Participating Addendum

This Participating Addendum is made by and between the State of Connecticut ("Lead State"), acting by its Department of Administrative Services ("Participating Entity") under the authority of Sections 4a-2, 4d-2 and 4a-53 of the Connecticut General Statutes and uWork, Inc. dba Covendis. ("Contractor").

1. Scope

This Participating Addendum allows for the purchase of Information Technology ("IT") Managed Service Providers, led by the Lead State along with a multi-state sourcing team for use by State of Connecticut agencies and political subdivisions and institutions in accordance with Conn. Gen. Stat. §4a-53.

The Participating Entity will identify this Participating Addendum as the State of Connecticut ("State"), Department of Administrative Services ("DAS"), Procurement Division Contract # 22PSX0086PA. As used in this Participating Addendum, the capitalized word "Contract" is deemed to refer to this Participating Addendum and its exhibits.

2. Participation

Any State agency, political subdivision and institution ("Purchasing Entity") may, in accordance with Conn. Gen. Stat. §4a-53, make purchases under the National Association of State Procurement Officials ValuePoint ("NASPO ValuePoint") Master Agreement Number 22PSX0086AD, as executed by the Lead State and uWork, Inc. dba Covendis ("Contractor") ("Master Agreement"). Each Participating Entity will be deemed to be an individual customer(s). Except to the extent modified by this Participating Addendum, each Purchasing Entity will be responsible to follow the terms of the Master Agreement and will have the same rights and responsibilities for purchases as the Lead State has in the Master Agreement. The Master Agreement is attached as Exhibit 1 to this Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities.

This Participating Addendum is effective upon the date that the Connecticut Attorney General's Office approves it.

3. Reserved

4. Primary Contacts

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

Lead State and Participating Entity:

Name:	State of Connecticut, Department of Administrative Services, Procurement Division
Address:	450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person:	Alison Monroe
Telephone:	(860)713-5627
E-mail:	Alison.Monroe@ct.gov

Contractor:

Name:	uWork, Inc. dba Covendis
Address:	200 Walker St. Suite B, Atlanta, GA 30313
Contact Person:	Raymond Tsao
Telephone:	(770) 903-9990
E-mail:	RTsao@covendis.com

5. Orders

Any order placed by a Purchasing Entity shall be deemed to be a sale under and governed by the prices and other terms of Exhibit 1, Master Agreement.

All Purchase Orders shall contain the references “Master Agreement No. 22PSX0086AD” and “DAS Contract No. 22PSX0086PA.”

6. Participating Entity Modifications or Additions to Exhibit 1, Master Agreement

6.1 Definitions

a. Client Agency

Any Purchasing Entity, department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State, non-profit organization organized in the State and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms of this Contract.

6.2 Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

6.3 Campaign Contribution Restriction

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

6.4 Nondiscrimination

a. For purposes of this Section, the following terms are defined as follows:

1. "Commission" means the Commission on Human Rights and Opportunities;

2. "Contract" and “contract” include any extension or modification of the Contract or contract;

3. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;

4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-

related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

5. “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such

provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

6.5 State Comptroller's Specifications

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

6.6 Health Insurance Portability and Accountability Act of 1996

a. If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of this Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

c. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.

d. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103.

e. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

f. Definitions

1. “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.

2. “Business Associate” shall mean the Contractor.

3. “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.

4. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

5. “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5).

6. “Individual” shall have the same meaning as the term “individual”’ in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

7. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

8. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

9. “Required by Law”’ shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

10. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

11. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.

12. “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.

13. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.

14. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

15. “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

g. Obligations and Activities of Business Associates.

1. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

2. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.

3. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

5. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

6. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

7. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

8. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

11. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

12. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

13. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

14. In the event that an individual requests that the Business Associate

    A. restrict disclosures of PHI;

    B. provide an accounting of disclosures of the individual's PHI;

    C. provide a copy of the individual's PHI in an electronic health record; or

    D. amend PHI in the individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.

15. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

    A. The written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and

    B. The valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

16. Obligations in the Event of a Breach.

    A. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

    B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

    C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

        1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

        2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

        3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

D. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

E. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

F. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Website and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

G. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

h. Permitted Uses and Disclosure by Business Associate.

1. General Use and Disclosure Provisions

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

2. Specific Use and Disclosure Provisions

A. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

B. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI

to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

i. Obligations of Covered Entity.

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

k. Term and Termination.

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

2. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

B. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible.

C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination.

A. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

B. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

l. Miscellaneous Sections.

1. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

2. Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.

3. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

4. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

5. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

6. Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

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

6.7 Iran Energy Investment Certification

a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said

date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of this Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of this Contract.

6.8 Consumer Data Privacy and Online Monitoring

Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

6.9 Additional Requirements

Additional requirements for Purchasing Entities authorized to issue Purchase Orders under this Participating Addendum are attached as Exhibit 2, Additional Requirements.

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

UWORK, INC. DBA COVENDIS (CONTRACTOR)

BY: _____

Signature on file.

Name:

Title:
Duly Authorized

Date: *03/11/2024*

STATE OF CONNECTICUT
Department of Administrative Services

BY: _____

Signature on file.

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

Date: *03/11/2024*

APPROVED AS TO FORM:

STATE OF CONNECTICUT
Office of the Attorney General

BY: _____

Signature on file.

Name: Jeffrey Zeman

Title: Assistant Attorney General

Date: *03/12/2024*

Master Agreement Number: 22PSX0086AD

IT Managed Service Providers

State of Connecticut

AND

uWork, Inc. dba Covendis

This contract (together with each Participating Addendum and each Purchase Order referred to as the "Master Agreement") is made by and between uWork, Inc. dba Covendis (the "Contractor" or Managed Service Provider "MSP") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a-2 , 4a-51 and 4d-2 of the Connecticut General Statutes, and acting in connection with the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, LLC.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Master Agreement, except to the extent modified in Exhibit A, in which case Exhibit A controls.

a. Administrator

A designated Purchasing Entity representative who is responsible for managing the Purchasing Entity's user access to the vendor management system. The Administrator shall be responsible for implementing a role-based security policy process for access.

b. Business Day

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

c. Claims

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

d. Confidential Information

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

e. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of

any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Purchasing Entity, the Contractor, or State.

f. Contractor IP

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

g. Contractor Parties

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

h. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Purchasing Entity to correct or resolve a Breach identified by the Purchasing Entity in accordance with the Breach section of this Master Agreement.

i. Deliverable

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

j. Deliverables Document

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the State and Participating Entities under this Master Agreement or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

k. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

l. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property

without material harm to the things.

m. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A.

n. Lead State

The State of Connecticut, acting by the DAS.

o. NASPO ValuePoint:

A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company through which NASPO will administer 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, the District of Columbia, and territories of the United States.

p. Participating Addendum ("PA")

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, such as ordering procedures specific to the Participating Entity and entity-specific terms and conditions.

q. Participating Entity

A state, or other legal entity, that enters into a Participating Addendum.

r. Participating State

A state, the District of Columbia, or one of the territories of the United States that is listed in the Solicitation as intending to participate in the Solicitation. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Solicitation is not required to become a Participating Entity.

s. Perform

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

t. Price Schedule

Exhibit B to this Master Agreement which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Master Agreement and establishes the components, unit pricing and price schedules for each Deliverable.

u. Purchase Order

A written or electronic document that the Purchasing Entity issues for one or more Deliverables in accordance with the terms of this Master Agreement.

v. Purchasing Entity

A Participating Entity, or a city, county district, or other political subdivision of a Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

w. Purchasing Entity Data

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

x. Records

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

y. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

z. Services

The labor or work, necessary or appropriate for the Contractor to Perform, as more particularly described in Exhibit A.

aa. Service Level Agreement ("SLA")

Exhibit C which sets forth and describes the service level and maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Master Agreement, in a Participating Addendum, or in a Statement of Work as applicable.

bb. Site

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

cc. Solicitation

A Lead State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Master Agreement shall be governed by the statutes, regulations and procedures of the Lead State. The Solicitation is incorporated into and made a part of this Master Agreement as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Master Agreement in its entirety, but, rather, it is incorporated into this Master Agreement only to the extent specifically

stated in Exhibit A, Deliverables Document.

dd. Solicitation Response

A submittal in response to a Solicitation.

ee. Specifications

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

ff. Statement of Work ("SOW")

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

gg. Term

The original term of this Master Agreement plus any extensions exercised under this Master Agreement.

hh. Termination

An end to this Master Agreement prior to the end of its Term.

ii. Title

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

jj. User

A Purchasing Entity representative that may access the vendor management system. User access will be subject to role-based security implemented by the Purchasing Entity's Administrator.

2. Term of Master Agreement; Master Agreement Extension

This Master Agreement will be in effect from November 1, 2023 (the "Effective Date") and continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.

3. Deliverables

Contractor shall Perform in accordance with this Master Agreement, applicable Participating Addendum, and the SOW, as applicable. The Deliverables are set forth in accordance with Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and

the applicable Participating Addendum and shall remain in effect until Purchasing Entity accepts full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Master Agreement and the applicable Participating Addendum. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.

b. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.

c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.

d. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.

e. PARTICIPATION AND PAYMENTS:

The Master Agreement is applicable to any Purchase Order issued by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent the Master Agreement is altered, modified, supplemented or amended by a Participating Addendum. Any alterations, modifications, supplements or amendments to the Master Agreement must be addressed in the Participating Addendum or, with the consent of the Participating Entity and Contractor, may be included in the Purchase Order used by the Purchasing Entity to place the Purchase Order. Such alterations, modifications, supplements or amendments apply only to the Participating Entity signing the Participating Addendum and the Participating Entities or Purchasing Entities ordering under said Participating Addendum.

Use of this Master Agreement is subject to the approval of the respective state's chief procurement official, or their designee. Subject to applicable law, issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official, or their designee.

This Master Agreement and the Participating Addendum are binding only upon the Contractor and the corresponding Participating Entity or Purchasing Entity or both. The financial obligations of any Purchasing Entity are limited to those obligations set forth in the Purchase Orders that such particular Purchasing Entity issues. The terms of a Participating Addendum or other participating addenda do not and will not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

Entities who are not states may sign their own Participating Addendum if and to the extent that the appropriate procurement official of the state where the Participating Entity is located (or such other approval as may be required by law) gives prior approval of such participation in writing. A chief procurement official's approval to a nonstate entity to participate through execution of a Participating Addendum is not a determination that the non-state entity has the necessary or appropriate authority to enter into the Participating Addendum. Prior to executing a Participating Addendum, each Participating Entity must ensure that it has the requisite authority to execute a Participating Addendum under its applicable laws and regulations.

Payment for all Accepted Deliverables are due within forty-five (45) days after Acceptance of the

Deliverables. The Contractor shall submit an invoice to the Purchasing Entity for the Performance. The invoice shall include detailed information for Deliverables, delivered and Performed, as applicable, and Accepted. Any late payment charges shall be calculated in accordance with Purchasing Entity's applicable law.

4. Payments and Credits

a. The Purchasing Entity shall pay for Deliverables only upon acceptance pursuant to this Master Agreement, the applicable Participating Addendum, and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Purchasing Entity's request, Contractor shall submit to the Purchasing Entity such documentation as the Purchasing Entity deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Purchasing Entity approving the invoice for payment.

b. The Purchasing Entity shall pay Contractor upon acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.

c. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.

d. Contractor may supplement Exhibit B, Price Schedule to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement.

e. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with the provisions of Section 10.

5. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverable Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverable Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods F.O.B. wherever specified by the Purchasing Entity in its Purchase Order or in another communication to Contractor. The administration and Performance of this Contract are facilitated by and in accordance with certain provisions of the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers. Those provisions are set forth in Exhibit D, NASPO ValuePoint Provisions.

6. Purchase Orders

a. This Master Agreement itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Master Agreement and an applicable Participating Addendum for Performance.

b. The Purchasing Entity shall issue a Purchase Order against a Participating Addendum incorporating this Master Agreement directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Master Agreement number and Participating Addendum number (if any) and comply with all other Participating Entity and Purchasing Entity requirements, particularly the Purchasing Entity's requirements concerning

procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation.

e. The Purchasing Entity may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Purchasing Entity shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

7. Time of the Essence

Time is of the essence with respect to all provisions of this Master Agreement that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Master Agreement.

8. Waiver

a. No waiver of any Breach of this Master Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Master Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Master Agreement or at law or in equity. Any waiver by the Lead State, a Participating Entity, or a Purchasing Entity must be in writing.

b. A party's failure to insist on strict performance of any provision of this Master Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

9. Data: Access and Ownership

a. Access to Master Agreement and State Data

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

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. At no time will Contractor have Title to such Data, wherever located.

2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format

acceptable to the Purchasing Entity.

3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

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

10. Change Order Within Scope

The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Master Agreement, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Section.

11. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, Purchasing Entity employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Master Agreement.

12. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law;

6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

13. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by the Lead State, the Participating Entity, or Purchasing Entity. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Purchasing Entity with any additional reports as the Purchasing Entity may request from time to time within ten (10) days following receipt of the written request. Timely submission of these reports is a material requirement of this Master Agreement. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Lead State, Participating Entity and the Purchasing Entity shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

14. Breach

a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Master Agreement obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Master Agreement. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Purchasing Entity may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Master Agreement. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Purchasing Entity determines that the Contractor has committed a Breach, then the Purchasing Entity may require the Contractor to, and Contractor shall, prepare and submit to the

Purchasing Entity a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Purchasing Entity within ten (10) Business Days following the Purchasing Entity's request for the CAP for the Purchasing Entity's review and approval. Within ten (10) Business Days of receiving the CAP, the Purchasing Entity must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Purchasing Entity fails to accept or reject the CAP within the ten (10) Business Days, then the CAP is deemed to have been approved, without more. The Purchasing Entity's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Purchasing Entity will approve the CAP when the Contractor re-submits it to the Purchasing Entity for review and approval. If the Purchasing Entity rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Purchasing Entity accepts a CAP, (2) the Purchasing Entity waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Purchasing Entity waives the Breach, or (5) the Purchasing Entity makes a determination to Terminate this Master Agreement. After the first rejection, each of the parties will have five (5) Business Days, instead of ten (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to three (3) Business Days each instead of ten (10) or five (5) Business Days.

c. If the Purchasing Entity determines that the Contractor has Breached this Master Agreement, then the Purchasing Entity may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Purchasing Entity notifies Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Purchasing Entity determining whether there is a Breach under this Master Agreement, or whether any statement in the Representations and Warranties Section of this Master Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Purchasing Entity considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Master Agreement.

f. Notwithstanding any provisions in this Master Agreement, the Lead State may terminate this Master Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Master Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Master Agreement. In case of such revocation or Termination, the Purchasing Entity will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the Lead State's rights under this Breach Section diminishes the Lead State's rights under the Termination Section of this Master Agreement.

15. Termination

a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.

b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.

c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.

f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.

g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

16. Continued Performance

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

17. Open Market Purchases

Failure of the Contractor to Perform within the time specified the Master Agreement, or within a reasonable time as determined by the Lead State, or failure of the Contractor to replace rejected Deliverables when so requested, immediately or as directed by the Lead State's CIO, shall constitute authority for the Lead State to terminate the Master Agreement and purchase the Deliverables on the open market to replace those which have been rejected, not delivered, or not performed. The Lead State may authorize immediate purchases on the open market in the case of any rejections. On all such purchases, the Contractor shall immediately reimburse the Lead State for excess costs occasioned by such purchases. Such purchases shall be deducted from the Master Agreement quantities. However, should public necessity demand it, the State reserves the right to use or consume Deliverables which are substandard in quality, subject to an adjustment in price to be determined by the Lead State.

18. Setoff

A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other agreement or arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity.

19. Cross-Default

a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Master Agreement, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the Lead State. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in this Master Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the Lead State, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Master Agreement. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Master Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Master Agreement.

20. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

21. Representations and Warranties

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

a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee,

commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Master Agreement or any assignments made in accordance with the terms of this Master Agreement;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Master Agreement) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;

n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p. none owes unemployment compensation contributions;

q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;

t. each either owns or has the authority to use all the Deliverables;

u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

v. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

x. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity.

22. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Master Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Master Agreement, in order to give full effect to this Master Agreement and to carry out the intent of this Master Agreement.

23. Advertising

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

24. Contractor Changes

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

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

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

25. Contractor Responsibility

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

b. The Contractor shall exercise all reasonable care to avoid damage to a Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.

26. Continuity of Systems

a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Master Agreement.

b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of a Purchasing Entity's operations and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Master Agreement, any subcontract, or amendment to either, is transferred back to a Purchasing Entity or to another contractor at any time for any reason, then Contractor shall cooperate fully with the Purchasing Entity, and do and Perform all acts and things that the Purchasing Entity deems to be necessary or appropriate, to ensure continuity of the Purchasing Entity's information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Master Agreement without approval of such subcontract by the Lead State, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to the Purchasing Entity or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Master Agreement.

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

    1. Facilities and Equipment:

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

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

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

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

27. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Purchasing Entity. It is the responsibility of Contractor to understand and adhere to the Purchasing Entity's policies and procedures prior to entering the Purchasing Entity Site to Perform under this Master Agreement.

28. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

29. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

   1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

   2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

   3. A process for reviewing policies and security measures at least annually;

   4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

   5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.

d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each

Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Master Agreement concerning the obligations of the Contractor to the Purchasing Entity, Participating Entity, or DAS.

30. Confidentiality; Non-Disclosure

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

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

31. Contractor's Obligation to Notify the Lead State Concerning Public Records

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

32. General Assembly Access to Records

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

33. Profiting from Public Records

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

34. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that

the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

35. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Master Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4d33, as it may be modified from time to time.

36. Nondisclosure of Public Records

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

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

a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.

b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.

c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.

d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.

e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.

g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

38. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Lead State for any expenditure of Lead State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and Lead State single audit standards as applicable.

39. Indemnification

a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.

c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the

Acts giving rise to the Claims or both.

e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement..

f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

40. Forum and Choice of Law

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

41. Assignment

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

42. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Master Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

43. Executive Orders and Other Enactments

a. All references in this Master Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Master Agreement at any time during its term, or that may be made applicable to the Master Agreement during its Term. This Master Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Lead State, Participating Entity, or Purchasing Entity shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Master Agreement if it chooses to contest the applicability of the Enactments or the Lead State, Participating Entity, or Purchasing Entity's authority to require compliance with the Enactments.

b. This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Master Agreement as if they had been fully set forth in it.

c. This Master Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Master Agreement as if fully set forth in it.

44. Whistleblower Provision

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

45. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Lead State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Master Agreement as if the summary had been fully set forth in this Master Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Master Agreement and all key employees of such officer or signatory have

read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Master Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

46. Force Majeure

a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

47. Notice

a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Master Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

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

Attention: 22PSX0086AD/Alison Monroe

If to the Contractor:
uWork, Inc. dba Covendis

200 Walker St. Suite B
Atlanta, GA 30313

Attention: Raymond Tsao

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

Purchasing Entity: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Purchasing Entity.

48. Headings

The headings given to the Sections in this Master Agreement are inserted only for convenience and are in no way to be construed as part of this Master Agreement or as a limitation of the scope of the particular Section to which the heading refers.

49. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

50. Amendments, Supremacy, Entirety of Master Agreement

No amendment to or modification of this Master Agreement shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Master Agreement shall be subject to the terms of this Master Agreement. Any additional terms within any such Purchase Order, SOW, or other document that contradict the terms of this Master Agreement shall have no force or effect and shall in no way affect, change or modify any of the terms of this Master Agreement. This Master Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

51. Severability

If any term or provision of this Master Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Master Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Master Agreement shall be valid and enforced to the fullest extent possible by law.

52. Risk of Loss and Insurance

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

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

be acceptable to the Lead State.

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

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.

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within twenty (20) Business Days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in this section, except the endorsement is provided to the applicable Participating State or Participating Entity. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement.

a. Commercial General Liability

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

b. Automobile Liability

$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an

automobile, but one is used in the execution of this Master Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Master Agreement, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of $100,000 for each accident, $500,000 for disease, and $100,000 for each employee, per policy period, or as otherwise required by the laws of the applicable Participating Entity or Purchasing Entity.

d. Excess / Umbrella Liability

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

e. Information Security Privacy

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

f. Professional Liability

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

53. Chief Information Officer Approval of Subcontractors

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

54. References to Statutes, Public Acts, Regulations, Codes and Executive Orders

All references in this Master Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Master Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Master Agreement, this Master Agreement shall always be read and interpreted as if it contained the most current and applicable wording and

requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Master Agreement at the time of its execution.

55. Large State Contract Representation for Contractor

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

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

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

57. Consulting Agreements Representation

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

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement are:

_____

_____

_____

Description of services provided:

_____

_____

_____

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

If YES: _____ Name of Former State Agency _____ Termination Date of Employment

State of Connecticut
Master Agreement #: 22PSX0086AD
IT Managed Service Providers

The parties are executing this Master Agreement on the date below their respective signatures.

UWORK, INC. DBA COVENDIS (CONTRACTOR)

BY: _____

NASPO is in receipt of Lead State's duly executed master agreement.

Name:

Title:
Duly Authorized

Date: 10/26/2023

STATE OF CONNECTICUT
Department of Administrative Services
Solely for the purposes of acting in its capacity as the Lead State, thereby enabling states, other entities and the Lead State to contract, using this Master Agreement, by executing a Participating Addendum.

BY:

NASPO is in receipt of Lead State's duly executed master agreement.

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

Date: 10/27/2023

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT A
DESCRIPTION OF DELIVERABLES

I. Description of Services

A. Definitions

1. Annual Volume-Based Rebate

   The product of the Annual Volume-Based Rebate tier percentage in Exhibit B, Price Schedule and the Participating Entity's total annual spend.

2. Contingent Worker

   An individual doing temporary work under a SOW or Purchase Order.

3. Hourly Bill Rate

   A figure equivalent to the NTE Fully Burdened Hourly Base Rate plus the MSP Service Fee and, if applicable, the VMS Service Fee.

4. Maximum Key Performer Premium

   The product of the Maximum Key Performer Premium percentage identified in Exhibit B Price Schedule and the NTE fully burdened hourly base rate, also identified in Exhibit B Price Schedule, for a Contingent Worker meeting or exceeding the key Performance criteria requirements, as set forth in Exhibit F.

5. MSP Service Fee

   The product of the fixed percentage identified in Exhibit B Price Schedule and the NTE fully burdened hourly base rate, also identified in Exhibit B Price Schedule, as compensation to the MSP for management of the supply pool of Contingent Workers. The Contractor's expenses and associated profits shall not be made a part of the MSP service fee.

6. NTE Fully Burdened Hourly Base Rate

   The hourly rate paid to the Contingent Worker including but not limited to, all salary, overhead costs, general and administrative expenses, and profit.

7. Prompt Payment Discount

   The payment made to a Purchasing Entity as a rebate check after receipt of prompt payment in accordance with the prompt payment discount percentage in Exhibit B Price Schedule.

