Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

PARTICIPATING ADDENDUM

This participating addendum ("PA" or "Contract") is entered into by the Commonwealth of Pennsylvania, through the Office of Administration ("Commonwealth") and Accenture LLP ("Accenture").

This PA is being executed pursuant to the NASPO ValuePoint cooperative purchasing program through Accenture's Master Agreement with the State of Maine. The Master Agreement between Accenture and the State of Maine allows for and contemplates other governmental entities, including other states, to execute participating addendums that incorporate the Master Agreement. OA desires to procure the services of Accenture through the Master Agreement.

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

1. **Order of Precedence.** To the extent that there is a conflict between the PA document including any attachments, the order of precedence is as follows:
    a. This PA;
    b. The Commonwealth Terms and Condition, set forth in Exhibit A;
    c. Cost Proposal Workbook, set forth in Exhibit B;
    d. The Master Agreement set forth in Exhibit C; and
    e. Purchase Orders issued against this PA.

2. **Effective Date and Term.** This PA is effective as of the date of the last Commonwealth signature below. The PA will expire or terminate upon the earlier of: (a) expiration or termination of the Master Agreement, including any extensions or renewals; or (b) termination of this PA in accordance with its terms or the terms of the Master Agreement.

3. **Participation and Usage.** This PA may only be used by OA. If Contractor becomes aware that an entity's use of this PA is not authorized, Contractor shall notify NASPO ValuePoint to initiate outreach to the appropriate parties.

4. **Scope.** This PA includes the entire scope of products and services available through the Master Agreement, which is attached as Exhibit C.

5. **Subcontractors.** Contractor shall ensure that the participation of its subcontractors, dealers, distributors, resellers, and other partners is in accordance and compliance with the terms and conditions set forth in the Master Agreement and this PA, as applicable to subcontractors.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

6. **Commonwealth Terms and Conditions.** OA and Contractor are bound by the Commonwealth IT Terms and Conditions, which are attached as Exhibit A. For the purpose of this PA, all references to "Contract" in Exhibit A refers to this PA.

7. **Offshore Work and Resources.** All work to be performed by the Contractor, or its subcontractors, must be performed within the continental United States, unless otherwise approved in writing by the Contracting Officer. Any work performed by Commonwealth approved Contractor resources, including any subcontractors, located outside of the continental United States is limited to the scope of work providing for the services they are providing and the Contractor shall comply with the following:

    a. Such resources may only have access to lower test environments and they may not have access to production data or systems;
    b. Such resources may only work with anonymized or test data and they may not have access to any production data or data that tis classified as "C" data according to the Commonwealth's Data Classification Policy;
    c. Any code developed or modified by any such resources must be subjected to a static application security testing can and have any findings remediated prior to the code being implemented and utilized;
    d. Such resources must be available for video meetings as requested at any time, during working hours, by the Commonwealth, which will be requested in part to assure identity continuity of the resource; and
    e. Such resources and work performed must be done in compliance with any conditions and control established by the Commonwealth as part of the approval for offshore work and set forth in the applicable scope of work for the services.

8. **Additional Terms.** This PA sets forth the exclusive terms and conditions of the agreement between OA and the Contractor. In the event of a conflict between the PA and the Master Agreement, the terms of the PA will control. Other terms and conditions or additional terms and conditions that are included or referenced in the Contractor's website, quotes, invoices, business forms, click-through agreements, or other documents are not part of the parties' agreement and will be disregarded by the parties, unenforceable by the Contractor, and not binding upon the Commonwealth.

9. **Master Agreement.** Except as set forth in this PA, OA and the Contractor are bound by the prices and terms and conditions set forth in the Master Agreement, which is attached as Exhibit C. The Contractor shall notify OA in writing of any amendments or addendums to the Master Agreement agreed to between the Contractor and the

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Lead State, as that term is defined in the Master Agreement. Such notice must be provided within two business days of the amendment or addendum being executed.

10. **Costs.** Any quantities set forth in any scope of work referencing this PA are estimated. Total Costs under this PA may exceed the pricing set forth in Attachment C of the Master Agreement, which is Exhibit B of this PA.

11. **Primary Contacts and Notice.** The primary contacts for this PA, as well as the recipients of any written notices shall be the individuals identified below or such other individuals as may be identified by a party through a notice sent to the other party.

    The Commonwealth's primary contact and the Contracting Officer for this PA is:

    Name: Kenneth Senft
    Title: Director, IESO Finance and Contract Management
    Address: Forum Place | 555 Walnut St. 7th Fl | Harrisburg PA 17101
    Telephone: 717.772.6795
    Email: ksenft@pa.gov

    The Contractor's primary contact for this Addendum is:

    Name David M. Davis
    Title Managing Director
    Accenture LLP
    Address 20 North 2nd Street, Harrisburg, Pennsylvania, 17111
    Telephone 814-571-8975
    Email david.m.davis@accenture.com

12. **Required Forms.** In accordance with Pennsylvania statutes and policies, the Contractor must provide the following completed and executed certifications:

    a. Iran Free Procurement Certification Form;
    b. Worker Protection and Investment Certification; and
    c. Lobbying Certifications and Disclosures.

13. **Signatures.** The fully executed PA may not contain ink signatures by the Commonwealth. In that event, the Contractor understands and agrees that the receipt of an electronically-printed PA with the printed name of the Commonwealth purchasing agent constitutes a valid, binding agreement with the Commonwealth.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the participating addendum. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

[The remainder of this page is intentionally left blank.]

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

The parties, through their respective duly authorized representatives, have signed this OA as indicated below.

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION

To be electronically signed
Secretary or designee Date

ACCENTURE LLP

DocuSigned by:
David M. Davis
C8C76A70F4E24E9...
Title: Managing Director Date

David M. Davis August 28, 2026

APPROVED AS TO FORM AND LEGALITY:

To be electronically signed
Office Of Chief Counsel Date
Office of Administration

To be electronically signed
Office of General Counsel Date

To be electronically signed
Office of Attorney General Date

APPROVED:

To be electronically signed
Comptroller Operations Date

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

EXHIBIT A

IT CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS.

(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 Contract, that entity shall also be identified as "Agency."

(b) AI. A machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. AI includes systems that use machine-and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model interference to formulate options for information or action.

(c) Agentic AI. An autonomous (self-governed) AI tool that can automate complex tasks, act autonomously, and make or execute decisions on behalf of users with minimal human interaction or intervention, often powered by large AI models.

(d) Commonwealth. The Commonwealth of Pennsylvania.

(e) Contract. The integrated documents as defined in **Section 10, Order of Precedence**.

(f) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

(g) Contractor. The entity entering into the Contract with the Commonwealth or Agency.

(h) Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.

(i) Days. Calendar days, unless specifically indicated otherwise.

(j) Deliverable. A quantifiable good or services that is to be provided in a completed state. A deliverable includes, but is not limited to, completed Developed Work(s). Deliverables will be identified in the applicable Statement of Work (SOW).

(k) Developed Works. All of the fully or partially complete property, whether tangible or intangible prepared by the Contractor for ownership by the Commonwealth in fulfillment of the requirements of this Contract, including but not limited to: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples;

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in **Section 45, Ownership of Developed Works**.

(l) Documentation. All materials required to support and convey information about the Services or Supplies required by this Contract, including, but not limited to: written reports and analyses; diagrams maps, logical and physical designs; system designs; computer programs; flow charts; and disks and/or other machine-readable storage media.

(m) Expiration Date. The last valid date of the Contract, as indicated in the Contract documents to which these IT Contract Terms and Conditions are attached.

(n) Gen AI. The class of AI models that emulate the structure and characteristics of input data in order to generate derived Synthetic Content, including information such as images, videos, audio clips or text, that has been significantly modified or generated by algorithms, including by AI.

(o) Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.

(p) Proposal. Contractor's response to a Solicitation issued by the Issuing Agency, as accepted by the Commonwealth.

(q) Services. All Contractor activity necessary to satisfy the Contract.

(r) Software. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

(s) Solicitation. A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.

(t) Supplies. All tangible and intangible property including, but not limited to, materials and equipment provided by the Contractor to satisfy the Contract.

(u) Synthetic Content. Information such as images, videos, audio clips and text that have been significantly modified or generated by algorithms, including AI.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

2. TERM OF CONTRACT.

(a) Term. The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

(b) Effective Date. The Effective Date shall be one of the following:

(i) the date the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained; or

(ii) the date stated in the Contract, whichever is later.

3. COMMENCEMENT OF PERFORMANCE.

(a) General. The Contractor shall not commence performance, and the Commonwealth shall not be liable to pay the Contractor for any Supplies furnished or work performed or expenses incurred, until both of the following have occurred:

(i) the Effective Date has occurred; and

(ii) the Contractor has received a Purchase Order or other written notice to proceed, signed by the Contracting Officer.

(b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. EXTENSION OF CONTRACT TERM.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to **three months** upon the same terms and conditions.

5. ELECTRONIC SIGNATURES.

(a) The Contract and/or Purchase Orders may be electronically signed by the Commonwealth.

(i) *Contract*. "Fully Executed" at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have "Fully Executed" at the top of the first page, the Contract has not been fully executed.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(ii) *Purchase Orders*. The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.

(b) The Commonwealth and the Contractor specifically agree as follows:

(i) *Written signature not required.* No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

(ii) *Validity; admissibility*. The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, 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 Contract or acknowledgement executed or 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 Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

(c) Verification. 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.

6. PURCHASE ORDERS.

(a) Purchase Orders. The Commonwealth may issue Purchase Orders against the Contract or issue a Purchase Order as the Contract. 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 Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(b) Electronic transmission. Purchase Orders are issued electronically or through facsimile equipment. The electronic transmission of a Purchase Order will require acknowledgement of receipt of the transmission by the Contractor.

(c) Receipt. Receipt of the electronic or facsimile transmission of the Purchase Order will constitute receipt of a Purchase Order.

(d) Received next business day. Purchase Orders received by the Contractor after 4 p.m. will be considered received the following business day.

(e) Commonwealth Purchasing Card. Purchase Orders under $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. The Contractor agrees to accept payment through the use of a Commonwealth Purchasing card.

7. CONTRACT SCOPE.

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

8. ACCESS TO COMMONWEALTH FACILITIES.

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.

9. NON-EXCLUSIVE CONTRACT.

The Commonwealth reserves the right to purchase Services and Supplies within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

10. ORDER OF PRECEDENCE. (RESERVED)

11. CONTRACT INTEGRATION.

(a) Final contract. This Contract constitutes the final, complete, and exclusive Contract between the parties, containing all the terms and conditions agreed to by the parties.

(b) Prior representations. All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(c) Conditions precedent. There are no conditions precedent to the performance of this Contract except as expressly set forth herein.

(d) Sole applicable terms. No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

(e) Other terms unenforceable. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Further, changes to terms are accomplished only by processes set out in this Contract; no quotations, invoices, business forms or other documentation, or terms referred to therein, will become part of this Contract merely by their submission to the Commonwealth or their ordinary use in meeting the requirements of this Contract. 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 will not be enforced or enforceable against the Commonwealth or the user.

12. PERIOD OF PERFORMANCE.

The Contractor, for the term of this Contract, shall complete all Services and provide all Supplies as specified under the terms of this Contract. In no event will the Commonwealth be responsible or liable to pay for any Services or Supplies provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services or Supplies.

13. INDEPENDENT PRIME CONTRACTOR.

(a) Independent contractor. In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

(b) Sole point of contact. The Contractor will be responsible for all Services and Supplies in this Contract 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 Contract.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

14. SUBCONTRACTS.

The Contractor may subcontract any portion of the Services or Supplies described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named subcontractors and a separate approval is not required. The existence of any subcontract will not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, and subject to any confidentiality provisions, the Contractor must provide the Commonwealth with an un-redacted copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

15. 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 Services and its provision of Supplies 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 section will be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

16. ENHANCED MINIMUM WAGE.

(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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(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 the 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 appropriate 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.

17. COMPENSATION.

(a) General. The Contractor shall be required to perform at the price(s) quoted in the Contract. All items will be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and Services performed to the satisfaction of the Commonwealth, except with respect to Section 27(a)(i)(2).

(b) Travel. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses will be reimbursed in accordance with

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Management Directive 230.10 Amended, *Commonwealth Travel Policy*, and Manual 230.1, *Commonwealth Travel Procedures Manual*.

18. BILLING REQUIREMENTS.

(a) 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:

(i) Vendor name and "Remit to" address, including SAP Vendor number;

(ii) Bank routing information, if ACH;

(iii) SAP Purchase Order number;

(iv) Delivery Address, including name of Commonwealth agency;

(v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include Purchase Order line number if possible);

(vi) Quantity provided;

(vii) Unit price;

(viii) Price extension;

(ix) Total price; and

(x) Delivery date of supplies or services.

(b) If an invoice does not contain the minimum information set forth in this section, 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.

19. PAYMENT.

(a) Payment Date. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:

(i) the date on which payment is due under the terms of the Contract;

(ii) **30 days** after a proper invoice is actually received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

"proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or

(iii) the payment date specified on the invoice if later than the dates established by paragraphs (a)(i) and (a)(ii), above.

(b) Delay; Interest. Payment will be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40 (relating to interest penalties for late payments to qualified small business concerns).

(c) Payment will 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.

20. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

(a) Payment Method. The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within ten days of award of the contract or purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

(b) Unique Identifier. 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) ACH Information in SRM. 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

21. ASSIGNABILITY.

(a) Subject to the terms and conditions of this section, the Contract is binding upon the parties and their respective successors and assigns.

(b) The Contractor may not assign, in whole or in part, the Contract 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.

(c) For the purposes of the Contract, the term "assign" will include, but will 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 will not apply to the sale or other transfer of stock of a publicly traded company.

(d) Any assignment consented to by the Commonwealth will 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 Contract and to assume the duties, obligations, and responsibilities being assigned.

(e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, 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 the Contract.

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

22. INSPECTION AND ACCEPTANCE.

(a) Developed Works and Services.

(i) *Acceptance*. Acceptance of any Developed Work or Service will occur in accordance with an acceptance plan (Acceptance Plan) submitted by the Contactor and approved by the Commonwealth. Upon approval of the Acceptance Plan by the Commonwealth, the Acceptance Plan becomes part of this Contract.

(ii) *Software Acceptance Test Plan*. For contracts where the development of Software, the configuration of Software or the modification of Software is being inspected and accepted, the Acceptance Plan must include a

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Software Acceptance Test Plan. The Software Acceptance Test Plan will provide for a final acceptance test and may provide for interim acceptance tests. Each acceptance test will be designed to demonstrate that the Software conforms to the functional specifications, if any, and the requirements of this Contract. The Contractor shall notify the Commonwealth when the Software is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

(iii) If software integration is required at the end of the project, as set out in the Solicitation, the Commonwealth's acceptance of the Software shall be final unless at the time of final acceptance, the Software does not meet the acceptance criteria set forth in the Contract.

(iv) If software integration is not required at the end of the project, as set out in the Solicitation, the Commonwealth's acceptance of the Software shall be complete and final.

(v) *Certification of Completion*. The Contractor shall certify, in writing, to the Commonwealth when an item in the Acceptance Plan is completed and ready for acceptance. Unless otherwise agreed to by the Commonwealth in the Acceptance Plan, the acceptance period shall be **ten business days** for interim items and **30 business days** for final items. Following receipt of the Contractor's certification of completion of an item, the Commonwealth shall, either:

(1) Provide the Contractor with Commonwealth's written acceptance of the work product; or

(2) Identify to the Contractor, in writing, the failure of the work product to comply with the specifications, listing all such errors and omissions with reasonable detail.

(vi) *Deemed Acceptance*. If the Commonwealth fails to notify the Contractor in writing of any failures in the work product within the applicable acceptance period, the work product will be deemed accepted.

(vii) *Correction upon Rejection*. Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the work product to comply with the specifications, the Contractor shall have **15 business days**, or such other time as the Commonwealth and the Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected item, certifying to the Commonwealth, in writing, that the failures have been

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

corrected, and that the items have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted items and certification, the Commonwealth shall have **30 business days** to test the corrected items to confirm that they are in compliance with the specifications. If the corrected items are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the items in the completed milestone.

(viii) *Options upon Continued Failure*. If, in the opinion of the Commonwealth, the corrected items still contain material failures, the Commonwealth may either:

(1) Repeat the procedure set forth above; or

(2) Proceed with its rights under **Section 27, Termination**, except that the cure period set forth in **Subsection 27(c)** may be exercised in the Commonwealth's sole discretion.

(b) Supplies.

(i) *Inspection prior to Acceptance*. No Supplies received by the Commonwealth will be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies.

(ii) *Defective Supplies*. Any Supplies discovered to be defective or that fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection.

(1) The Contractor shall remove rejected item(s) from the premises without expense to the Commonwealth within **15 days** after notification.

(2) Rejected Supplies left longer than **30 days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies.

(3) Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth may procure, in such manner as it determines, supplies similar or identical to the

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

those that Contractor failed, neglected or refused to replace, and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

23. DEFAULT.

The Commonwealth may, subject to the provisions of **Section 24, Notice of Delays**, and **Section 67, Force Majeure**, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in **Section 27, Termination)** the whole or any part of this Contract for any of the following reasons:

(i) Failure to begin Services within the time specified in the Contract or as otherwise specified;

(ii) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;

(iii) Unsatisfactory performance of the Services;

(iv) Failure to meet requirements within the time periods(s) specified in the Contract;

(v) Multiple failures over time of a single service level agreement or a pattern of failure over time of multiple service level agreements;

(vi) Failure to provide a Supply or Service that conforms with the specifications referenced in the Contract;

(vii) Failure or refusal to remove material, or remove, replace or correct any Supply rejected as defective or noncompliant;

(viii) Discontinuance of Services without approval;

(ix) Failure to resume a Service, which has been discontinued, within a reasonable time after notice to do so;

(x) Insolvency;

(xi) Assignment made for the benefit of creditors;

(xii) Failure or refusal, within **ten days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

supplied or performed, for equipment rentals or for utility services rendered;

(xiii) Failure to protect, repair or make good any damage or injury to property;

(xiv) Material breach of any provision of this Contract;

(xv) Any material breach by Contractor of the security standards or procedures of this Contract;

(xvi) Failure to comply with representations made in the Contractor's Proposal; or

(xvii) Failure to comply with applicable industry standards, customs and practice.

