Right to Know Law

a. **Applicability**. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Participating Addendum. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. **Contractor Assistance**. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Participating Addendum, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall:

    1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Participating Addendum that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

    2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Participating Addendum.

c. **Trade Secret or Confidential Proprietary Information**. If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven (7) calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five (5) business days of receipt of written notice of the Commonwealth's determination

d. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within **five (5)** business days of receipt of written notification of the Commonwealth's determination.

e. **Reimbursement**. If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth. The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

f. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.

g. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

h. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract

V.47 Enhanced Minimum Wage Provisions

a. **Enhanced Minimum Wage.** Contractor shall pay no less than $15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.

b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees

   i. Exempt from minimum wage under the Minimum Wage Act of 1968;
   ii. covered by a collective bargaining agreement;
   iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
   iv. required to be paid a higher wage under any state or local policy or ordinance.

d. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.

e. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

f. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for civil or criminal referral.

g. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contact or lease to ensure that these provisions are binding on its subcontractors.

V.48 Worker Protection and Investment

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

a. Construction Workplace Misclassification Act;

b. Employment of Minors Child Labor Act;

c. Minimum Wage Act;

d. Prevailing Wage Act;

e. Equal Pay Law;

f. Employer to Pay Employment Medical Examination Fee Act;

g. Seasonal Farm Labor Act;

h. Wage Payment and Collection Law;

i. Industrial Homework Law;

j. Construction Industry Employee Verification Act;

k. Act 102: Prohibition on Excessive Overtime in Healthcare;

l. Apprenticeship and Training Act; and

m. Inspection of Employment Records Law.

V.49 Sovereign Immunity

No provision of this Participating Addendum may be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

V.50 Notice of Delays

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Participating Addendum (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Participating Addendum. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with the Changes provision herein.

V.51 Contractor Hosted Security, Location, Status and Disposition of Data

Unless the Participating Addendum specifies otherwise:

a. All Data must be stored within the United States;

b. The Contractor shall be responsible for maintaining the privacy, security and integrity of Data in the Contractor's or its subcontractors' possession;

c. All Data shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth and at no cost;

d. Any Data shall be destroyed by the Contractor at the Commonwealth's request;

e. Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy and accessibility requirements of this Participating Addendum; and

f. The Contractor shall comply with the provisions set forth in Exhibit A, Vendor Security Requirements.

g. Notwithstanding the foregoing, Contractor may utilize its non-U.S. resources to perform back office administrative functions related to the contract. Contractor may also permit research analysts located outside the United States to access limit Commonwealth Data as necessary to perform services under this Contract as follows:

    i. No offshore support shall be permitted from any country identified as a state sponsor of terrorism by the U.S. Department of State, which shall be monitored by the purchasing Agency to ensure compliance through the life of the Participating Addendum.

    ii. Access by offshore resources shall be limited to solely that which is required to perform the services, including support services.

    iii. Offshore resources providing the services shall be trained in the proper handling of Commonwealth Data and shall comply with Management Directive 205.34 and Management Directive 245.18.

iv. Offshore resources that are providing the services and require access must be uniquely identified (e.g., by a unique User ID).

v. Offshore resources providing the services shall access Commonwealth systems, data, or services in a manner that meets or exceeds the minimum requirements in this Participating Addendum.

vi. The date, time (including time zone), resource name, source IP, and nature of the access (i.e., read-only or modify) shall be recorded in a log file which is maintained and preserved according to applicable data protection law(s) and industry best practice standards;

vii. Any offshore resource access must be granted by an authorized Commonwealth resource and shall only be granted on least required privilege or need-to-know basis prior to any offshore resource obtaining access.

viii. With respect to any services provided by offshore resources, the Contractor shall comply with the terms and conditions of the Participating Addendum as though the offshore resources were located within the United States and the Contractor assumes all obligations and risks associated with the use of offshore resources as if those resources were located within the United States.

ix. No recording, streaming, monitoring, or photographic devices enter, are accessible, or utilized in the workspace where work under the Agreement, Contract or Purchase Order is performed while located outside of the United States.

V.52 Virus, Malicious, Mischievous or Destructive Programming

a. The Contractor shall be liable for any damages incurred by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the standards set forth in this Participating Addendum. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

b. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).

c. In the event of destruction or modification of Software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

d. The Contractor shall be responsible for reviewing and complying with Commonwealth software security standards located in Exhibit A.

e. The Commonwealth may at any time audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by Contractor's representatives to provide Services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

f. The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Participating Addendum.

g. The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

V.53 Data Breach or Loss

To the extent the Contractor receives, provides, stores, manages, maintains, and/or transmits personal information including, but limited to, personal health information, pursuant to this Contract, the Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act,* Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301-2329. Further, to the extent the Contractor maintains, stores, or manages computerized data on behalf of the Commonwealth that constitutes personal information, as defined in the *Breach of Personal Information Notification Act,* Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301-2329, the Contractor shall comply with the attached Vender Security Requirements.

EXHIBIT A
VENDOR SECURITY REQUIREMENTS

1. SCOPE; DEFINITIONS

a. Vendor Security Requirements Scope. This exhibit applies to Supplier's performance under the agreement and all access, collection, use, storage, transmission, disclosure, destruction or deletion of, and security incidents regarding Commonwealth Information. This exhibit does not limit other obligations of Supplier, including under the agreement or laws that apply to Supplier, Supplier's performance under the agreement, Commonwealth Information or the Permitted Purpose. To the extent this exhibit directly conflicts with the agreement, the Supplier shall promptly notify the Commonwealth of the conflict and shall comply with the requirement that provides the greatest protection of Commonwealth Information.

b. Definitions.

"**Aggregate**" means to combine or store Commonwealth Information with any data or information of Supplier or any third party.
"**AI**" means artificial intelligence.
"**Anonymize**" means to use, collect, store, transmit or transform any data or information (including Commonwealth Information) in a manner or form that does not identify, permit identification of, and is not otherwise attributable to any user, device identifier, source, product, service, context, brand, of the Commonwealth or its governmental entities.
"**Commonwealth Information**" means, individually and collectively: (a) all Commonwealth Confidential Information (as defined in the agreement or in the non-disclosure agreement between the parties); (b) all other data, records, files, content or information, in any form or format, acquired, accessed, collected, received, stored or maintained by Supplier or its affiliates from or on behalf of the Commonwealth or its governmental entities, or otherwise in connection with the agreement, the services, or the parties' performance of or exercise of rights under or in connection with the agreement (including Commonwealth data); and (c) derived from (a) or (b), even if Anonymized.
"**CONUS**" means the continental United States and Hawaii.
"**Extranet**" means any of the following: a web portal, a non-public website, or extranet services of the Commonwealth's or a third party's website or system.
"**In Bulk Access**" means accessing data by means of database query, report generation, or any other mass transfer of data.
"**MFA**" means multi-factor authentication.
"**Permitted Purpose**" means providing services to the Commonwealth under the agreement and the licenses (if any) granted under the agreement.
"**Security Incident**" means actual unauthorized access, collection, acquisition, use, transmission, disclosure, corruption or loss of Commonwealth Information, or breach of any environment containing Commonwealth Information
"**Subcontractors**" means the Supplier's subcontractors, vendors, affiliates, or delegates.
"**Supplier**" means the Contractor.
"**WAF**" means web application firewall.

c. Authorized Use. Supplier may access, collect, use, store, and transmit only the Commonwealth Information expressly authorized under the agreement and solely for the Permitted Purpose. Except for benchmarking services or as expressly authorized under the agreement, Supplier may not Aggregate Commonwealth Information, even if Anonymized. Unless the Commonwealth expressly consents in writing, Supplier shall not transfer, rent, barter, trade, sell, loan, lease or otherwise distribute or make available to any third party any Commonwealth Information.

2. VENDOR SECURITY REQUIREMENTS.

a. Basic Security Requirements. Supplier shall utilize industry best practices and standards (and other requirements specified by the Commonwealth in the agreement, based on the classification and sensitivity of Commonwealth Information), to maintain physical, administrative and technical safeguards, and other security measures on its systems and networks to: maintain the security and confidentiality of Commonwealth Information accessed, collected, used, stored or transmitted by Supplier; and protect that information from known or reasonably anticipated threats or hazards to its security and integrity, accidental loss, alteration, disclosure and all other unlawful forms of processing. Supplier shall comply with the following requirements:

1) Firewall. Supplier shall install and maintain a working WAF and network firewall to protect both Commonwealth applications and data accessible via the Internet.
2) Updates. Supplier shall keep its systems and software up-to-date with the latest upgrades, updates, bug fixes, patches, new versions and other modifications necessary to ensure security of the Commonwealth Information.
3) Anti-malware. Supplier shall use anti-malware software and keep the anti-malware software current. Supplier shall mitigate threats from all viruses, spyware, and other malicious code that are or should reasonably have been detected.
4) Encryption. Supplier shall encrypt data at rest and data in transit in accordance with AES-26, TLS1.2 or higher , including algorithms and key sizes.
5) Testing. Supplier shall regularly test its security systems and processes to ensure they meet the requirements of this exhibit, which includes, but is not limited to, third party vulnerability testing and penetration testing.
6) Access Controls. Supplier shall secure Commonwealth Information, by complying with the following requirements:
    a) Assign a unique ID to each individual with computer access to Commonwealth Information.
    b) Restrict access to Commonwealth Information to only its employees and Subcontractors with a "need-to-know" for the Permitted Purpose.
    c) Review, at reasonable time periods but not less frequently than every 180 days, the list of individuals and services with access to Commonwealth Information and remove accounts that no longer require access.
    d) Not use manufacturer-supplied defaults for system passwords and other security parameters on any operating systems, software or other systems. Supplier shall mandate and ensure the use of system-enforced "strong passwords" in accordance with Supplier's password requirements and best practices on all systems hosting, storing, processing, or that have or control access to, Commonwealth Information and shall require that all passwords and access credentials are kept confidential and not shared among personnel. Passwords must, at minimum, meet the following criteria:
        a) Contain at least 15 characters;
        b) Not repeat during a period of 720 days ;
        c) Be changed whenever an account compromise is suspected or assumed;
        d) Be changed at least every 360 days;
        e) Not be composed of dictionary words, repetitive or sequential characters, or any password found in known-compromised password lists (checked against a regularly updated blacklist); and
        f) MFA must be required for internal privileged accounts and for remote access to systems containing sensitive data.
    e) Maintain and enforce "account lockout" by disabling accounts with access to Commonwealth Information when an account exceeds more than ten consecutive incorrect password attempts within five minutes.
    f) Unless authorized by the Commonwealth in writing, Supplier shall isolate the Commonwealth Information at all times (including in storage, processing, or transmission), from Supplier's and any third-party information.
    g) Implement and use additional physical access control measures if needed to protect the Commonwealth information.
    h) Prepare and maintain an annual report detailing (1) log data about all use (both authorized and unauthorized) of the Commonwealth's accounts or credentials provided to Supplier for use on behalf of the Commonwealth (e.g., social media account credentials), and (2) detailed log data about any

impersonation of, or attempt to impersonate, Commonwealth personnel or Supplier personnel with access to Commonwealth Information. Where supported by the specific service tier, Gartner shall provide the Client with administrative access to view activity logs, including user login history.

i) Monitor and continually review, using automated alerting and, at least weekly, using human review of all relevant system, application and security access logs to detect indicators of malicious activity, unauthorized access or anomalous behavior. Confirmed Security Incidents shall be reported to the Commonwealth as outlined in section 2(f) (Security Incidents).