8. Services

   All work associated with the management, recruitment, and onboarding of the supply pool of Staffing Resource Providers, including the provision of reports, assistance, and guidance to the Lead State, Participating Entity, or Purchasing Entity.

9. SOW-Based Fixed Fee

   The fixed fee for a SOW-based project paid in accordance with Section II(C), Pricing Structure, below.

10. Staffing Resource Provider

    Contractor's subcontractor or partner, which at a minimum will be responsible for placing Contingent Workers and handling the corresponding administrative processes, including the coordination of payment to Contingent Workers.

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT A
DESCRIPTION OF DELIVERABLES

11. Vendor Management System ("VMS")

    Contractor's operational software tool used for the provision and management of Contingent Workers. The VMS is a secure internet-enabled system that automates the requisition, approval, evaluation, engagement, management, reporting, and payment of Contingent Workers and SOW Deliverables.

12. VMS Service Fee

    The product of the fixed percentage identified in Exhibit B Price Schedule and the NTE Fully Burdened Hourly Base Rate, also identified in Exhibit B Price Schedule, as compensation to the MSP for the provision and management of the VMS. The Contractor's expenses and associated profits shall not be made a part of the VMS service fee.

B. MSP Requirements

1. MSP shall provide Services for staff augmentation (hourly-based) and SOW (Deliverable-based) projects. Services shall include, without limitation:
    i. Management of a Contingent Worker network to provide staffing to support each Purchasing Entity, including related time keeping and reporting activities.
    ii. Management of Contingent Worker sourcing while ensuring all rates do not exceed the NTE Fully Burdened Hourly Base Rates in Exhibit B Price Schedule.
    iii. Ongoing administration to support MSP Services.
    iv. Offering a VMS to automate and support staffing in accordance with Section I(D), VMS Requirements.
    v. Collaboration and adherence to requirements in Section I(C), Non-VMS MSP Process if any Purchasing Entity declines to use VMS.
    vi. When applicable, partner with a Purchasing Entity to collaborate and align its MSP Services with third party VMS solution to facilitate VMS activities on behalf of the Purchasing Entity.
    vii. Reporting and on-going support activities as required in Exhibit C Service Level Agreement.
    viii. Identifying ongoing opportunities for additional savings throughout the Term.
    ix. Processing Purchasing Entity requisitions.
2. Contractor shall provide an account manager to interact with Purchasing Entity. Such account manager shall be familiar with this Master Agreement and be prepared to handle all service issues and billing inquiries as instructed by the Purchasing Entity. The account manager shall be available on Business Days between 7 a.m. and 5 p.m. Eastern Standard Time ("EST"). The account manager shall:
    i. Monitor the assignment of tasks to Contingent Workers.
    ii. Track performance and progress of the Contingent Workers to completion of the assigned projects and notify the Purchasing Entity of the degree of likelihood that a project will not be completed.
    iii. Monitor the quality of services delivered.
    iv. Address any personnel issues that arise relating to the Contingent Workers.

v. Sign-off on all completed work as evidence of a warranty that Contractor Performed fully and submit an invoice to the Purchasing Entity in accordance with the SOW.

vi. Provide all documentation required by Purchasing Entity to substantiate invoice amounts submitted.

C. VMS Requirements

1. Contractor shall provide an operational VMS that is configured to meet the needs of the Lead State and each Participating Entity and Purchasing Entity. The VMS will be operational until the expiration of the Term or the satisfactory completion of the Performance in accordance with a duly issued SOW, whichever occurs later, and must follow the National Institute of Standards and Technology ("NIST") 800-series guidelines. Contractor shall maintain Security Operation Center ("SOC") compliance in reportability, availability, confidentiality, and privacy throughout the Term.
2. Contractor shall provide Purchasing Entity with use and access of the VMS within two (2) weeks of a Participating Addendum's effective date or a Purchasing Entity's request.
3. The VMS shall provide the processes, components attributes, and functionality described below:
    i. Option for on-Site account management and training of staff as required by Purchasing Entity.
    ii. Support both the staff augmentation (hourly-based) program and SOW (Deliverable-based) projects.
    iii. Electronic SOW completion, approval, and transmission to Contractor.
    iv. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
    v. Contingent Worker staffing search, recruitment capabilities, resume submission, review, verification, and selection capabilities.
    vi. Contingent Worker ranking methodologies and capabilities.
    vii. Timekeeping, invoicing, validation, and oversight of submitted time.
    viii. Reporting capabilities for both standard and ad hoc reports, as requested by the Purchasing Entity.
    ix. On-line search and query functions.
    x. Tracking, monitoring, and management of Contingent Worker staffing and Contractor Performance.
    xi. Capture and manage spend under the Master Agreement and PA.
    xii. Other capabilities related to Contractor's available Services as the Purchasing Entity may request, within the scope of the Master Agreement.
    xiii. Configuration, scalability, and flexibility to meet Purchasing Entity needs.
    xiv. Maintain active links to contractual position titles and pricing.
4. The VMS must have the capability to receive staffing and project requirements from the Purchasing Entity and provide those requirements to the Staffing Resource Provider;

review, rate, and filter the candidates or proposals from the Staffing Resource Provider; send the highest rated candidates and proposals to the Purchasing Entity; capture timesheet information; and accurately invoice the Purchasing Entity.

D. NON-VMS MSP Process

1. Contractor shall support any Purchasing Entity that declines to use a VMS and shall collaborate with Purchasing Entity to determine the following:
    i. Transmission methods for requisitions, data, and related information.
    ii. Requirements for non-VMS MSP Services.
    iii. Purchasing Entity approved workflows of the processes below. Workflows must be created and provided to Purchasing Entity at no additional cost. All approved workflows and supporting project information shall be included in a SOW or Purchase Order.
    iv. Purchasing Entity approved workflows to include:
        a. Option for on-Site account management and training of staff as required by Purchasing Entity.
        b. Allowance and support of both the staff augmentation (hourly-based) program and SOW (Deliverable-based) projects.
        c. SOW completion, approval, and transmission to Contractor.
        d. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
        e. Contingent Worker staffing search, recruitment capabilities, resume submission, review, verification, and selection capabilities.
        f. Contingent Worker ranking methodologies and capabilities.
        g. Timekeeping, invoicing, validation of submitted time and oversight of such.
        h. Contractor provided reporting for both standard and ad hoc reports pursuant to Purchasing Entity request.
        i. Tracking, monitoring, and management of Contingent Worker staffing and Contractor Performance.
        j. Capture and manage spend under the Master Agreement and PA.
        k. Other capabilities related to Contractor's available Services as the Purchasing Entity may request.

E. Staff Augmentation (Hourly-Based)

1. Contractor shall provide Contingent Workers at hourly rates in accordance with Exhibit B Price Schedule to augment Purchasing Entity staffing needs. Contractor shall manage an ongoing, open enrollment for staff augmentation Staffing Resource Providers. The Staffing Resource Providers, through the Contractor's VMS, if applicable, shall propose Contingent Workers that meet Purchasing Entity requirements.
2. The following is the anticipated staff augmentation (hourly-based) process. Participating

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Entity or Purchasing Entity may outline a different staff augmentation (hourly-based) process or establish different requirements in a PA, SOW, or Purchase Order.

i. Purchasing Entity may request Contingent Worker(s) through requisition.

ii. Contractor shall provide at least three (3) screened, qualified Contingent Worker resumes to Purchasing Entity within three (3) Business Days of receipt of the request.

iii. Purchasing Entity may conduct skills assessments via phone interviews, face-to-face interviews, capabilities test, etc. with the Contingent Worker(s) they choose from the resumes provided by Contractor.

iv. If the Purchasing Entity determines a Contingent Worker does not meet the skill requirement of the position after a skills assessment, the Purchasing Entity may reject the Contingent Worker and request additional resumes for review and consideration.

a. If after additional resumes are provided, none meet the requirements as stated in the request and clarified in the re-order process, Purchasing Entity shall notify Contractor and the Participating Entity's contract coordinator.

v. Once the Contingent Worker is selected, Purchasing Entity shall issue a Purchase Order to Contractor.

vi. Contractor shall manage all necessary preparation and on-boarding processes, including background checks, prior to placement at no additional cost to Purchasing Entity.

vii. Contractor shall complete time reporting, invoicing, Staffing Resource Provider payment, off-boarding, customer satisfaction surveys, and Contingent Worker replacement.

viii. Purchasing Entity shall direct the Contingent Worker's duties, responsibilities, and work.

a. If a Contingent Worker begins work for Purchasing Entity and the Purchasing Entity determines within the first five (5) Business Days that the Contingent Worker does not have the skills or capabilities necessary to complete the job as requested in the original requisition, Purchasing Entity may request that the Contingent Worker be replaced immediately, and Purchasing Entity shall not pay for the work conducted by that Contingent Worker. The replacement Contingent Worker shall be provided to Purchasing Entity at no charge for the first (5) five Business Days of work.

F. SOW (Deliverable-Based)

1. Contractor shall:

i. Provide Contingent Workers in accordance with Purchasing Entity SOW. The SOW (Deliverable-based) process will provide access to milestone and fixed-price Deliverable-based work.

ii. Upon Purchasing Entity request, assist with the preparation of a SOW defining the requirements, Deliverables, and milestones of the effort.

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2. Process:

    i. The following is the anticipated SOW (Deliverable-based) process. Participating Entity or Purchasing Entity may outline a different SOW (Deliverable-based) process or establish different requirements in a PA, including a SOW (Deliverable-based) project monetary cap. Exhibit E Sample SOW is included for convenience purposes and may be used by the Purchasing Entity as needed.

        a. Purchasing Entity will submit in writing a SOW to Contractor via the VMS or otherwise electronically.

        b. For all SOWs, Contractor shall deliver either a minimum of three (3) project quotes from the Contingent Worker network, or written justification that the Contingent Worker network is unable to deliver a project quote. Written justification must state the reason for the non-submission, which may include, but is not limited to, lack of available qualified resources during the anticipated project timeframe. Contractor shall deliver all received project quotes within twenty-four (24) hours of the established SOW deadline.

            Purchasing Entity shall be the sole determinant as to whether the written justification provided for non-submission is sufficient and may request the Contractor to provide additional written justification.

        c. Purchasing Entity will receive proposed Contingent Workers for work under the SOW from the Contractor.

        d. The Purchasing Entity may interview the proposed Contingent Workers. The Purchasing Entity may negotiate with the Contractor for the assignment of the best Contingent Worker(s) for the SOW.

        e. Contractor shall receive Purchase Order(s) from the Purchasing Entity, and simultaneously, Contractor shall finalize the agreement with the selected Contingent Worker.

        f. Payments shall be based on acceptance of Deliverables and project milestones.

        g. Contractor shall track timing and Deliverables, ensuring change orders are created to reflect any change in project scope and timeline.