24. NOTICE OF DELAYS.

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (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 will 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 Contract. 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 **Section 26, Changes**.

25. CONDUCT OF SERVICES.

(a) Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

(b) In determining whether the Contractor has performed with due diligence under the Contract, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor's Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

a dispute concerning a question of fact within the meaning of **Section 29, Contract Controversies**.

26. CHANGES.

(a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth of any charges for investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary changes to the Contract, the parties must complete and execute a change order to modify the Contract and implement the change. The change order will be evidenced by a writing in accordance with the Commonwealth's change order procedures. No work may begin on the change order until the Contractor has received the executed change order. If the parties are not able to agree upon the results of the investigation or the necessary changes to the Contract, a Commonwealth-initiated change request will be implemented at Commonwealth's option and the Contractor shall perform the Services; and either party may elect to have the matter treated as a dispute between the parties under **Section 29, Contract Controversies**. During the pendency of any such dispute, Commonwealth shall pay to Contractor any undisputed amounts.

(b) Changes outside the scope of this Contract will be accomplished through the Commonwealth's procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed.

27. TERMINATION.

(a) <u>For Convenience</u>.

(i) The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days'** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

In the event of termination hereunder, Contractor shall receive payment for the following:

(1) all Services performed consistent with the terms of the Contract prior to the effective date of termination;

(2) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with **Section 29, Contract Controversies**, of this Contract.

(ii) 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, and for such Services performed during the **30-day** notice period, if such Services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

(iii) The above will not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation. Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in subsection (a) to the extent that appropriated funds are available.

(c) Default. The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

obligations under the Contract and does not cure such failure within **30 days**, or if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

(i) Subject to **Section 37, Limitation of Liability**, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

(ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(iii) Nothing in this subsection (c) will abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.

(iv) If it is later determined that the Commonwealth erred in terminating the Contract for default, the Contract will be deemed to have been terminated for convenience under subsection (a).

(v) If this Contract is terminated as provided by this subsection (c), the Commonwealth may, in addition to any other rights provided in this subsection (c), and subject law and to other applicable provisions of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such Software, Data, Developed Works, Documentation and other materials as

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.

(d) The rights and remedies of the Commonwealth provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this section 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 **Section 29, Contract Controversies**, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

28. BACKGROUND CHECKS.

(a) The Contractor shall, at its expense, complete the background check required by **Attachment A, Vendor Security Requirements** and provide confirmation of compliance as outlined in **Attachment A, Vendor Security Requirements**.

(b) If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor 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 subsection may result in the Contractor being deemed in default of its Contract.

(c) The Commonwealth may, to the extent required by federal or state law, regulation, or policy, require the Contractor to conduct background checks over and above those described in its Contract, as mutually agreed to by the parties.

29. CONTRACT CONTROVERSIES.

(a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code,* 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Contract or a purchase order, the Contractor, within **six months** after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim will 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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, https://www.pa.gov/agencies/ogc/services-provided-to-agencies-home/mediation-home.

(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 will 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 will be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.

(c) Within **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 Contract or Purchase Order in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract or Purchase Order.

30. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.

(a) General. 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. Unless the context otherwise clearly indicates the need for confidentiality, information is deemed confidential only when the party claiming confidentiality designates the information as "confidential" in such a way as to give notice to the other party (for example, notice may be communicated by describing the information, and the specifications around its use or disclosure, in the Solicitation or in the Proposal). Neither party may assert that information owned by the other party is such party's confidential information. Notwithstanding the foregoing, all Data provided by, or

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

collected, processed, or created on behalf of the Commonwealth is Confidential Information unless otherwise indicated in writing.

(b) Copying; Disclosure; Termination. The parties agree that confidential information will not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract 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 confidential information will be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party's possession, other than one copy (where permitted by law or regulation), which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions. A material breach of these requirements may result in termination for default pursuant to **Subsection 27(c)**, in addition to other remedies available to the non-breaching party.

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

(i) already known to the recipient at the time of disclosure other than through the contractual relationship;

(ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;

(iii) 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;

(iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

(v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There will 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 Contract.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(d) 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:

(i) Prepare and submit an un-redacted version of the appropriate document;

(ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted; and

(iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:

(1) the attached material contains confidential or proprietary information or trade secrets;

(2) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and

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

(e) Disclosure of Recipient or Beneficiary Information Prohibited. 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 benefiting from Services under the Contract for any purpose not connected with the Contractor's responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) will be provided to the Commonwealth prior to the direct disclosure.

(f) Compliance with Laws. Contractor will comply with all applicable laws or regulations related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the *Health Insurance Portability and Accountability* Act (HIPAA). To the extent a business associate agreement is required by law, the parties will negotiate and execute any required business associate agreement.

(g) Additional Provisions. Additional privacy and confidentiality requirements may be specified in the Contract.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(h) Restrictions on Use. All Data and all intellectual property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract will be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works will be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

31. PCI SECURITY COMPLIANCE.

(a) General. If applicable and documented in a Statement of Work or Purchase Order, by providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing cardholder data including credit card numbers (collectively the "Cardholder Data"). Contractor shall comply with the Payment Card Industry Data Security Standard ("PCI DSS") requirements for Cardholder Data that are prescribed by the payment brands (including, but not limited to, Visa, MasterCard, American Express, and Discover), as they may be amended from time to time. The Contractor acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Contract or as required by applicable law or regulations.

(b) Compliance with Standards. If applicable as it relates to the Services being provided by Contractor as documented by the parties in a Statement of Work or Purchase Order, the Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://listings.pcisecuritystandards.org/pci_security/. The Contractor shall monitor these PCI DSS standards and will promptly notify the Commonwealth if its practices should not conform to such standards. The Contractor shall provide a letter of certification to attest to meeting this requirement within **seven days** of the Contractor's receipt of the annual PCI DSS compliance report.

32. DATA BREACH OR LOSS.

(a) 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,* 73 P.S. §§ 2301—2330. 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,* the Contractor shall comply with **Attachment A, Vendor Security Requirements**. No Commonwealth Data shall be accessed or stored on Contractor systems.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Commonwealth data shall only be accessed through Commonwealth systems and always remain in Commonwealth systems.

(b) For Data and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, or subcontractors:

(i) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within **24 hours** of when the Contractor knows of or reasonably suspects such Incident, and the Contractor shall immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

(ii) The Contractor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth.

(iii) The Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents, for which the Contractor shall reimburse the Commonwealth upon invoice received from the Commonwealth.

(iv) The Contractor shall indemnify the Commonwealth against any third-party claims arising out of an Incident, subject to any agreed caps of liability.

(c) The Contractor shall, at Contractor's sole expense, provide access to credit monitoring services to all affected individuals as required by applicable law, including, the *Breach of Personal Information Notification Act,* 73 P.S. §§ 2301 – 2330.

(d) Except as required by law, the Contractor shall not inform any third-party of any Incident without first obtaining the Commonwealth's prior, written consent, other than to inform a complainant that the matter has been forwarded to the Commonwealth's legal counsel. Further, except as required by law, the Commonwealth shall have the sole right to determine: (i) whether notice of the Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in the Commonwealth's discretion; and (ii) the contents of the notice, whether any type or remediation may be offered to affected persons, and the nature and extent of any remediation.

(e) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

diligently perform all of the duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

33. INSURANCE.

(a) General. Unless otherwise indicated in the Solicitation, the Contractor shall maintain at its expense and require its agents, contractors and subcontractors to procure and maintain, as appropriate, the following types and amounts of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:

(i) Workers' Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Workers' Compensation Act,* Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S.§§ 1—2708.

(b) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any agent, contractor or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than **$2,000,000** per occurrence and **$4,000,000** in the aggregate personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for or Supplies provided to the Commonwealth.

(c) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of **$20,000,000**, per claim/annual aggregate addressing network security and privacy liability. Such coverage shall include but is not limited to Contractor's liability in the performance of services under the Contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e).

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(i) Reserved

(ii) Reserved

(iii) Completed Operations Insurance in the amount of **$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.

(iv) Comprehensive crime insurance in an amount of not less than **$5,000,000** per claim.

(d) Certificate of Insurance. Prior to commencing Services under the Contract, and annually thereafter, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance required by this section. Contractor shall not cancel or change coverages afforded under the policies in such a way to cause the coverage to fail to comply with the requirements of this section until at least **15 days'** prior written notice has been given to the Commonwealth. The cancellation or change will not relieve the Contractor of its continuing obligation to maintain insurance coverage in accordance with this section.

(e) Insurance coverage length. The Contractor shall maintain the insurance for the latter of the life of the Contract, or the life of any Purchase Orders issued under the Contract.

34. CONTRACTOR RESPONSIBILITY.

(a) Definition. 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,

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

35. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

36. TAXES-FEDERAL, STATE AND LOCAL.

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. 23-7400001-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 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 section 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 contract.

37. LIMITATION OF LIABILITY.

(a) General. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of **$250,000** or the total paid or payable under the applicable Purchase Order during the preceding 12-month period during which the claim arose or first 12-month period in event claim arises before 12-month period has elapsed on an executed Purchase Order (PO). This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:

(i) for bodily injury;

(ii) for death;

(iii) for gross negligence or intentional or willful misconduct;

(iv) for damage to real property or tangible personal property for which the Contractor is legally liable;

(v) under **Section 41, Patent, Copyright, Trademark and Trade Secret Protection**;

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(vi) under **Section 32, Data Breach or Loss**; (which cap shall be 2x's the cap set forth in 37(a).or

(vii) Reserved.

(viii) Indemnification obligations arising under the Business Associate Agreement (**which cap shall be 2x's the cap set forth in 37(a)).**

(b) The Contractor will not be liable for any indirect, special, exemplary, consequential or incidental damages, , or as otherwise specified in the Contract.

(c) Breach of PHI. The Contractor's liability to the Commonwealth to the extent arising from the Contractor's breach of its obligations under this Contract for damages for breach of Personally Identifiable Information (as defined in National Institute of Standards and Technology, Special Publication 800-122) or PHI (as defined under HIPAA and any applicable business associate agreement, shall be 2x's the cap set forth in 37(a). The parties acknowledge PHI is not anticipated to be included as part of this contract.

(d) The following shall be direct damages subject to the limitation of liability caps in this Section 37:

(i) the cost of providing, industry standard, or common practice notice of the breach to individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data;

(ii) the cost of providing, industry standard, or common practice notice to government agencies, credit bureaus, and/or other required entities;

(iii) the cost of providing affected individuals with credit monitoring services for a period not to exceed 12 months;

(iv) call center support for such affected individuals for a period not to exceed 90 calendar days;

(v) fees associated with computer forensic work required for security incident investigations;

(vi) damages due to either party's intentional misconduct and/or gross negligence; and

(vii) US regulatory, statutory and/or administrative fines, fees or penalties (whether federal, state or local).

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

38. 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 under this Contract.

(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.

39. SOVEREIGN IMMUNITY.

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

40. 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 Commonwealth software security standards. 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(b) Subject to any agreed to liability caps, 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 Commonwealth software security standards and complying with those standards, while using the Commonwealth's systems.

(e) The Commonwealth may, at any time, but no more than once annually, upon written notice, request the general setting information on the laptops/workstations being used by the Contractor to provide Services to the Commonwealth for the sole purpose of determining whether those laptops/workstations have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed based on Contractor policies as described in Attachment C, Data Safeguards for Commonwealth Data. If the Commonwealth has questions about the antivirus and patching configurations on Contractor's laptops/workstations or they are 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. then the parties will meet to discuss the Commonwealth's questions.

(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 Contract.

(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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

41. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION.

(a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, trademarks or trade dress, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under the terms it deems appropriate, may 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. No settlement that prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor, at its expense, will provide whatever cooperation OAG requests in the defense of the suit.

(b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise during the term of this Contract, due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this Contract shall be free and clear from all claims of any nature.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. 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.

(d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense:

(i) substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or

(ii) obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

(e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

(f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:

(i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;

(ii) any license fee less an amount for the period of usage of any software; and

(iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.

(g) Notwithstanding the above, the Contractor shall have no obligation for:

(i) modification of any product, service, or deliverable provided by the Commonwealth;

(ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(iii) use of the product, service, or deliverable in other than its specified operating environment;

(iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;

(v) infringement of a non-Contractor product alone;

(vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

(vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.

(h) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

42. CONTRACT CONSTRUCTION.

The provisions of this Contract will be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws and regulations of the United States of America.

43. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.

(a) Definitions.

(i) "Contractor Property" refers to Contractor-owned tangible and intangible property.

(ii) "Third Party" refers to a party that licenses its property to Contractor for use under this Contract.

(iii) "Third Party Property" refers to property licensed by the Contractor for use in its work under this Contract.

(b) Contractor Property shall remain the sole and exclusive property of the Contractor. Third Party Property shall remain the sole and exclusive property of the Third Party. The Commonwealth acquires rights to the Contractor Property and Third Party Property as set forth in this Contract.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(i) Where the Contractor Property is integrated into the Supplies or Services which are not Developed Works), or the Contractor Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor hereby grants to the Commonwealth a non-exclusive, fully-paid up, worldwide license to use the Contractor Property as necessary to meet the requirements of the Contract, including the rights to reproduce, distribute, publicly perform, display and create derivative works of the Contractor Property. These rights are granted for a duration and to an extent necessary to meet the requirements under this Contract. If the Contractor requires a separate license agreement, such license terms shall include the aforementioned rights, be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Contractor.

(ii) If Third Party Property is integrated into the Supplies or Services which are not Developed Works, or the Third Party Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor shall gain the written approval of the Commonwealth prior to the use of the Third Party Property or the integration of the Third Party Property into the Supplies or Services. Third Party Property approved by the Commonwealth is hereby licensed to the Commonwealth as necessary to meet the Contract requirements.

(iii) If the Third Party requires a separate license agreement, the license terms shall be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Third Party.

(iv) If the use or integration of the Third Party Property is not approved in writing under this section, the Third Party Property shall be deemed to be licensed under paragraph (b)(i) above.

(v) If the Contract expires or is terminated for default pursuant to **Subsection 27(c)** before the Contract requirements are complete, all rights are granted for a duration and for purposes necessary to facilitate Commonwealth's or a Commonwealth-approved vendor's completion of the Supplies, Services or Developed Works under this Contract. The Contractor, in the form used by Contractor in connection with the Supplies, Services, or Developed Works, shall deliver to Commonwealth the object code version of such Contractor Property, the Third Party Property and associated licenses

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

immediately prior to such expiration or termination to allow the Commonwealth to complete such work.

(vi) Where third party users are reasonably anticipated by the Contract, all users are granted the right to access and use Contractor Property for the purposes of and within the scope indicated in the Contract.

(c) The Commonwealth will limit its agents and contractors' use and disclosure of the Contractor Property as necessary to perform work on behalf of the Commonwealth.

(d) The parties agree that the Commonwealth, by acknowledging the Contractor Property, does not agree to any terms and conditions of the Contractor Property agreements that are inconsistent with or supplemental to this Contract.

(e) Reports. When a report is provided under this Contract, but was not developed specifically for the Commonwealth under this Contract, the ownership of the report will remain with the Contractor; provided, however, that the Commonwealth has the right to use, copy and distribute the report within the executive agencies of the Commonwealth.

44. USE OF COMMONWEALTH PROPERTY.

"Commonwealth Property" refers to Commonwealth-owned Software, Data and property (including intellectual property) and third party owned Software and property (including intellectual property) licensed to the Commonwealth.

(a) Confidentiality of Commonwealth Property. All Commonwealth Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be considered confidential information under **Section 30, Confidentiality, Privacy, and Compliance**.

(b) License grant and restrictions. During the term of this Contract, Commonwealth grants to Contractor and its subcontractors for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to access, use, reproduce, and modify Commonwealth Property in accordance with the terms of the Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.

(i) The Contractor hereby assigns to the Commonwealth its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Intellectual Property. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the *Copyright Act of 1976,* as amended.

(ii) Neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Intellectual Property. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this section.

(c) Reservation of rights. All rights not expressly granted here to Contractor are reserved by the Commonwealth.

(d) Termination of Commonwealth license grant.

(i) *Rights Cease*. Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor under this section shall immediately cease.

(ii) *Return Commonwealth Property*. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Intellectual Property (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination (except that Commonwealth Data shall be turned over in a form acceptable to the Commonwealth).

(iii) *List of utilized Commonwealth Property/Destruction*. Within **15 days** after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Intellectual Property in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(e) Effect of license grant termination. Consistent with the provisions of this section, Contractor shall refrain from manufacturing, copying, marketing, distributing or using any Commonwealth Software or any other work which incorporates the Commonwealth Software.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(f) Commonwealth Property Protection.

(i) Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Data, Commonwealth Software and the Developed Works developed under the provisions of this Contract, and Contractor shall not, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Data, Commonwealth Software or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason.

(ii) Contractor shall not, in any manner, represent that Contractor has any ownership interest in the Commonwealth Data, Commonwealth Software or the Developed Works.

45. OWNERSHIP OF DEVELOPED WORKS.

Unless otherwise specified in the Contract, including the Solicitation, ownership of all Developed Works shall be in accordance with the provisions set forth in this section.

(a) Rules for usage for Developed Works.

(i) *Property of Contractor.* If Developed Works modify, improve, contain, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, such Developed Works.

(1) For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(2) If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

(ii) *Property of Commonwealth/licensor*. If the Developed Works modify, improve or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor.

(b) Copyright Ownership.

(i) *Works made for hire; general*. Except as indicated in paragraph (a)(i), above, Developed Works developed as part of the scope of work for the Project, including Developed Works developed by subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered "works made for hire" under the *Copyright Act of 1976*, as amended, 17 United States Code.

(ii) *Assignment*. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns, all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its subcontractors assign, and upon their authorship or creation, expressly and automatically assigns all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth.

(iii) *Rights to Commonwealth*. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works.

(iv) *Subcontracts*. The Contractor further agrees that it will include the requirements of this section in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(v) *Completion or termination of Contract*. Upon completion or termination of this Contract, Developed Works, or completed portions thereof, shall immediately be delivered by Contractor to the Commonwealth.