7) Supplier Policy. Supplier shall maintain and enforce an information and network security policy for its employees, Subcontractors, and agents that meets the standards in this document, including methods to detect and log policy violations.
8) Subcontract. Supplier shall not subcontract or delegate any of its obligations under this exhibit to any Subcontractors without the Commonwealth's prior written consent. Notwithstanding the existence or terms of any subcontract or delegation, Supplier is responsible for compliance with its obligations under this exhibit. Supplier shall ensure this exhibit is binding upon Supplier's Subcontractors and personnel, include it in any subcontract, and made known to Subcontractor's personnel. Supplier (a) shall ensure that its Subcontractors and personnel comply with this exhibit, and (b) is responsible for all acts, omissions, negligence and misconduct of its Subcontractors and personnel.
9) Remote Access. Supplier shall require MFA for any access from outside protected corporate or production environments to systems holding Commonwealth Information or Supplier's corporate or development workstation networks (e.g., requires at least two separate factors for identifying users).
10) Geographical Limitations. Reserved.
11) In Bulk Access. Except where expressly authorized by the Commonwealth in writing, Supplier may not access, and shall not permit In Bulk Access to Commonwealth Information whether the Commonwealth Information is in a Commonwealth- or Supplier- controlled database or stored in any other method, including storage in file-based archives (e.g., flat files), etc. Specifically, this section prohibits any access to Commonwealth Information except for access to individual records as needed for the Permitted Purpose. Supplier shall preserve detailed log data on attempted or successful In Bulk Access to Commonwealth Information Review). If the Commonwealth provides written authorization for In Bulk Access to Commonwealth Information, the Supplier shall:
    a) limit such access only to specified employees with the "need to know;"
    b) use tools that limit access and require explicit authorization for access; and
    c) all access must be logged.
12) Supplier Personnel. The Commonwealth may condition access to Commonwealth Information by Supplier personnel on the execution and delivery of a nondisclosure agreement. If nondisclosure agreements are required, Supplier shall obtain and deliver signed copies to the Commonwealth prior to granting access to any Commonwealth information.
    In addition, Supplier shall ensure that all Supplier personnel who have access to Commonwealth Information or facilities successfully complete appropriate background checks in accordance with applicable laws and Commonwealth standards prior to being granted access. At a minimum, background checks shall include verification of identity, employment history, criminal record review and confirmation that the individual has not been convicted of offenses involving fraud, theft or the misuse of confidential information.
    Artificial Intelligence. Supplier shall not use Commonwealth data for AI training, model refinement, or algorithm development. All Commonwealth data and any outputs, analysis, or results based on Commonwealth data derived from any AI system, tool or model remain the sole property of the Commonwealth. Notwithstanding the foregoing, Supplier retains all rights in its pre-existing intellectual property and data included in such outputs, analysis, or results. To the extent that any third-party data is used to generate outputs, analysis, or results, the rights of such third parties in their data shall be preserved and respected in accordance with applicable agreements and law. Supplier shall disclose any material use of AI in service delivery and ensure full compliance with applicable data protection laws.
14) Security Review and Reporting. Supplier shall perform a security review of its products, systems, and any third party systems and their security controls by an independent third party and provide Commonwealth with external certification (ISO27001 or equivalent), prior to commencement of work and thereafter upon request

and no more than on an annual basis, about the security controls (e.g., SOC 2 Type 2, ISO 27001), or other recognized industry-standard report approved by the Commonwealth.

b. Access to Commonwealth Extranet and Supplier Portals. The Commonwealth may grant Supplier access to Commonwealth Information via an Extranet for the Permitted Purpose. If the Commonwealth permits Supplier to access any Commonwealth Information using an Extranet, Supplier must comply with the following requirements:
   1) Authorized Access. Supplier and its personnel shall access the Extranet and access, collect, use, view, retrieve, download or store Commonwealth Information from the Extranet solely for the Permitted Purpose.
   2) Accounts. Supplier shall ensure that Supplier personnel use only the Extranet accounts designated for each individual by the Commonwealth and shall require Supplier personnel to keep their access credentials confidential.
   3) Systems. Supplier shall access the Extranet only through computing or processing systems or applications running operating systems managed by Supplier and that include:
      a) system network firewalls in accordance with section 2(a)(1) (Firewall);
      b) centralized patch management in compliance with section 2(a)(2) (Updates);
      c) operating system appropriate anti-malware software in accordance with section 2(a)(3) (Anti-malware); and
      d) for portable devices, shall be encrypted in accordance with current industry guidance.
   4) Restrictions. Unless approved in advance in writing by the Commonwealth, Supplier shall not download, mirror or permanently store any Commonwealth Information from any Extranet on any medium, including any machines, devices or servers.
   5) Account Termination. Supplier shall terminate the account of, and notify the Commonwealth within reasonable time period, any Supplier personnel who:
      a) no longer needs access to Commonwealth Information; or
      b) no longer qualifies as Supplier personnel (e.g., the personnel leaves Supplier's employment).
   6) Third Party Systems.
      a) Supplier shall give the Commonwealth prior notice and obtain the Commonwealth's prior written approval before the Supplier uses any third-party system that stores or may otherwise have access to Commonwealth Information, unless:
         i. the data shall be encrypted at rest and in transit in accordance with the then-current NIST guidance or AES-26, TLS1.2 or higher, and
         ii. the third-party system does not have access to the decryption key or unencrypted "plain text" versions of the data.
      b) If Supplier uses any third party systems that store or otherwise may access Commonwealth Information, such systems shall be SOC 2 Type II compliant.

c. Data Retention and Destruction.
   1) Retention. Supplier shall retain Commonwealth Information only for, and as long as is necessary, the Permitted Purpose.
   2) Return or Deletion. Supplier shall promptly (within 72 hours) return to the Commonwealth, and permanently and securely delete all Commonwealth Information in its possession, upon and in accordance with the Commonwealth's notice requiring return or deletion. The Supplier shall return the Commonwealth Information to the Commonwealth in the format designated by the Commonwealth. Supplier shall permanently and securely delete all live (online or network accessible) instances of the Commonwealth Information within 60 days after the earlier of: 1) completion of the Permitted Purpose or 2) termination or expiration of the agreement. If requested by the Commonwealth, Supplier shall certify in writing that all Commonwealth Information has been destroyed.
   3) Archival Copies. If Supplier is required by law to retain archival copies of Commonwealth Information for tax or similar regulatory purposes, this archived Commonwealth Information must be stored in one of the following ways:
      a) As a "cold" or offline (i.e., not available for immediate or interactive use) backup stored in a physically secure facility; or

b) Encrypted at rest in accordance with then-current NIST guidance, using cryptographic protections commensurate with the sensitivity of the data and retention period, where the system hosting or storing the encrypted files does not have access to a copy of the keys used for encryption.

4) Backup. Supplier shall utilize a secured backup solution to prevent loss of data. Stored backups must be kept in an all-hazards protective storage environment at the primary location and any additional locations where data is being maintained. All back up data and media must be encrypted in accordance with the requirements of this exhibit.

5) Recovery. If Supplier performs a "recovery" (i.e., reverting to a backup) for the purpose of disaster recovery, Supplier shall have and maintain a process that ensures that all Commonwealth Information that is required to be deleted pursuant to the agreement or this exhibit is re-deleted or overwritten from the recovered data in accordance with this section 2(c) within 24 hours after recovery occurs. If Supplier performs a recovery for any purpose, no Commonwealth Information may be recovered to any third-party system or network without the Commonwealth's prior written approval. The Commonwealth may conduct a security review (in accordance with section 2(e) (Security Review)) of the third-party system or network before permitting recovery of any Commonwealth Information to any third-party system or network.

6) Deletion Standards. All Commonwealth Information deleted by Supplier shall be deleted in accordance with the NIST Special Publication 800-88 Revision 1, Guidelines for Media Sanitation (available at http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf), or through degaussing of magnetic media in an electromagnetic flux field of 5000+ GER, or by shredding or mechanical disintegration, or such other standards the Commonwealth may require based on the classification and sensitivity of the Commonwealth Information. With respect to the Commonwealth Information encrypted in compliance with this exhibit, this deletion may be done by permanently and securely deleting all copies of the keys used for encryption.

d. Forensic Destruction. Before disposing in any manner of any hardware, software, or any other media that contains, or has at any time contained, Commonwealth Information, Supplier shall perform a complete forensic destruction of the hardware, software, or other media so that none of the Commonwealth Information can be recovered or retrieved in any form. Supplier shall perform forensic destruction in accordance with the standards Commonwealth may require based on the classification and sensitivity of the Commonwealth Information. For Commonwealth Information that that has not been forensically destroyed, Supplier may not sell, resell, donate, refurbish, or otherwise transfer the hardware, software, or other media.

e. Security Review.

1) Risk Assessment Questionnaire. Upon request and not more than once annually, the Commonwealth may request Supplier to complete a new Commonwealth risk assessment questionnaire.

2) Certification. Upon Commonwealth's written request, Supplier shall certify in writing to the Commonwealth that it complies with this exhibit and the agreement.

3) Other Reviews. Annually, and upon the Commonwealth's written request, the Supplier will provide an attestation of the penetration test results along with an executive summary that includes at a minimum the severity and count of identified vulnerabilities.

4) Remediation. If any security review or executive summary identifies any deficiencies, Supplier shall, at its sole cost and expense take all actions necessary to remediate those deficiencies within a reasonable and mutually agreed upon timeframe.

f. Security Incidents.

1) Supplier shall inform the Commonwealth via email to OA-SecurityIncidents@pa.gov within 48 hours of a confirmed Security Incident. Supplier shall remedy each Security Incident in a timely manner and provide the Commonwealth written details regarding Supplier's internal investigation regarding each Security Incident. Supplier shall not notify any regulatory authority, nor any customer, on behalf of the Commonwealth, unless the Commonwealth specifically requests, in writing, the notification. Supplier shall provide the Commonwealth an opportunity to review and approve the form and content of any notification before it is

provided to any party. Supplier shall fully cooperate and work with the Commonwealth to formulate and execute a plan to rectify all confirmed Security Incidents.

2) Supplier shall inform the Commonwealth within 48 hours when Commonwealth data is being sought in response to legal process or by applicable law (e.g. 18 U.S.C. §2705(b)).

g. Accessibility.

1) All information systems, applications, and digital content provided under this agreement must comply with the Commonwealth's digital accessibility standards and applicable laws, including Section 508 of the Rehabilitation Act and WCAG 2.1 AA guidelines.
2) Supplier shall ensure that all user interfaces, electronic documents, and communications are accessible to individuals with disabilities. Accessibility testing and remediation, including automated and manual testing with assistive technologies, must be incorporated into all development and implementation activities.
3) Supplier shall provide accessibility conformance documentation (e.g., VPAT or ACR) upon delivery and at each major release. Upon request, Supplier shall provide documentation verifying compliance or a remediation plan for any identified deficiencies.

EXHIBIT A

Gartner Usage Policy

Updated
15 January 2026

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. **2026 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 15-JANUARY-2026**

Gartner Usage Policy

Welcome to Gartner!

Thank you for purchasing a License to Gartner insights. We've created this Gartner Usage Policy (formerly the Usage Guidelines for Gartner Services) especially for you, the Licensed User. By continuing to use and access this website, you agree to this new title. Through easy-to-understand rules and practical scenarios, the Gartner Usage Policy is intended to help you use the Gartner Products and Services within your contractual entitlements; and also get the most value from your Gartner relationship. For the purpose of this policy and all agreements incorporating it by reference, Services means the Gartner content and related support ("Product"). For the avoidance of doubt, the terms Services and Products are used interchangeably.

This **Gartner Usage Policy** is intended to address the following areas:

- Content for Internal Use (within your company)
- Content for External Use (outside your company)
- Inquiry
- Usernames & Passwords

Baseline License: This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license (i.e., additional entitlements communicated in the Service Description or within the Content deliverable itself), the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy.

Product Specific Usage: As the Gartner product portfolio continues to expand, even baseline usage parameters may slightly vary by the type of Service the client has purchased. If a Licensed User is unclear as to how a usage parameter in this Gartner Usage Policy applies to the Service they have purchased, they should contact their Account Representative for further guidance.

Monitoring of Usage: Please note that Gartner monitors activity on our web site, including use of our Services by Licensed Users. If we see indications that a Licensed User is using our Services in a way that is inconsistent with this Gartner Usage Policy, we may limit or disable access to Gartner content for Licensed User(s) and/or investigate your use of the Services, including requiring production of information to validate that the Services are being used within your contractual entitlement. In the event of a company's non-compliance with this Policy, Gartner will issue notice of such non-compliance to your company. Following receipt of such notice, your company will have 5 business days to correct the non-compliance. Failure to do so may result in protective action by Gartner, up to and including termination of Service. In the event your company fails to correct the non-compliance, Gartner reserves the right at its sole discretion to either terminate (or limit access to) the Services or terminate the Service Agreement in its entirety. ☐As it relates to use or indication. Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact usageguidance@gartner.com.immediately disable the impacted Licensed User(s)' license(s) until the concern is addressed with the client. If you wish to view the practical scenarios, you may do so at Gartner Usage Policy. Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact usageguidance@gartner.com.

Gartner Usage Policy

Content– Internal Use (within your company)

I. While Gartner owns all right, title and interest in the Gartner content, we are licensing it to you, the Licensed User, under the following conditions:

- AS A LICENSED USER, YOU MAY USE THE GARTNER CONTENT IN THE FOLLOWING WAYS:

1. YOU MAY OPEN IT: You may open as much Gartner content as you like under the terms of your license, provided that such opening is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Services; and meets the CONDITIONS set forth below.
2. YOU MAY PRINT IT: You may print Gartner content for your personal use in your job role, but not for sharing with any third party either inside or outside your company, provided that such printing is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Service; and meets the CONDITIONS set forth below.
3. YOU MAY SHARE IT: You may share an excerpted or derivative version of the Gartner content (see below), but not the Gartner content in its entirety, so long as such sharing is (i) internal within your company, (ii) in support of your job role; and meets the CONDITIONS set forth below.

CONDITIONS

a. It is not done on a systematic or routine basis (e.g., by a Licensed User who consistently distributes a periodic summary or excerpt of Gartner content or who leverages a company business process that allows non-Users to approach the Licensed User to meet their need for Gartner insights);
b. It is limited to an internal audience only of no more than 15 people;
c. It is not done with the intent or effect of avoiding the purchase of additional User licenses;
d. It is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or other content relating to the Gartner insights; AND
e. It is not used as input into, or for the training or development of generative artificial intelligence (AI), machine learning algorithms or software, or other technologies to create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, or that allows any third parties to access, use or benefit from our proprietary intellectual property in any way.

The following uses constitute ACCEPTABLE SHARING of Gartner content:

- EXCERPTED USE: You may include a small excerpt of Gartner content (e.g., a few lines of text not to exceed 5 sentences, a paragraph, or a specific graphic) in an internal report or presentation (attributing Gartner as the source).
- DERIVATE USE: You may briefly summarize the Gartner content in your own words for your project team or senior-level decision makers (attributing Gartner as the source). No derivative use of the Gartner content by way of artificial intelligence or machine learning is permitted.