3. SOW Requirements:

    i. The SOW will describe the Purchasing Entity's requirements, Deliverables, and as applicable, expected outcome(s) and timeframe(s) for Performance and reports, project milestone schedule, summaries, recommendations, and diagrams required by the Purchasing Entity. The SOW will include but not be limited to, the following:

        a. Required Contingent Worker qualifications, experience, education, and technology knowledge.

        b. Purchasing Entity identified Deliverables, Services, and requirements to be Performed.

        c. Associated timeline or implementation for the Deliverables to be Performed.

        d. Purchasing Entity requirements for fingerprint-supported criminal history

background checks, and other background checks, as applicable.

e. The hours of work, the Site, the schedule, and the project administrator.

f. If the Contingent Worker will have access to Confidential Information and any process requirements associated with Confidential Information.

g. Purchasing Entity requirements for documentation and reporting requirements (e.g., reports, manuals, analysis, or other documentation as identified by the Purchasing Entity).

h. Applicable technical standards required by the Purchasing Entity.

i. Purchasing Entity's policies and procedures.

j. Evaluation, testing, and acceptance requirements.

k. Cost of the Deliverables in accordance with Exhibit B Price Schedule and a payment schedule for same.

l. Position Title and name of Contingent Workers Performing under the SOW.

m. Support and maintenance obligations, if required by the Purchasing Entity.

n. Key performer criteria worksheet or equivalent attached, when applicable.

ii. Deliverable-based work may include the following project phases:

a. Project initiation and planning.

b. Project development.

c. Project implementation.

d. Marketing and advertising.

e. Outreach.

f. Training and knowledge transfer.

g. Documentation.

h. Project closeout, to include post implementation support.

4. Project Quote:

i. Contractor shall provide project quote(s) with the following included:

a. A high-level overview of how Contingent Worker (1) meets the SOW requirements and (2) can provide the Deliverables requested in the SOW.

b. A project work plan that accomplishes the project within the Purchasing Entity's specified timeframe, detailing all tasks to be performed. This work plan shall include a complete staffing and onboarding plan, showing Contingent Worker certifications along with indications of any and all Purchasing Entity personnel effort required to complete the project.

1) The same Contingent Worker may be simultaneously engaged to

perform services under multiple project SOWs.

2) Contractor shall ensure Contingent Worker meets all requirements in accordance with Section I(G),Minimum Qualifications of Positions below and Exhibit B, Price Schedule.

c. Any assumptions on which the project quote is based cannot conflict with or seek to delete the terms and provisions of this Master Agreement. In the event of a conflict, the Master Agreement shall prevail. Contractor shall not include its own terms and conditions as a part of any project quote.

d. A firm, fixed total price that covers all costs, including, but not limited to, manpower, administrative fees, and travel, to accomplish the project. This total price must be the maximum amount of compensation that can be paid to Contractor under the SOW. The total price and associated cost item(s) must meet the following:

1) The cost item(s) submitted must correspond exactly to the cost item(s) format included in the SOW.

2) Contractor must enter costs for all requested cost item(s). Contractor must not leave a cost item blank. Contractor must enter zero if Contractor does not intend to charge Purchasing Entity for a listed cost item.

3) The total price must be less than any monetary cap established in the applicable PA or the SOW.

e. Other information as required by the SOW.

5. Project Quote Evaluation:

i. Purchasing Entity will review the submitted project quotes, comparing each project quote to the SOW requirements.

ii. Purchasing Entity may request written clarification of the project quote during the review process.

iii. Purchasing Entity may choose the Contingent Worker through the VMS or via the agreed upon non-VMS process.

iv. A project quote that is untimely or fails to contain all elements set forth in this Master Agreement may, in the sole discretion of the Purchasing Entity, be deemed non-compliant.

v. Purchasing Entity may cancel the SOW if no project quotes meeting the SOW requirements are received.

6. Purchase Order Instructions:

i. Purchasing Entity may issue a Purchase Order once Purchasing Entity identifies the most advantageous project quote, based on its review of the specifications, requirements, pricing, and timelines.

G. Minimum Qualifications of Positions

1. All Contingent Workers placed from the positions identified in Exhibit B Price Schedule shall possess at a minimum the following qualities:

i. Knowledge, skill set, education, experience, and qualifications for the position title.

ii. Proficiency in Microsoft Office Suite, to include but not be limited to, Microsoft Word, Excel, PowerPoint, and Outlook.

iii. Effective oral and written communication skills.

iv. Effective interpersonal skills.

v. Ability to work independently or in a team environment.

vi. A high degree of professionalism in the production of Deliverables and in interactions with fellow employees and Purchasing Entity's personnel.

2. Contractor's staffing resources shall include qualifications of the available individual who meet at a minimum, the Purchasing Entity's requested requirements for the position title and SOW.

3. The lowest hourly rate for the position title and commensurate level of expertise, experience, and education within the job position description must be considered first.

4. The requesting Purchasing Entity shall make the final decision for each contingent service request based on the factors deemed appropriate by the Purchasing Entity, including the SOW, resumes submitted, and cost.

5. Contractor shall ensure that Contingent Workers have the necessary qualifications to Perform the services set forth in the job posting, position title, and SOW.

6. Contractor shall ensure that all information provided by Staffing Resource Providers and Contingent Workers in connection with Contractor's consideration of a proposed Contingent Worker and providing services to Purchasing Entity, including but not limited to, previous employers, educational records, references, and background check results is true and accurate.

H. Rebates, Discounts, and Maximum Key Performer Premium

1. Annual Volume-Based Rebate.

   Contractor shall provide Participating Entity the Annual Volume-Based Rebate as a rebate check within thirty (30) Business Days preceding the annual anniversary of the Effective Date each year during the Term. The rebate check amount shall be calculated by applying the Annual Volume-Based Rebate tier percentage in Exhibit B Price Schedule, based on the Participating Entity's total annual spend. Participating Entity's total annual spend shall be tracked in Contractor's VMS and may be adjusted as required by Participating Entity.

2. Prompt Payment Discount.

   Contractor shall provide a Prompt Payment Discount to Purchasing Entity as a rebate check within ten (10) Business Days after receipt of prompt payment. The Prompt Payment Discount percentage shall be determined by the payment period in Exhibit B Price Schedule.

3. Maximum Key Performer Premium.

   Contractor shall provide a Maximum Key Performer Premium to Purchasing Entity that may be applied by written mutual agreement between the Contractor and Purchasing Entity to the NTE Fully Burdened Hourly Base Rate for a Contingent Worker meeting or

exceeding key Performance criteria requirements. Key Performance criteria must be mutually agreed upon, in writing, by Contractor and Purchasing Entity. Written mutual agreement must be included with the applicable SOW and/or Purchase Order. Exhibit F, Maximum Key Performer Worksheet is provided as a sample that may be used to demonstrate mutual agreement between the Contractor and Purchasing Entity.

I. Replacement of Contingent Worker

1. If a Contingent Worker performing work for a Purchasing Entity separates from Contractor's employment for whatever reason, Contractor shall notify the Purchasing Entity in writing within one (1) Business Day after Contractor becomes aware of said Contingent Worker's departure.
2. At the discretion and request of Purchasing Entity, Contractor shall replace any Contingent Worker, with an equally or more experienced Contingent Worker. Contractor shall submit to the Purchasing Entity, no later than two (2) Business Days after the removal of a Contingent Worker, the estimated cost, based on the Hourly Bill Rate in accordance with Exhibit B, Price Schedule and estimated duration of the proposed replacement Contingent Worker and such other information as the Purchasing Entity may request for review prior to having the Contingent Worker begin to Perform. Contractor shall arrange for orderly and timely transfer of knowledge related to the Contingent Workers assignment(s), as applicable.
3. Upon receipt of written notice of replacement or removal of the Contingent Worker, the Contractor shall immediately work with the Purchasing Entity to re-direct the Contingent Worker's duties relative to the Purchasing Entity in accordance with the requirements of the notice. Contractor shall, if requested, deliver to the Purchasing Entity all records as may have been accumulated by the Contingent Worker in performing under the Master Agreement, whether completed or in progress.
4. If Contractor's provided Contingent Worker fails to Perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any Contingent Worker prior to the end date specified in the Purchase Order and/or SOW, the Purchasing Entity shall receive a credit based upon the following:
    i. A ten (10%) percent credit will be applied to the Purchase Order and provided by the Contractor to the Purchasing Entity for a Contingent Worker that Performed work for a minimum of sixteen (16) Business Days.
    ii. No credit will be provided by the Contractor to the Purchasing Entity for a Contingent Worker that Performed work for a minimum of fifteen (15) Business Days.

J. Pre-existing contractor and Contingent Worker(s) Transition Requirements

1. To the extent that existing contractors are in place within a state, Contractor shall assist Purchasing Entity in transitioning then existing Contingent Workers to Contractor's VMS at no additional cost to Purchasing Entity.
2. Contractor shall provide Purchasing Entity the following options to retain Contingent Workers performing work under a preexisting SOW and Purchase Order at the time of the Effective Date.
    i. Onboarding existing Contingent Workers with the then existing bill rate and at no additional expense to Purchasing Entity.

ii. Provide Purchasing Entity the option to maintain the Contingent Workers under a preexisting SOW and/or purchase order.

K. Relationship of Contractor, Contingent Workers, and Purchasing Entity

1. Contractor and the Contingent Worker do not constitute employees of Purchasing Entity and shall not be eligible for any compensation, pension, health care, or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the Contingent Workers working relationship with Purchasing Entity or any similarity, intentional or otherwise, to an existing Purchasing Entity classified job description.
2. Contractor and Contingent Worker shall identify themselves as Contractor and shall include such designation as part of their email signature.
3. Purchasing Entity shall communicate to any relevant parties that Contractor or Contingent Worker is serving in a consulting capacity and is not a Purchasing Entity employee.
4. If Purchasing Entity determines it is in its best interest to hire or convert the Contingent Worker of the Contractor to a state employee or to a state designated payroll provider, Contractor shall release Contingent Worker from any non-compete agreements that may be in effect at no cost to the Purchasing Entity or Contingent Worker.

II. Additional Terms and Conditions

A. Background Check Requirements

1. Prior to submitting a resume to Purchasing Entity in response to a SOW, Contractor shall obtain a background check for all its Contingent Workers who are the subject of that SOW consisting of two (2) years of the following background checks:
    i. Employment verification: Verification includes dates of employment, reasons for leaving and an explanation for any periods of unemployment. Contractor shall ensure that the candidate worked:
        a. All positions listed on the application or resume that qualify the individual for the position sought; and
        b. All employment two (2) years immediately preceding the application.
    ii. Employment eligibility check: Verification authorization that the candidate can work within the U.S.
    iii. Reference check: Contractor shall contact and verify the references provided by the candidate.
    iv. Past employment check: Contractor shall conduct and complete interviews with the candidate's past supervisors.
2. Each Contingent Worker must pass the background check prior to placement under the Master Agreement. Additional background checks, if requested by the Purchasing Entity, may be included in a SOW. A Contingent Worker shall be deemed not qualified as a candidate for placement if any one or more background checks return contradictory, adverse, or undesirable responses, as determined by the Purchasing Entity.
3. Contractor shall pay all fees associated with obtaining and completing a background check.

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4. Contractor shall maintain a record of current background checks as well as United States ("U.S.") Citizenship and Immigration Service Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security and U.S. Citizenship and Immigration Service supporting each Contingent Workers authorization for employment in the U.S. The Lead State, Participating Entity and Purchasing Entity shall have the right to audit these documents.

5. A Purchasing Entity may require Contractor to complete additional background checks consisting of two (2) years of the background checks below, in addition to any other checks that the Purchasing Entity may require. All additional testing shall be at the Contractor's expense. Contractor shall cooperate fully as requested by Purchasing Entity in connection with such background checks or testing.

    i. Educational verification: Telephone contact or written verification ensuring that the candidate possesses all educational credentials on application and resume.

    ii. License verification: Confirmation that the candidate possesses all licenses listed on application and resume, or otherwise necessary for position, and determination of the disposition of any proceedings against a license.

    iii. Tax payment check: Verification that a candidate is current in payment of state and federal taxes.

    iv. Criminal history check: Criminal records check in jurisdictions where the candidate has lived and worked to determine any criminal history.

    v. Sex Offender Registry: Criminal Justice Institute's Sex and Violent Offender Directory database check to determine if candidate has ever been convicted of certain sex and violent crimes.

    vi. Court records check: Civil and criminal court records check in jurisdictions where the candidate has lived and worked to determine any criminal history or civil judgments.

    vii. Federal Criminal History Records Information ("CHRI") check: Nationwide criminal history database check.

    viii. Additional verification or testing as may be required related to pandemic situations such as Coronavirus disease.

    ix. Additional verification, checks or testing as may be required by the Purchasing Entity.