(vi) *Warranty of noninfringement*. Contractor represents and warrants that the Developed Works are original and do not knowingly infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws and regulations of the United States.

(c) Patent ownership. Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.

(d) Federal government interests. Certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Part 401, as amended, and other applicable law or regulations.

(e) Usage rights. Except as otherwise covered by this section either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques relating to the Services.

(f) Contractor's copyright notice obligations. Contractor will affix the following Copyright Notice to the Developed Works developed under this section and all accompanying documentation: "*Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved*." This notice shall appear on all versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

46. ACCESSIBILITY

The Contractor's Services and Supplies developed by Contractor and delivered to the Commonwealth under this Contract shall comply in all material respects with all requirements of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213, and Section 508 of the Rehabilitation Act, 29 U.S.C. § 794(d). For Digital Content and Services developed by Contractor, this will include compliance with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA or higher to the extent required by law or regulation, as applicable to the scope of Services. The Contractor developed Deliverables, which including all user interfaces, electronic documents, and communications must be accessible to individuals with disabilities. Accessibility testing and remediation will be performed by the Contractor and may include commercially reasonable automated and manual testing using assistive technologies. Upon request, the Contractor shall provide accessibility conformance documentation (e.g., VPAT or ACR) to the Commonwealth to the extent such documentation exists or can be created for the applicable Deliverables. Upon request, the Contractor shall provide documentation verifying compliance or a remediation plan for any identified deficiencies within the scope of Contractor's responsibilities. Contractor shall not be responsible for the accessibility of content, data, systems, platforms, or tools provided or controlled by the Commonwealth or third parties, except to the extent expressly set forth in the applicable Statement of Work or Purchase Order.

47. ARTIFICIAL INTELLIGENCE

(a) Notice of Use of Gen AI and Agentic AI tools. Except as previously disclosed within the Solicitation or this Contract, the Contractor shall provide written notice to the Commonwealth of any products or services that utilize Gen AI, Agentic AI, or both that the Contractor, its employees, or any of its subcontractors, will use in its performance under this Contract. The notice must include the following:

(i) Subject Line: "Notice of Use of Gen AI & Agentic AI"

(ii) Contents: (1) [Name of contracting company or contractor], (2) the type of input content that will be used when using the tools, (3) the type of content being generated using the tool (e.g., description, image, summary, etc.), (4) the version of the tool to be used, (5) the purpose of using the tool, and (6) who will be responsible for editing the final outputs of the tool.

(b) Human Review. The Contractor, its employees, and subcontractors shall review and verify the accuracy of all Gen AI and Agentic AI generated content included in Services and Deliverables (as identified in a Statement of Work) provided under this Contract. The individual reviewing Gen AI and Agentic AI content on behalf of the Contractor or its subcontractor must have demonstrable

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

qualifications, expertise, or professional credentials based on the content being reviewed. The Contractor shall not rely on or provide any Gen AI or Agentic AI generated content in its Services or Deliverables provided under this Contract without validation and review for accuracy and any biases.

(c) Commonwealth Data. Except as set forth in **Section 49, Contractor Hosted Security, Location, Status, and Disposition of Data** the Contractor shall not use any data provided by the Commonwealth to develop its own AI tools, conduct queries, or training of any AI models.

(d) Data Ownership. All outputs generated using Gen AI or Agentic AI in the performance of this Contract are the Commonwealth's confidential information. Contractor will not assert or claim any ownership rights to any output generated using Gen AI and Agentic AI tools. The Contractor, its employees, or subcontractors shall not use, disclose, or distribute this data, except as necessary to provide the services under this Contract.

(e) Representations and Warranties. The Contractor represents and warrants the following:

Services and Deliverables provided under this Contract are the result of independent, original efforts by the Contractor and its subcontractors without the use of Gen AI or Agentic AI, unless the use complies with these terms and conditions and a human has reviewed and verified the accuracy of such Services and Deliverables.

(f) The Contractor, its employees, and subcontractors do not and will not use Commonwealth data to train any AI, machine learning, large language models, or other similar neural networks, algorithms, or systems. Except where such data is publicly obtained by the Contractor.

(i) The Contractor and its subcontractors use due diligence and best practices when employing Gen AI and Agentic AI tools and methods to provide the Services and produce the Deliverables.

(ii) The Contractor reasonably believes that the Gen AI and Agentic AI tools and methods used to provide the Services and produce the Deliverables under this Contract are fair, secure, private, unbiased, trustworthy, and reliable.

(iii) The Contractor and its subcontractors regularly monitor and assess their use of Gen AI and Agentic AI tools for accuracy and reliability, ensuring compliance with all laws applicable to Contractor's use of the tools and adherence to industry standards.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(iv) The Contractor's, it's employees', and subcontractors' use of Gen AI and Agentic AI complies with all laws applicable to Contractor's use of the tools.

(v) The Contractor and its subcontractors have the legal authority to use all data each uses to train its Gen AI and Agentic AI tools and the outputs do not infringe on any intellectual property rights of third parties.

48. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.

(a) Source code. Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works.

(b) Escrow. To the extent that Developed Works and/or any perpetually-licensed software include application software or other materials generally licensed by the Contractor, Contractor agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by Contractor.

(c) Escrow agreement. An escrow agreement must be executed by the parties, with terms acceptable to the Commonwealth, prior to deposit of any source code into escrow.

(d) Obtaining source code. Contractor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Contractor to fulfill its obligations to Commonwealth under this Contract, Commonwealth shall be able to obtain the source code of the then-current source codes related to Developed Works and/or any Contractor Property placed in escrow under subsection (b), above, from the escrow agent.

49. CONTRACTOR HOSTED SECURITY, LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the Solicitation specifies otherwise:

(i) All Data must be stored within the United States;

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

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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(iv) Any Data shall be destroyed by the Contractor at the Commonwealth's request;

(v) 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 Contract; and

(vi) The Contractor shall comply with the provisions set forth in **Attachment A, Vendor Security Requirements**.

(vii) In addition to any other limitations in the Contract and its exhibits and attachments and except for any aggregate data that has been anonymized, the Contractor shall not use any data or information provided by the Commonwealth to develop any AI tools, conduct queries, or train any AI including, but not limited to, Gen AI or Agentic AI.

50. PUBLICATION RIGHTS AND/OR COPYRIGHTS.

(a) Except as otherwise provided in **Section 45, Ownership of Developed Works**, the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.

(b) Except as otherwise provided in the Contract, the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

51. CHANGE IN CONTRACTOR'S OWNERSHIP.

In the event that the Contractor should change ownership, the Commonwealth shall have the exclusive option of:

(a) continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract;

(b) continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs; or

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(c) immediately terminating this Contract.

52. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

53. COMPLIANCE WITH LAWS.

(a) The Contractor shall comply with all federal, state and local laws, regulations and policies applicable to its Services or Supplies, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation. Notwithstanding the preceding sentence, Contractor will not be responsible for any requirements or specifications developed solely by the Commonwealth, which do not comply with state or federal laws or regulations, so long as the Contractor if aware of any non-compliance it notifies the Commonwealth prior to implementing such requirements or specifications.

(b) If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the Services or Supplies provided under this Contract, the Parties shall modify this Contract, via **Section 26, Changes**, to the extent reasonably necessary to:

(i) Ensure that such Services or Supplies will be in full compliance with such laws, regulations and policies; and

(ii) Modify the rates applicable to such Services or Supplies, unless otherwise indicated in the Solicitation.

54. 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(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.

55. EXAMINATION OF RECORDS.

(a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in subsection (c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by applicable laws or regulations, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in **Section 30, Confidentiality, Privacy and Compliance**.

(c) The Contractor shall preserve and make available its records for a period of **three years** from the date of final payment under this Contract.

(i) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of **three years** from the date of any resulting final settlement.

(ii) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(d) Except for documentary evidence retained pursuant to paragraph (c)(ii) above, the Contractor may in fulfillment of its obligation to retain its records as required by this section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of **two years** following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.

(e) The provisions of this section shall be applicable to and included in each subcontract hereunder.

56. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, as amended, the Contractor agrees to the following:

(a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in the most current version of *Government Auditing Standards* (Yellow Book).

(b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, as amended, 31 U.S.C. § 7501, *et seq*., and all rules and regulations promulgated pursuant to the Act.

(c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

(d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*, as amended.

57. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE).

(a) Contractor understands that its level of access may allow or require it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws, regulations and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies or Services, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements. This sign-off document, a sample of which is

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

attached as **Attachment B, Sample Sign-off Document**, will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.

(b) The Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the deployment of the Supplies or Services, the Contractor is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.

(c) This section does not require a Commonwealth agency to exhaustively list the laws, regulations or policies to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with applicable laws, regulations and policies.

(d) The requirements of this section are in addition to and not in lieu of other requirements of this Contract, its exhibits, appendices and attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with **Attachment A, Vendor Security Requirements**.

(e) Contractor shall conduct additional background checks, in addition to those required in **Section 28, Background Checks**, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

58. FEDERAL REQUIREMENTS.

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document, in addition to any applicable requirements of **Section 57, Agency-Specific Sensitive and Confidential Commonwealth Data**, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor to

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

execute, as necessary. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract. A sample sign-off document is attached to these Terms as **Attachment B, Sample Sign-off Document**.

59. ADDITIONAL FEDERAL PROVISIONS.

Upon a written amendment to this Contract, additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

60. ENVIRONMENTAL PROTECTION.

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law,* Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. §§ 691.1—691.801; the *Solid Waste Management Act,* Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. §§ 6018.101—68.1003; and the *Dam Safety and Encroachment Act,* Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. §§ 693.1—693.27.

61. 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 the manufacture of supplies, performance of work, or any 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 who is 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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(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 may 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.

62. 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 and 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(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 the 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(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 be 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.

63. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

64. WARRANTIES.

Except as otherwise set forth in the Contract, the Contractor warrants that the Services, Supplies and Developed Works will conform in all material respects to the functional specifications for the Services, Supplies and Developed Works and/or the requirements of the Contract. The warranty period for the Services, Supplies and Developed Works shall be **90 days** from final acceptance. If third-party Services, Supplies or Developed Works are subject to a warranty that exceeds **90 days** from final acceptance, the longer warranty period shall apply. The Contractor shall correct any non-conformity within the warranty period specified herein.

(a) Disruption. The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth's operations.

(b) Nonconformity. In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within **ten days'** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:

(i) Modifications to Developed Works made by the Commonwealth;

(ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;

(iii) Failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor;

(iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or

(v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(c) Industry standards. The Contractor hereby represents and warrants to the Commonwealth that the Services shall be performed in accordance with industry standards using the utmost care and skill.

(d) Right to perform. The Contractor hereby represents and warrants to the Commonwealth that the Contractor has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.

(e) Sole warranties. THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

65. LIQUIDATED DAMAGES.

(a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a deliverable due date is not met, solely at default of Contractor and through no fault of the Commonwealth or any of its contractor or other third-party vendors, or force majeure event, and the delay will interfere with the Commonwealth's completion date, as determined by the parties. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for such delay. The Commonwealth and the Contractor therefore agree that in the event of any such delay, the amount of damage shall be the amount set forth in this section, unless otherwise indicated in the Contract, and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are the Commonwealth's sole remedy with respect to such delay.

(b) Contractor shall be excused from performing its obligations, if it is determined that the delay was caused solely by the Commonwealth, its contractors, or any other third-party vendor of the Commonwealth in failing to perform any of its responsibilities described in the Contract. Upon such occurrence, the parties may negotiate a change order to reflect an equitable adjustment in schedule, fees, or both to be provided to the Contractor, but only to the extent necessary to address the inaccuracy, revised requirements, or failure to perform. Each party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition. Neither party will be obligated to perform in accordance with the change order until the change order is issued against this Contract or the applicable Purchase Order.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(c) The amount of liquidated damages shall be as set out in the Solicitation. If not amount is set out in the Solicitation, the amount of liquidated damages for failure to meet a due date shall be three-tenths of a percent **(.3%)** of the price of the deliverable for each calendar day following the scheduled completion date. If the price of the Deliverable associated with the missed due date is not identified, liquidated damages shall apply to the total value of the Contract. Liquidated damages shall be assessed each calendar day until the date on which the Contractor meets the requirements for the Deliverable associated with the due date, up to a maximum of **30 days**. If indicated in the SOW or executed Purchase Order, the Contractor may recoup all or some of the amount of liquidated damages assessed if the Contractor meets the final project completion date set out in the Contract.

(d) If, at the end of the **30-day** period specified in subsection (b) above, the Contractor still has not met the requirements for the Deliverable associated with the due date, then the Commonwealth, at no additional expense and at its option, may either:

(i) Immediately terminate the Contract in accordance with **Subsection 27(c)** and with no opportunity to cure; or

(ii) Order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed up to a maximum of **30 days**.

(e) At the end of a calendar month, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by:

(i) Deducting the amount from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth;

(ii) Collecting the amount through the performance security, if any; or

(iii) Billing the Contractor as a separate item.

66. SERVICE LEVELS.

(a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, as agreed to in a Statement of Work or Purchase Order.

(b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

as may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Service Levels, any failure to adequately or timely perform a Service may result in consequences under this Contract, up to and including Contract termination.

(c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall bar the Commonwealth's rights to receive Liquidated Damages for the Service Level default, but shall not waive or impair any other Commonwealth rights or remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights; provided however, Service Level Credits paid would be credited against any such claims for damages.

67. FORCE MAJEURE.

(a) Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

(b) The Contractor shall notify the Commonwealth orally within **five days** and in writing within **ten 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 contract 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 Contract, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

(c) 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 Contract.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

68. PUBLICITY/ADVERTISEMENT.

The Contractor shall not issue news releases, internet postings, advertisements, endorsements, or any other public communication without prior written approval of the Commonwealth, and then only in coordination with the Commonwealth. This includes the use of any trademark or logo.

69. TERMINATION ASSISTANCE.

(a) Upon the Commonwealth's request, Contractor shall provide termination assistance services (Termination Assistance Services) directly to the Commonwealth, or to any vendor designated by the Commonwealth. The Commonwealth may request termination assistance from the Contractor upon full or partial termination of the Contract and/or upon the expiration of the Contract term, including any renewal periods. Contractor shall take all necessary and appropriate actions to accomplish a complete, timely and seamless transition of any Services from Contractor to the Commonwealth, or to any vendor designated by the Commonwealth, without material interruption of or material adverse impact on the Services. Contractor shall cooperate with the Commonwealth and any new contractor and otherwise promptly take all steps required or reasonably requested to assist the Commonwealth in effecting a complete and timely transition of any Services.

(b) Such Termination Assistance Services shall first be rendered using resources included within the fees for the Services, provided that the use of such resources shall not adversely impact the level of service provided to the Commonwealth; then by resources already included within the fees for the Services, to the extent that the Commonwealth permits the level of service to be relaxed; and finally, using additional resources at costs determined by the Parties via **Section 26, Changes**.

70. NOTICE.

Any written notice to any party under this Contract 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, sent to the address such party may designate by notice given pursuant to this section.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

71. RIGHT-TO-KNOW LAW.

(a) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

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

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

(ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

(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 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 business days of receipt of written notice of the Commonwealth's determination.

(d) Reimbursement.

(i) Commonwealth 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(ii) Contractor Reimbursement. 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.

(e) 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.

(f) 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.

(g) Survival. The Contractor's obligations contained in this section survive the termination or expiration of this contract.

72. APPLICABLE LAW AND FORUM.

This contract is governed by and must be 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, and waives 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.

73. CONTROLLING TERMS AND CONDITIONS.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's website, quotations, invoices, business forms, click-through agreements, or other documentation

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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.

74. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

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 Contract 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.

The Contractor may be required, after delivery of the Contract 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.

75. WORKER PROTECTION AND INVESTMENT.

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

(i) Construction Workplace Misclassification Act;

(ii) Employment of Minors Child Labor Act;

(iii) Minimum Wage Act;

(iv) Prevailing Wage Act;

(v) Equal Pay Law;

(vi) Employer to Pay Employment Medical Examination Fee Act;

(vii) Seasonal Farm Labor Act;

(viii) Wage Payment and Collection Law;

(ix) Industrial Homework Law;

(x) Construction Industry Employee Verification Act;

(xi) Act 102: Prohibition on Excessive Overtime in Healthcare;

(xii) Apprenticeship and Training Act; and

(xiii) Inspection of Employment Records Law.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

76. SURVIVAL.

The following sections and any right or obligation of the parties in this Contract which, by its express terms or nature and context is intended to survive termination or expiration of this Contract, will survive any such termination or expiration shall survive the expiration or termination of the Contract.

(a) Section 10 (Order of Precedence);

(b) Section 29 (Contract Controversies);

(c) Section 30 (Confidentiality, Privacy and Compliance);

(d) Section 32 (Data Breach or Loss);

(e) Section 36 (Taxes-Federal, State and Local);

(f) Section 37 (Limitation of Liability);

(g) Section 38 (Indemnification);

(h) Section 39 (Sovereign Immunity);

(i) Section 40 (Virus, Malicious, Mischievous or Destructive Programming);

(j) Section 41 (Patent, Copyright, Trademark and Trade Secret Protection);

(k) Section 42 (Contract Construction);

(l) Section 44 (Use of Commonwealth Property);

(m) Section 45 (Ownership of Developed Works);

(n) Section 48 (Source Code and Escrow Items Obligations);

(o) Section 49 (Contractor Hosted Security, Location, Status and Disposition Of Data);

(p) Section 50 (Publication Rights and/or Copyrights);

(q) Section 53 (Compliance with Laws);

(r) Section 55 (Examination of Records);

(s) Section 56 (Single Audit Act of 1984);

(t) Section 57 (Agency-Specific Sensitive and Confidential Commonwealth Data (If Applicable));

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

(u) Section 64 (Warranties);

(v) Section 68 (Publicity/Advertisement);

(w) Section 69 (Termination Assistance);

(x) Section 70 (Notice);

(y) Section 71 (Right-to-Know-Law);

(z) Section 72 (Applicable Law and Forum); and

(aa) Section 76 (Survival).