The following uses constitute UNACCEPTABLE SHARING of Gartner content:

- You may not share Gartner content in either printed or electronic format with any third-party individual either internal or external to your company.
- You may not share Gartner content with any third-party groups either internal or external to your company via email, intranet posting, or other information storage & retrieval systems.

II. Because Information Technology is rapidly evolving and changing, Gartner insights should only be relied on as of a certain date and time:

➢ AS A LICENSED USER, ONCE YOUR LICENSE TERM HAS ENDED, YOU MUST ADHERE TO THE FOLLOWING RULES:

1. You must delete all soft copies of Gartner content from your internal system. Storing Gartner content is prohibited.
2. You must destroy all printed copies of Gartner content.

Best Practices for using Gartner Content

What if I want to use Gartner content internally within my company:

For my own personal use or for a colleague?

Acceptable Use
Dawn **(Licensed User)** can open and access as much Gartner content as she wants within the scope of her company's purchased Service. Dawn can also print a hard copy of Gartner content for her personal use - so long as such use is in connection with her job role at her company.

Frank **(Licensed User)** has read Gartner content that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Share" option located in the icon bar on the Gartner content page. Please note, in order for Joan and Larry to access the Gartner content, they must be Licensed Users with the same level of access as Frank. Regardless of whether the recipient is a Licensed User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of Gartner content.

As a summary with a small group of colleagues in a business meeting?

Acceptable Use
Frank **(Licensed User)** read some interesting content on Strategic Cost Management which he would like to share in a business meeting with 10 of his colleagues. Rather than copying and distributing the Gartner content in its entirety, he summarizes the main points in a memorandum that he provides to his colleagues. This is an acceptable use so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner content), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or other content relating to the Gartner insights.

Unacceptable Use
Dawn **(Licensed User)** is the only Licensed User in her department. She has the sole function of reviewing Gartner content and distributes summaries on (1) a recurring basis and/or (2) to a large number of people in her department. This is an unacceptable use because Dawn is sharing her summary of the Gartner content (1) on a systematic or routine basis and/or (2) to an audience of

non-Users that extends beyond a 15-person project team. While permitted on an occasional and non-routine basis, Dawn's sharing in this instance is being done on a routine and systematic basis (which eliminates the need to purchase additional User Licenses). If a Licensed User is unclear as to what level of summarizing is permitted under a particular Service, they should consult with their Gartner Account Representative.

As an excerpt/quote for an internal project?

Acceptable Use
Henry **(Non-User)** is working on a project and seeks advice from his colleague, Dawn **(Licensed User)**. Dawn jots down some information she learned from the Gartner content, including a small excerpt from the content, and sends it to Henry. The excerpt is properly attributed to Gartner.

Dawn **(Licensed User)** schedules a meeting with her project team and inserts one quote, consisting of 2 sentences, and one graphic from Gartner content into her PowerPoint presentation. She is careful to properly attribute Gartner per section 6.1 of the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy).

Unacceptable Use
Frank **(Licensed User)** purchased a Gartner service that he hopes to use to compile a regular weekly "IT Newsletter" for his Non-User colleagues. His plan is to include in that newsletter excerpts from the Gartner content that he believes will be of interest to the group. This is unacceptable use. While permitted in connection with an occasional internal report, Frank's sharing may not be done on a routine or systematic basis (which eliminates the need to purchase additional User Licenses). If a Licensed User is unclear as to what level of excerpting or quoting is permitted under a particular Service, they should consult with their Gartner Account Representative.

As the entire piece of Gartner content or summaries for my colleagues in a way that is aligned to my entitlements?

Acceptable Use
Dawn **(Licensed User)** is working on a strategic initiative for her company's management. As part of this short-term project, she needs to share pertinent Gartner content with her Senior Managers. Since Dawn subscribes to a product that includes the right to share a discrete amount of content internally within her company, she is able to share the content with her Senior Managers.

Henry **(Licensed User)** has been tapped to head up a new team to investigate Cloud Computing for his company. He has found several pieces of Gartner content that he would like to share with his team at their next project meeting. Each piece of Gartner content that Henry wishes to share contains a watermark with "This content is restricted to the personal use of henry.campbell@company.com." Because the service to which Henry subscribes allows him to share 10 pieces of Gartner content internally, he can disregard the watermark messaging and use the Gartner content in the manner set forth in the relevant Service Description.

Bill **(Licensed User)** is responsible for conducting a technology assessment for his company. He is planning to use the access he has through his Gartner license to download and internally share a Gartner Toolkit to conduct the assessment. This is acceptable use if the content deliverable contains the following disclaimer: *"Unless otherwise marked for external use, the items in this [Name of Content Deliverable] are for internal noncommercial use by the licensed Gartner client. The materials contained in this Toolkit may not be repackaged or resold. Gartner makes no representations or warranties as to the suitability of this Toolkit for any particular purpose and disclaims all liabilities for any damages, whether direct, consequential, incidental or special, arising out of the use of or inability to use this material or the information provided herein."* In some instances, the content deliverable is intended to be shared externally and that subset is distinguished with the following demarcation: "Approved for External Use — Not for Resale."

Susan **(Licensed User)** has a broad range of responsibility within her role at her organization, which requires her both to research various topics and ensure she is aware of updates to the Gartner content on gartner.com. Instead of applying a script or automated technology to track the content, Susan creates alerts by topic matter in her profile on gartner.com under "What I Follow." This is an acceptable use because Gartner, both in its legal terms and policies, does not permit any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or other content relating to the Gartner insights. Further, Gartner expressly prohibits its content from being used as input into, or for the training or development of generative artificial intelligence (AI), machine learning algorithms or software, or other technologies to create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, or that allows any third parties to access, use or benefit from our proprietary intellectual property in any way.

Unacceptable Use
Sally **(Non-User)** is responsible for numerous projects throughout the year and often seeks information from her colleague, Frank **(Licensed User)**. Frank researches Sally's project topics on gartner.com and forwards the relevant Gartner content in its entirety to Sally. Each piece of content that Frank forwards to Sally contains a watermark with "This content is restricted to the personal use of frank.smith@company.com." This is an unacceptable use because Frank does not subscribe to a product that permits this type of sharing and Sally is not a Licensed User. In order for Sally to view Gartner content in its entirety, Client should contact their Account Representative to purchase an additional User License. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

As part of a presentation for his project team, Frank **(Licensed User)** excerpts multiple graphics from the Gartner content and inserts full pages of the content into the appendix of his presentation which he plans to share with his project team. This is an unacceptable use because Gartner does not permit wholesale copying or sharing of its content. Gartner does, however, permit the internal use of small excerpts of text and single graphics from Gartner content, so long as (i) the excerpting is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt of Gartner content), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or content relating to the Gartner insights, and (v) there is proper attribution per section 6.1 of the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy). Alternatively, Frank could purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License.

Because Sally **(Licensed User)** is the only Licensed User in her department and/or within her company, non-Users across the company ask Sally to provide summaries, excerpts and/or simple data points from Gartner content for their personal business use. As a Licensed User, Sally can only excerpt from or summarize Gartner content on a non-routine basis. By servicing non-Users across her department or company, Sally's excerpting and summarizing may be viewed as routine (either because she is leveraging a company business process that allows non-Users to approach her to fulfill their need for Gartner insights or because she is servicing so many one-off requests from non-Users that her use of the Service in this manner may be considered routine). These are unacceptable uses because they have the intent or effect of avoiding the purchase of additional licenses.

As the entire piece of Gartner content with a department or company wide audience in a way that is aligned to my entitlements?

Acceptable Use
Frank **(Licensed User)** reads a Gartner Magic Quadrant where his company is positioned in the Leader's quadrant for that particular technology. Eager to display this Magic Quadrant on his

company's public facing website, Frank purchases a Reprint License of the Magic Quadrant from Gartner. Gartner thereafter sends to Frank a formatted Reprint version of the Magic Quadrant that he may post on his company's intranet site per the Reprint License.

Unacceptable Use
Frank **(Licensed User)** is responsible for researching emerging technologies for his department. When he finds Gartner content of interest, he either places the document(s) in a team folder on a shared server or sends out a group e-mail with the attached PDF version of the document(s). This is an unacceptable use because Gartner does not permit Licensed Users to post the PDF version of Gartner content on department or company-wide servers or team share folders. Frank can summarize the relevant Gartner content for his team so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner content), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or other content relating to the Gartner insights. Alternatively, he can purchase a Reprint License for the relevant Gartner content.

By storing on my laptop or office computer/device?

Acceptable Use
Dawn **(Licensed User)** is often called upon to travel in her job role. As such, she likes to read Gartner content on her laptop computer while en route. As a Licensed User, Dawn is allowed to download a PDF version of the Gartner content for her personal use within her role (where PDF capability is an option on gartner.com). As a general rule, however, Gartner does not permit Licensed Users to download a PDF version of the Gartner content for the purpose of distributing to others, inside or outside of their company and regardless of whether the recipient is a Licensed User.

Unacceptable Use
Sally **(Licensed User)** is an administrator in the IT department of her company and is responsible for providing insights access to her department. Oftentimes she likes to forward Gartner content to others in her department working on key projects. To facilitate this distribution, she has downloaded and stored a number of pieces of Gartner content to a shared server. As a general rule, Gartner does not permit the downloading and storing of Gartner content on internal storage and retrieval systems for others to access (e.g., interdepartmental servers, company-wide intranet or bulletin boards, SharePoint or other information storage & retrieval systems).

Frank **(Licensed User)** has decided not to renew his Gartner license due to budget constraints. Two weeks prior to his contract end date, Frank peruses gartner.com and downloads a large amount of Gartner content that he thinks he will need for future reference. All Gartner content including Gartner insights is owned and copyrighted by Gartner. Client companies are permitted to access and view the Gartner content for the license term set forth in their Service Agreement. Once that license term has ended, the Licensed User is no longer permitted to use or store the Gartner content and will be expected to delete all remaining copies of Gartner content on its internal systems.

And am willing to purchase additional entitlements?

Acceptable Use
Sally **(Licensed User)** subscribes to a Gartner for IT Leadership Team Plus: Team Leader License and is concerned because the terms in her Service Description for that product are different from the baseline License described in the Gartner Usage Policy. In instances where a specific Gartner product offering includes entitlements that are different from the baseline license in the Gartner Usage Policy, the terms of that product offering will apply (and take precedence over the baseline License in the Gartner Usage Policy) for the duration of Sally's Service Agreement.

For Gartner forecast and/or market share data?

Acceptable Use
Bill **(Licensed User)** is responsible for Market Intelligence. For this quarter's result only (e.g., once), he would like to share with his company's India country manager the Gartner market share data that shows their #1 competitor's revenue results for the quarter in the PC market in India. Bill plans on sharing this excerpt internally only with his company's India Country manager and will appropriately source Gartner (i.e., stamped "company name" Internal Use Only) and send to the country manager via email. This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner market share report reflecting no more than five (5) competitors, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an individual non-User (the India country manager).

Frank **(Licensed User)** is looking to provide his product marketing team of three (3) people the forecast data for mobile devices for an upcoming strategy meeting. His PowerPoint presentation includes three (3) years of forecast data for two (2) segments and he will appropriately source Gartner (i.e., stamped "company name" Internal Use Only). This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner forecast report, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an internal audience only of no more than 15 people.

Unacceptable Use
Susan **(Licensed User)** is the only Licensed User in her Marketing department. She has the sole function of preparing Competitive Analysis for her company. She primarily supports the product management executives. She is repeatedly asked (i) for more than a summary data excerpt OR (ii) to import or otherwise enter Gartner Market Share data into an internal data warehouse or other internal system OR (iii) to post the data set, summaries of the data or excerpts of Gartner Market Share to her company's internal intranet or external website. Each of these is an unacceptable use because Susan is being asked to share Gartner Market Share data on a systematic or routine basis, or import Gartner Market Share Data to an internal data warehouse or other system/tool or post Gartner Market Share data on a company intranet or external website (i.e., the i, ii and iii requests referenced above). For proper use of Gartner Market Share or Market Forecast data contact usageguidance@gartner.com.

REMINDER: This is a baseline license that may vary depending on your purchased product.

Gartner Usage Policy

Content - External Use (outside your company)

We welcome you, the Licensed User, to open as much Gartner content as you like: for your personal use within your job and within the scope of your Service.

Gartner content cannot be shared (a) outside your company, or (b) via email, internet posting, or other external information storage & retrieval systems.

If your job role requires you to share Gartner content outside of your company, you may:

- Excerpt or reference with prior written approval from Gartner Content Compliance, here, and in accordance with the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy).
- Purchase a Reprint License for External Use. Contact the Reprints team for more information on Reprint Licenses.

Best Practices for using Gartner Content

What if I want to use Gartner content outside my company…

As a Gartner approved excerpt/quote for an external use?

Acceptable Use
Frank **(Licensed User)** is planning a presentation at a local business seminar and wants to incorporate into his PowerPoint quotes from the Gartner content. Prior to the presentation, Frank consults the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy) and submits his request to Gartner Content Compliance, here, for approval of his proposed use of the Gartner quotes. Following receipt of the Gartner approval, Frank delivers a knock-out presentation.