B. Delivery

1. Delivery shall be per the Master Agreement, the Participating Entity's PA, and the Purchasing Entity's Purchase Order and/or SOW.

2. Master Agreement number and Purchase Order number must be clearly shown on all acknowledgments, shipping labels, packing slips, and invoices. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor shall follow Purchasing Entity's policies, and procedures regarding the ordering of Services and Deliverables under the Master Agreement. All communications concerning administration of orders placed will be furnished solely to the individual(s) identified in writing by Purchasing Entity.

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C. Pricing Structure

1. Contractor will be compensated based on (i) the NTE Fully Burdened Hourly Base Rate or SOW-Based Fixed Fee, (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee. Contractor will retain the MSP Service Fee percentage and, when applicable, the VMS Service Fee percentage, while the remainder is paid by Contractor to its Contingent Worker(s).
2. Prices listed in Exhibit B, Price Schedule, shall remain firm for the duration of the Master Agreement.
3. Contractor shall pay NASPO ValuePoint a NASPO ValuePoint Administrative Fee in accordance with Exhibit D NASPO ValuePoint Provisions.
4. The NTE Fully Burdened Hourly Base Rate used by Purchasing Entity for Services will be selected based on the jurisdiction of the Purchasing Entity and where Services are being Performed.
5. Contractor shall not assess percentage markup(s) on authorized expenses (e.g., travel, education, etc.) and shall only assess percentage markup(s) on billable hours worked by Contingent Worker(s).
6. Contractor shall invoice Purchasing Entity directly for work Performed only. Contractor shall not delay payment to Staffing Resource Providers based on Purchasing Entity's payment of invoice.
7. Staff Augmentation (Hourly-Based) Pricing.

   The payment schedule for staff augmentation (hourly-based) work shall be based on the contractual NTE Fully Burdened Hourly Base Rate, Service fees and the number of hours of work Performed. Invoices may be submitted by the Contractor on a mutually agreed upon schedule (e.g. bi-weekly or monthly). No invoice will be approved without hourly rates, the number of hours worked for that period, and the name of the Contingent Worker. Additional invoice information may be required per the Purchasing Entity.
8. SOW (Deliverable-Based) Pricing.

   The payment schedule for SOW (Deliverable-based) projects shall be tied to specific dates, Deliverables, and the NTE Fully Burdened Hourly Base Rate and Service fee(s). For all SOW-based work, the amount charged to Purchasing Entities will be paid upon Acceptance of Deliverables and shall not exceed the quoted flat, fixed fee, regardless of the number of hours quoted or expended. Invoices may be submitted by Contractor on specific dates based on the completion and Acceptance of related Deliverables. No invoice will be approved unless the associated Deliverables have been Accepted, and the invoice details hourly rates for each Contingent Worker. Purchasing Entity will select one of the following SOW methodology options and will include that methodology in the SOW for a particular project.

   i. Option 1 - Firm Fixed Price. A firm fixed price method sets a flat fee for all Services to be performed and is not subject to any price adjustment(s). Each Deliverable must be identified by line item and the cost specified in the SOW.

   ii. Option 2 - Firm Fixed Price with Incentive. A firm fixed price with incentive is the same pricing method as the firm fixed price in Option 1, plus an incentive that if met, results in payment of additional monies to the Contractor. Under this pricing methodology, the firm fixed price will be set forth as described in Option 1 and the SOW will state that a specified, detailed incentive is

available. The SOW will set forth how the incentive criteria is quantified. The incentive payment may be set out as a fixed amount or a percentage of the firm fixed price. If the incentive payment is based on a percentage of the value of the SOW, the value of the SOW used must exclude Contractor's out-of-pocket costs and other costs being passed through to Purchasing Entity. If the amount for out-of-pocket costs is unknown at the time that the SOW is executed, then the SOW must describe how out-of-pocket costs are calculated.

D. Billing Requirements

1. Contractor shall submit billing to the Purchasing Entity at such frequency as mutually agreed upon.
2. Minimally, billing must include the following:
    i. Contractor federal tax identification number
    ii. Purchase Order number
    iii. Contingent Worker(s) name and position
    iv. Total hours worked
    v. NTE Fully Burdened Hourly Base Rate for applicable position title
    vi. SOW-Based Fixed Fee, when applicable
    vii. MSP Fee
    viii. VMS Fee, when applicable
3. Contractor shall bill the Purchasing Entity in increments not exceeding one fourth (1/4) of an hour for the work of the Contingent Worker.
4. Contractor shall require the Contingent Worker to work the hours and schedule approved by the Purchasing Entity. All time worked will be subject to verification by the Purchasing Entity. Contractor shall keep true and accurate records of the time worked. Purchasing Entity and Contractor shall make reasonable efforts to accommodate schedule changes with a minimum of ten (10) Business Days' prior notice.
5. Unless otherwise previously approved in writing by the Purchasing Entity, Contractor shall pay the costs and expenses of a Contingent Worker attending or otherwise participating in training events.
    i. Contingent Workers shall not attend training courses at the expense of the Purchasing Entity, unless such courses are in the best interests of the Purchasing Entity and training is included within the approved SOW. If training is included in a SOW and if the Contingent Worker leaves or is assigned elsewhere within six (6) months of the training date, then the Contractor shall credit the Purchasing Entity for all or a portion of the costs and expenses of the training of those Contingent Workers. Credit must be pro-rated based on post-training time in position title.
6. Unless otherwise previously approved in writing by the Purchasing Entity, Contractor shall be responsible for all costs and expenses associated with the transportation of Contractor's personnel and Contingent Workers and their possessions, or travel time to and from Purchasing Entity site. Contractor may be reimbursed of travel expenses

incurred only if the expenses were authorized in writing by Purchasing Entity before travel is arranged or occurs. Payments may not exceed the state's most current state managerial expense rate.

7. Contractor shall not invoice Purchasing Entity for any upward reclassification or increased wages of a Contingent Worker during the term of the SOW unless the Maximum Key Performer Premium has been applied by written mutual agreement between the Contractor and Purchasing Entity in a SOW and/or Purchase Order. Revisions to the SOW regarding position title, level of experience, or responsibilities of the Contingent Worker must be within the scope of the initial SOW and must be made in writing by the Purchasing Entity to the Contractor.
8. Overtime shall be any time worked over forty (40) hours in one (1) standard week, Monday through Friday. Overtime must be approved in writing by the Purchasing Entity prior to overtime occurring. If overtime is authorized by the Purchasing Entity, overtime will be paid as mutually agreed upon but must not exceed 1.5 times the applicable NTE Fully Burdened Hourly Base Rate.

E. Wages

Unless otherwise provided by law or regulation, Contractor shall pay Contingent Worker such applicable minimum wage rates as required by law or regulation, including paying any increases as of the effective date of such increases.

F. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

When electronic health records are a part of a transaction, Purchasing Entity shall include its HIPAA requirements in the PA or as applicable, in a SOW.

Participating Addendum Exhibit 1
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EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

1. Fees, Rebates and Discounts

Maximum Key Performer Premium
15.00%

TIERED-SCALE MAXIMUM SERVICE FEE AND REBATE PERCENTAGE TABLE

Description	Annual Participating Entity Spend									
	Unknown Annual Participating Entity Spend	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7	Tier 8	Tier 9
		Less than $15,000,000.00	$15,000,000.01 to $30,000,000.00	$30,000,000.01 to $45,000,000.00	$45,000,000.01 to $60,000,000.00	$60,000,000.01 to $75,000,000.00	$75,000,000.01 to $90,000,000.00	$90,000,000.01 to $105,000,000.00	$105,000,000.01 to $120,000,000.00	Greater than $120,000,000.01
MSP Service Fee	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.00%	1.00%	1.00%
VMS Service Fee	0.50%	0.50%	0.50%	0.50%	0.35%	0.35%	0.35%	0.25%	0.25%	0.25%
Annual Volume-Based Rebate Percentage		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

PROMPT PAYMENT DISCOUNT TABLE

Payment Period	Prompt Payment Discount
Net 10	N/A
Net 25	N/A
Net 30	N/A
Net 45	N/A