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

ATTACHMENT A

VENDOR SECURITY REQUIREMENTS

1. SCOPE; DEFINITIONS

a. Vendor Security Requirements Scope. This attachment 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 attachment does not limit other obligations of Supplier, including under the Contract or laws that apply to Supplier, Supplier's performance under the Contract, Commonwealth Information or the Permitted Purpose. To the extent this attachment directly conflicts with the Contract, 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 Contract 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 Contract, the Services, or the parties' performance of or exercise of rights under or in connection with the Contract (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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

"**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 Contract.

"**Security Incident**" means actual or suspected unauthorized access, collection, acquisition, use, transmission, disclosure, corruption or loss of Commonwealth Information, or breach of any environment: (i) containing Commonwealth Information, or (ii) managed by Supplier with controls substantially similar to those protecting 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 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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) Vulnerabilities in the Commonwealth Systems. With respect to vulnerabilities in Commonwealth Information, environments applications or infrastructure existing prior to the commencement date ("Backlog Vulnerabilities"), Supplier will only be responsible for fixing such Backlog Vulnerabilities (i) to the extent vulnerability remediation services are in scope under the applicable Statement of Work between the Parties, and (ii) as further agreed in a specific plan of action between the Parties with respect to Backlog Vulnerabilities ("POA"). The POA will be documented in writing and regularly updated by the Parties in accordance with the Governance process. When the Supplier is remediating Backlog Vulnerabilities on Commonwealth's behalf, absent a breach of Supplier's obligations, Commonwealth will remain responsible for any resulting security breach or incident under the remediation is complete.

5) Encryption. Supplier shall encrypt data at rest and data in transit in accordance with ISO 27001 certification.

6) Testing. Supplier shall regularly test its security systems and processes to ensure they meet the standards outlined in Attachment C, Data Safeguards for Commonwealth Data. 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 least every 90 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Supplier shall mandate and ensure the use of system-enforced "strong passwords" in accordance with the best practices (described below) 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 shall adhere to Contractor's password management policy and access related standards for Contractor Systems and adhere to Commonwealth standards for Commonwealth systems. Commonwealth standards require

e) Maintain and enforce "account lockout" by disabling accounts with access to Commonwealth Information when an account exceeds more than five consecutive incorrect password attempts.
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 requested in writing by the Commonwealth.
h) 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. Suspected or confirmed 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 policy, including methods to detect and log policy violations. Upon request by the Commonwealth, Supplier shall provide information on violations of Supplier's information and network security policy, regardless of whether the violations constitute a Security Incident.

8) Subcontract. Supplier shall not subcontract or delegate any of its obligations under this attachment 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 attachment. Supplier shall ensure this attachment is binding upon Supplier's Subcontractors and personnel, include it in any subcontract, and made known to Subcontractor's personnel in a substantially similar manner. Supplier (a) shall ensure that its Subcontractors and personnel comply with this attachment, and (b) is responsible for all acts, omissions, negligence and misconduct of its Subcontractors and personnel.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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. Commonwealth Information may only be hosted, handled, processed, or accessed in physical locations within CONUS by the Supplier and its Subcontractors, personnel, and anyone acting on the Supplier's behalf.

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 and provide reports from these logs as part of its obligations under section 2(e) (Security 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 individual nondisclosure agreements in a form specified by the Commonwealth. If individual 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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

confirmation that the individual has not been convicted of offenses involving fraud, theft or the misuse of confidential information. The Supplier shall maintain documentation of completed background checks and provide confirmation of compliance to the Commonwealth upon request. Supplier shall also:

a) maintain a list of all Supplier personnel who have accessed or received Commonwealth Information and provide that list to the Commonwealth upon request within an agreed upon timeframe.

b) notify the Commonwealth no later than 24 hours after any specific individual Supplier personnel authorized to access Commonwealth Information in accordance with this Section:

i. no longer needs access to Commonwealth Information; or

ii. no longer qualifies as Supplier personnel (e.g., the personnel leaves Supplier's employment).

13) 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 derived from any AI system, tool or model remain the sole property of the Commonwealth. Supplier shall disclose any AI used in service delivery and ensure full compliance with Commonwealth standards and 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 periodic reporting, on at least an annual basis, about the security controls in the format requested by the Commonwealth (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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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 ISO 27001 certification requirements.

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 24 hours, 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 ISO 27001 certification requirements, and

      ii. the third-party system does not have access to the decryption key or unencrypted "plain text" versions of the data.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

The Commonwealth reserves the right to require a security review (in accordance with section 2(e) (Security Review)) of the third-party system before giving approval.

b) If Supplier uses any third party systems that store or otherwise access Commonwealth Information, excluding third party systems contracted by the Commonwealth, Supplier shall perform a security review of the third party systems and their security controls by an independent third party and provide Commonwealth with periodic reporting about the third party system's security controls in the format requested by the Commonwealth (e.g., SOC 2 Type 2, ISO 27001), or other recognized industry-standard report approved by the Commonwealth.

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 90 days) 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 90 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 ISO 27001 certification requirements, 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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 attachment.

5) Recovery. If agreed to as part of the applicable Statement of Work and 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 attachment 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 ISO 27001 certification requirements.

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. 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. No Commonwealth Data shall be stored on Contractor systems. Commonwealth Data shall always remain in Commonwealth systems.

e. Security Review.

1) Risk Assessment Questionnaire. The Commonwealth may periodically 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 attachment and the Contract.

3) Other Reviews. Any access to Supplier's premises, personnel, data, records,

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

controls, processes, and procedures relating to the Services will be subject to Supplier's reasonable access and security requirements.

4) Remediation. If any security review identifies any deficiencies, Supplier shall, at its sole cost and expense take all actions necessary to remediate those deficiencies in accordance with Supplier's internal policies.

f. Security Incidents.

1) Supplier shall inform the Commonwealth via email to OA-SecurityIncidents@pa.gov within 48 hours of a confirmed Security Incident or when it reasonably suspects there was a 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 Contract must comply with the 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

ATTACHMENT B

Sign-Off Document No. ____, under Agreement No. _____

Between

[Contractor_____] and the Commonwealth of PA, [Agency]

[Contractor_____] Agency-level Deployment

This document becomes, upon its execution by the signatories named below, a legally valid, binding part of Agreement No. _____ between the Commonwealth and _____ (Contractor), and is subject to the terms of that Agreement.

1. Scope of Deployment (need not be entire agency):

2. Nature of Data implicated or potentially implicated:

3. Agency Policies to which Contractor is subject (incorporated by reference):

4. Background checks (describe if necessary):

5. Additional requirements (describe with specificity):

6. Is Contractor a Business Associate (yes or no)?

If yes, the attached Business Associates Agreement, as completed by the Agency, is applicable and is hereby incorporated into this Sign-Off Document by reference.

Agency Contact Person Signature and Date:

_____

[Contractor_____]

Authorized Signatory and Date:

_____

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

ATTACHMENT C

DATA SAFEGAUARDS FOR COMMONWEALTH DATA

These data safeguards ("Data Safeguards") set forth the security framework that Commonwealth and Contractor will follow with respect to protecting Commonwealth Data in connection with the Contract solely with respect to the Contractor's systems. In the event of a conflict between these Data Safeguards and any terms and conditions set forth in the Contract including its exhibits, appendices, and attachments the terms and conditions of the Contract and its exhibits and attachments shall prevail.

To the extent the Commonwealth Data includes Personal Data, and taking into consideration the nature, scope and purposes of the processing of the Commonwealth Personal Data, the implementation of and compliance with these Data Safeguards and any additional security measures set out in the applicable Statement of Work ("SOW") are designed to provide an appropriate level of security in respect of the processing of the Commonwealth Personal Data.

1. Controlling Standards. Commonwealth and Contractor will each maintain and comply with globally applicable policies, standards and procedures intended to protect data within their own respective environments (e.g., systems, networks, facilities) and such policies will govern and control in their respective environments. For clarity, each Party will comply with the other Party's policies when accessing or operating within the other Party's environments. Each Party will provide timely notice of any changes to such policies that may materially degrade the security of the Services, after which the Parties will equitably adjust the terms of the applicable SOW as necessary to appropriately address risk.

2. Penetration Testing and Vulnerability Scanning. At least annually, Contractor shall perform penetration and vulnerability assessments on Contractor's IT environments in accordance with Contractor's internal security policies and standard practices. Contractor agrees to share with Commonwealth summary level information related to such tests as conducted by Contractor to the extent applicable to the Services. For clarity, as it relates to such penetration and vulnerability testing, Commonwealth will not be entitled to (i) data or information of other customers or Commonwealths of Contractor; (ii) test third party IT environments except to the extent Contractor has the right to allow such testing; (iii) any access to or testing of shared service infrastructure or environments, or (iv) any other Confidential Information of Contractor that is not directly relevant to such tests and the Services. For any Contractor IT systems that are physically dedicated to Commonwealth, the Parties may agree to separate testing plans. Such plans must be in writing and the testing will not to exceed two tests per year.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

3. Technical and Organizational Measures. Without limiting the generality of the foregoing and subject to any other express agreement between the Parties with respect to the Services as set forth in an SOW, the Parties have implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Commonwealth Data in their respective environments against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction, as follows:

a) Organization of Information Security

b) Security Ownership. The Contractor will appoint one or more security officers responsible for coordinating and monitoring the security rules and procedures.

c) Security Roles and Responsibilities. Personnel with access to Commonwealth Data will be subject to confidentiality obligations.

d) Risk Management Program. The Contractor will have a risk management program in place to identify, assess and take appropriate actions with respect to risks related to the processing of the Commonwealth Data in connection with the applicable Agreement in place between the Parties.

4. Asset Management

a) Asset Inventory. The Contractor will maintain an inventory of all media on which Commonwealth Data is stored. Access to the inventories of each Parties' media will be restricted to that Parties' personnel authorized in writing to have such access.

b) Data Handling.

i. The Contractor with coordination with the Commonwealth, will classify Commonwealth Data to help identify such data and to allow for access to it to be appropriately restricted (e.g., through encryption).

ii. The Contractor will limit printing of Commonwealth Data to what is minimally necessary to perform services and have procedures for disposing of printed materials that contain Commonwealth Data.

iii. The Contractor will require its personnel to obtain appropriate authorization prior to storing Commonwealth Data outside of contractually approved locations and systems, remotely accessing Commonwealth Data, or processing Commonwealth Data outside the Parties' facilities.

5. Human Resources Security

a) Security Training.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

i. The Contractor will inform its personnel about relevant security procedures and their respective roles. The Contractor also will inform its personnel of possible consequences of breaching the security rules and procedures.

ii. The Contractor will only use anonymous data in training.

6. Physical and Environmental Security

a) Physical Access to Facilities. The Contractor will only allow authorized individuals to access facilities where information systems that process Commonwealth Data are located.

b) Physical Access to Components. The Contractor will maintain records of the incoming and outgoing media containing Commonwealth Data, including the kind of media, the authorized sender/recipients, date and time, the number of media, and the types of Commonwealth Data they contain.

c) Protection from Disruptions. The Contractor will use a variety of industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) systems to protect against loss of data due to power supply failure or line interference.

d) Component Disposal. The Contractor will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) processes to delete Commonwealth Data when it is no longer needed.

i. Communications and Operations Management

b) Operational Policy. The Contractor will maintain security documents describing their security measures and the relevant procedures and responsibilities of their personnel who have access to Commonwealth Data.

c) Mobile Device Management (MDM). The Contractor will maintain a mobile device policy that:

i. Enforces device encryption;

ii. Protects and limits use of Commonwealth Data accessed or used on a mobile device; and

iii. Prohibits enrollment of mobile devices that have been “jail broken.”

d) Data Recovery Procedures.

i. The Contractor will have specific data recovery procedures in place designed to enable the recovery of Commonwealth Data being maintained in its systems.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

ii. The Contractor will review its data recovery procedures at least annually.

iii. The Contractor will log data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.

e) Malicious Software. The Contractor will have anti-malware controls to help avoid malicious software gaining unauthorized access to Commonwealth Data, including malicious software originating from public networks.

f) Data Beyond Boundaries. The Contractor will

i. Encrypt Commonwealth Data that is transmitted over public networks.

ii. Protect Commonwealth Data in media leaving their facilities (e.g., through encryption).

iii. Implement automated tools where practicable to reduce the risks of misdirected email, letters, and / or faxes.

g) Event Logging.

i. For systems containing Commonwealth Data, The Contractor will log events consistent with their stated policies or standards.

7. Access Control

a) Access Policy. The Contractor will maintain a record of security privileges of individuals having access to Commonwealth Data.

b) Access Authorization.

i. The Contractor will maintain and update a record of personnel authorized to access Commonwealth Data via that Party's systems.

ii. When responsible for access provisioning, The Contractor will promptly provision authentication credentials.

iii. The Contractor will deactivate authentication credentials where such credentials have not been used for a period of time (such period of non-use not to exceed six months).

iv. The Contractor will deactivate authentication credentials upon notification that access is no longer needed (e.g. employee termination, project reassignment, etc.) within two business days.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

v. The Contractor will identify those personnel who may grant, alter or cancel authorized access to data and resources.

vi. The Contractor will ensure that where more than one individual has access to systems containing Commonwealth Data, the individuals have unique identifiers/log-ins.

c) Least Privilege.

i. Technical support personnel will only be permitted to have access to Commonwealth Data when needed.

ii. The Contractor will restrict access to Commonwealth Data to only those individuals who require such access to perform their job function.

iii. The Contractor will limit access to Commonwealth Data to only that data minimally necessary to perform the services.

iv. The Contractor will support segregation of duties between environments and between key roles.

d) Integrity and Confidentiality. The Contractor will instruct its personnel to disable administrative sessions when leaving premises or when computers are otherwise left unattended.

e) Authentication.

i. The Contractor will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) practices to identify and authenticate users who attempt to access information systems.

ii. Where authentication mechanisms are based on passwords, The Contractor will require that the passwords are renewed regularly.

iii. Where authentication mechanisms are based on passwords, The Contractor will require the password to contain at least eight characters and three of the following four types of characters: numeric (0-9), lowercase (a-z), uppercase (A-Z), special (e.g., !, *, &, etc.).

iv. The Contractor will ensure that de-activated or expired identifiers are not granted to other individuals.

v. The Contractor will monitor repeated attempts to gain access to information systems using an invalid password.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

vi. The Contractor will maintain industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) procedures to deactivate passwords that have been corrupted or inadvertently disclosed.

vii. The Contractor will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, as well as during storage.

viii. Multi Factor Authentication. The Contractor will implement Multi-Factor Authentication for internal access and remote access over virtual private network (VPN).

8. Network and Application Design and Management

a) The Contractor will have controls to avoid individuals gaining unauthorized access to Commonwealth Data.

b) The Contractor will use network-based data loss prevention to monitor or restrict movement of sensitive data.

c) The Contractor will use network-based web filtering to prevent access to unauthorized sites.

d) The Contractor will use firefighter IDs or temporary user IDs for production access.

e) The Contractor will use network intrusion detection and / or prevention.

f) The Contractor will use secure coding standards.

g) The Contractor will scan for and remediate OWASP vulnerabilities.

h) To the extent technically possible, the Parties will work together to limit the ability of Contractor personnel to access non-Commonwealth and non-Contractor environments from the Commonwealth systems.

i) The Contractor will maintain up to date server and network device security configuration standards.

j) The Contractor will scan their respective environments to ensure identified configuration vulnerabilities have been remediated.

9. Patch Management

a) The Contractor will have a patch management procedure that deploys security patches for systems used to process Commonwealth Data that includes:

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

i. Defined time allowed to implement patches (not to exceed 90 days for all patches); and

ii. Established process to handle emergency patches in a shorter time frame.

b) The Contractor agrees that no software or hardware that is past its End of Life (EOL) will be used in the scope of services without a mutually agreed risk management process for such items.

10. Workstations

a) The Contractor will implement controls for all workstations it provides that are used in connection with service delivery/receipt incorporating the following:

i. Users cannot change or modify default security controls

ii. Encrypted hard drive

iii. Software agent that manages overall compliance of workstation and reports a minimum on a monthly basis to a central server

iv. Patching process to ensure workstations are current on all required patches

v. Ability to prevent unapproved software from being installed

vi. Antivirus with a minimum weekly scan

vii. Firewalls installed

11. Information Security Breach Management

a) Security Breach Response Process. The Contractor will maintain a record of its own security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the process for recovering data.

b) Service Monitoring. The Contractor's security personnel will review their own logs as part of their security breach response process to propose remediation efforts if necessary.

12. Business Continuity Management

a) The Contractor will maintain emergency and contingency plans for the facilities in which the Parties' information systems that process Commonwealth Data are located.

b) The Contractor's redundant storage and procedures for recovering data will be designed to reconstruct Commonwealth Data stored by a Party in its original state from before the time it was lost or destroyed.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

EXHIBIT B

RFP# 202102021 - eProcurement Solution and Services

Cost Proposal Workbook - *SERVICES ONLY*

INSTRUCTIONS FOR COMPLETING THE COST TABS:
1. The State of Maine intends to complete a separate cost evaluation which will be used to score proposals. Bidders must provide pricing as specified on the subsequent Tabs to meet the relevant specifications and requirements of the RFP.
2. This Cost Workbook contains four (4) additional Tabs for the bidder to use to indicate all proposed costs. Tab 1: Services Only Fixed Pricing Tab 2: Services Only Price Discount Tab 3: Hourly Rate Card Pricing Tab 4: Innov, Value-Adds, Addl Svc
3. Tab 4 is optional therefore may or not award as part of the contract.
4. Part V of the RFP explains how cost/pricing will be evaluated.
5. On each Tab the bidder may add (insert) rows for additional data as needed to provide the necessary costs details of the proposal.
6. Except where otherwise noted, the bidder must not reformat any part of this Workbook as any reformatting may be cause for rejection of the proposal.
7. The bidder must note that the "Total" cells of Tab contains pre-populated formulas and may need to be edited as a result of adding/inserting rows.
8. The bidder is responsible for the accuracy of all the information provided in the Workbook.
9. The bidder must not propose any per transaction fees or administrative fees to be paid by the State or the Vendors selling goods or services to the State.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

RFP# 202102021 - eProcurement Solution and Services
Cost Proposal Workbook - SERVICES ONLY
Accenture LLP

Bidder/Tier N. Services:

Instructions: The Cost Proposal is to be completed only if all the SERVICES is replaced and supported after a full eProcurement Solution roll-out for Maintenance implementation as identified in Sections 4, 5 and 7 of the RFP for the Commonly Identified Scenarios on this Tab.