Sally **(Licensed User)** is not sure how much Gartner content she is allowed to excerpt/quote or otherwise reference in his upcoming article she is publishing for an IT conference. She is struggling with how much she is permitted to quote or reference under the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy). Wanting to be in compliance, Sally reviews the policy and submits a request to Gartner Content Compliance for guidance and approval, here.

Unacceptable Use
Dawn **(Licensed User)** who is responsible for issuing her company's press releases, incorporates Gartner content into the company's press release without first obtaining written approval from Gartner. This is unacceptable because the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy) requires that all external use of Gartner content receive prior written approval from Gartner. Dawn should review the policy and contact Gartner Content Compliance, here, for pre-approval.

And am willing to purchase a Reprint License to share Gartner Content outside my company?

Acceptable Use
Laura **(Licensed User)** is the head of Public Relations and recently purchased a Reprint License which provides her with distribution rights to a Magic Quadrant in which Gartner placed her company in the Leaders quadrant. Laura would like to share the evaluation with her prospects and clients. After working with and receiving approval from the Gartner Reprints team for the promotional language in her e-mail, Laura may send her email (containing the link to the Reprint) to her prospects and clients. Everyone thoroughly enjoyed reading the Magic Quadrant report in its entirety.

Dawn **(Licensed User)**, an Analyst Relations director at her company, purchases a Reprint License of a Gartner Vendor Rating where her company is favorably positioned. Dawn shares the Reprint externally in accordance with the terms of her company's Reprint License with Gartner.

Unacceptable Use

Frank **(Licensed User)**, who works for a Public Relations firm, is responsible for researching technology trends on behalf of his clients. When he finds Gartner content of interest he sends to his clients a group e-mail with the copyrighted PDF version of the document(s) as an attachment. This is an unacceptable use because Gartner does not permit Licensed Users to forward via e-mail a PDF version of Gartner content. While Frank cannot share the full piece of Gartner content via his group e-mail, he does have two choices; he may either (i) purchase a Reprint License so that he could use the content in its entirety, per the terms of his Reprint License, or (ii) select a few key sentences from the Gartner content to share via his group e-mail. If Frank opts for choice (ii) he should contact Gartner Content Compliance, here, with his draft e-mail containing the few key sentences. Once he receives approval from Gartner Content Compliance, he may then e-mail the approved quote to his Clients provided that this quoting is done on a non-routine basis.

REMINDER: This is a baseline license that may vary depending on your purchased product.

Gartner Usage Policy

Inquiry

We welcome you to call us if you are a Gartner Licensed User with Inquiry Service.

You may use our Inquiry sessions (or written responses, as applicable and approved) to discuss:

- Key questions or decisions you, as the Licensed User, are facing directly in your role
- Interpretation of Gartner content
- Document reviews of business-related documents (up to twenty (20) pages max including its attachments)
- Proposal reviews for technology purchases such as IT outsourcing proposals (up to twenty (20) pages max per proposal including its attachments)

Non-Users, inside or outside the Client company, may not participate on Inquiry sessions or receive copies of written responses. For the avoidance of doubt, "participate" in this context means Non-Users:

- May not physically attend an Inquiry session
- May not listen in to an Inquiry session
- May not record or transcribe an Inquiry session by any means

NOTE: Inquiry session notes may be shared with other individuals so long as (i) the sharing is not done on a systematic or routine basis; (ii) distribution is limited to an internal audience only (e.g., project teams of no more than 15 people; and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses.

Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased (not all Services include Inquiry entitlement). For additional guidance on your service-specific entitlements, please consult your account representative.

Best Practices for using Inquiry

What if I want to use Inquiry…

Do all Gartner Services offer access to Gartner Inquiry?

Acceptable Use
After reading Gartner content about Banking and Investment Services, George **(Licensed User)** would like to speak with the Gartner Industry expert who authored it to ask some second-level questions regarding the information he read. Since George has the necessary Advisor-level access with his Industry Advisory Services License, George may ask Gartner to schedule an Inquiry session with the relevant Gartner Industry expert.

Unacceptable Use
Sally **(Non-User)** must provide guidance to her senior leadership team on how to best restructure their network and communications systems. Sally's colleague, Frank **(Licensed User)** schedules an Inquiry session; Sally participates in his place. This is unacceptable use because Non-Users may not participate on Inquiry sessions. Frank may, however, take notes on his Inquiry session and share those notes with Sally on an ad hoc basis; or alternatively, the company may contact their Account Representative to purchase a User License for Sally so that she can participate in her own right on Inquiry sessions. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Who can join me on an Inquiry session?

Acceptable Use
George **(Licensed User)** is working with a group of colleagues, all of whom have Advisor-level licenses for Industry Advisory Services. They are launching a project related to gaining a competitive edge in the global manufacturing market. In preparation for the launch, George would like to schedule an Inquiry session with a Gartner Industry expert to better understand the key issues. This is an acceptable use of Inquiry, as all participants have an Advisor-level license for Industry Advisory Services.

Dawn **(Licensed User)** subscribes to the IT Leadership Team solution, and her company has designated her as the **Leader Licensed User**. She and her IT Leadership Team Members are assessing a potential vendor and need to speak to a Gartner expert regarding the vendor selection process. As the Leader, Dawn schedules the Inquiry session for herself and the IT Leadership Team Members. This is an acceptable use of Inquiry, as i) the Team Leader must schedule and attend the session, and the Team Members who are Licensed Users may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda, and ii) Inquiry call topics are limited to experts and content deliverables associated with the Service.

Unacceptable Use
Frank **(Licensed User)** is an Enterprise Architect who is responsible for multiple projects throughout the year. Frank likes to have other colleagues join him in his Inquiry sessions to ensure that there is consensus and that all relevant questions are answered during the session. Sometimes, Frank invites a large group of participants to these Inquiry sessions, none of whom has the Advisor-level or team license required for participation. This is an unacceptable use of Inquiry sessions, because only Licensed Users with the correct access level for the relevant service may participate in Inquiry sessions. If Frank wants to have other colleagues participate with him in Inquiry sessions, Frank should contact his Account Representative who will help Frank find an appropriate solution to meet his requirements.

Sally **(Licensed User)** is an administrator in the IT department of her company and currently subscribes to an Advisor-level license for Industry Advisory Services. Often times she sets up Inquiry sessions for others in her department working on key projects (i.e., regardless if the other person is a non-User or Licensed User with a different level of access). Sally never joins the Inquiry sessions. As a general rule, participation in Inquiry sessions is limited to Licensed Users who are entitled to Inquiry for the same type of service under their company's contract with Gartner. Non-Users, inside or outside the Client company, may not participate in Inquiry sessions.

Dawn **(Licensed User)** is an Analyst Relations professional and has scheduled an Inquiry session to discuss a new product launch. Dawn would like to invite Non-Users to participate in the Inquiry session. She promises that they will only listen and not engage with the Gartner expert. This is an unacceptable use of Inquiry sessions, because (i) only Licensed Users with the correct access level for the relevant service are permitted to participate, attend, or listen to an Inquiry session; and (ii) Non-Users are prohibited from both (a) physically attending an Inquiry session or (b) listening in to an Inquiry session.

John **(Licensed User)** is a Product Development professional and has scheduled an Inquiry session to discuss a product strategy for which he is collaborating with a third-party vendor. John would like to invite Sally **(Licensed User)** from the third-party vendor to participate in the Inquiry session. This is an unacceptable use of Inquiry sessions, because Inquiry sessions are strategic conversations limited to the Gartner expert(s) and the Licensed User(s) from the single client company only. Licensed User(s) from other companies may not participate.

What may I share from the Inquiry session and who may I share it with?

Acceptable Use
George **(Licensed User)** is assigned to a project team and schedules an Inquiry session with Gartner for additional insight on a subject. George may take notes during the Inquiry session and share those notes internally with his colleagues on the project team. Sharing notes from an Inquiry session internally with colleagues on a project team is an acceptable use so long as (i) it is not done on a systematic or routine basis; (ii) distribution is limited to an internal audience only (e.g., project teams of no more than 15 people; if it is more than that please consult usageguidance@gartner.com for additional guidance); and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses.

Dawn **(Licensed User)** has read Gartner content for her upcoming vendor selection process. Dawn noticed that Gartner has not published any content for 3 years on the vendor that she is considering. Since Dawn has a Gartner for IT Leaders Advisor license that entitles her to Inquiry, she schedules an Inquiry session with the Gartner expert to determine how that vendor is faring in the marketplace. The Gartner expert may provide Dawn with up-to-date data and insights to help her in the selection process. Also note: the Gartner expert may not recommend that specific vendor to the client for selection.

John **(Licensed User)** is the CIO for a small company in a smaller geography. He is responsible for implementing an ERP system and has read interesting Gartner content, but he is uncertain as to whether the advice provided in the Gartner content applies to his company. Since John subscribes to the Gartner for IT Executives CIO product, he schedules an Inquiry session to ask for additional guidance beyond what is published in the Gartner content. The Gartner expert may provide John with recommendations and information to consider so that John has greater insight to make an informed ERP selection.

Unacceptable Use
Dawn **(Licensed User)** is responsible for numerous cost-cutting initiatives in her company's IT department and would like to work with a Gartner expert to set up an Inquiry session to discuss her company's detailed cost-cutting strategy and conduct an in-depth discussion to establish priorities and estimated time frames. Since this request requires additional research and/or the development of supporting material by the Gartner expert, it cannot be fulfilled in a 30-minute Inquiry session. Alternatively, Dawn may purchase from her Account Representative a Strategic Advisory Services (SAS) Internal Advisory Session.

John **(Licensed User)** contacts Gartner to schedule an Inquiry session about *Camera Depot* and the latest developments in digital SRL cameras, a vendor and topic that Gartner does not cover in its content. In this case, John must look elsewhere for guidance on this particular vendor and topic.

May I record or transcribe Inquiry sessions?

Unacceptable Use
Frank **(Licensed User)** schedules an Inquiry session to discuss Gartner content on "Green IT Strategies." Frank wants to record the Inquiry session so that he can share the information he learns with a key group of managers within his company. This is an unacceptable use because Gartner does not permit clients to record or transcribe Inquiry sessions. While Frank may share personal notes he takes during the Inquiry session, a verbatim recording of the Inquiry session is not permitted.

Ben (**Licensed User)** subscribes to a Gartner license with Inquiry privileges and schedules an inquiry session with a Gartner expert. He wants to ensure he captures everything the Gartner expert states during the session, therefore, he leverages a conversational artificial intelligence tool to transcribe his session into a recorded/transcribed conversation. This is unacceptable use because Gartner does not permit Inquiry sessions to be recorded or transcribed by any means. Instead, Ben may take his own notes of the Inquiry session for his future reference.

What if product purchased has different Inquiry entitlements from Gartner Usage Policy?

Acceptable Use
George **(Licensed User)** subscribes to an Executive Programs Leadership Team License and is concerned because the terms in his Service Description for that product are different from the baseline License described in the Gartner Usage Policy. In instances, where a specific Gartner product offering includes entitlements that are different from the baseline license in the Gartner Usage Policy; the terms of that product offering will apply for the duration of George's Service Agreement.

Sally **(Licensed User)** is a Product Manager that subscribes to a Product Management & Marketing (PMM) License with Advisor-level access and would like to speak with a Gartner expert about the latest Forecast: Enterprise Application Software Worldwide and would like to ask some questions about the content. Sally may ask Gartner to schedule an Inquiry Session with a relevant Gartner expert since Market Analysis & Statistics content is entitled through the licensed content deliverables of her Service.

Unacceptable Use
John **(Licensed User)** is a Product Manager that subscribes to a Product Management & Marketing (PMM) License with Advisor-level access and would like to speak with a Gartner expert to ask some questions related to challenges he is having specific to innovation and portfolio management to help guide his organization's strategy based on market insights in this area. This is an unacceptable use of Inquiry, because the call topic falls outside of the licensed content deliverables of PMM, which does not entitle Product Management role-based content. Inquiry call topics are limited to the licensed content deliverables of the Service.

Ben **(Licensed User)** is a Product Manager that subscribes to a Gartner for Product Team (GPT) Leaders License with Advisor-level access. Ben would also like to invite George **(Licensed User)**, who works within the same organization. George is also a Product Manager but subscribes to a Product Management & Marketing (PMM) License with Advisor-level access. This is unacceptable use because George is not entitled to participate on the GPT Team Inquiry, as the topic falls outside of George's licensed content deliverables of PMM. Inquiry call topics are limited to the licensed content deliverables of the Service assigned to the Licensed User.

How may I share Gartner expert written responses and who may I share them with?

Acceptable Use
Dawn **(Licensed User)** subscribes to a Gartner license with Inquiry privileges. Instead of scheduling an Inquiry session, she has requested and received permission from Gartner for the expert to provide a written response to her question. Dawn would like to share the Gartner expert's written response with her CIO. A Licensed User may excerpt from or summarize in their own words a Gartner expert's written response and share that excerpt or summary internally within their company only, so long as (i) the excerpting or summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt or summary of Gartner insights); (ii) distribution is limited to an internal audience only of no more than 15 people; and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses.

Unacceptable Use
Frank **(Licensed User)** subscribes to a Gartner license with Inquiry privileges. As part of a vendor selection process he is working on, he requests the Gartner expert to provide a written response regarding the pros and cons of doing business with a particular vendor. Frank decides to share the

expert's written response with that vendor. This is an unacceptable use of expert written responses, which are confidential and intended solely for use by the Licensed User. Any external sharing of a Gartner expert's written response is in violation of Gartner policy.