Participating Addendum Exhibit 1
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EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		AL	AK	AZ	AR	CA	CO	CT	DC	DE
1	.Net Developer	$ 94.00	$ 92.50	$ 96.25	$ 91.25	$ 100.00	$ 98.75	$ 96.00	$ 104.00	$ 95.00
2	Application Developer	$ 92.50	$ 92.50	$ 95.00	$ 91.25	$ 98.75	$ 95.00	$ 95.00	$ 99.00	$ 95.00
3	Application Support Analyst	$ 85.00	$ 86.00	$ 87.25	$ 85.00	$ 93.75	$ 87.55	$ 88.00	$ 93.50	$ 87.00
4	Application Systems Analyst / Programmer	$ 90.00	$ 95.00	$ 95.00	$ 94.66	$ 102.50	$ 95.00	$ 95.00	$ 102.50	$ 95.00
5	Architect	$ 127.50	$ 134.50	$ 132.25	$ 130.75	$ 140.00	$ 130.00	$ 135.50	$ 138.30	$ 130.00
6	Artificial Intelligence ("AI") Architect	$ 140.00	$ 142.50	$ 141.25	$ 140.00	$ 157.80	$ 140.00	$ 145.00	$ 142.90	$ 140.00
7	AI Engineer	$ 104.00	$ 105.00	$ 113.50	$ 104.00	$ 125.21	$ 114.28	$ 114.50	$ 119.54	$ 112.39
8	Big Data Architect	$ 132.00	$ 137.50	$ 136.25	$ 134.50	$ 160.00	$ 140.00	$ 145.00	$ 154.84	$ 135.50
9	Big Data Engineer	$ 101.10	$ 104.28	$ 113.50	$ 103.80	$ 129.29	$ 115.21	$ 115.00	$ 126.33	$ 114.01
10	Business Analyst	$ 80.00	$ 88.50	$ 84.03	$ 81.25	$ 92.75	$ 86.35	$ 91.09	$ 93.25	$ 86.80
11	Business Intelligence Analyst/Developer	$ 91.50	$ 99.00	$ 96.44	$ 88.85	$ 107.63	$ 95.00	$ 95.00	$ 104.43	$ 100.00
12	Business Intelligence Architect/Developer	$ 117.50	$ 120.00	$ 120.00	$ 120.00	$ 140.00	$ 120.00	$ 120.00	$ 138.03	$ 120.00
13	Cloud Architect	$ 132.50	$ 144.50	$ 141.75	$ 142.20	$ 159.30	$ 139.00	$ 139.00	$ 150.00	$ 140.00
14	Cloud Engineer	$ 103.60	$ 97.60	$ 106.63	$ 104.20	$ 109.75	$ 109.00	$ 109.00	$ 110.40	$ 110.00
15	COBOL Programmer	$ 78.75	$ 89.00	$ 85.94	$ 82.50	$ 96.75	$ 88.00	$ 90.00	$ 92.25	$ 86.80
16	CRM Architect	$ 132.50	$ 127.78	$ 126.25	$ 125.00	$ 160.63	$ 125.00	$ 125.00	$ 158.28	$ 125.00
17	Cyber Security Analyst	$ 95.00	$ 100.50	$ 100.81	$ 95.00	$ 109.63	$ 101.64	$ 101.00	$ 102.43	$ 100.00
18	Cyber/Information Security Engineer	$ 110.00	$ 110.00	$ 116.25	$ 110.00	$ 120.00	$ 115.00	$ 115.00	$ 112.42	$ 110.00
19	Data Administrator	$ 84.00	$ 91.50	$ 89.75	$ 81.70	$ 102.55	$ 88.00	$ 93.25	$ 100.95	$ 88.00
20	Data Analyst	$ 87.50	$ 92.50	$ 92.11	$ 88.76	$ 106.38	$ 95.00	$ 93.00	$ 101.15	$ 95.00
21	Data Architect	$ 125.00	$ 135.00	$ 132.50	$ 130.83	$ 148.40	$ 127.50	$ 135.00	$ 140.50	$ 130.00
22	Data Center Operation Control	$ 82.50	$ 80.00	$ 80.75	$ 80.00	$ 80.00	$ 80.75	$ 83.50	$ 81.50	$ 85.00
23	Data Center Operations/Administrator	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 90.00	$ 85.00	$ 88.00	$ 89.00	$ 85.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		AL	AK	AZ	AR	CA	CO	CT	DC	DE
24	Data Scientist	$ 105.38	$ 115.63	$ 111.25	$ 108.80	$ 122.81	$ 112.18	$ 114.78	$ 125.00	$ 111.37
25	Database Administrator	$ 91.50	$ 102.00	$ 99.05	$ 92.50	$ 103.75	$ 99.00	$ 99.78	$ 101.81	$ 100.00
26	Database Analyst	$ 87.50	$ 93.00	$ 92.00	$ 87.60	$ 103.25	$ 91.00	$ 94.00	$ 98.40	$ 90.00
27	Database Architect	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 142.94	$ 120.00	$ 120.00	$ 129.50	$ 120.00
28	Desktop Support Technician	$ 39.38	$ 47.50	$ 46.25	$ 39.00	$ 54.81	$ 48.54	$ 50.00	$ 50.00	$ 48.54
29	Developer	$ 87.50	$ 87.50	$ 90.00	$ 85.45	$ 98.75	$ 90.00	$ 90.00	$ 97.50	$ 90.00
30	EDI Specialist	$ 90.00	$ 100.25	$ 93.80	$ 88.40	$ 104.13	$ 94.58	$ 95.74	$ 97.15	$ 93.08
31	Enterprise Architect	$ 135.00	$ 139.40	$ 130.75	$ 132.50	$ 175.69	$ 132.42	$ 132.51	$ 156.00	$ 130.00
32	Help Desk Analyst	$ 36.10	$ 38.40	$ 40.10	$ 35.00	$ 49.75	$ 39.00	$ 45.00	$ 45.75	$ 36.00
33	Information Security Analyst	$ 91.50	$ 90.00	$ 95.75	$ 87.60	$ 105.16	$ 95.00	$ 95.00	$ 104.43	$ 100.00
34	Java Developer	$ 94.00	$ 92.50	$ 98.30	$ 91.84	$ 107.63	$ 102.83	$ 100.00	$ 103.65	$ 100.00
35	Machine Learning Developer	$ 100.38	$ 102.50	$ 105.88	$ 98.96	$ 114.69	$ 106.65	$ 106.83	$ 108.30	$ 105.63
36	Mobile applications developer	$ 100.00	$ 94.00	$ 98.50	$ 92.50	$ 109.05	$ 98.00	$ 100.00	$ 105.60	$ 100.00
37	Mobile Specialist	$ 100.00	$ 97.50	$ 97.50	$ 97.50	$ 103.75	$ 97.50	$ 99.00	$ 97.50	$ 97.50
38	Network Administrator	$ 80.00	$ 82.50	$ 80.93	$ 80.00	$ 92.25	$ 80.00	$ 85.00	$ 88.40	$ 85.00
39	Network Engineer	$ 76.25	$ 85.00	$ 81.31	$ 76.25	$ 90.75	$ 87.01	$ 90.00	$ 89.18	$ 85.00
40	Network Security Administrator	$ 87.63	$ 99.38	$ 93.09	$ 86.25	$ 103.94	$ 94.55	$ 98.00	$ 101.50	$ 90.00
41	Network Security Architect	$ 117.50	$ 120.00	$ 120.00	$ 120.00	$ 138.26	$ 120.00	$ 125.00	$ 130.00	$ 120.00
42	Network Security Engineer	$ 90.00	$ 100.00	$ 97.50	$ 90.75	$ 113.53	$ 95.00	$ 105.00	$ 107.57	$ 91.80
43	Oracle/PeopleSoft DBA	$ 100.00	$ 105.00	$ 102.50	$ 100.00	$ 130.06	$ 103.00	$ 110.00	$ 123.56	$ 100.00
44	PEGA Lead Business Architect	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 151.32	$ 130.00	$ 130.00	$ 142.24	$ 130.00
45	PeopleSoft Functional Analyst	$ 122.00	$ 117.50	$ 122.50	$ 116.40	$ 135.88	$ 122.50	$ 135.00	$ 122.50	$ 122.50
46	PeopleSoft Functional SME	$ 122.00	$ 129.75	$ 132.65	$ 120.00	$ 139.88	$ 134.98	$ 138.46	$ 134.15	$ 134.98