1) In the tables below Bidders must provide the Firm, fixed prices in each yellow shaded cell that corresponds to the detail listed in each table. Bidders are to provide prices for the three identified scenarios which reflect the concepts of asset creation and range duties. There are separate sets of tables for each scenario and bidders must provide complete responses for each scenario.

2) In Table A, Bidders must provide the overall pricing breakdown and labor hours/rates' effort it included to deliver a comprehensive eProcurement Solution that meets/exceeds requirements detailed in the RFP and RTM. The price must include all costs associated with the implementation of the eProcurement Solution, including the deployment, and the costs for ongoing system/environment support of the implemented Solution. The totals in this table reflect the total Final Cost values in Tables B-D below and have the detailed Assumptions in Table E.

3) In Table B, Bidders must provide the total hours, rate, and Assessment Final Costs across the relevant proposed discount identified as "Year 0 - Complete Solution Element" for the proposed approach to implement the eProcurement Solution. It must include all associated modern, modernized and middleware functionality, integrations, conversion from existing State systems, staffing and support services, etc. as described in each Scenario.

4) In Table C, Bidders must provide pricing details for the proposed Managed Services to meet the requirements described in Section 7 of the RFP. The assessment Final Costs represents applying the relevant proposed discount from "Tab D. Complete Solution Element" to the "Total".

5) In Table E, Bidders must document all assumptions that are reflected in the proposed Pricing. Bidders proposing services only must identify the specific eProcurement scenario(s) that the proposed services is/are offered.

SCENARIOs

Scope Common to all Scenarios	• Go-to-work implementation for partial Supplier management through eProcurement Solution • Full Implementation Services for Core Modules including: Project Sponsor; Project Manager; Functional Lead; Technical Lead; SMEs; Testers; Trainers and technical staff for the state site of integration programming • Core eProcurement Solution consisted include: • Integrated Interfaces to and precise Finance system. • Core Modules: Real-time integration controls to Finance Supplier network, create/update, (eProcurement solution: location of record) Purchase Order Purchase Orders/Change Orders Invoice Slide Pay • Core Modules Reports: Chart of Accounts varies from Finance Supplier Performance • Organizational Change Management Services • Training Services: • Contractor led-onsite End-User training for 20% of accounts user count • Train the Trainer training for 10 State staff • Train the Trainer training for 10 Vendor staff • Help Desk Services: Tier one user support, State and Supplier Managed Services provided remote • Warranty Services: • Technical Help Desk Services, extended base phone for 6 months after go-live of final solution component • Software Maintenance Services begins for 6 months after go-live of final solution component
Scenario I - Large State	GDP: $1B Billion Spend: $4 Billion/per Users: 125,000 Users Employees: 125,000 Supplier Network: 11,250 End Users Suppliers: 112,500 with 33,000 to be extracted from the Finance System during implementation. Contracts: 1,000 Central Procurement Office based, 2500 Agency based. Data conversion of basic data from the Finance System during implementation for all Contracts Catalogs: 1000 Hosted, 125 Punchouts with no catalogs to be extracted from the Finance System during implementation. Purchase Orders: 100,000 Hosted/year Invoices: 100,000/year
Scenario II - Medium State	GDP: $1B Billion Spend: $4 Billion/per Users: 75,000 Users Employees: 75,000 Supplier Network: 6,000 End Users Suppliers: 60,000 with 20,000 to be extracted from the Finance System during implementation. Contracts: 500 Central Procurement Office based, 2000 Agency based. Data conversion of basic data from the Finance System during implementation for all Contracts Catalogs: 1500 Hosted, 50 Punchouts with no catalogs to be extracted from the Finance System during implementation. Purchase Orders: 50,000 Hosted/year Invoices: 200,000/year
Scenario III - Small State	GDP: $1B Billion Spend: $4 Billion/per Users: 50,000 Users Employees: 50,000 Supplier Network: 2,000 End Users Suppliers: 50,000 with 20,000 to be extracted from the Finance System during implementation. Contracts: 500 Central Procurement Office based, 1500 Agency based. Data conversion of basic data from the Finance System during implementation for all Contracts Catalogs: 500 Hosted, 50 Punchouts with no catalogs to be extracted from the Finance System during implementation. Purchase Orders: 50,000 Hosted/year Invoices: 200,000/year

SCENARIO I - LARGE STATE PRICING

A. Overall Cost Proposal *(The all-in costs necessary to provide an eProcurement Solution that meet the mandatory requirements of the RFP and is a total of the values in Tables B-D)*

Services Implementation Costs	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Software Maintenance Costs	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 10,000,000.00
Managed Services Costs	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 10,000,000.00
[empty]												$ -
[empty]												$ -
[empty]												$ -
[empty]												$ -
TOTAL	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 20,000,000.00

B. Solution Implementation Costs - Distribute over Years 1 & 2
Note: "Total" values should equal the "Total" values for Services Implementation in Table A.

Deliverable Costs	Year 1 Hours	Year 1 Costs	Year 2 Hours	Year 2 Costs	Total Hours	Total Costs	Discount (%)	Final Costs
Business Process Analysis	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Software Configuration	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Interfaces	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Conversion Programs	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Reports	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Forms	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Workflows	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Enhancements	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Unit Testing	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Integration Testing	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
[empty]						$ -	0.00%	$ -
[empty]						$ -	0.00%	$ -
[empty]						$ -	0.00%	$ -
[empty]						$ -	0.00%	$ -
Project Sponsor	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Project Manager	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Functional Lead	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Technical Lead	4,000	$ 600,000.00			4,000	$ 600,000.00	0.00%	$ 600,000.00
Business Analyst						$ -	0.00%	$ -
Training Support Services						$ -	0.00%	$ -
[empty]						$ -	0.00%	$ -
Help Desk Services (costs for partial implementation phase Year 0 & 1 and full implementation Years 1 & 2			6000	$ 931,260.00	6000	$ 931,260.00	0.00%	$ 918,558.00
[empty]						$ -	0.00%	$ -
[empty]						$ -	0.00%	$ -
[empty]						$ -	0.00%	$ -
[empty]						$ -	0.00%	$ -
[empty]						$ -	0.00%	$ -
TOTAL	0	$ -	6000	$ 931,260.00	6000	$ 931,260.00		$ 918,558.00

C. Managed Services Support Costs *(Note: "Total" values should equal the "Final Costs" values for Managed Services Support in Table A.)*

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total	Discount (%)	Final Costs
Help Desk Services (Tier 1 Support)											$ -	0.00%	$ -
Training Support Services											$ -	0.00%	$ -
Third Party Licensing (e.g., SMP Licenses)											$ -	0.00%	$ -
Transition Out (Assistance Services)											$ -	0.00%	$ -
SMP Software Costs (Licenses)	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 10,000,000.00	0.00%	$ 10,000,000.00
[empty]											$ -	0.00%	$ -
[empty]											$ -	0.00%	$ -
[empty]											$ -	0.00%	$ -
[empty]											$ -	0.00%	$ -
TOTAL	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 10,000,000.00		$ 10,000,000.00

D. Assumptions

Assumed to maintain pricing assumes a blend of onshore/offshore resources. Final pricing for services would be dependent upon the scope and allocation of onshore and offshore resources utilizing the discounted rates reflected in the rate card for the allocated tasks.

Accenture, and Participating Entities and customers, reserves the right to verify its pricing based on validation of size, progress and time, that approved by Accenture management.

The change management and training estimates do not include any license costs for non-standard tools and content authoring (Articulate Storyline and Adobe Captivate); we assume that it will be provided by the client.

Travel estimates needed for the development of helpful media/videos, training materials have not been considered in the current pricing. The cost should be distributed based on the Participating Entity's preference and needs. Pricing does not take into consideration the potential, one-time costs associated with potential integration.

Accenture is assuming that the services and content of the ERP client have migrated and purchased SAP Ariba licenses and training requirements.

Client agrees on the following SAP Ariba environment setup:
• Production and 1 Test environment environment only
• Standard configuration only
• No customized and configuration required work setup

Accenture is assuming that the services and content of the ERP client have migrated and purchased SAP Ariba licenses and training requirements.

Client agrees on the following SAP Ariba environment setup:
• Production and 1 Test environment environment only
• Standard configuration only
• No customized and configuration required work setup

Assumes that Supplier Onboarding, Supplier Performance Management, Sourcing, Contracts, Spend Visibility, Supplier Risk, Supplier Collaboration, Supplier Information Management, Guided Buying, Invoice Management, Buyer Mobile Application, Supplier Mobile Application, Business Process Analysis, Software Configuration, Interfaces, Conversion Programs, Reports, Forms, Workflows, Enhancements, Unit Testing, Integration Testing, Project Sponsor, Project Manager, Functional Lead, Technical Lead, Business Analyst, Training Support Services, Help Desk Services, Software Maintenance Costs, Managed Services Costs, SMP Software Costs (Licenses) are the applicable line items.

Assumes that the capability to execute Data Cleansing projects, moved into this expense, we have not included Data Cleansing in scope.

Assumes Software Maintenance will start at the start of the warranty period. Warranty and maintenance terms are coterminous with licenses.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

RFP# 202102021 - eProcurement Solution and Services	
Cost Proposal Workbook - *SERVICES ONLY*	
Bidder's Name:	**Accenture LLP**

Instructions: The Discount is to reflect contracting ONLY for the SERVICES to implement and support either a full eProcurement Solution OR specific Workstream requirements as identified in Sections A, E and F of the
1. In Table A, Bidders must provide a minimum discount percentages off the Bidder's commercially published price list for all current and future services that will be available through award of a contract from this RFP. Bidders will not be precluded from providing deeper or additional discounts at their sole discretion at the time they enter into an agreement with a Participating Entity from the Contract that results from this RFP.
2. In Table B, Bidders must document all assumptions that are reflected in the proposed Pricing. Bidders proposing services only must identify the specific eProcurement solution(s) that the proposed services discount reflect.

A. Minimum Discount Percentage	
	Discount (%)
Solution Implementation Services	5.00%
Managed Services Support	5.00%

B. Assumptions
Accenture is responding to services only scope of the RFP.
Accenture's indicative pricing assumes a blend of onshore/offshore resources. Final pricing for services would be dependent upon the scope and allocation of onshore and offshore resources utilizing the discounted rates reflected in the
The pricing contained in this Proposal is based on known criteria supplied to date by the Client. Accenture reserves the right to modify this pricing based on completion of due diligence activities, final approval by Accenture management,
This change management and training estimates do not include any license costs for non-standard tools and content authoring (Articulate Storyline and Adobe Captivate); we assume that it will be provided by the client.
Tools/licenses needed for the development of creative communication, training materials have not been considered in the current pricing. The cost would be determined based on the Participating Entity's preference and needs. For e.g. Adobe Creative Cloud
No travel cost has been included in the estimates. Any travel costs will need to be considered separately.
Participating Entity is responsible for middleware design, implementation and test and perform any middleware changes to accept SAP Ariba standard interface file formats; and, perform due diligence to confirm fit with the proposed timelin
Accenture is responding to services only scope of the RFP. Client must negotiate and purchase SAP Ariba licenses and hosting requirements.
Client agrees on the following SAP Ariba environment setup:
Client must identify the key stakeholders involved in the project (core team, Business Process Owners, key users), and must ensure their availability to attend workshops, test sessions and provide feedback or validation.
Client shall directly agree with SAP Ariba (including any cost) for any SAP Ariba customization requiring the approval of SAP Ariba.
Accenture has the capability to execute Data Cleansing projects, however for this response, we have not included Data Cleansing in scope.
Product, integration and assistance with UAT are part of the testing scope. Security and performance testing are considered out of scope.
Managed Services Assumptions:
Ticketing tool assumed to be in place. The Participating Entity will have a ticketing tool at the start of support period and is expected to provide access to Accenture AMS project team.
To arrive at the estimates for managed services support, the ticket volumes assumed for a Large State are - 300 tickets/month for year 1; *274 tickets/month for year 2;* *264 tickets/month for year 3;* *252 tickets/month for year 4;* *240 tickets/month for years 5 thru 10;* *The support team will have dedicated resources to support the Level 2 and Level 3 services. The volume of tickets and the number of resources needed to support will reduce year over year due to assumed efficiencies and productivity gains.*
To arrive at the estimates for managed services support, the ticket volumes assumed for a Medium State are - 270 tickets/month for year 1; *256 tickets/month for year 2;* *242 tickets/month for year 3;* *227 tickets/month for year 4;* *213 tickets/month for years 5 thru 10;* *The support team will have dedicated resources to support the Level 2 and Level 3 services. The volume of tickets and the number of resources needed to support will reduce year over year due to assumed efficiencies and productivity during delivery.*
To arrive at the estimates for managed services support, the ticket volumes assumed for a Small State are - 252 tickets/month for year 1; *238 tickets/month for year 2;* *224 tickets/month for year 3;* *209 tickets/month for year 4;* *195 tickets/month for years 5 thru 10;* *The support team will have dedicated resources to support the Level 2 and Level 3 services. The volume of tickets and the number of resources needed to support will reduce year over year due to assumed efficiencies and productivity gains.*
Service Levels considered are L2/L3 only. Service include Incident, problem, work request management and application monitoring and vendor release management.
Project Language is English. All incidents, communications and documentations would be provided in English.
Post implementation Catalog Support Services would be covered in Application Maintenance Services (AMS)
The Change Management and Training estimate for managed services assumes training as a service model where a core team (1 FTE + Oversight) will be stable throughout the whole project and will incorporate a flex team (amount of
The system implementation team will be responsible for creating the data sets required for creation of the simulations within the training material and the system will be made available to the managed services training development team in a timely manner.
Typical activities in scope are for Change Management and Training during the Managed Services Phase are – *•Template design of PPTs and modules components designs* *•Build activities of Training materials* *•Creation of workplan* *•Two cycles of review and feedback* *•Updates to web-based training modules without voice over*

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

RFP# 202102021 - eProcurement Solution and Services	
Cost Proposal Workbook - *SERVICES ONLY*	
Bidder's Name:	**Accenture LLP**

Hourly Rate Card Pricing

Instructions:

1. In Table A, Bidders must provide a minimum discount percentage off that will be applied the Bidder's commercially published Hourly Rate Card price list. Bidders will not be precluded from providing deeper or additional discounts at their sole discretion at the time they enter into an agreement with a Participating Entity from the Contract that results from this RFP. Awarded Contractors will have the opportunity to update and refresh their respective Rate Card price list annually.

2. In Table B, Bidders must provide their commercially published Hourly Rate Card price list that will be available through award of a contract from this RFP for services that may be provided on an as needed, if needed basis. There is no guaranteed minimum or maximum amount of the contractor's services that may be required under the contract. Hourly Rate Card pricing shall include all travel expenses.

Bidders must utilize the pre-listed Personnel Classifications where appropriate but should indicate "N/A" in Year 1 when the specific classification is not provided by the Bidder. Any other personnel classifications available should be added as well. In the associated blue cell, Bidders must provide a detailed description detailing the role and skills of the classification.

In the yellow cells, the bidder must provide the hourly rate for the Personnel Classification identified in the adjoining blue cell.

3. In Table C, the Discounted Hourly Rates for each identified Personnel Classification will be calculated based on the Discount identified in Table A and the associated rates in Table B.

4. In Table D, Bidders must document any specific assumptions associated with the listed Personnel Classifications and associated Rate Card pricing.