Is it permissible for me to share a confidential vendor proposal with the Gartner expert?

Acceptable Use
Frank **(Licensed User)** subscribes to a Gartner Service with Inquiry privileges including Proposal reviews. He would like to request the Gartner expert to conduct a Proposal review of his upcoming vendor renewal. Frank is concerned that he may be violating the confidentiality provision in his existing vendor contract. Frank should follow the guidance of his legal team in determining whether the terms of his existing contract permit him to share the document with professional advisors who are bound to confidentiality agreements with their clients.

May I use Inquiry for a Document or Proposal review?

Acceptable Use
Frank **(Licensed User)** is gearing up for his strategic marketing plan presentation to his senior management. He has prepared a 15-page presentation that he would like for the Gartner expert to review. If Frank subscribes to a license with the appropriate Inquiry entitlements, he may leverage an Inquiry session for a Document review. As a general rule, Gartner experts will conduct Document reviews specific to Requests for Proposal (RFP), marketing or business plans, and other business-related documents. The document size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Frank for the expert to try to analyze and discuss more than 20 pages during an Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Dawn **(Licensed User)** is preparing her strategy for an upcoming IT outsourcing negotiation and would like to determine if there is an opportunity to improve the business terms of the proposal. If Dawn subscribes to a license with the appropriate Inquiry entitlements, she may leverage an Inquiry session for a Proposal review. As a general rule, Gartner experts will conduct reviews specific to unsigned pricing proposals; business terms and conditions; and negotiation strategies. However, the proposal size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Dawn for the expert to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Unacceptable Use
George **(Licensed User)** is in the early stages of preparing to negotiate a software renewal which is a 100-page proposal and includes several attachments. He would like to leverage his Inquiry entitlement and schedule a Gartner expert to review and discuss the proposal in its entirety; however, given the 20-page restriction, he intends to schedule a series of Inquiry sessions with the same or different Gartner expert(s) to review and discuss 20 pages at a time. This is an unacceptable use of Inquiry because Proposal reviews are limited to 20 pages max per document including its attachments. It is not practical for Gartner or useful to George for the expert to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, if George were to break up the review amongst multiple experts it would lack consistency or continuity a one-time discreet review would deliver. Lastly, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal and its attachments exceed 20 pages, contact your Account Representative regarding Gartner Consulting's Contract Optimization Service or the purchase of a Strategic Advisory Services ("SAS") engagement.

John **(Licensed User)**, the CMO of his company, is developing sales collateral and messaging before taking his new product to market. He would like to schedule an Inquiry session to ensure the value proposition is messaged correctly for his company's target markets. Even though the sales collateral and messaging is under the 20-page limit, John would also like to include additional reference materials for the Gartner expert to review. This is an unacceptable use of Inquiry because Document

reviews are limited to the document itself (up to 20 pages) and no additional reference materials will be reviewed. It is not practical for Gartner or useful to John for the Gartner expert to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the document you wish to be reviewed include any additional reference materials, you may contact your Account Representative to purchase a Strategic Advisory Services ("SAS") engagement.

Dawn **(Licensed User)** would like for Gartner to review an important hardware proposal for an upcoming renewal. She would like the Gartner expert to review the proposal in its entirety, however it exceeds 20 pages. To get around the 20-page limitation, Dawn is considering to significantly modify the formatting of the contract. This is an unacceptable use of Inquiry because Proposal reviews are limited up to 20 pages max per document including its attachments. It is not practical for Gartner or useful to Dawn for the expert to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal you wish to be reviewed exceed 20 pages and or include any additional reference materials, you may contact your Account Representative regarding Gartner Consulting's Contract Optimization Service or the purchase of a Strategic Advisory Services ("SAS") engagement.

REMINDER: This is a baseline license that may vary depending on your purchased product.

Gartner Usage Policy

Usernames & Passwords

As a Licensed User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company/agency. For government clients, company may include agencies responsible for the oversight and administration of specific functions.

There are two exceptions where your Username and Password may be reassigned to another within your company:

- If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
- If you permanently leave your company; and
- So long as it is not done with the intent or effect of avoiding the purchase of additional User licenses

NOTE: When your company substitutes a Licensed User, the new Licensed User must be located in the same country as the original Licensed User. Where not possible, please consult your Account Representative to purchase an additional User license locally.

NOTE: When your company designates Licensed Users based in the United States, your company acknowledges and agrees that those licenses are offered, sold, provided and serviced solely by Gartner, Inc.

NOTE: In situations where your company desires to assign a license to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);
- Company must contractually agree to pass on to contractor the Gartner Usage Policy and to be liable in the event of any misuse or non-compliance with the Services;
- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
- In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and
- Upon termination of the contractor's service term with your company please arrange to reassign the User License to another within your company per Gartner Usage Policy referenced above.

Best Practices for proper use of your Username and Password

Why must my Username be my email address?

Acceptable Use
Martha is a newly designated licensed user **(Licensed User)**. Since Usernames must be personal to the Licensed User, either Martha's e-mail address at her company or her proper name may be used for her Username.

Unacceptable Use
John Baker, a newly licensed user **(Licensed User)**, has recently been assigned a Gartner Core content Advisor License. John requests that his Username reference the name of his department or his department's generic e-mail address. This is an unacceptable use because Usernames must be personal to the Licensed User and may not reference a company department or departmental e-mail address. An acceptable Username in this scenario is John Baker, or john.baker@client_company.com.

When is it acceptable to assign a new person to an existing license (i.e., swap out Username & Password)?

Acceptable Uses
Judy **(Licensed User)**, an IT manager at Client company, leaves Client company to accept employment elsewhere. At Client's request, Gartner will issue a new Username and Password to a substitute Licensed User designated by Client company.

Dawn **(Licensed User)** leaves the IT department of her Canadian-based company and accepts another position in that company that does not require her to access Gartner content. At Client's request, Gartner may issue a new Username and Password to a substitute Licensed User designated by Client company provided such Licensed User is also based in Canada.

Sally **(Licensed User)** is about to take maternity leave for three months and would like to reassign her license to John while she is on leave. If a Licensed User is out on medical leave, Gartner will allow a license transfer to a different individual so long as (i) the Licensed User is on medical leave greater than 30 consecutive days, and (ii) the license is transferred back to the original Licensed User upon their return from medical leave.

Unacceptable Uses
Frank **(Licensed User)** offers to assist his colleague Sally **(Non-User)** on her work-related project by permitting Sally to log on to gartner.com using his Username and Password. In order for Sally to log on to gartner.com, she would need to have her own User License. Client should contact their Account Representative to purchase an additional User License. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Frank **(Licensed User)** is part of an IT team along with colleagues, Sally and Kate **(each, a Non-User)**. Frank administers the Gartner Licenses on behalf of his team. Although Frank's job has not substantially changed, he thinks that Sally could benefit from access to Gartner content. Frank assigns his Username and Password to Sally for the duration of the project; and when the project is completed, Sally reassigns the Username and Password to Frank. Frank **(Licensed User)** then assigns his Username and Password to Kate **(Non-User)** so that she may access the Gartner Services. This is an unacceptable use because Gartner does not permit systematic "recycling" of a single Gartner User License.

Pat **(Licensed User)** has a broad range of responsibility within her role at her organization and confirmed she benefits from her Gartner access across all topic areas she covers. After next week, some of her responsibilities will be shifted to George **(Non-User)** and she has requested her license be transferred to him given the change in responsibilities. It is a requirement that Gartner validate the change in responsibilities, confirming existing against new responsibilities to determine the continued need for Gartner access. This is an unacceptable use because Pat confirmed she benefits from her Gartner access across all topic areas she covers, including those that will remain with her, even after some responsibilities are transferred to George. Instead, Pat's organization should procure the necessary license(s) to address George's need for Gartner access.

REMINDER: This is a baseline license that may vary depending on your purchased product.

NASPO ValuePoint Master Agreement

For

Procurement Assistance and Support Services (PASS)

A Contract for the NASPO ValuePoint Cooperative Purchasing Program

Acting by and through the **State of North Carolina** (Lead State)

Division of Purchase & Contract

325 N Salisbury St.

Raleigh, NC 27603

And

Gartner, Inc.

56 Top Gallant Road

Stamford, CT 06902-7700

Master Agreement Number:

DPC-1428523190-SA-21-PASS_ITRAC

Effective Dates:

January 19, 2026 - January 18, 2029,

With the option of three {3} annual renewals.

Total contract term not to exceed six {6} years.

Table of Contents

1) Execution Page

2) Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions

3) Attachment B-Scope of Work

4) Attachment C - Labor Rates/Price Sheet

NC DOA
Department of Administration

Procurement Lead: Sandy Anderson Sandy.anderson@doa.nc.gov 984-236-0216	**REQUEST FOR BEST AND FINAL OFFER** **NO. DPC-1428523190-SA-BAFO**
	Offers will be received until:
	Issue Date: November 26, 2025
	Commodity Number: **8010 – Management Advisory Services** **8110 – Professional Engineering Services** **80 – Management and Business Professionals and Administrative Services**
	Description: Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services.
	For Nationwide Use of All Participating State Entities
See page 2 for Submission Instructions	

NOTICE TO VENDOR: Offers submitted in response to this Best and Final Offer (BAFO) for the furnishing and delivering the goods and services described herein, shall be received as soon as practicable. Refer to page two for submission instructions. Offers are subject to rejection unless submitted on this form.

EXECUTION: In compliance with this Request for BAFO, along with the terms and conditions in the original solicitation, as maybe modified herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion or fraud.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers will not be accepted.

VENDOR: GARTNER INC	EMAIL: americascontracts.cons1@gartner.com	
STREET ADDRESS: 56 Top Gallant Rd	P.O. BOX: .	ZIP: .
CITY & STATE & ZIP: Stamford, CT 06902-7700	TELEPHONE NUMBER: 239-940-7261	TOLL FREE TEL. NO: .
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Alexandra Canizales	FAX NUMBER: .	
AUTHORIZED SIGNATURE: Alexandra Canizales (Jan 9, 2026 10:36:20 EST)	DATE: 01/09/2026	

Offer valid for ninety (90) calendar days from date of opening unless otherwise stated here: 180 days.

ACCEPTANCE OF OFFER: If the State accepts any or all parts of this offer, an authorized representative of the Agency shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original Solicitation which have not been superseded herein, and the North Carolina General Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accept and Contract awarded this date of 01/ 09/ 2026, as indicated on the attached certification, by Sandy Anderson

(Authorized Representative of NCDOA – Purchase & Contract)

SUBMISSION INSTRUCTIONS: Vendor shall submit its offer directly to the Procurement Lead identified at the top. Any files submitted shall not be password protected and shall be capable of being copied to other media.

REQUEST FOR BEST AND FINAL OFFER (BAFO):

This request is to solicit a best and final offer from Vendor for PASS and IT RAC services. The offer should integrate the previous response to the Solicitation and any changes listed below. Any individual Vendor may receive a different number of BAFO requests than other Vendors.

Specific requests begin on the next page. Vendor may copy requests onto additional pages, as needed, to provide sufficient space for its response. The sections from the original terms that have been modified are listed below:

- **Section V – ValuePoint Provisions - Most Favored Customer.** Removed and replaced with "obligation to act in good faith"
- **Section VII – Ordering.** Clarifies period of performance on subscriptions.
- **Section X – Warranty.** Slight adjustment to the warranty provisions and how far they extend.
- **Section XI – Product Title/Intellectual Property.** Clarifying who owns the IP and what the information may be used for.
- **Section XII – Indemnification and Limitation of Liability.** Limitation of Liability was added to the terms and conditions.
- **Section XIV – General Provisions – Special Research & Advisory Terms.** Terms applicable to the subscription and IT research services that are provided under the awarded category.

This BAFO hereby replaces the original Attachment A Terms and Conditions as it was published within the solicitation and intended to be Attachment A as part of the Master Agreement, with the modified and agreed upon Attachment A Terms and Conditions.

North Carolina and Vendor agree upon adjustments to the terms and conditions based upon exceptions submitted by Vendor which are shown and reflected in Attachment A and is included below for reference. Changes to the above Sections will be reflected in the terms as shown below.

Attachment A – Master Agreement Terms and Conditions

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

I. DEFINITIONS

A. **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

B. **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

C. **Contract Administrator** is a representative of the Lead who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

D. **Contract Manager** is a representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

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

F. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

G. **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

H. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

I. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

J. **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

K. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

L. **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

M. Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

N. **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliveries supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

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

II. Term of Master Agreement

A. Initial Term. The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

B. Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

C. Amendment Term. The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

A. Order. Any Order placed under this Master Agreement will consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. NASPO ValuePoint Master Agreement, including all attachments thereto;
3. A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
4. The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
5. Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

B. Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

C. Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

A. Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

B. Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

C. Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official

D. Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate

in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

E. **Notice of Participating Addendum**. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

F. **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

G. **Prohibition on Resale**. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

H. **Individual Customers**. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

I. **Release of Information**. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

J. **No Representations**. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

A. **Applicability**. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

B. **Administrative Fees**

1. **NASPO ValuePoint Fee**. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

2. **State Imposed Fees**. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

C. **NASPO ValuePoint Summary and Detailed Usage Reports**

1. **Sales Data Reporting**. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of

Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

2. **Summary Sales Data** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

3. **Detailed Sales Data**. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

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

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

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

1. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

2. **Onboarding Plan**. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

3. **Annual Contract Performance Review**. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

4. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5. **Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5 shall prohibit Contractor from contracting with an entity with substantially

similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers

E. NASPO ValuePoint eMarketPlace

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

2. Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

3. Regardless of how Contractor's presence is reflected in the eMarketPlace (i.e., hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

4. Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

5. Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

6. Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

7. Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

8. Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

9. NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

10. In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

11. Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

a. Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

b. Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

c. NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

i. Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

ii. Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

iii. eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

12. Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

a. The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

b. A Lead State contract identification number for this Master Agreement;

c. Detailed product line item descriptions;

d. Pictures illustrating products, services, or solutions where practicable; and

e. Any additional NASPO, Lead State, or Participating Addendum requirements.

F. Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

G. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

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

VI. Pricing, Payment & Leasing

A. Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity. All prices and rates must be guaranteed for one (1) year.

1. All prices and rates must be minimally guaranteed for one (1) year, beginning at the Master Agreement execution date (Price Guarantee Period).

2. Following the initial one (1) year Price Guarantee Period, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least thirty (30) days prior to the effective date.

3. Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

4. No retroactive adjustments to prices or rates will be allowed.

5. During Master Agreement term Contractor (Offeror) may extend greater discounted pricing to the Purchasing Entity as order details as purchasing volume, equipment type, location, etc. become known.

6. Price increase requests shall be submitted in writing to the Contract Manager, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The Lead State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the Lead State at any time

B. **Payment**. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

C. **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

A. **Order Numbers**. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

B. **Quotes**. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

C. **Applicable Rules**. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

D. **Required Documentation**. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

E. **Term of Purchase**. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

1. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof. Subscription based services may be purchased up to the Master Agreement Expiration date and extend to one year beyond the expiration of the Master Agreement. The period of performance for consulting services may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

2. Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

3. Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

4. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

5. Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

F. Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

1. The services or supplies being delivered;
2. A shipping address and other delivery requirements, if any;
3. A billing address;
4. Purchasing Entity contact information;
5. Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
6. A not-to-exceed total for the products or services being ordered; and
7. The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

G. Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

H. Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

A. Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

1. Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

B. Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

C. Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

D. Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

A. Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

B. Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

C. Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

1. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

2. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

D. **Failure to Conform**. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

E. **Acceptance Testing**. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

1. The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

2. If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

3. Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

4. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

5. No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

A. **Applicability**. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

B. **Warranty**. The Contractor warrants that it shall perform the services in good faith and in a professional manner. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE PURCHASING ENTITY

C. **Breach of Warranty**. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

D. **Rights Reserved**. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

E. **[This section intentionally omitted.]**

XI. Intellectual Property

A. **[This section intentionally omitted.]**

B. The Purchasing Entity retains all rights, title and interest in any and all derivative works or compilations of Contractor's Works or Documents, created both independently or in party with the Contractor, its employees, agents, or subcontractors. Contractor shall assign to Purchasing Entity ownership of any Products and Services originally created for and submitted to the Purchasing Entity, provided, however, that Contractor may use, reproduce, display and distribute

excerpts and data from the Products or Services, either alone or together with other material, in the ordinary course of Contractor's business, so long as such excerpts and data do not identify Purchasing Entity by name or contain any of the Purchasing Entity's confidential or proprietary information, and provided further that Contractor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Contractor's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property"). Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of the Purchasing Entity's confidential information. Notwithstanding the foregoing, no license or right is granted to Contractor to use of sublicense the Deliverables themselves, except as expressly authorized in writing by the Purchasing Entity.

C. **License of Pre-Existing Intellectual Property**. Contractor grants to the Purchasing Entity, for internal purposes only, a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property. Notwithstanding the foregoing, Each Party retains all rights, title, and interest in any and all of the intellectual property rights, including copyrights, patents, trade secrets, and service marks, if any in the Products and Services provided to the other Party, its employee(s), agents or subcontractors(s) for any purpose in and under this Master Agreement or any Participating Addendum.

XII. Indemnification and Limitation of Liability

A. **General Indemnification**. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property directly caused by the negligence or willful misconduct of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

B. **Intellectual Property Indemnification**. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

1. The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

a. provided by the Contractor or the Contractor's subsidiaries or affiliates;

b. specified by the Contractor to work with the Product;

c. reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

d. reasonably expected to be used in combination with the Product.

2. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

3. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

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

C. Limitation of Liability. In no event will either party be liable for any consequential, indirect, special, or incidental damages such as damages for lost profits, business failure or loss, arising out of this Agreement, whether or not such party has been advised of the possibility of such damages. Except with respect to Contractor's obligations under Section XII (Indemnification), Contractor's entire liability arising out of an Order shall be limited to and shall not exceed two (2) times the amount paid to Contractor by the Purchasing Entity in the 12 months preceding the act or omission giving rise to the claim, or $2,000,000, whichever is greater.

XIII. Insurance

A. Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

B. Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

C. Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

1. Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

D. Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

E. Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

F. Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

G. Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

H. Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

A. Records Administration and Audit

1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General),

and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

3. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

B. Confidentiality, Non-Disclosure, and Injunctive Relief

1. **Confidentiality**. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

   a. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

   b. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

   c. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

   a. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

   b. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

   c. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at

Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

d. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

3. Injunctive Relief. Contractor acknowledges that Contractor's breach of Section B. Confidentiality, Non-Disclosure, and Injunctive Relief, 2. Non-Disclosure would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

4. Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

5. NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

6. Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

C. Assignment/Subcontracts

1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

2. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

D. Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

E. Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

F. Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

G. Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

H. Defaults and Remedies

1. The occurrence of any of the following events will be an event of default under this Master Agreement:

a. Nonperformance of contractual requirements;

b. A material breach of any term or condition of this Master Agreement;

c. Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

d. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

e. Any default specified in another section of this Master Agreement.

2. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

3. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

a. Any remedy provided by law;

b. Termination of this Master Agreement and any related Contracts or portions thereof;

c. Assessment of liquidated damages as provided in this Master Agreement;

d. Suspension of Contractor from being able to respond to future bid solicitations;

e. Suspension of Contractor's performance; and

f. Withholding of payment until the default is remedied.

4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

I. Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

J. Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

K. No Waiver of Sovereign Immunity

1. In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

2. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

L. Governing Law and Venue

1. The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

2. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

M. Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

N. Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

O. Special Research & Advisory Terms

These Subscription Terms and Conditions (the "Terms and Conditions") below shall apply exclusively to the procurement and provision of Contractor's subscription-based products and services by Purchasing Entities. In the event of a conflict between these Terms and Conditions and any other terms of the Master Agreement herein or any other applicable contract or agreement, these Terms and Conditions shall govern the use of such subscription-based products and services.

1. **Service Orders.** Service Orders (formerly called Service Agreements) set forth the Service(s) to be provided by Contractor (as more fully described in one or more "Service Descriptions"), the term of Purchasing Entity's license for such Services, and the fees payable by Purchasing Entity. Service Orders are non-cancelable and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period. A Service Description describes each Service purchased including the service name, levels of access and deliverables for each Service, sets forth any additional terms unique to a specific Service, is accessible via the hyperlink listed in the Service Order for the Service purchased in a Service Order or as attached to each Service Order, and in each case is incorporated by reference in the Service Order. Contractor may periodically update the service names, levels of access and the deliverables for each Service. If Purchasing Entity adds Services or upgrades the level of service or access, an additional Service Order will be required.

2. **Ownership and Use of the Services.** Contractor owns and retains all rights to the Services not expressly granted to Purchasing Entity. Only the individuals named in the Service Order (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Purchasing Entity agrees to review and comply with theContractor Usage Policy, which is accessible to all Licensed Users via the "Policies" section of Contractor.com. Among other things, the Contractor Usage Policy describes how Purchasing Entity

may substitute Licensed Users, excerpt from and/or share Contractor research documents within the Purchasing Entity internally, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. PURCHASING ENTITY RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT PURCHASING ENTITY MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. PURCHASING ENTITY UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Confidential Information.** Each party agrees to keep confidential any information communicated by the other party in connection with these Service Terms that (i) is clearly marked confidential if provided in written form, (ii) is preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 30 days of its initial disclosure, or (iii) can be determined to be confidential by a reasonable person based upon the nature of the information disclosed and the circumstance of disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by the receiving party; (3) entered the public domain through no fault of the receiving party subsequent to the disclosing party's communication to the receiving party; (4) is in the receiving party 's possession free of any obligation of confidence at the time of the disclosing party's communication to the receiving party; or (5) is communicated by the disclosing party to a third party free of any obligation of confidence. Additionally, the receiving party may disclose such information to the extent required by legal process.

5. **Data Protection.** In performing its obligations under the Service Order, Contractor and Purchasing Entity will each comply with all applicable data privacy legislation. In providing the Services, Contractor shall comply with its global privacy policy available at Contractor.com/privacy.

6. **Miscellaneous**

   a. **Assignability.** Service Orders and these Service Terms and the rights granted to Purchasing Entity hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

   b. **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

   c. **No Third Party Beneficiaries.** The Service Order and these Service Terms are for the benefit of the parties only. No third party shall have the right to (i) rely on the Services provided by Contractor, or (ii) seek to impose liability on Contractor as a result of the Services.

Attachment B
SCOPE OF WORK

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

1. **Procurement Assistance Support Services**
2. **IT Research, Advisory, and Consulting (IT RAC) Services**
3. **Value Add / Support Services**

I. Definitions

The following definitions apply to the Master Agreement.

A. **Action Plan** is the comprehensive research summary completed by the Contractor which outlines the insights found and provides the steps needed to convert an organization's current structure and processes into a Category Management structure.

B. **À la carte basis** means a separate price for each service offered by the Contractor.

C. **Best value** as defined for purposes of this solicitation means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves the Lead State is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods or services, delivery and proposed technical performance.

D. **Contract Administrator** representative of the Lead State who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

E. **Contract Manager**: A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

F. **Construction** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term includes the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property. **NOTE: ANY RESULTING CONTRACT TO THIS RFP <u>WILL NOT</u> INCLUDE SERVICES TO SUPPORT CONSTRUCTION PROCUREMENT.**

G. **Contractor** means the person having a contract with a governmental body.

H. **Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified number of services.

I. **Goods** means all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

J. **Governmental body** means any department, commission, council, board, bureau, authority,

committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State.

K. **Grant** means 1. A transfer of federal government funds to state or local governments to support or stimulate programs authorized by federal or state laws in order to accomplish objectives that are locally defined and managed under a broad federal or state program. 2. The furnishing of assistance by a jurisdiction, whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services, or construction.

L. **Inherently Governmental Duties** means those duties which shall only be performed by a government employee.

M. **IT Consulting Services** means services provided by firms who focus on providing the following services: writing, testing and supporting custom software; planning and designing integrated hardware, software and communication infrastructure; and on-site management of computer systems and data processing facilities.

N. **Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.

O. **Lead State** means the State conducting this cooperative procurement, evaluation, and award, which for this procurement is North Carolina.

P. **Market Research** means the gathering and studying of data relating to consumer preferences and purchasing power. In relation to the procurement life cycle, Market Research means the examination of available sources of information to find available sources of supply to meet the needs of any given procurement.

Q. **Market Research Plan** means the process that one will follow to gather, analyze, and interpret information about a particular market. The plan would define market research approaches and include different types of market research to undertake for maximum impact.