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		AL	AK	AZ	AR	CA	CO	CT	DC	DE
47	Product Manager	$ 110.00	$ 112.50	$ 111.25	$ 110.00	$ 124.75	$ 110.00	$ 115.00	$ 117.05	$ 110.00
48	Product Specialist	$ 97.50	$ 102.50	$ 101.25	$ 99.60	$ 108.75	$ 105.00	$ 100.00	$ 102.50	$ 100.00
49	Program Manager	$ 115.00	$ 113.53	$ 115.00	$ 111.25	$ 135.21	$ 115.00	$ 115.00	$ 129.93	$ 115.00
50	Project Manager	$ 100.00	$ 102.50	$ 101.25	$ 101.25	$ 110.00	$ 100.00	$ 103.75	$ 107.50	$ 100.00
51	Quality Assurance Analyst	$ 82.50	$ 80.00	$ 81.25	$ 79.29	$ 96.88	$ 80.00	$ 85.00	$ 95.30	$ 85.00
52	Quality Assurance Engineer	$ 87.63	$ 90.00	$ 90.36	$ 82.50	$ 96.00	$ 90.00	$ 90.00	$ 94.25	$ 90.00
53	Robotic Process Engineer	$ 97.50	$ 93.75	$ 102.50	$ 93.75	$ 100.00	$ 102.50	$ 102.50	$ 102.38	$ 100.00
54	RPA Solution Architect/Developer	$ 122.50	$ 120.00	$ 122.50	$ 120.00	$ 150.00	$ 122.50	$ 127.00	$ 129.75	$ 122.50
55	Salesforce Developer	$ 100.38	$ 112.35	$ 111.25	$ 95.91	$ 116.19	$ 111.20	$ 114.70	$ 113.80	$ 110.05
56	SAP Specialist	$ 120.00	$ 117.50	$ 120.00	$ 116.40	$ 128.75	$ 120.00	$ 122.50	$ 120.00	$ 120.00
57	Scrum Master	$ 95.00	$ 101.13	$ 100.25	$ 96.25	$ 123.75	$ 101.00	$ 101.00	$ 118.30	$ 101.00
58	Security Administrator	$ 89.00	$ 89.50	$ 89.25	$ 87.35	$ 103.75	$ 89.00	$ 89.75	$ 96.15	$ 89.00
59	Security Analyst	$ 90.00	$ 97.50	$ 92.69	$ 87.60	$ 107.63	$ 90.00	$ 90.00	$ 104.43	$ 90.00
60	Security Engineer	$ 92.50	$ 102.50	$ 97.99	$ 91.14	$ 118.31	$ 95.00	$ 95.00	$ 114.53	$ 95.00
61	SharePoint Architect	$ 117.50	$ 118.00	$ 117.00	$ 117.00	$ 128.75	$ 118.45	$ 120.00	$ 126.50	$ 117.30
62	SharePoint Developer	$ 95.00	$ 100.50	$ 100.00	$ 96.25	$ 105.75	$ 103.00	$ 100.00	$ 108.00	$ 100.00
63	Solutions Architect	$ 137.25	$ 130.50	$ 132.00	$ 130.83	$ 150.00	$ 131.00	$ 131.00	$ 137.50	$ 135.00
64	System Administrator	$ 85.00	$ 91.50	$ 86.25	$ 86.25	$ 92.25	$ 86.35	$ 90.00	$ 92.25	$ 86.80
65	System Engineer	$ 82.50	$ 88.23	$ 85.06	$ 77.50	$ 92.25	$ 85.00	$ 91.45	$ 91.43	$ 85.00
66	Technical Writer	$ 65.00	$ 76.50	$ 72.38	$ 67.70	$ 88.00	$ 81.78	$ 82.50	$ 85.90	$ 71.40
67	Tester	$ 75.00	$ 82.50	$ 81.25	$ 75.80	$ 89.75	$ 80.00	$ 84.00	$ 89.50	$ 85.00
68	UI Developer-Designer	$ 87.50	$ 88.00	$ 90.25	$ 87.60	$ 92.89	$ 91.00	$ 91.00	$ 93.66	$ 91.00
69	UX Developer	$ 90.00	$ 87.50	$ 91.25	$ 86.25	$ 95.40	$ 95.00	$ 95.00	$ 94.88	$ 95.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		AL	AK	AZ	AR	CA	CO	CT	DC	DE
70	Telecom Administrator	$ 83.75	$ 83.75	$ 84.35	$ 80.00	$ 80.00	$ 85.90	$ 87.50	$ 83.75	$ 85.90
71	Telecom Engineer	$ 85.19	$ 82.50	$ 86.50	$ 78.29	$ 90.00	$ 86.50	$ 86.50	$ 87.25	$ 86.50
72	Telecom Technician	$ 55.51	$ 67.14	$ 66.78	$ 50.86	$ 67.20	$ 68.33	$ 70.65	$ 66.19	$ 68.33
73	Network Technician	$ 50.00	$ 62.51	$ 61.18	$ 50.00	$ 67.20	$ 62.73	$ 65.00	$ 68.70	$ 59.45
74	Mainframe Systems Programer	$ 83.75	$ 83.75	$ 82.50	$ 79.76	$ 90.00	$ 82.50	$ 82.50	$ 88.75	$ 82.50
75	Content Management Administration	$ 92.25	$ 94.15	$ 95.38	$ 85.90	$ 90.00	$ 93.46	$ 93.75	$ 100.39	$ 92.50
76	Application Technical Specialist	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
77	Infrastructure Technical Architect	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
78	Business Subject Matter Expert	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
79	Senior Consultant	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	PEGA Developer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		FL	GA	HI	ID	IL	IN	IA	KS	KY
1	.Net Developer	$ 95.75	$ 94.25	$ 120.90	$ 92.50	$ 95.90	$ 95.75	$ 91.25	$ 92.50	$ 92.50
2	Application Developer	$ 95.00	$ 95.00	$ 116.60	$ 92.50	$ 95.00	$ 95.00	$ 91.25	$ 92.50	$ 92.50
3	Application Support Analyst	$ 85.50	$ 85.00	$ 95.00	$ 85.00	$ 88.09	$ 85.45	$ 85.00	$ 85.00	$ 84.35
4	Application Systems Analyst / Programmer	$ 95.00	$ 95.00	$ 105.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00
5	Architect	$ 127.00	$ 132.25	$ 155.00	$ 129.50	$ 127.00	$ 127.00	$ 127.00	$ 126.50	$ 126.50
6	Artificial Intelligence ("AI") Architect	$ 140.00	$ 140.00	$ 159.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00
7	AI Engineer	$ 111.23	$ 110.06	$ 131.75	$ 109.00	$ 110.84	$ 110.45	$ 104.00	$ 104.00	$ 104.00
8	Big Data Architect	$ 134.25	$ 135.50	$ 168.95	$ 137.00	$ 135.50	$ 135.50	$ 137.00	$ 137.00	$ 137.00
9	Big Data Engineer	$ 109.36	$ 107.43	$ 130.20	$ 98.40	$ 120.92	$ 108.20	$ 98.40	$ 98.94	$ 100.02
10	Business Analyst	$ 85.00	$ 85.00	$ 96.50	$ 83.58	$ 86.25	$ 85.00	$ 81.70	$ 82.50	$ 82.50
11	Business Intelligence Analyst/Developer	$ 96.05	$ 93.00	$ 106.00	$ 96.33	$ 95.81	$ 94.66	$ 95.28	$ 94.00	$ 93.23
12	Business Intelligence Architect/Developer	$ 120.00	$ 120.00	$ 145.70	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
13	Cloud Architect	$ 142.50	$ 136.25	$ 168.95	$ 145.00	$ 142.50	$ 142.50	$ 142.50	$ 145.00	$ 145.00
14	Cloud Engineer	$ 109.25	$ 109.00	$ 133.30	$ 100.40	$ 111.25	$ 109.25	$ 96.10	$ 100.94	$ 102.02
15	COBOL Programmer	$ 86.25	$ 83.13	$ 95.40	$ 86.08	$ 90.00	$ 86.25	$ 82.95	$ 85.00	$ 85.00
16	CRM Architect	$ 128.75	$ 125.00	$ 168.95	$ 130.00	$ 132.44	$ 128.75	$ 125.00	$ 130.00	$ 130.00
17	Cyber Security Analyst	$ 98.30	$ 95.00	$ 108.50	$ 97.55	$ 98.50	$ 95.75	$ 95.28	$ 95.00	$ 95.00
18	Cyber/Information Security Engineer	$ 111.25	$ 110.00	$ 134.85	$ 110.00	$ 111.25	$ 111.25	$ 110.00	$ 110.00	$ 110.00
19	Data Administrator	$ 89.75	$ 88.00	$ 105.00	$ 87.50	$ 91.25	$ 89.64	$ 83.75	$ 86.50	$ 85.73
20	Data Analyst	$ 91.25	$ 89.59	$ 100.00	$ 92.50	$ 95.28	$ 90.75	$ 91.25	$ 90.75	$ 89.95
21	Data Architect	$ 132.50	$ 127.50	$ 142.04	$ 135.00	$ 132.50	$ 132.50	$ 132.50	$ 134.00	$ 133.98
22	Data Center Operation Control	$ 85.00	$ 85.00	$ 88.00	$ 80.00	$ 85.00	$ 85.00	$ 80.00	$ 80.00	$ 80.00
23	Data Center Operations/Administrator	$ 85.00	$ 85.00	$ 89.04	$ 85.00	$ 85.31	$ 85.00	$ 85.00	$ 85.00	$ 85.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		FL	GA	HI	ID	IL	IN	IA	KS	KY
24	Data Scientist	$ 111.25	$ 115.00	$ 127.20	$ 112.50	$ 116.49	$ 111.25	$ 109.43	$ 107.50	$ 107.50
25	Database Administrator	$ 99.40	$ 98.25	$ 107.63	$ 98.83	$ 98.24	$ 95.91	$ 97.08	$ 96.50	$ 95.73
26	Database Analyst	$ 91.25	$ 88.75	$ 106.00	$ 92.50	$ 91.25	$ 90.75	$ 91.25	$ 90.75	$ 89.95
27	Database Architect	$ 120.00	$ 120.00	$ 137.80	$ 120.00	$ 120.24	$ 120.00	$ 120.00	$ 120.00	$ 120.00
28	Desktop Support Technician	$ 45.05	$ 40.00	$ 52.70	$ 41.70	$ 46.10	$ 42.50	$ 40.93	$ 39.50	$ 39.00
29	Developer	$ 90.00	$ 90.00	$ 96.25	$ 87.50	$ 91.25	$ 90.00	$ 86.25	$ 87.50	$ 87.50
30	EDI Specialist	$ 91.91	$ 90.36	$ 106.95	$ 93.83	$ 91.53	$ 90.75	$ 93.05	$ 90.75	$ 89.95
31	Enterprise Architect	$ 132.50	$ 137.50	$ 178.25	$ 135.00	$ 140.64	$ 132.50	$ 132.50	$ 135.00	$ 135.00
32	Help Desk Analyst	$ 37.46	$ 35.91	$ 51.15	$ 35.50	$ 39.48	$ 36.30	$ 35.25	$ 35.50	$ 35.00
33	Information Security Analyst	$ 95.00	$ 92.25	$ 108.50	$ 87.50	$ 95.66	$ 91.14	$ 86.25	$ 88.00	$ 89.00
34	Java Developer	$ 95.66	$ 95.00	$ 106.95	$ 96.33	$ 103.00	$ 93.50	$ 91.25	$ 90.75	$ 90.39
35	Machine Learning Developer	$ 101.25	$ 101.81	$ 116.25	$ 105.20	$ 107.05	$ 100.58	$ 100.00	$ 100.00	$ 99.60
36	Mobile applications developer	$ 100.00	$ 100.00	$ 127.20	$ 95.00	$ 100.00	$ 100.00	$ 92.50	$ 95.00	$ 95.00
37	Mobile Specialist	$ 97.50	$ 97.50	$ 105.00	$ 97.50	$ 97.50	$ 97.50	$ 97.50	$ 97.50	$ 97.50
38	Network Administrator	$ 82.86	$ 80.00	$ 91.45	$ 81.08	$ 81.70	$ 81.25	$ 80.15	$ 80.00	$ 80.00
39	Network Engineer	$ 84.03	$ 84.43	$ 103.97	$ 81.08	$ 84.11	$ 80.54	$ 80.15	$ 79.00	$ 77.98
40	Network Security Administrator	$ 90.00	$ 88.75	$ 99.20	$ 89.95	$ 90.00	$ 90.00	$ 88.76	$ 87.50	$ 87.50
41	Network Security Architect	$ 120.00	$ 120.00	$ 142.60	$ 120.00	$ 120.24	$ 120.00	$ 120.00	$ 120.00	$ 120.00
42	Network Security Engineer	$ 93.46	$ 90.00	$ 113.15	$ 96.93	$ 101.18	$ 92.30	$ 93.08	$ 93.75	$ 93.05
43	Oracle/PeopleSoft DBA	$ 100.00	$ 100.00	$ 131.75	$ 100.00	$ 103.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
44	PEGA Lead Business Architect	$ 130.00	$ 130.00	$ 153.45	$ 130.00	$ 131.10	$ 130.00	$ 130.00	$ 130.00	$ 130.00
45	PeopleSoft Functional Analyst	$ 122.50	$ 121.00	$ 120.00	$ 117.50	$ 122.16	$ 121.39	$ 117.50	$ 117.50	$ 117.50
46	PeopleSoft Functional SME	$ 131.49	$ 126.84	$ 137.95	$ 124.33	$ 130.33	$ 128.00	$ 123.55	$ 120.75	$ 120.45