A. Minimum Discount Percentage

		Discount (%)
Rate Card Discount		2.00%

B. Price List Rate Card by Personnel Classification

		List Price - Hourly Rate									
Personnel Classification	**Classification Description**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
Management/Leadership											
Senior Executive	*Oversee delivery and support of technology services, aligns with project manager to ensure that all delivery programs are accounted for.*	$ 450.00	$ 463.50	$ 477.41	$ 491.73	$ 506.48	$ 521.67	$ 537.32	$ 553.44	$ 570.05	$ 587.15
Program Manager/Unit Lead	*Provide a structure to plan the projects and direct projects throughout the planning process. Oversee program and project delivery plans and reporting. Establish the program management infrastructure.*	$ 405.00	$ 417.15	$ 429.66	$ 442.55	$ 455.83	$ 469.51	$ 483.59	$ 498.10	$ 513.04	$ 528.43
Technical Architect/SME	*Responsible to lead the Technical team and guide by providing technical oversight and reviews. Lead technical and design workshops with the client team.*	$ 337.00	$ 347.11	$ 357.52	$ 368.25	$ 379.30	$ 390.68	$ 402.40	$ 414.47	$ 426.90	$ 439.71
Project Manager	*Responsible for overall direction of multiple, large, complex operations, functions, and projects. Manages the development and implementation of the program management functions.*	$ 405.00	$ 417.15	$ 429.66	$ 442.55	$ 455.83	$ 469.51	$ 483.59	$ 498.10	$ 513.04	$ 528.43
Operations Lead Manager	*Responsible for the consistent design of appropriate services, service management information systems, architectures, technology, processes, information and metrics to meet current and evolving business outcomes and requirements*	$ 268.00	$ 276.04	$ 284.32	$ 292.85	$ 301.64	$ 310.69	$ 320.01	$ 329.61	$ 339.49	$ 349.68
Functional Lead/Manager	*Plans and manages system integration projects. Guides team through and participates in plan and analysis, design, development and deployment activities using problem solving principles and past experience.*	$ 337.00	$ 347.11	$ 357.52	$ 368.25	$ 379.30	$ 390.68	$ 402.40	$ 414.47	$ 426.90	$ 439.71
Offshore - Project Manager/Delivery Lead	*Responsible for overall direction of multiple, large, complex operations, functions, and projects. Manages the development and implementation of the program management functions.*	$ 80.00	$ 84.80	$ 89.89	$ 95.28	$ 101.00	$ 107.06	$ 113.48	$ 120.29	$ 127.51	$ 135.16
Offshore - Team/Functional Lead	*Plans and manages system integration projects. Guides team through and participates in plan and analysis, design, development and deployment activities using problem solving principles and past experience.*	$ 70.00	$ 74.20	$ 78.65	$ 83.37	$ 88.37	$ 93.68	$ 99.30	$ 105.25	$ 111.57	$ 118.26
Change Management											
Change Management Lead	*Responsible for coordinating and deploying of change management initiatives, reviewing process diagrams and documentation, analyzing process gaps, and developing of future-state organization capabilities. Brings specialized industry, functional or analytic skills to complete analyses and develop client-centric solutions.*	$ 345.00	$ 355.35	$ 366.01	$ 376.99	$ 388.30	$ 399.95	$ 411.95	$ 424.31	$ 437.04	$ 450.15
Process Change Analyst	*Responsible for creating process diagrams and documentation, analyzing process gaps, and developing of future-state organization capabilities.*	$ 235.00	$ 242.05	$ 249.31	$ 256.79	$ 264.49	$ 272.43	$ 280.60	$ 289.02	$ 297.69	$ 306.62
Communications/Change Mgmt. SME	*Responsible for coordinating and deploying of change management initiatives, creating process diagrams and documentation, analyzing process gaps, and developing of future-state organization capabilities. Brings specialized industry, functional or analytic skills to complete analyses and develop client-centric solutions.*	$ 417.00	$ 429.51	$ 442.40	$ 455.67	$ 469.34	$ 483.42	$ 497.92	$ 512.86	$ 528.24	$ 544.09
Training Lead/Manager	*Lead the design, development, pilot, delivery, and evaluation of innovative learning and capability development solutions that support professionals' performance and growth. Define and execute L&D strategies in collaboration with senior leadership and cross-functional stakeholders.*	$ 337.00	$ 347.11	$ 357.52	$ 368.25	$ 379.30	$ 390.68	$ 402.40	$ 414.47	$ 426.90	$ 439.71
Training Delivery Consultant	*Own, manage, and contribute to a variety of projects. Expert in designing course content, seeing work results and impact. Responsible for collaborating with teams on training design, learning objectives and course content.*	$ 268.00	$ 276.04	$ 284.32	$ 292.85	$ 301.64	$ 310.69	$ 320.01	$ 329.61	$ 339.49	$ 349.68
Change Management Director	*Executive responsible for strategic direction and delivery capabilities. Oversees the coordination of the program and is directly responsible for leading organization-wide major change efforts, major projects, initiatives, or functional groups.*	$ 444.00	$ 457.32	$ 471.04	$ 485.17	$ 499.73	$ 514.72	$ 530.16	$ 546.06	$ 562.45	$ 579.32
Change Management Consultant	*Responsible for coordinating and deploying of change management initiatives, creating process diagrams and documentation, analyzing process gaps, and developing of future-state organization capabilities. Brings specialized industry, functional or analytic skills to complete analyses and develop client-centric solutions.*	$ 316.00	$ 325.48	$ 335.24	$ 345.30	$ 355.66	$ 366.33	$ 377.32	$ 388.64	$ 400.30	$ 412.31
Nearshore - Learning Director	*Assist with growth objectives, product knowledge, communication, and leadership skills. Responsible for developing programs to support business goals and objectives.*	$ 245.00	$ 259.70	$ 275.28	$ 291.80	$ 309.31	$ 327.87	$ 347.54	$ 368.39	$ 390.49	$ 413.92
Nearshore - Learning Manager	*Lead the design, development, pilot, delivery, and evaluation of innovative learning and capability development solutions that support professionals' performance and growth. Define and execute L&D strategies in collaboration with senior leadership and cross-functional stakeholders.*	$ 175.00	$ 185.50	$ 196.63	$ 208.43	$ 220.93	$ 234.19	$ 248.24	$ 263.14	$ 278.92	$ 295.66
Nearshore - Lead Instructional Designer	*Own, manage, and contribute to a variety of projects. Expert in designing course content, seeing work results and impact. Responsible for collaborating with teams on training design, learning objectives and course content.*	$ 130.00	$ 137.80	$ 146.07	$ 154.83	$ 164.12	$ 173.97	$ 184.41	$ 195.47	$ 207.20	$ 219.63
Nearshore - Instructional Designer	*Responsible for creating instructor guides, participant manuals, exercise guides and quick reference materials. Conceptualize and design creative learning approaches. Collaborates with subject-matter experts and development leads to ensure that program content, learning objectives, and delivery modes meet stated specifications.*	$ 115.00	$ 121.90	$ 129.21	$ 136.97	$ 145.18	$ 153.90	$ 163.13	$ 172.92	$ 183.29	$ 194.29
Nearshore - Media Designer	*Responsible for efficiently designing, developing and preparing content for digital and social media advertisements and content marketing. Will take ideas from concept to execution by working collaboratively with video producers, graphic design colleagues, information technologists, copywriters, content experts and marketers to deliver an effective user experience.*	$ 85.00	$ 90.10	$ 95.51	$ 101.24	$ 107.31	$ 113.75	$ 120.57	$ 127.81	$ 135.48	$ 143.61

C. Discounted Price List Rate Card by Personnel Classification

	Discounted Hourly Rate									
Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
$441.00	$454.23	$467.86	$481.89	$496.35	$511.24	$526.58	$542.37	$558.65	$575.40
$396.90	$408.81	$421.07	$433.70	$446.71	$460.12	$473.92	$488.14	$502.78	$517.86
$330.26	$340.17	$350.37	$360.88	$371.71	$382.86	$394.35	$406.18	$418.36	$430.91
$396.90	$408.81	$421.07	$433.70	$446.71	$460.12	$473.92	$488.14	$502.78	$517.86
$262.64	$270.52	$278.63	$286.99	$295.60	$304.47	$313.61	$323.01	$332.70	$342.69
$330.26	$340.17	$350.37	$360.88	$371.71	$382.86	$394.35	$406.18	$418.36	$430.91
$ 78.40	$ 83.10	$ 88.09	$ 93.38	$ 98.98	$104.92	$111.21	$117.88	$124.96	$132.46
$ 68.60	$ 72.72	$ 77.08	$ 81.70	$ 86.61	$ 91.80	$ 97.31	$103.15	$109.34	$115.90
$338.10	$348.24	$358.69	$369.45	$380.53	$391.95	$403.71	$415.82	$428.29	$441.14
$230.30	$237.21	$244.33	$251.66	$259.20	$266.98	$274.99	$283.24	$291.74	$300.49
$408.66	$420.92	$433.55	$446.55	$459.95	$473.75	$487.96	$502.60	$517.68	$533.21
$330.26	$340.17	$350.37	$360.88	$371.71	$382.86	$394.35	$406.18	$418.36	$430.91
$262.64	$270.52	$278.63	$286.99	$295.60	$304.47	$313.61	$323.01	$332.70	$342.69
$435.12	$448.17	$461.62	$475.47	$489.73	$504.42	$519.56	$535.14	$551.20	$567.73
$309.68	$318.97	$328.54	$338.40	$348.55	$359.00	$369.77	$380.87	$392.29	$404.06
$240.10	$254.51	$269.78	$285.96	$303.12	$321.31	$340.59	$361.02	$382.68	$405.64
$171.50	$181.79	$192.70	$204.26	$216.51	$229.51	$243.28	$257.87	$273.34	$289.75
$127.40	$135.04	$143.15	$151.74	$160.84	$170.49	$180.72	$191.56	$203.06	$215.24
$112.70	$119.46	$126.63	$134.23	$142.28	$150.82	$159.87	$169.46	$179.63	$190.40
$ 83.30	$ 88.30	$ 93.60	$ 99.21	$105.16	$111.47	$118.16	$125.25	$132.77	$140.73

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Nearshore - Content Developer	*Work closely with stakeholders to develop content for all campaigns, services promotions and virtual events. Act as point for intake of social media requirements on new campaigns, services promotions and virtual events. Launch, run and continually optimize paid campaigns across social channels.*	$ 70.00	$ 74.20	$ 78.65	$ 83.37	$ 88.37	$ 93.68	$ 99.30	$ 105.25	$ 111.57	$ 118.26		$ 68.60	$ 72.72	$ 77.08	$ 81.70	$ 86.61	$ 91.80	$ 97.31	$ 103.15	$ 109.34	$ 115.90
Specialist/Support																					
Business Analyst	*Analyzes business processes/systems, identifies inefficiencies and required controls, document procedures, track KPIs. Collaborates with internal and external customers to elicit business concerns and develop workable solutions.*	$ 268.00	$ 276.04	$ 284.32	$ 292.85	$ 301.64	$ 310.69	$ 320.01	$ 329.61	$ 339.49	$ 349.68		$ 262.64	$ 270.52	$ 278.63	$ 286.99	$ 295.60	$ 304.47	$ 313.61	$ 323.01	$ 332.70	$ 342.69
Strategic Sourcing Analyst	*Analyzes the sourcing process and system identifying sourcing process opportunities and gaps. Takes client through leading practice. Collaborates with internal and external customers to develop a workable strategic sourcing process within the procurement system*	$ 368.00	$ 379.04	$ 390.41	$ 402.12	$ 414.19	$ 426.61	$ 439.41	$ 452.59	$ 466.17	$ 480.16		$ 360.64	$ 371.46	$ 382.60	$ 394.08	$ 405.90	$ 418.08	$ 430.62	$ 443.54	$ 456.85	$ 470.55
Technical Architect	*Provides deep technical architecture expertise, in a specific technology area, based on extensive experience. Ability to provide insights into an enterprise-wide architecture strategy that can meet both current needs, but also have the flexibility to scale and adapt to future business requirements.*	$ 337.00	$ 347.11	$ 357.52	$ 368.25	$ 379.30	$ 390.68	$ 402.40	$ 414.47	$ 426.90	$ 439.71		$ 330.26	$ 340.17	$ 350.37	$ 360.88	$ 371.71	$ 382.86	$ 394.35	$ 406.18	$ 418.36	$ 430.91
Programmer/Developer	*Responsible for configuring, programming and testing the application or technical architecture component. Fixes defects and performance problems. Performs detailed design of application and technical architecture components.*	$ 221.00	$ 227.63	$ 234.46	$ 241.49	$ 248.74	$ 256.20	$ 263.89	$ 271.80	$ 279.96	$ 288.35		$ 216.58	$ 223.08	$ 229.77	$ 236.66	$ 243.76	$ 251.08	$ 258.61	$ 266.37	$ 274.36	$ 282.59
Jr Programmer/Developer	*Develops and enhances applications based on specifications. Investigates and identifies problems and user requirements. Unit tests applications.*	$ 174.00	$ 179.22	$ 184.60	$ 190.13	$ 195.84	$ 201.71	$ 207.77	$ 214.00	$ 220.42	$ 227.03		$ 170.52	$ 175.64	$ 180.90	$ 186.33	$ 191.92	$ 197.68	$ 203.61	$ 209.72	$ 216.01	$ 222.49
Security Specialist	*Configuring and supporting security tools such as firewalls, anti-virus software and patch management systems.*	$ 347.00	$ 357.41	$ 368.13	$ 379.18	$ 390.55	$ 402.27	$ 414.34	$ 426.77	$ 439.57	$ 452.76		$ 340.06	$ 350.26	$ 360.77	$ 371.59	$ 382.74	$ 394.22	$ 406.05	$ 418.23	$ 430.78	$ 443.70
Security Administrator	*Apply Cloud security skills to provide the following Security Services: design, build and protect enterprise systems, applications, data, assets and people for our clients.*	$ 416.00	$ 428.48	$ 441.33	$ 454.57	$ 468.21	$ 482.26	$ 496.73	$ 511.63	$ 526.98	$ 542.79		$ 407.68	$ 419.91	$ 432.51	$ 445.48	$ 458.85	$ 472.61	$ 486.79	$ 501.39	$ 516.44	$ 531.93
System Analyst	*Assists in monitoring, scheduling, application health assessments, incident management and proactive maintenance of one or more production applications or products. Executes adhoc queries to provide production data statistics as needed*	$ 174.00	$ 179.22	$ 184.60	$ 190.13	$ 195.84	$ 201.71	$ 207.77	$ 214.00	$ 220.42	$ 227.03		$ 170.52	$ 175.64	$ 180.90	$ 186.33	$ 191.92	$ 197.68	$ 203.61	$ 209.72	$ 216.01	$ 222.49
Performance Expert	*Design, plan, construct and conduct performance tests to support the implementation of the system. The resource will be responsible for creating a data generation tool to simulate peak load volumes.*	$ 417.00	$ 429.51	$ 442.40	$ 455.67	$ 469.34	$ 483.42	$ 497.92	$ 512.86	$ 528.24	$ 544.09		$ 408.66	$ 420.92	$ 433.55	$ 446.55	$ 459.95	$ 473.75	$ 487.96	$ 502.60	$ 517.68	$ 533.21
Quality Assurance Manager	*Lead the project's quality assurance controls. Monitor key project quality elements. Create quality strategy and apporach. Conduct periodic Quality Assurance (QA) reviews with key stakeholders.*	$ 268.00	$ 276.04	$ 284.32	$ 292.85	$ 301.64	$ 310.69	$ 320.01	$ 329.61	$ 339.49	$ 349.68		$ 262.64	$ 270.52	$ 278.63	$ 286.99	$ 295.60	$ 304.47	$ 313.61	$ 323.01	$ 332.70	$ 342.69
Technical Writer	*Work with a cross functional team to create, edit, and organize information and convert it into useful, high quality documentation and resources. Responsibilities will include conducting quality reviews, copy editing, substantive editing, and ensuring that content meets style and branding guidelines.*	$ 221.00	$ 227.63	$ 234.46	$ 241.49	$ 248.74	$ 256.20	$ 263.89	$ 271.80	$ 279.96	$ 288.35		$ 216.58	$ 223.08	$ 229.77	$ 236.66	$ 243.76	$ 251.08	$ 258.61	$ 266.37	$ 274.36	$ 282.59
Test Lead/Manager	*Works with the application and technical teams to define the "in-scope" functional tests. Recommends testing environment requirements and tools. Measures and monitors progress during each test to confirm that the Application is tested, validated, and piloted on time and within budget.*	$ 158.00	$ 162.74	$ 167.62	$ 172.65	$ 177.83	$ 183.17	$ 188.66	$ 194.32	$ 200.15	$ 206.15		$ 154.84	$ 159.49	$ 164.27	$ 169.20	$ 174.27	$ 179.50	$ 184.89	$ 190.43	$ 196.15	$ 202.03
Tester	*Creates overall test planning approach. Prepares complex test conditions, cases, and test scripts. Develops test scripts, test conditions, test data, and expected results for one or more test plans.*	$ 137.00	$ 141.11	$ 145.34	$ 149.70	$ 154.19	$ 158.82	$ 163.59	$ 168.49	$ 173.55	$ 178.75		$ 134.26	$ 138.29	$ 142.44	$ 146.71	$ 151.11	$ 155.64	$ 160.31	$ 165.12	$ 170.08	$ 175.18
Help Desk Process Expert	*A senior resources who can interprets, evaluates and resolves, if possible, telephone inquiries pertaining to the functional operation of all installed application, hardware and software products supported by IT. Provides high quality, accurate and time-sensitive service to customers in a high volume help desk call center environment. Ability to guide other analysts in the team.*	$ 158.00	$ 162.74	$ 167.62	$ 172.65	$ 177.83	$ 183.17	$ 188.66	$ 194.32	$ 200.15	$ 206.15		$ 154.84	$ 159.49	$ 164.27	$ 169.20	$ 174.27	$ 179.50	$ 184.89	$ 190.43	$ 196.15	$ 202.03
Help Desk Process Analyst	*Interprets, evaluates and resolves, if possible, telephone inquiries pertaining to the functional operation of all installed application, hardware and software products supported by IT. Provides high quality, accurate and time-sensitive service to customers in a high volume help desk call center environment.*	$ 100.00	$ 103.00	$ 106.09	$ 109.27	$ 112.55	$ 115.93	$ 119.41	$ 122.99	$ 126.68	$ 130.48		$ 98.00	$ 100.94	$ 103.97	$ 107.09	$ 110.30	$ 113.61	$ 117.02	$ 120.53	$ 124.14	$ 127.87
Sr. Tester	*Creates overall test planning approach. Prepares complex test conditions, cases, and test scripts. Develops test scripts, test conditions, test data, and expected results for one or more test plans.*	$ 158.00	$ 162.74	$ 167.62	$ 172.65	$ 177.83	$ 183.17	$ 188.66	$ 194.32	$ 200.15	$ 206.15		$ 154.84	$ 159.49	$ 164.27	$ 169.20	$ 174.27	$ 179.50	$ 184.89	$ 190.43	$ 196.15	$ 202.03
Offshore - Technical Architect	*Provides deep technical architecture expertise, in a specific technology area, based on extensive experience. Ability to provide insights into an enterprise-wide architecture strategy that can meet both current needs, but also have the flexibility to scale and adapt to future business requirements.*	$ 60.00	$ 63.60	$ 67.42	$ 71.46	$ 75.75	$ 80.29	$ 85.11	$ 90.22	$ 95.63	$ 101.37		$ 58.80	$ 62.33	$ 66.07	$ 70.03	$ 74.23	$ 78.69	$ 83.41	$ 88.41	$ 93.72	$ 99.34
Offshore - Quality Assurance Manager	*Lead the project's quality assurance controls. Monitor key project quality elements. Create quality strategy and apporach. Conduct periodic Quality Assurance (QA) reviews with key stakeholders.*	$ 52.00	$ 55.12	$ 58.43	$ 61.93	$ 65.65	$ 69.59	$ 73.76	$ 78.19	$ 82.88	$ 87.85		$ 50.96	$ 54.02	$ 57.26	$ 60.69	$ 64.34	$ 68.20	$ 72.29	$ 76.62	$ 81.22	$ 86.10
Offshore - Business Analyst	*Analyzes business processes/systems, identifies inefficiencies and required controls, document procedures, track KPIs. Collaborates with internal and external customers to elicit business concerns and develop workable solutions.*	$ 46.00	$ 48.76	$ 51.69	$ 54.79	$ 58.07	$ 61.56	$ 65.25	$ 69.17	$ 73.32	$ 77.72		$ 45.08	$ 47.78	$ 50.65	$ 53.69	$ 56.91	$ 60.33	$ 63.95	$ 67.78	$ 71.85	$ 76.16
Offshore - Help Desk Process Expert	*Interprets, evaluates and resolves, if possible, telephone inquiries pertaining to the functional operation of all installed application, hardware and software products supported by IT. Provides high quality, accurate and time-sensitive service to customers in a high volume help desk call center environment.*	$ 46.00	$ 48.76	$ 51.69	$ 54.79	$ 58.07	$ 61.56	$ 65.25	$ 69.17	$ 73.32	$ 77.72		$ 45.08	$ 47.78	$ 50.65	$ 53.69	$ 56.91	$ 60.33	$ 63.95	$ 67.78	$ 71.85	$ 76.16
Offshore - Test Lead/Manager	*Works with the application and technical teams to define the "in-scope" functional tests. Recommends testing environment requirements and tools. Measures and monitors progress during each test to confirm that the Application is tested, validated, and piloted on time and within budget.*	$ 42.00	$ 44.52	$ 47.19	$ 50.02	$ 53.02	$ 56.21	$ 59.58	$ 63.15	$ 66.94	$ 70.96		$ 41.16	$ 43.63	$ 46.25	$ 49.02	$ 51.96	$ 55.08	$ 58.39	$ 61.89	$ 65.60	$ 69.54
Offshore - Programmer/Developer	*Responsible for configuring, programming and testing the application or technical architecture component. Fixes defects and performance problems. Performs detailed design of application and technical architecture components.*	$ 38.00	$ 40.28	$ 42.70	$ 45.26	$ 47.97	$ 50.85	$ 53.90	$ 57.14	$ 60.57	$ 64.20		$ 37.24	$ 39.47	$ 41.84	$ 44.35	$ 47.01	$ 49.84	$ 52.83	$ 56.00	$ 59.35	$ 62.92
Offshore - Sr. Tester	*Creates overall test planning approach. Prepares complex test conditions, cases, and test scripts. Develops test scripts, test conditions, test data, and expected results for one or more test plans.*	$ 35.00	$ 37.10	$ 39.33	$ 41.69	$ 44.19	$ 46.84	$ 49.65	$ 52.63	$ 55.78	$ 59.13		$ 34.30	$ 36.36	$ 38.54	$ 40.85	$ 43.30	$ 45.90	$ 48.66	$ 51.57	$ 54.67	$ 57.95
Offshore - Jr Programmer/Developer	*Develops and enhances applications based on specifications. Investigates and identifies problems and user requirements. Unit tests applications.*	$ 29.00	$ 30.74	$ 32.58	$ 34.54	$ 36.61	$ 38.81	$ 41.14	$ 43.61	$ 46.22	$ 48.99		$ 28.42	$ 30.13	$ 31.93	$ 33.85	$ 35.88	$ 38.03	$ 40.31	$ 42.73	$ 45.30	$ 48.01
Offshore - System Analyst	*Assists in monitoring, scheduling, application health assessments, incident management and proactive maintenance of one or more production applications or products. Executes adhoc queries to provide production data statistics as needed*	$ 29.00	$ 30.74	$ 32.58	$ 34.54	$ 36.61	$ 38.81	$ 41.14	$ 43.61	$ 46.22	$ 48.99		$ 28.42	$ 30.13	$ 31.93	$ 33.85	$ 35.88	$ 38.03	$ 40.31	$ 42.73	$ 45.30	$ 48.01