R. **Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.

S. **Prime Contractor** means the Contractor awarded a contract in either award category, PASS or IT RAC.

T. **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.

U. **Proposer** has the same meaning as Offeror.

V. **Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

W. **Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

X. **Subcontractor** means a Contractor contracted for work by the Prime Contractor.

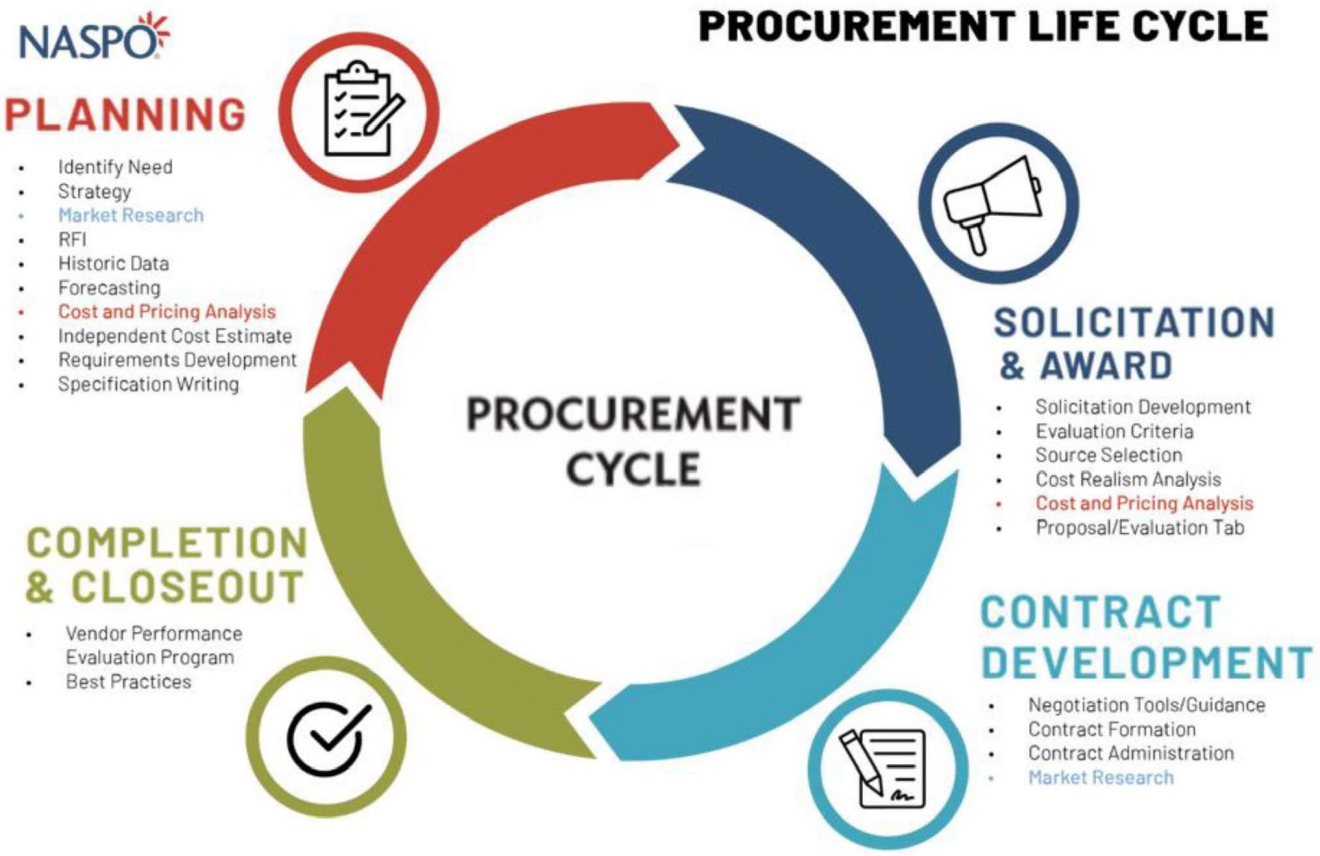
Y. **Target Market** means a particular group of consumers at which a product or service is aimed.

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

II. Introduction

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

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



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

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

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

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

III. Contractor Responsibility

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

IV. General Requirements

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

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

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

V. Task Orders

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

A. Participating Entity Initial Project Needs Assessment:

1. Upon Participating Entity's request, Contractor shall schedule at a mutually agreed date and time, an initial Participating Entity needs assessment consultation meeting ("Needs Assessment Meeting").

2. Prior to the initial Needs Assessment Meeting, Participating Entity may provide Contractor an agenda including but not limited to, the following items:

    a. An introduction of Participating Entity participants;

    b. An overview of potential project scope(s) and/or statement of work deliverables, an overview of Participating Entity's intended outcomes, goals and objectives, an overview of post project management deliverables to ensure completion and/or implemented.

3. Within three (3) business days upon the completion of the Needs Assessment Meeting, Contractor shall provide Participating Entity a summary of the deliverables to be incorporated into a task order. The task order(s) document must include but not be limited to:

    a. Identification of Participating Entity stakeholders and/or Participating Entity project management supervisor(s)

    b. A breakdown of labor categories and hours. If requested, resumes of personnel assigned to the task order.

    c. The proposed total cost pursuant to the Task Order; and

    d. Specific anticipated benefits, cost savings, and anticipated outcomes for each Participating Entity approved service(s).

B. Statement of Work Development:

1. In collaboration with Contractor, Participating Entity shall finalize the statement of work.

2. Statement of Work requirements include, but are not limited to:

    a. A description of the project objective(s), scope of work(s), timeline, milestone(s) and/or implementation schedule(s), total cost summary including in person training or virtual requirements as requested by Participating Entity.

    b. Specific Contractor Deliverables including, but not limited to, reports, charts, graphs, presentations, and deliverables as required by the Participating Entity.

    c. Goal and outcome measures.

C. Contract Services

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

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

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

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

The Contractor shall present the following at each review:

a. Review of all open items and issues.

b. Status of each outstanding task.

c. Data collected from continuous evaluation of the work performed using benchmarks and metrics designed to improve its quality, user-satisfaction, and cost effectiveness, including information on "lessons learned" and best practices.

d. Self-assessment of their performance against the performance measures delineated in the Performance Management Plan (PMP) to include the methods, metrics and data used

e. Contractor recommendation to the Government on changes to the contract for improving the overall quality of services, to include implementation plans, schedules, savings, avoidances, benefits, and impacts associated with the recommendation(s).

D. Services – Purchasing Entity Furnished Materials and Facilities

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

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

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

E. Travel

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

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

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

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

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

F. Post Award Management Plan

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

- Planned initiatives and key events
- Staffing Plan
- Contractor/Government Organizational relationships, including Subcontractors and problem escalation process
- Subcontract Management (if applicable)

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

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

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

G. Additional Contractor Requirements

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

VI Service Expectations

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

Category: Procurement Assistance Support Services (PASS)

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

1. Subcategory One – Procurement Strategy/Strategy Plan

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

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

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

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

Contract Administration

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

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

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

   Outputs: Written acquisition/procurement plans.

2. Subcategory Two – Independent Government Cost Estimate

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

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

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

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

Services within this category are as follows:

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

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

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

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

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

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

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

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

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

3. Data Analysis. Data Analysis consists of two components: review and analysis. The review component consists of an in-depth examination and qualitative analysis of all the sufficient information requested and received as part of Data Collection. Contractor shall conduct a

thorough review of the SOW, agency-developed cost estimates or contractor-developed cost estimate or proposal, BOE, and any other sufficient information received. Contractor shall apply the appropriate estimating methodologies to the data to generate the IGCE.

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

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

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

Outputs: IGCEs.

3. Subcategory Three – Specifications/Scope of Work Review

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

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

1. Review Services. Provide recommendation to amend/develop specifications/SOW to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, and recommendation so that the SOW/specifications for needed goods and/or service clearly identify how the specification/SOW may be amended/changed to reflect the following:

   - The wording of the scope shall be precise.
   - The overall message should be clear and understandable.
   - The specification should simplify the process.
   - The tolerances should be reasonable.
   - The scope/specification should provide a relatively easy process to verify acceptance or rejection.

- The specification should be exact.
- The specification should not be restrictive, but be broad enough to allow competition. If, however, there is justification for a restrictive specification/SOW, the report/recommendation shall provide a clear explanation for the need of the restrictive specification.
- The specification/SOW should provide some built-in flexibility that is applicable to the industry.

2. Requirement Analysis. Requirement analysis is value analysis applicable to the writing of specifications or SOW to eliminate products and services that are not cost effective. The Contractor shall identify and make recommendations to specifications or SOW to ensure that an agency will obtain the best products or services that are available in the market at fair and reasonable prices. Requirement analysis services shall include review, analysis and recommendation and clearly identify how the specification/scope of work may be amended/changed to reflect the following, as applicable:
   - Eliminate a requirement that is not cost effective.
   - Improve the quality level without impacting the cost(s).
   - Describe requirement(s) of quality standards to increase the service life.
   - Achieve total value, i.e. not only initial expense as the award factor.

3. Specification Writing (Technical). Contractors' support team members shall possess strong communication skills and expertise in needed topics and programs. In addition, technical writers must have the skills to research and effectively interview subject matter experts (SMEs), if they are not the SMEs themselves. The technical writer should gather information and communicate complicated ideas in a clear and informative manner.

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

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

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

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

4. Subcategory Four – Market Research

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

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

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

The market research team should consider the following:

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

Outputs: Market research documentation.

5. Subcategory Five – Cost & Pricing Analysis

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

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

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

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

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

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

Outputs: Cost and pricing analyses.

6. Subcategory Six – Solicitation Review or Preparation

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

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

1. Review Services Contractor shall provide recommendation to amend/develop any part of the solicitation document to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, recommendation to improve at minimum the following sections of the solicitation:

    - Scope of work, statement of work or specifications.
    - Standard bid/proposal clauses such as bid guarantee, indemnification, intellectual property rights, insurance, etc.

- Evaluation criteria.
- Bidder/Offeror qualifications.
- Proposal format.
- Administrative and Technical Response Requirements.
- Price and Cost sheets.
- Contract administration, post award.
- Payment terms.

2. RFP Development. Contractor shall develop and prepare the solicitation document, which may be a request for quotes (RFQ), request for proposals (RFP), including two-step process solicitation or any other hybrid solicitation within the system of that State. The solicitation shall include all appropriate solicitation terms and conditions applicable

Outputs: Solicitations

7. Subcategory Seven – Source Selection

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

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

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

Outputs: Source Selection Plans (SSP), Evaluation Sheets

8. Subcategory Eight – Cost Realism Analysis

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

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

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

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

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

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

Outputs: Cost realism analyses.

9. Subcategory Nine - Contract Development/Contract Formation

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

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

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

Contract Development

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

- A general working knowledge of each individual state's procurement rules and regulations.
- A general working knowledge of the entity's General Terms and Conditions.
- Appropriate staff with the level of experience to handle the different needs or difficulties of the contract.
- To be able to work with the state entity to develop a schedule for completion of the contract.

- Must have existing legal staff available to vet the contract for each entity's legal requirements.
- Must be able to interact with the awarded vendor's attorney to produce a contract that is amicable to both parties.
- Must be able to format the contract to the entity's preference.
- Must provide pricing for the different levels of staffing that will provide service.
- Will be required to be available to administer and mange supplemental agreements or legal issues that arise out of the formation of the contract for the duration of the contract.

Outputs: Contract documentation.

10. Subcategory Ten – Contract Management

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

Services within this category are as follows:

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

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

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

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

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

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

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

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

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

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

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

11. Subcategory Eleven – Vendor Performance Evaluation Program

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

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

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

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

Output: Key Performance Indicators, Vendor Performance Evaluation Program.

Category: IT Research, Advisory, and Consulting (IT RAC) Services

At a minimum, Contractor should be able to meet the following:

Contractor will provide Information Technology Research, Consulting, and Advisory services. Information Technology topics may include, but are not limited to, the following:

IT business advice, objective IT research, and IT data that is thematic, prescriptive, and executable, and that provides a comprehensive perspective on the rapidly changing IT environment. Sponsors of research must be identified. Access to an online database containing IT research articles. The database should contain at least 1,000 articles or more including white papers, research reports, webinars, bulletins, summaries, and any other IT research oriented documents published within the last five years.

Response to over-the-phone inquiries regarding published articles and direction on other available resources. Advisory services regarding strategic and tactical planning for customer's IT policy development. On-site workshops, advisory engagements, and conferences on IT related topics.

IT topics may include, but are not limited to, the following:

- Planning and establishing IT policies, procedures, and best practices
- Establishing and implementing IT governance
- Review of new and emerging Information Technologies
- Assistance with IT Procurement and acquisition decisions for IT hardware and software
- Software licensing and Asset Management

- Application/system development
- Data analytics, data management, and business intelligence
- Information security
- Strategic planning and Enterprise Architecture
- Evaluations of industry issues, products, and major trends in the marketplace
- IT Benchmarking
- Digital transformation and Digital Government Services
- IT talent, recruiting, and retention
- TelCom, IP telephony, and call center solutions
- Disaster recovery and business continuity
- Cloud computing
- Mobile device strategy and management
- Emergency response and radio communications
- Enterprise CRM

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

Category: Value Add/Support Services

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

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

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

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

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

Services within this category are as follows:

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

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

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

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

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

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

2. Value Add 2 – Category Management

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

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

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

This category for services is for the **assistance in development and implementation of** an action plan for Category Management or Product and Service Catalogs. If not available in-house, the action plan development or implementation by a subject-matter-expert shall be obtained/contracted by the awarded contractor(s) for this category. Services within this category are as follows:

1. Data analysis. The Contractor shall have knowledge of principles and practices in public procurement including category management and have a clear understanding of various types of

commodities and government services. Contractor shall be well versed in data analysis including the collecting of historical procurement data and analyzing agency spend data and procurement needs. The contractor shall also conduct in depth spend analysis using the agency's existing code structure (NIGP, NAICS, UNSPC or other). If no code structure exists, the vendor will help to consolidate minor categories and identify major categories of spending.

2. Supplier analysis. The Contractor shall have in-depth knowledge of the supplier marketplace and current economic conditions. The contractor will conduct market analysis to align the identified major categories of spending with the marketplace. Suppliers in the marketplace will be analyzed on their market share, historical changes and overall business health. Emphasis will be put on identifying suppliers that are looking to gain market share and can be leveraged for best prices; and identifying overlaps in suppliers to consolidate categories.

3. Action plan development. The Contractor shall have experience developing specifications and scopes of work aimed at creating efficiencies and reducing costs, developing and executing procurement strategies, driving process improvements and effectively instituting key performance metrics. The contractor shall develop, draft and assist in the execution of an action plan that details the findings of the data and supplier analyses and provide recommendations for implementing category management organization/agency-wide. Action plans should be inclusive of procurement organization and process changes, including timelines and flow charts of how the organization will move from its existing purchasing structure into a category management structure.

   The action plan shall include but not be limited to:

   - The purpose, strategic mission and vision associated with the new organization direction and structure of the organization/agency.

   - The development of an ongoing program to analyze purchasing trends, develop options to reduce costs, improve timely delivery, and enhance the purchasing agencies supplier management strategies, including; performance tracking, benchmarking and planning for future category adjustments.

   - The development of a system by which the agency can monitor and track spending data including but not limited to information pertaining to what the agency buys, who it buys it from and what it pays.

   - The step-by-step walkthrough and explanation of requirements for a phased in approach to reorganizing the existing workforce and hiring additional employees to successfully implement a Category Management organization/agency/office structure.

4. Organizational restructure. The contractor shall have knowledge of staffing and management practices as it relates to structuring and organizing a workforce for Category Management. The contractor will be responsible for identifying, communicating and working with stakeholders to identify category managers, category workforce and acquisition workforce. As these stakeholders are identified, the contractor shall collaborate to share the knowledge of the analyses, create insights and trainings designed to serve all stakeholders and align staff with the strategic vision. The contractor will assist in overseeing all hiring and management decisions during implementation to ensure that staffing choices align with the Category Management structure. The contractor will assist in the development of staff evaluations designed to encourage

performance and competency within the organization/agency. Upon completion of the restructuring the contractor shall conduct "a lessons learned" and benchmark/milestones presentation to empower the organization/agency to move forward without the need of continuing assistance or consultation.

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

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

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

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

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

Change management in procurement is a process of adapting changes to a department's way of conducting business. The change could be through new leadership, changes in the procurement law, or digitalization/technology driven. When introducing and managing change, it requires integration, retirement of an old system or process, while adopting new procedures, processes, and workflow. The first step is to prepare a business case, which may include an executive summary, the purpose of the project, option and risks for accomplishing goals, estimated effort and cost of change(s), and timescale for completion. The second step is to assess vendors, users and processes. The third step is to implement changes. And last is to manage the changes. All this information would be described in the organizational change management plan.

The Contractor may not only assist in developing the plan but assist throughout the process by

implementing and managing the plan and steps to reach the final goal.

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

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

4. Value Add 4 – Procurement Training

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

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

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

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

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

5. Value Add 5 – Project Management

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

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

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

1. Planning, Logistics and Performance Oversight:

a. Structure of Contractor management and oversight of all Project Manager I and/or Project Manager II positions deployed per Task Order

b. Delineation of responsibilities of Project Manager I and/or Project Manager II positions deployed per Task Order

c. Resume of Project Manager I and/or Project Manager II positions deployed per Task Order

d. Letters of commitment of Project Manager I and/or Project Manager II positions deployed per Task Order

e. Determination of onsite versus offsite performance. If onsite, start date and equipment available for Project Manager I and/or Project Manager II positions deployed per Task Order

f. Oversight of Project Manager I and/or Project Manager II positions deployed per Task Order

g. The Contractor shall describe its plan to manage offsite and onsite Contractor Parties without Participating Entity direct supervisor or interference throughout the Task Order term and/or periods of Performance. Contractor shall provide a description of quality control processes and procedures planned (to include any certifications and quality management systems used), as well as the quantitative metrics intended, to execute and monitor compliance with Contract requirements and Deliverables. Contractor shall provide a strategy to address retention of Contractor Parties and necessary equipment throughout the Task Order Term and/or periods of Performance. Contractor shall include a plan to include but not limited to; address assigning Contractor Parties by the Notice to Proceed date, mitigation of the unavailability of equipment, overall Contractor readiness, availability, scalability and logistical deployment of Contractor Parties and equipment.

h. Quality Control, Assurance and Compliance Plan ("QCP")

i. Contractor's QCP plan and strategy overview for PMP activities performed per Task Order

j. Other as directed by Participating Entity per Task Order.

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

Outputs: Project Management Plan ("PMP"):

6. Value Add 6– Grants Assistance and Management

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

- US Department of Defense (DoD)
- Federal Aviation Administration (FAA)
- Federal Transit Administration (FTA)
- Center for Medicaid Services (CMS)
- Federal Highway Administration (FHWA)

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

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

Outputs: Grant Application; Grant Reports ; Grant Management Report

VII. Minimum Qualifications of Labor Categories

1. Whether specifically stated, all labor categories shall exhibit the following qualities:

   i. Proficiency in MS Office (Word, Excel, PowerPoint and Outlook).

   ii. Effective oral and written communication skills.

   iii. Ability to work independently or in a team environment.

   iv. Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel.

2. Selected Labor Categories are consolidations and serve multiple specialties that fulfill the needed services in the acquisition lifecycle.

3. The Minimum Qualifications are not intended to be exhaustive or all inclusive. They are intended to allow placement of appropriately skilled personnel.

4. Additional duties may also be included per Labor Categories that are not specifically listed, (i.e., Other duties as assigned).

5. Experience for degrees is acceptable on a year-to-year equivalent basis.

There are sixteen (16) Labor Categories for Procurement Assistance Support Services (PASS) and eight (8) Labor Categories for IT Research, Advisory, and Consulting Services.

PASS Labor Categories highlighted in **BLUE**
IT Research, Advisory, and Consulting Services highlighted in **GREEN**

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

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

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

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

Analyst II	analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. **Preferred Qualifications** • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master's Degree
Analyst I	**Must have at a minimum:** • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. **Preferred Qualifications** • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License
Project Manager II	**Must have at a minimum:** • Bachelor's Degree or higher from an accredited college or university. • Eight (8) or more years of relevant experience in leading discussions; contributing questions and answers; raising issues, risks, and concerns; and developing and giving presentations. • Organizes, directs, and coordinates the planning and production of all contracts and/or task support activities. Prepares project estimates and work plans using best practices and principles. Ensures success project completion through responsibilities associated with staffing, project planning, project financials, risk management, and staff direction and oversight. Manages and oversees work performance on large size task orders or manages is a senior project manager. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the client. Serves as the primary point of contact for the client on any sized project. Manages staff, budget, and prioritization of tasks. **Preferred Qualifications** • Bachelor's degree and eight (8) years of general experience or fourteen (14) years of general experience with a high school diploma or G.E.D. • Demonstrates strong interpersonal and communication skills.

Project Manager I	**Must have at a minimum:** • Bachelor's Degree or higher from an accredited college or university. • Five (5) years of experience in a related field. • Performs day-to-day management of a single project or significant task assigned on a larger program. Manages and oversees work performance on small to medium size task orders or manages a portion of a larger task under the guidance of a more senior project manager. Assists in preparing and maintaining the project schedule and budget. Assist in preparing and delivering status reports to the client. For small to medium-size projects, can serve as the primary point of contact for the client. Assists in managing staff, budget, and prioritization of tasks. **Preferred Qualifications** • Bachelor's degree and five (5) years of general experience or eleven (11) years of general experience with a high school diploma or G.E.D.
Instructor/Trainer II	**Must have at a minimum:** • Associate degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience. • Provides services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. • Coordinate and monitor presentations for missions, exercises, and experiments. **Preferred Qualifications** • Associate's degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience or nine (9) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.
Instructor/Trainer I	**Must have at a minimum:** • Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience. • Assist with providing services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. • Assist with coordinating and monitoring presentations for missions, exercises, and experiments. **Preferred Qualifications** • Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience or seven (7) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.

Administrative	**Must have at a minimum:** • High school diploma + eight (8) years of experience. • Experience in administrative support positions. • Arranges meetings, copies, and produces deliverables, etc. **Preferred Qualifications** • Associates degree + four (4) years of experience

IT RESEARCH, ADVISORY AND CONSULTING LABOR CATEGORIES	
Labor Category	**Minimum Qualification(s)**
Project Manager **(Key Personnel)**	**Must have at a minimum:** • Bachelor's Degree or higher from an accredited college or university. • Five (5) years in a related field. • Performs day-to-day management of a single project or significant task on a larger program. Manages and oversees work performance on small to medium size task orders or manages a portion of a larger task under the guidance of a more senior project manager. Assists in preparing and delivering status reports to the client. For small to medium-size projects, can serve as the primary point of contact for the client. Assists in managing staff, budget, and prioritization of tasks. **Preferred Qualifications** • Bachelor's degree and five (5) years of general experience or eleven (11) years of general experience with a high school diploma or G.E.D.
System Architect (Software/Data/Database) I	**Must have at a minimum:** • Bachelor's degree in computer science, software engineering, or a relevant field. • Three (3) years of experience as a software developer, system analyst. • Has knowledge of system architecture principles and design patterns, experience with software development methodologies, understands database concepts and data modeling, and proficiency in at least one programming language. **Preferred Qualifications** • Master's degree in computer science or related field. • Eight (8) years of experience as a software developer or systems analyst. • Professional-level certifications (AWS Certified Solutions Architect or other applicable).

IT RESEARCH, ADVISORY AND CONSULTING LABOR CATEGORIES	
Labor Category	**Minimum Qualification(s)**
Cloud Subject Matter Expert	**Must have at a minimum:** • Bachelor's degree in computer science, information technology, or a related field. • Five (5) years working in cloud computer platforms. • Has a demonstrated ability to design, implement, and manage cloud-based solutions. Hands-on experience with core cloud services like compute, storage, networking, and security. **Preferred Qualifications** • Professional-level certification such as AWS Certified Solutions Architect, Azure Certified Solutions Architect Expert, or GCP Certified Professional Cloud Architect or other.
IT Subject Matter Expert	**Must have at a minimum:** • Bachelor's degree in computer science, information technology, or a related field. • Five (5) years of practical experience in a specific IT domain, demonstrating in-depth knowledge of relevant technologies and practices. • Proficient in the specific IT tools, systems, and plays relevant to their area of expertise. **Preferred Qualifications** • Extensive knowledge and understanding of complex IT concepts, including industry best practices and emerging trends.
Technology Consultant I	**Must have at a minimum:** • Bachelor's degree in computer science, information technology, or a related field. • Three (3) years of experience as an IT consultant, preferably in a technology-based company or firm. **Preferred Qualifications** • Bachelor's degree in computer science, information technology, or a related field and five (5) years of experience as an IT consultant.

IT RESEARCH, ADVISORY AND CONSULTING LABOR CATEGORIES	
Labor Category	**Minimum Qualification(s)**
Technology Consultant II	**Must have at a minimum:** • Bachelor's degree in computer science, information technology, or a related field. • Eight (8) or more years of experience as an IT consultant, preferably in a technology-based company or firm. • Additional training in computer programming, computer engineering, and mathematics. **Preferred Qualifications** • Master's degree in computer science, information technology, or a related field.
Cyber Security Specialist	**Must have at a minimum:** • Bachelor's degree in a computer-related or technology field. • Three (3) or more years in a cybersecurity role, such as network administration, security analysis, or penetration testing. • Ability to analyze complex situations, identify potential threats, and devise solutions. Understand core cybersecurity concepts like network security, access controls, threat analysis, and common vulnerabilities. **Preferred Qualifications** • Professional certification such as CISSP, Certified Ethical Hacker (CEH), CompTIA Security+.
Administrative	**Must have at a minimum:** • High school diploma + eight (8) years of experience. • Experience in administrative support positions. • Arranges meetings, copies, and produces deliverables, etc. **Preferred Qualifications** • Associates degree + four (4) years of experience

Attachment C - Labor Rates/Price Sheet

NT ASSISTANCE SUPPORT SERVICES

SECTION 2

HOURLY PRICING PER LABOR CATEGORY		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON LABOR RATES	
Labor Categories	**Fully Burdened Hourly Rate for Year 1 (Price Guarantee Period)**	**Maximum Annual Percentage Increase Request (not guaranteed or approved)**	0.50%
Program Director (Key Personnel)	$515.00		
Program Manager	$395.00		
Subject Matter Expert III	$562.00		
Subject Matter Expert II	$278.00		
Subject Matter Expert I	$164.00		
Acquisition Support Specialist III (Key Personnel)	$433.00		
Acquisition Support Specialist II	$234.00		
Acquisition Support Specialist I	$110.00		
Analyst III	$278.00		
Analyst II	$195.00		
Analyst I	$110.00		
Project Manager II	$358.00		
Project Manager I	$195.00		
Instructor/Trainer II	$110.00		
Instructor/Trainer I	$90.00		
Administrative	$90.00		

AWARD CATEGORY 2
IT RESEARCH, ADVISORY, AND CONSULTING SERVICES

SECTION 1		SECTION 2		SECTION 3		SECTION 4	
HOURLY PRICING PER LABOR CATEGORY		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON LABOR RATES		DISCOUNT OFF LICENSE/ SUBSCRIPTION RATES		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON SUBSCRIPTION RATES	
Labor Categories	**Fully Burdened Hourly Rate for Year 1 (Price Guarantee Period)**	**Maximum Annual Percentage Increase Request on Labor Rates (not guaranteed or approved)**	0.50%	**Percentage Discount Offered on Subscription/Licenses**	1.5%	**Maximum Annual Percentage Increase Request on Subscription Rates (not guaranteed or approved)**	4%
Project Manager	$358.00						
System Architect (Software/Data/Database) I	$110.00						
Cloud Subject Matter Expert	$256.00						
IT Subject Matter Expert	$395.00						
Technology Consultant I	$234.00						
Technology Consultant II	$433.00						
Cyber Security Specialist	$195.00						
Administrative	$90.00						

Gartner, Inc. - Master Agreement DPC-1428523190-SA-21-PASS_ITRAC

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