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Offshore - Help Desk Process Analyst	*Responsible for ensuring user queries or issues are captured, validated, and triaged for further processing. Ensuring improvement of processes through analysis, reviews, and reporting, as well as through automation, competence building, knowledge sharing and other organizational changes.*	$ 29.00	$ 30.74	$ 32.58	$ 34.54	$ 36.61	$ 38.81	$ 41.14	$ 43.61	$ 46.22	$ 48.99		$ 28.42	$ 30.13	$ 31.93	$ 33.85	$ 35.88	$ 38.03	$ 40.31	$ 42.73	$ 45.30	$ 48.01
Offshore - Technical Writer	*Responsible for building and maintaining technical content. Apply a developing understanding of technical writing practices and skills, help and support sites on technical writing projects. Partner and work with senior leadership to identify products, processes, or concepts to be documented.*	$ 26.00	$ 27.56	$ 29.21	$ 30.97	$ 32.82	$ 34.79	$ 36.88	$ 39.09	$ 41.44	$ 43.93		$ 25.48	$ 27.01	$ 28.63	$ 30.35	$ 32.17	$ 34.10	$ 36.14	$ 38.31	$ 40.61	$ 43.05
Offshore - Test Analyst	*Collaborate with other project resources to resolve defects. Identify and document software defects. Assist in development of test plans, scripts, and test data.*	$ 23.00	$ 24.38	$ 25.84	$ 27.39	$ 29.04	$ 30.78	$ 32.63	$ 34.58	$ 36.66	$ 38.86		$ 22.54	$ 23.89	$ 25.33	$ 26.85	$ 28.46	$ 30.16	$ 31.97	$ 33.89	$ 35.93	$ 38.08
Other Resources (Specify)																						
Procurement - Senior Director	*Collaborates with finance and logistics staff to resolve invoice discrepancies. Contributes to consolidation, reduction, and rationalization of the local supplier base. Ensures orders adhere to supplier agreements and contracts; reports non-conformances.*	$ 439.00	$ 452.17	$ 465.74	$ 479.71	$ 494.10	$ 508.92	$ 524.19	$ 539.91	$ 556.11	$ 572.80		$430.22	$443.13	$456.42	$470.11	$484.22	$498.74	$513.71	$529.12	$544.99	$561.34
Procurement Senior Consultant	*Anticipate unfavorable events through data analysis and prepare control strategies. Approve the ordering of necessary goods and services. Collaborate with key persons to ensure the clarity of specifications and expectations. Conduct risk assessments regarding supply contracts and agreements.*	$ 384.00	$ 395.52	$ 407.39	$ 419.61	$ 432.20	$ 445.16	$ 458.52	$ 472.27	$ 486.44	$ 501.03		$376.32	$387.61	$399.24	$411.22	$423.55	$436.26	$449.35	$462.83	$476.71	$491.01
Procurement Consultant	*Assist in the resolution of invoice discrepancies. Assist in the review and approval of the ordering of necessary goods and services. Track and report key functional metrics to reduce expenses and improve effectiveness.*	$ 305.00	$ 314.15	$ 323.57	$ 333.28	$ 343.28	$ 353.58	$ 364.19	$ 375.11	$ 386.36	$ 397.96		$298.90	$307.87	$317.10	$326.62	$336.41	$346.51	$356.90	$367.61	$378.64	$390.00
Procurement Junior Consultant	*Provide reporting and analysis support for procurement team activities. Manage approved vs. non-approved vendors, products and services. Maintain current and onboard new suppliers.*	$ 237.00	$ 244.11	$ 251.43	$ 258.98	$ 266.75	$ 274.75	$ 282.99	$ 291.48	$ 300.22	$ 309.23		$232.26	$239.23	$246.40	$253.80	$261.41	$269.25	$277.33	$285.65	$294.22	$303.05
<other item for vendor input (optional)>													$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
<other item for vendor input (optional)>													$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

D. Assumptions
Rates apply to work on a Time and Materials basis
Rates apply to standard working hours in each work location, respectively.
Resources will be billable from Day 1. The rates do not include additional charges for shift work or on call support requirements
Tools and Licenses required will be provided by the Participating Entity for resources located on-premises. The Participating Entity will also provide desk space, access, connectivity and other facilities to Accenture resources located at the Par
Accenture reserves the right to choose the right skill mix of resources subject to the resources meeting role description criteria or project specifics
Accenture and the Participating Entity will jointly agree on timelines for staffing future projects
This rate card includes a proforma of a rate increase per year based on 3% onshore and 6% offshore -- Accenture is willing to determine actual yearly increases up to this amount and would adjust yearly accordingly.
The rates do not account for travel costs. Any required travel to a Participating Entity's facilities will be billed as incurred.
<insert rows for additional Assumptions>

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

RFP# 202102021 - eProcurement Solution and Services	
Cost Proposal Workbook - *SERVICES ONLY*	
Bidder's Name:	**Accenture LLP**

OPTIONAL: Innovations, Value-Added Services, Additional Services (Reference RFP Sections A.4 and G)

Instructions:

In the table below, in the blue cells, the bidder must provide the name/title along with detail list of proposed innovations, value-added services and additional services as described in Sections A.4 and G of the RFP. In the yellow cells, the bidder must provide the firm, fixed prices for the corresponding item.

Bidders must use the Assumptions table below to document any specific assumptions associated with each listed Innovation, Value-Added Service and Additional Service.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
<Specify Name/Title>											
<other item for vendor input (optional)>											$ -
<other item for vendor input (optional)>											$ -
<other item for vendor input (optional)>											$ -
<other item for vendor input (optional)>											$ -
<other item for vendor input (optional)>											$ -
<other item for vendor input (optional)>											$ -
TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Assumptions

The hourly rates for the transformation capability is specified under 'Other Resources' in Tab 3.

<insert rows for additional Assumptions>

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

EXHIBIT C

MA 18P 23062200000000000185
NEW

State of Maine

Master Agreement

Effective Date: 06/22/23 **Expiration Date:** 12/31/27

Master Agreement Description: eProcurement Solutions and Services

Buyer Information

ext.

Issuer Information
Michelle Fournier 624-8868 **ext.** Michelle.Fournier@maine.gov

Requestor Information
Michelle Fournier 624-8868 **ext.** Michelle.Fournier@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID
VC0000257351

Vendor Name
ACCENTURE LLP

Alias/DBA

Vendor Address Information
500 W MADISON ST 20TH FLOOR

CHICAGO, IL 60661
US

Vendor Contact Information

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

TIMOTHY P ROGERS
781-962-9525 **ext.**
TIMOTHY.P.ROGERS@ACCENTURE.COM

Commodity Information

Vendor Line #: 1

Vendor Name: ACCENTURE LLP

Commodity Line #: 1

Commodity Code: 20871

Commodity Description: eProcurement Solutions and Services

Commodity Specifications: Master Agreement awarded to Accenture for eProcurement Solutions and Services, category(ies) awarded can be found in Attachment B: Scope of Work, through the NASPO ValuePoint cooperative purchasing program for the benefit of eligible entities. Initial agreement term is 5 years, with the option to extend to12/31/32.

Commodity Extended Description: Master Agreement pricing can be found in Attachment C. Pricing Projections do not limit a consumer's ability to negotiate lower pricing. Listed prices are to act as a maximum amount for any State or Agency that enters into an agreement with the vendor for the aforementioned services.

Quantity	**UOM**	**Unit Price**
0.00000		0.000000
Delivery Days	**Free On Board**	
Contract Amount	**Service Start Date**	**Service End Date**
0.00	06/22/23	12/31/27
Catalog Name	**Discount**	
	0.0000 %	
	Discount Start Date	**Discount End Date**

Please see authorized signatures displayed on the next page

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris
2A644AF5681F482...

9/24/2024

Signature Date

David Morris, Acting Chief Procurement Officer

ACCENTURE LLP

Signed by:
Mark A. Thomas
E6D758AA644749B...

9/23/2024

Signature Date

Mark A. Thomas, Managing Director

State of Maine - Office Of Information Technology

DocuSigned by:
Nicholas Marquis
A29C99359A37464...

9/24/2024

Nicholas Marquis, Chief Information Officer

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Master Agreement Number 18P 23062200000000000185
for
ePROCUREMENT SOLUTIONS AND SERVICES
between
the State of Maine
and
Accenture LLP

This Master Agreement is entered into by the State of Maine ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number RFP 202102021 (the "RFP") for the purpose of providing eProcurement Solutions and Services, limited to the category(ies) awarded to Contractor identified in Attachment B: Scope of Work, through the NASPO ValuePoint cooperative purchasing program:

Accenture LLP ("Contractor")
161 North Clark
Chicago, IL 60601

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Mark A.Thomas
Managing Director
Mark.A.Thomas@accenture.com
678-657-6199

Lead State's contact for this Master Agreement is:

Joseph Zrioka
Director, IT Procurement
Joseph.a.zrioka@maine.gov
207-458-6050

TERM. This Master Agreement is effective as of the date of the last signature below or 6-22-23 whichever is later, and will terminate on 12-31-27 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to ten (10) years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following documents, in descending order of precedence:

- **I.** Attachments
  - **A.** Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions
  - **B.** Attachment B: Scope of Work
  - **C.** Attachment C: Master Agreement Pricing
- **II.** Incorporated by referenced but not attached
  - **D.** The RFP, including the Requirements Traceability Matrix and excluding Form BP-54IT, which is applicable only to the State of Maine and was provided in the RFP for informational purposes only
  - **E.** Contractor's response to the RFP, as revised (if permitted) and accepted by the Lead State

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

Signature Signed by: Mark A. Thomas E6D758AA644749B...

Printed Name Mark A. Thomas

Title Managing Partner

9/23/2024

Date

LEAD STATE:

Signature DocuSigned by: David Morris 2A644AF5681F482...

Printed Name David Morris

Title Acting Chief Procurement Officer

9/24/2024

Date

LEAD STATE CIO APPROVAL:

DocuSigned by: Nicholas Marquis A29C99359A37464...

Signature

Nicholas Marquis

Printed Name

Chief Information Officer

Title

9/24/2024

Date

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Attachment A:
NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

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

1.2 **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.

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

1.4 **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.

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

1.6 **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.

1.7 **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.

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

1.9 **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.).

1.10 **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.

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

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

1.13 **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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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

2.1 **Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for ten (10) 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.

2.2 **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.

2.3 **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

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

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 This NASPO ValuePoint Master Agreement, including all attachments thereto

3.1.3 An Order issued against this Master Agreement.

3.2 **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. Notwithstanding the foregoing, if a term in an Order expressly states that it intends to modify the application of a Master Agreement term or Participating Addendum term to the Order, that term shall govern for the purposes of that Order only, except that the terms of an Order shall be no less favorable to the Purchasing Entity than the terms in the applicable Participating Addendum.

3.3 **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

4.1 **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.

4.2 **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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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.

4.3 **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.

4.4 **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.

4.5 **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.

4.6 **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.

4.7 **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.

4.8 **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.

4.9 **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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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.

4.10 **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

5.1 **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.

5.2 Administrative Fees

5.2.1 **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.

5.2.2 **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.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 **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.

5.3.2 **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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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.

5.3.3 **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.

5.3.4 **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.

5.3.5 **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.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 **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.

5.4.2 **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.

5.4.3 **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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 **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.

5.4.5 **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 5.4.5 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.

5.5 **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.

5.6 **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.

5.7 **Reserved.**

VI. Pricing, Payment & Leasing

6.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least sixty (60) days prior to the effective date.

6.1.3 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.

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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

6.2 **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.

6.3 **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

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

7.2 **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. Contractor is not bound to respond to or accept or perform any issued requests for proposals or requests for quotations for projects. The parties acknowledge and agree that if Contractor and a Purchasing Entity are unable in good faith to negotiate terms and conditions and scope of a project SOW under this Master Agreement, Contractor may elect to ‘opt out’ and not participate in that specific procurement for that that specific request for proposal or request for quote.

7.3 **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.

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

7.5 **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.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

7.5.3 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.

7.5.4 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.

7.5.5 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.

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

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **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.

7.8 **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. Reserved

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Services offered and furnished must be performed in a manner that complies fully with all Federal, State, and local laws and regulations applicable to Contractor's business operations.

9.2 **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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

9.3 **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.

9.3.1 Unless otherwise agreed by Contractor and Purchasing Entity, Purchasing Entity shall have fifteen (15) business days from receipt of a Product to accept or reject a Product, after which time the parties agree Purchasing Entity has accepted the Product. Products that do not materially meet specifications may be rejected.

9.4 **Failure to Conform.** If any services do not materially 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 action to cause that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

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

9.5.1 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.

9.5.2 If the Product does not materially 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.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not materially met the standard of performance or specifications, the Purchasing Entity may at its option: (a) declare Contractor to be in breach, terminate the Order, and receive a refund of any fees paid for the applicable Product; or (b) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

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

X. Warranty

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

10.2 **Warranty.** Unless a shorter period is agreed to by the Participating Entity or Purchasing Entity, the Contractor warrants to the Participating/Purchasing Entity that for a period of a minimum of six months from the date of Acceptance that the Product materially conforms according to all agreed standards of performance of the specifications in the applicable SOW and (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, and (c) the Product is free of material defects.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

10.3 **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.

10.4 **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.

10.5 **Disclaimer of Implied Warranties:** All other warranties, terms, conditions and representations, express or implied (including the warranty of ***fitness for particular purpose*** and ***merchantability***), are excluded.

10.6 **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 **Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

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

11.3 **License of Pre-Existing Intellectual Property.** Contractor (or its licensors as applicable) shall retain ownership of its Contractor IP, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights which were existing prior to each respective PO/ Scope of Work to this Agreement, or IP developed, licensed or acquired by or on behalf of Contractor or its licensors independently from the Services or the Deliverables of a PO/SOW to this Agreement, in each case including any modifications or derivatives which may be created as part of the Services (Pre-Existing Intellectual Property). Contractor grants to the Purchasing Entity, subject to any restrictions applicable to any third-party materials embodied in the deliverables or Product, of which Contractor shall notify Purchasing Entity in writing, a nonexclusive, perpetual, royalty-free, irrevocable, license to use, copy, modify, and prepare derivative works of the same for purposes of Purchasing Agency's internal business use only. Pre-Existing Intellectual Property embedded in Product may not be used separately. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property

XII. Indemnification and Liability

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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

12.2 **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 third-party 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").

12.2.1 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:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 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

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

12.2.2 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.

12.2.3 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 reasonably 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.

Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

12.3 **Limitation of Liability**.

12.3.1 Each party's total liability to the other party for any direct damages arising out of or relating to the Services provided under this Master Agreement shall be limited to direct damages equating to the greater of (i) two times the total amount of fees paid to Contractor by the other party under the applicable Order (or if the term of the Order is 12 months or longer, the fees paid in the twelve (12) months immediately preceding the default, act, or omission giving rise to the claim), and (ii) $2 million. Neither party shall be liable to the other party for indirect, incidental, special, or consequential damages.

12.3.2 Unless otherwise specified in the Participating Addendum, for damages arising out of or relating to the Services provided under a Participating Addendum, the limitations set forth in 12.3.1 shall apply as between the Participating Entity and Contractor. Unless otherwise

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

specified in an Order, for damages arising out of or relating to the Services provided under an Order, the limitations set forth in 12.3.1 shall apply as between the Purchasing Entity and Contractor.

12.3.3 This Section 12.3 shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations. Nothing herein shall prohibit a Participating Entity or Purchasing Entity from imposing liquidated damages, subject to the limitations set forth in Section 12.3.1 and Section 12.3.2, if agreed to by the parties to a Participating Addendum or Order.

XIII. Insurance

13.1 **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.

13.2 **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.

13.3 **Coverage.** Coverage on the Commercial General Liability policy must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 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;

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

13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within thirty (30) days after Contractor is first aware of expiration, cancellation or material change in required policies.

13.5 **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written blanket endorsement to the Contractor's commercial general liability insurance policy or other documentary evidence acceptable to the Lead State that provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in this Section XIII, except the endorsement in 13.5 above is provided to the applicable Participating State or Participating Entity.

13.7 **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 certificates 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 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 required herein for the purpose of determining whether Contractor is in compliance with its obligations under this Agreement. Upon providing reasonable advance notice, Contractor shall permit the Lead State, a Participating Entity, and the 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 and examine 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. Such audit, inspection, or examination shall be performed at the auditing party's expense, except that costs associated with an audit prompted by Contractor's breach of this Master Agreement, or resulting in a finding of Contractor's noncompliance with this Master Agreement, shall be paid or reimbursed by Contractor. 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, ("Additional Audit Period") to assure compliance with the terms hereof or to evaluate performance hereunder. Purchasing Entity and Participating Entity agrees it is entitled to conduct the audit no more than one time during the initial term and each renewal term of the Agreement and no more than one time during the Additional Audit Period. Purchasing Entity and Participating Entity agrees that the audit is conducted during normal business hours and in a manner that will result in minimal disruption to Contractor's business, procure that the auditor is not a competitor of Contractor and executes a confidentiality agreement with Contractor prior to the audit. Department will not be entitled to i) any cost information unless such is the basis of a billable expense; (ii) any access or testing of shared service infrastructure or environments or (iii) any other Confidential Information of Contractor that is not directly relevant for the authorized purposes of the audit. Notwithstanding any of the foregoing, and for purposes of this Audit provision, both parties to this Agreement acknowledge that Contractor is not a US Federal Government Contractor, does not maintain a Federal Contracting Schedule, and does not comply operate in accord with Federal Cost Accounting Standards concerning recordkeeping or recordation of time and activities.

14.1.2 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.

14.1.2.1 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.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

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

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by either Party 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 such Party ("Confidential Information").

14.2.1.2 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.

14.2.1.3 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.

14.2.2 Non-Disclosure. Each Party shall hold Confidential Information in confidence, using reasonable care , 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 its obligations under this Master Agreement.

14.2.2.1 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.

14.2.2.2 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.

14.2.2.3 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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 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.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 may 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.

14.2.4 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.

14.2.5 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.

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

14.3 Assignment/Subcontracts

14.3.1 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.

14.3.2 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.

14.4 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.

14.5 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

14.6 **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party for convenience 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. Upon cancellation for convenience of an Order, Purchasing Entity will pay Provider for all Services and Deliverables rendered under then existing Orders, including a pro-rated portion for deliverables in progress and expenses incurred prior to the date of termination and any reasonable demobilization costs.

14.7 **Excuse and Force Majeure.** Neither Party to this Master Agreement shall be held responsible for delay or default caused by one or more of the following events, if such occurrence or continuation of an occurrence is beyond the party's reasonable control and substantially inhibits the party's ability to deliver Product or other deliverables in accordance with this Master Agreement: fire, riot, unusually severe weather, other acts of God, acts of war or terrorism, and restrictions on the movement of people or goods imposed in a public health order or by a declared state of emergency. The Lead State may terminate this Master Agreement pursuant to Section 14.6 above upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 **Defaults and Remedies**

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

14.8.1.1 Material nonperformance of contractual requirements;

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

14.8.1.3 Any certification, representation or warranty made by Contractor in response to the solicitation or in this Master Agreement that Contractor knew or should have known to be (i) untrue or materially misleading, and (ii) a material consideration upon which Contractor's award or execution or continuation of this Master Agreement is based;

14.8.1.4 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

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

14.8.2 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

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Contractor's liability for damages, including liquidated damages to the extent provided for under a Participating Addendum or Order.

14.8.3 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:

14.8.3.1 Any remedy provided by law;

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

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

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

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 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.

14.9 **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.

14.10 **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.

14.11 **No Waiver of Sovereign Immunity**

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 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.

14.12 Governing Law and Venue

14.12.1 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.

14.12.2 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.

14.12.3 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.

14.13 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.

14.14 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.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Attachment B:
SCOPE OF WORK

I. Overview

This Master Agreement is executed by the Lead State in collaboration with the NASPO ValuePoint cooperative purchasing program for the benefit of eligible entities, including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. This and other Master Agreements in the eProcurement Solutions and Services portfolio are intended to provide a diverse menu of solutions and services within multiple purchasing models.

II. Awarded Scope

Contractor has been awarded the following categories and combination(s) of software solutions(s) and/or services, to which the scope of this Master Agreement is limited:

	Software System	Service Provider
Category 1: Software & Services		
Full Solution		
Category 2: Software & Services by Workstream		
Supplier Portal		
Supplier Enablement		
Buyer Portal		
Need Identification		
Request through Pay		
Catalog Capability		
Sourcing/Bid Management		
Contract Management		
Vendor Performance		
Purchasing/Data Analytics		
Category 3: Software Only by Workstream		
Supplier Portal		
Supplier Enablement		
Buyer Portal		
Need Identification		
Request through Pay		
Catalog Capability		
Sourcing/Bid Management		
Contract Management		
Vendor Performance		
Purchasing/Data Analytics		
Category 4: Services Only (software system(s) serviced in parentheses)		

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Implementation Services		Accenture (SAP Ariba)
Managed Services		Accenture (SAP Ariba)

III. Category Descriptions

This section briefly describes the scope of each category awarded to Contractor. Contractor may or may not offer all products and services described in each category. The Products and Services offered by Contractor within each category are identified and described in Contractor's response to the RFP. All Products and Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall perform as required in the RFP and this Master Agreement and as represented in Contractor's response to the RFP. Participating Addenda may include Contractor's Products and Services in whole or in part and may specify additional Participating Entity-specific requirements.

3.1 **Category 1: Full Solution.** Implementation of a comprehensive eProcurement Solution, including all workstreams and services described in Sections IV and V and meeting the requirements detailed in the RFP and in the Requirements Traceability Matrix, including licensing and maintenance, implementation and deployment, and ongoing operations and support. This category includes both software and services.

3.2 **Category 2: Individual Workstream Implementation.** Implementation of eProcurement functionality for one or more workstreams and services described in Sections IV and V and meeting the requirements detailed in the RFP and in the applicable sections of the Requirements Traceability Matrix, including licensing and maintenance, implementation and deployment, and ongoing operations and support. This category includes both software and services.

3.3 **Category 3: eSoftware Only.** Provision of an eProcurement software solution for one or more workstreams described in Section IV and meeting the requirements detailed in the RFP and in the applicable sections of the Requirements Traceability Matrix, including licensing and maintenance. This category excludes services.

3.4 **Category 4: Services Only.** Provision of one or more services described and meeting the requirements in Section V and meeting the requirements detailed in the RFP and the applicable sections of the Requirements Traceability Matrix, including implementation and deployment and ongoing operations and support. This category excludes software.

IV. Workstream Descriptions

This section briefly describes each workstream included in the categories described in Section III. Contractor may or may not offer all products and services described in each workstream. The Products and Services offered by Contractor within each workstream are identified and described in Contractor's response to the RFP. All Products and Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall perform as required in the RFP and this Master Agreement and as represented in Contractor's response to the RFP. Participating Addenda may include Contractor's Products and Services in whole or in part and may specify additional Participating Entity-specific requirements.

4.1 Supplier Portal

4.1.1 The Supplier Portal functionality must provide a single point of entry 'front door' that includes all supplier facing functions for the electronic procurement solution with the ability to also incorporate access to other applications or services such as certifications, invoicing and online interactions with the Participating Entity or Purchasing Entity. The Supplier Portal functionality must deliver valuable content upon logging in and be personalized to the supplier and the supplier user logged into the system.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

4.2 Supplier Enablement/Management

4.2.1 The Supplier Enablement/Management component, in conjunction with the Supplier Portal, must support all procurement activities and provide suppliers the ability to establish and maintain an account defining who they are and what they sell along with other key data elements required by the Participating Entity or Purchasing Entity to procure from and pay the supplier. Suppliers will use this account to access all relevant electronic procurement and financial functionalities such as solicitations, solicitation response, order receipts, contract awards, load sales reports, and submit invoices.

4.2.2 This functionality should also provide capabilities to establish and maintain pre-qualified suppliers lists for bidding on specific categories of goods/services.

4.2.3 Integration may be required with the Participating Entity or Purchasing Entity finance system to establish and maintain supplier payee records needed for accounts payable (A/P) processing.

4.3 Buyer Portal

4.3.1 The Buyer Portal component of the system must provide functionality that acts as a personalized single point of entry (“front door”) to initiate the full life cycle of procurement activities for Participating Entity and Purchasing Entity users. The Buyer Portal must deliver valuable content unique to the user once logged in.

4.4 Need Identification

4.4.1 The Need Identification component of the system provides functionality for a user to initiate any type of procurement action with configurable business rules to support Purchasing Entities’ custom business needs. The user interface must be user-friendly, intuitive, flexible, and adaptable to support users.

4.5 Request through Pay

4.5.1 The purchase Request through Pay component of the systems provide functionality to automate the ordering process from the end-user purchase request through authorizing payment for the resulting order. Key components include:

4.5.1.1 Purchase request;
4.5.1.2 Catalog shopping to drive spend to existing contracts;
4.5.1.3 Access to external retail marketplaces products;
4.5.1.4 Intelligent workflow engine to apply entity and enterprise-wide business rules;
4.5.1.5 Online approvals;
4.5.1.6 Electronic order dispatch;
4.5.1.7 Receiving;
4.5.1.8 Electronic and paper invoicing;
4.5.1.9 Invoice matching for payment authorization;
4.5.1.10 3-way match for payment authorization; and
4.5.1.11 Integration with finance system.

4.5.2 The solution must also provide the capability to support the procurement of services from pre-established services contracts (*e.g.*, Professional Services, Contingent Labor, Healthcare Services) that may include characteristics such as deliverable-based fee services. This specialized type of purchasing would need functionality to address scope/need definition (*e.g.*, SOW), contract supplier submission of quotes with attachments (*e.g.*, resumes, specifications), quote evaluation/selection, order generation

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

and receiving concepts such as recording of timesheets, deliverables acceptance, milestone completions, and expenses.

4.6 Catalog Capability

4.6.1 The Catalog components of the system provide the functionality to maintain contract/non-contract catalogs in the shopping component of the system as described in Section 4.5 (Request through Pay). Catalog content can be hosted within the system or made available by 'punching out' to the supplier's shopping website. Contract catalogs must be capable of being automatically generated as part of the award process through integration with the Sourcing and the Contract Management component of the system. Maintenance of contract catalog content throughout the life of the contract/agreement must be available through integration with the Contract Management component of the system.

4.6.2 Other key components include utilities for suppliers to setup, manage and maintain their catalogs. User access to these utilities should be controlled through definition and assignment of roles. Workflow functionality should also be available to automate authorized Participating Entity and Purchasing Entity user review and approval of catalog content before it is made available.

4.6.3 The solution must provide an open marketplace environment that provides access to the aforementioned catalog components and to other non-contract, external internet retail or commercial markets of goods/services, as authorized by the Participating Entity or Purchasing Entity. This environment provides the buyer with a supported "catalog of catalogs" shopping experience with a single view of all sources as described in Section 4.5 (Request through Pay). The objective of this experience is to give the user options to make the best possible purchasing decision that optimizes price, quality, terms/conditions, and policies. A key aspect of the open marketplace environment is that it will allow the Participating Entity or Purchasing Entity to effectively manage spend.

4.6.4 Support and maintenance of the open marketplace that supports the Participating Entity or Purchasing Entity in the overall management of the open marketplace environment inclusive of: integrations with online suppliers; regular (or real time) synchronization of products, prices for items in the catalog; available products and services; establishment of contracted suppliers within the marketplace as well as the overall management, maintenance and operations of the technical elements that comprise this "catalog of catalogs" environment as to comply with Participating Entity or Purchasing Entity operating, service level, and performance requirements.

4.6.5 Contractor must provide continuous support of both suppliers with contracts and non-contract suppliers offering goods and services in the open marketplace environment. Contractor should also provide ongoing support functions to continuously and proactively expand the open marketplace environment ecosystem with additional non-contract and retail/commercial market products and services.

4.7 Sourcing/Bid Management

4.7.1 The Sourcing components of the system provide functionality to automate the entire solicitation process for both the buyer and the supplier. All types of solicitations can be created leveraging standard templates and libraries. Formal or informal, sealed or un-sealed, complex or simple. Other key functionalities include initiating solicitations from a requisition, public posting, supplier notification, evaluation of bids/proposals, making the

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

award and the Integration with other solution components to automate the creation of catalogs and contracts.

4.8 Contract Management

4.8.1 The Contract Management components of the Solution encompass all aspects of contract development, tracking, electronic signature, and administration. Contract document authoring is automated through templates and libraries to provide consistency across the Participating Entity or Purchasing Entity. Workflow functionality provides oversight by automating the review and approval processes.

4.8.2 Key contract administration functions address management of subcontractors, identification of authorized resellers (dealers, distributors, etc.), tracking and managing supplier sales reports, contractor performance and compliance, and amendments and renewals.

4.9 Vendor Performance

4.9.1 Vendor Performance management is a business practice that is used to measure, analyze, and manage the performance of a supplier in an effort to cut costs, alleviate risks, and drive continuous improvement. The ultimate intent is to identify potential issues/risks and their root causes so that they can be resolved/managed to all parties benefit as early as possible. The electronic procurement Vendor Performance functionality must capture vendor performance information and data including, but not limited to, delivery dates, receipt dates, pricing accuracy, cure letters, contract milestone completion, and customer surveys. The data must be collected in a manner that allows for reporting and analysis. The solution will provide the Participating Entity or Purchasing Entity with a means to assess, track, manage and report supplier performance across all procurement activities and include capabilities to capture and address performance complaints/issues.

4.10 Purchasing/Data Analytics

4.10.1 Purchasing/Data Analytic components of the system provide robust data analytics and reporting to allow the Participating Entity or Purchasing Entity to strategically assess procurement transactions and records for more effective sourcing and contracting, to include spend. These functionalities also provide the means to assess across operation dimensions such as supplier classification, organizational elements and buying trends. Reporting is presented in the form of interactive charts and dashboards with the ability to “drill down” to the transactional data for comprehensive analysis. Transparency is also a key feature to this component as reports, charts and dashboards can be designed for public access.

V. Service Descriptions

This section briefly describes each service included in the categories described in Section III. Contractor may or may not offer all services described below. The Services offered by Contractor are identified and described in Contractor’s response to the RFP. All Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall be performed as required in the RFP and this Master Agreement and as represented in Contractor’s response to the RFP. Participating Addenda may include Contractor’s Services in whole or in part and may specify additional Participating Entity-specific requirements.

5.1 Implementation Services

5.1.1 Implementation services may include one or more of the following:

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

5.1.1.1 Project management;
5.1.1.2 Project implementation;
5.1.1.3 Catalog support services;
5.1.1.4 Data conversion services;
5.1.1.5 Interface/integration development services;
5.1.1.6 Organizational change management (OCM) services;
5.1.1.7 Training services;
5.1.1.8 Help desk services; and
5.1.1.9 On-site system stabilization support

5.2 Managed Services

5.2.1 Managed services may include one or more of the following:

5.2.1.1 Solution support;
5.2.1.2 Organizational change management (OCM) services;
5.2.1.3 Training services;
5.2.1.4 Catalog support services;
5.2.1.5 Help desk services; and
5.2.1.6 Transition out assistance services

5.3 Other Services

5.3.1 Contractor may also offer other related services as identified and described in Contractor's response to the RFP.

Docusign Envelope ID: 476D05BD-F9B9-8DFC-803C-EA6879477528

Attachment C:
MASTER AGREEMENT PRICING

I. Overview

The below pricing projections do not limit a consumer's ability to negotiate a lower price. These prices are to act as a maximum amount for any State or Agency that enters into an agreement with the vendor for the aforementioned services. The below costs represent the implementation costs.

Cost Workbook Section	Accenture, LLP		
Solution Implementation– Large State Pricing	$5,637,196.93	Managed Services – Large State Pricing (10 Years)	$7,222,614.26
Solution Implementation – Medium State Pricing	$5,114,192.70	Managed Services – Medium State Pricing (10 Years)	$7,086,777.26
Solution Implementation– Small State Pricing	$4,606,510.82	Managed Services – Small State Pricing (10 Years)	$6,837,460.77

II. Pricing Breakdown

The breakdown of Accenture, LLP's cost projections can be found at Accenture. The breakdown includes overall cost proposals, solution implementation costs, annual licensing costs including maintenance, and managed services support costs.

III. Cost Scoring

The scoring breakdown for Deloitte Consulting, LLP, including the proposed discounts can be found at the Accenture's Scorebook.

IV. Price Changes

Vendor agrees that the prices and discounts listed in Attachment C: Master Agreement Pricing will act as the prices for services provided. Changes in prices will be outside the scope of this agreement unless they are posted on the NASPO Valuepoint Accenture, LLP's Master Agreement web page.