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		FL	GA	HI	ID	IL	IN	IA	KS	KY
47	Product Manager	$ 111.18	$ 109.63	$ 124.00	$ 111.58	$ 110.79	$ 110.01	$ 110.40	$ 110.00	$ 110.00
48	Product Specialist	$ 100.00	$ 100.00	$ 105.00	$ 100.00	$ 100.74	$ 100.00	$ 100.00	$ 100.00	$ 100.00
49	Program Manager	$ 115.00	$ 115.00	$ 137.95	$ 112.50	$ 115.00	$ 115.00	$ 111.25	$ 112.50	$ 112.50
50	Project Manager	$ 101.25	$ 103.75	$ 116.54	$ 107.50	$ 101.85	$ 101.25	$ 101.25	$ 102.50	$ 102.50
51	Quality Assurance Analyst	$ 85.00	$ 83.75	$ 100.75	$ 80.00	$ 86.23	$ 85.00	$ 80.00	$ 80.00	$ 80.00
52	Quality Assurance Engineer	$ 90.00	$ 88.75	$ 99.20	$ 89.95	$ 90.00	$ 90.00	$ 88.76	$ 87.00	$ 86.08
53	Robotic Process Engineer	$ 97.50	$ 97.50	$ 112.00	$ 93.75	$ 97.50	$ 97.50	$ 93.75	$ 93.75	$ 93.75
54	RPA Solution Architect/Developer	$ 122.50	$ 122.50	$ 152.64	$ 120.00	$ 126.90	$ 122.50	$ 120.00	$ 120.00	$ 120.00
55	Salesforce Developer	$ 107.80	$ 111.44	$ 116.25	$ 102.70	$ 108.55	$ 105.48	$ 100.96	$ 100.25	$ 99.60
56	SAP Specialist	$ 120.00	$ 120.00	$ 125.08	$ 117.50	$ 120.00	$ 120.00	$ 117.50	$ 117.50	$ 117.50
57	Scrum Master	$ 100.25	$ 99.20	$ 115.00	$ 100.50	$ 101.71	$ 100.25	$ 100.25	$ 100.25	$ 99.60
58	Security Administrator	$ 89.25	$ 89.00	$ 99.95	$ 89.50	$ 89.70	$ 89.25	$ 89.25	$ 89.50	$ 89.45
59	Security Analyst	$ 92.30	$ 90.00	$ 108.50	$ 93.83	$ 91.91	$ 91.14	$ 91.53	$ 91.50	$ 90.73
60	Security Engineer	$ 97.60	$ 93.75	$ 114.70	$ 97.70	$ 101.56	$ 96.44	$ 93.46	$ 95.25	$ 93.83
61	SharePoint Architect	$ 117.00	$ 115.75	$ 144.16	$ 118.00	$ 122.20	$ 117.00	$ 117.00	$ 118.00	$ 118.00
62	SharePoint Developer	$ 96.25	$ 95.00	$ 112.36	$ 97.50	$ 101.50	$ 96.25	$ 96.25	$ 97.50	$ 97.50
63	Solutions Architect	$ 136.25	$ 135.00	$ 153.45	$ 135.00	$ 136.25	$ 136.25	$ 132.50	$ 133.25	$ 133.98
64	System Administrator	$ 86.25	$ 85.00	$ 98.00	$ 87.50	$ 86.25	$ 86.25	$ 86.25	$ 87.50	$ 87.50
65	System Engineer	$ 84.03	$ 84.56	$ 105.00	$ 83.58	$ 82.86	$ 81.25	$ 81.70	$ 80.75	$ 80.48
66	Technical Writer	$ 70.41	$ 73.59	$ 91.45	$ 73.58	$ 78.95	$ 68.13	$ 68.90	$ 71.50	$ 69.70
67	Tester	$ 85.00	$ 83.90	$ 96.10	$ 82.50	$ 85.06	$ 82.86	$ 80.93	$ 79.75	$ 79.53
68	UI Developer-Designer	$ 90.25	$ 90.00	$ 105.00	$ 88.00	$ 90.25	$ 90.25	$ 90.25	$ 88.00	$ 87.45
69	UX Developer	$ 87.50	$ 90.00	$ 105.00	$ 85.00	$ 87.50	$ 87.50	$ 86.25	$ 85.00	$ 85.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		FL	GA	HI	ID	IL	IN	IA	KS	KY
70	Telecom Administrator	$ 83.58	$ 82.50	$ 82.86	$ 81.61	$ 82.80	$ 82.50	$ 80.45	$ 80.00	$ 80.00
71	Telecom Engineer	$ 86.50	$ 85.13	$ 91.19	$ 82.50	$ 88.80	$ 85.90	$ 82.50	$ 81.75	$ 81.53
72	Telecom Technician	$ 66.00	$ 62.90	$ 72.31	$ 59.00	$ 65.23	$ 63.68	$ 57.84	$ 56.38	$ 53.19
73	Network Technician	$ 57.90	$ 55.00	$ 71.70	$ 53.45	$ 59.04	$ 55.58	$ 52.03	$ 50.00	$ 50.00
74	Mainframe Systems Programer	$ 82.50	$ 81.85	$ 99.84	$ 83.75	$ 82.82	$ 82.50	$ 83.75	$ 83.75	$ 81.61
75	Content Management Administration	$ 94.60	$ 90.75	$ 105.88	$ 90.10	$ 93.83	$ 92.28	$ 88.40	$ 89.88	$ 89.84
76	Application Technical Specialist	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
77	Infrastructure Technical Architect	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
78	Business Subject Matter Expert	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
79	Senior Consultant	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	PEGA Developer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		LA	ME	MD	MA	MI	MN	MS	MO	MT
1	.Net Developer	$ 96.50	$ 93.40	$ 98.50	$ 100.00	$ 100.00	$ 92.50	$ 95.75	$ 92.50	$ 95.53
2	Application Developer	$ 95.00	$ 93.40	$ 95.00	$ 96.25	$ 95.00	$ 92.50	$ 95.00	$ 92.50	$ 95.00
3	Application Support Analyst	$ 86.00	$ 86.00	$ 89.75	$ 96.25	$ 85.00	$ 85.00	$ 85.00	$ 82.80	$ 86.00
4	Application Systems Analyst / Programmer	$ 95.00	$ 95.00	$ 97.50	$ 107.43	$ 95.00	$ 95.00	$ 93.50	$ 94.78	$ 95.00
5	Architect	$ 136.50	$ 136.50	$ 136.25	$ 140.00	$ 134.85	$ 131.50	$ 130.75	$ 131.50	$ 131.50
6	Artificial Intelligence ("AI") Architect	$ 148.28	$ 140.00	$ 140.00	$ 153.40	$ 142.59	$ 140.00	$ 140.00	$ 140.00	$ 140.00
7	AI Engineer	$ 109.00	$ 109.00	$ 128.55	$ 130.59	$ 110.40	$ 104.00	$ 108.51	$ 104.00	$ 109.00
8	Big Data Architect	$ 145.28	$ 137.00	$ 132.50	$ 160.00	$ 142.59	$ 137.00	$ 135.50	$ 137.00	$ 137.00
9	Big Data Engineer	$ 107.50	$ 110.82	$ 114.31	$ 130.44	$ 110.40	$ 102.72	$ 106.26	$ 97.50	$ 113.52
10	Business Analyst	$ 87.50	$ 86.68	$ 90.43	$ 92.75	$ 85.00	$ 84.35	$ 81.25	$ 82.50	$ 84.35
11	Business Intelligence Analyst/Developer	$ 95.55	$ 97.50	$ 105.49	$ 108.88	$ 95.00	$ 97.50	$ 91.25	$ 91.68	$ 98.03
12	Business Intelligence Architect/Developer	$ 126.65	$ 120.00	$ 121.25	$ 140.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
13	Cloud Architect	$ 145.00	$ 145.00	$ 135.00	$ 153.10	$ 140.00	$ 145.00	$ 142.20	$ 145.00	$ 145.00
14	Cloud Engineer	$ 109.50	$ 109.50	$ 109.02	$ 111.25	$ 110.00	$ 104.72	$ 109.25	$ 99.50	$ 109.50
15	COBOL Programmer	$ 90.00	$ 89.95	$ 93.59	$ 98.50	$ 90.00	$ 87.63	$ 82.50	$ 85.00	$ 87.63
16	CRM Architect	$ 130.00	$ 132.64	$ 125.00	$ 157.08	$ 125.00	$ 130.00	$ 128.75	$ 130.00	$ 135.54
17	Cyber Security Analyst	$ 97.05	$ 99.00	$ 102.75	$ 108.88	$ 98.00	$ 96.50	$ 95.75	$ 95.00	$ 99.00
18	Cyber/Information Security Engineer	$ 115.00	$ 110.00	$ 111.25	$ 120.00	$ 115.00	$ 110.00	$ 110.79	$ 110.00	$ 110.00
19	Data Administrator	$ 95.00	$ 87.50	$ 97.50	$ 97.64	$ 88.35	$ 87.50	$ 87.10	$ 84.18	$ 87.50
20	Data Analyst	$ 92.28	$ 97.72	$ 101.35	$ 107.71	$ 90.00	$ 92.50	$ 86.44	$ 88.40	$ 97.10
21	Data Architect	$ 140.00	$ 135.00	$ 130.00	$ 142.80	$ 134.85	$ 135.00	$ 130.83	$ 132.43	$ 135.00
22	Data Center Operation Control	$ 80.00	$ 80.00	$ 85.00	$ 85.75	$ 81.25	$ 80.00	$ 81.25	$ 80.00	$ 80.00
23	Data Center Operations/Administrator	$ 85.00	$ 85.00	$ 85.00	$ 94.45	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		LA	ME	MD	MA	MI	MN	MS	MO	MT
24	Data Scientist	$ 108.65	$ 115.82	$ 110.79	$ 117.28	$ 111.25	$ 110.98	$ 111.25	$ 107.50	$ 118.52
25	Database Administrator	$ 100.00	$ 102.50	$ 94.50	$ 101.25	$ 100.00	$ 100.38	$ 92.50	$ 95.00	$ 100.38
26	Database Analyst	$ 92.28	$ 92.50	$ 105.10	$ 105.49	$ 90.00	$ 92.50	$ 86.44	$ 88.40	$ 92.50
27	Database Architect	$ 125.00	$ 120.00	$ 120.00	$ 134.31	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 121.02
28	Desktop Support Technician	$ 45.15	$ 46.40	$ 50.00	$ 53.53	$ 50.00	$ 42.48	$ 42.50	$ 39.00	$ 45.08
29	Developer	$ 90.00	$ 90.90	$ 92.75	$ 96.25	$ 90.00	$ 87.50	$ 87.60	$ 86.68	$ 92.50
30	EDI Specialist	$ 92.28	$ 96.93	$ 106.55	$ 107.71	$ 90.00	$ 94.60	$ 90.00	$ 88.40	$ 94.60
31	Enterprise Architect	$ 135.00	$ 138.04	$ 131.25	$ 170.56	$ 130.00	$ 135.00	$ 132.50	$ 135.00	$ 141.28
32	Help Desk Analyst	$ 37.38	$ 36.90	$ 45.00	$ 49.25	$ 36.00	$ 35.50	$ 35.25	$ 35.00	$ 38.26
33	Information Security Analyst	$ 87.00	$ 92.50	$ 100.25	$ 105.05	$ 90.00	$ 91.50	$ 87.60	$ 84.68	$ 92.50
34	Java Developer	$ 94.78	$ 101.93	$ 105.01	$ 108.96	$ 100.00	$ 95.12	$ 91.25	$ 90.00	$ 99.60
35	Machine Learning Developer	$ 100.40	$ 109.00	$ 107.07	$ 115.31	$ 101.25	$ 101.36	$ 100.00	$ 98.05	$ 109.25
36	Mobile applications developer	$ 95.00	$ 95.00	$ 100.00	$ 103.15	$ 100.00	$ 95.00	$ 100.00	$ 95.00	$ 95.20
37	Mobile Specialist	$ 97.50	$ 97.50	$ 97.50	$ 97.50	$ 97.50	$ 97.50	$ 97.50	$ 97.50	$ 97.50
38	Network Administrator	$ 82.50	$ 82.50	$ 85.00	$ 90.36	$ 80.00	$ 81.85	$ 80.00	$ 80.00	$ 81.85
39	Network Engineer	$ 85.30	$ 84.95	$ 90.36	$ 91.50	$ 80.00	$ 82.63	$ 76.25	$ 77.50	$ 82.63
40	Network Security Administrator	$ 92.50	$ 93.05	$ 99.49	$ 106.75	$ 90.00	$ 90.73	$ 90.00	$ 87.50	$ 90.93
41	Network Security Architect	$ 125.00	$ 120.00	$ 120.00	$ 129.59	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 121.02
42	Network Security Engineer	$ 102.88	$ 101.10	$ 106.25	$ 110.79	$ 95.00	$ 97.50	$ 90.36	$ 91.50	$ 103.35
43	Oracle/PeopleSoft DBA	$ 107.50	$ 104.00	$ 107.00	$ 133.81	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 106.50
44	PEGA Lead Business Architect	$ 135.53	$ 130.00	$ 126.25	$ 143.57	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 132.80
45	PeopleSoft Functional Analyst	$ 121.05	$ 117.50	$ 126.25	$ 131.25	$ 122.01	$ 117.50	$ 118.35	$ 117.18	$ 117.50
46	PeopleSoft Functional SME	$ 122.78	$ 127.43	$ 137.30	$ 140.00	$ 125.00	$ 125.10	$ 125.00	$ 120.00	$ 125.10

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		LA	ME	MD	MA	MI	MN	MS	MO	MT
47	Product Manager	$ 113.30	$ 112.50	$ 112.50	$ 124.25	$ 110.00	$ 112.50	$ 110.00	$ 110.00	$ 112.50
48	Product Specialist	$ 100.00	$ 100.00	$ 100.00	$ 106.25	$ 100.00	$ 100.00	$ 98.24	$ 99.60	$ 101.48
49	Program Manager	$ 117.50	$ 112.50	$ 116.25	$ 128.40	$ 115.00	$ 112.50	$ 115.00	$ 112.50	$ 114.00
50	Project Manager	$ 107.50	$ 107.50	$ 101.25	$ 110.00	$ 105.00	$ 102.50	$ 101.25	$ 102.50	$ 107.50
51	Quality Assurance Analyst	$ 80.00	$ 80.00	$ 87.25	$ 95.00	$ 80.00	$ 80.00	$ 80.00	$ 80.00	$ 80.00
52	Quality Assurance Engineer	$ 90.00	$ 90.00	$ 95.66	$ 98.30	$ 90.00	$ 90.00	$ 90.00	$ 85.00	$ 90.00
53	Robotic Process Engineer	$ 95.00	$ 93.75	$ 107.50	$ 107.50	$ 97.50	$ 93.75	$ 97.50	$ 93.75	$ 93.75
54	RPA Solution Architect/Developer	$ 127.50	$ 123.15	$ 122.50	$ 140.00	$ 127.50	$ 120.00	$ 122.50	$ 120.00	$ 127.46
55	Salesforce Developer	$ 106.93	$ 107.88	$ 114.78	$ 116.06	$ 110.00	$ 104.25	$ 103.75	$ 98.05	$ 107.93
56	SAP Specialist	$ 117.50	$ 117.50	$ 121.25	$ 126.25	$ 119.51	$ 117.50	$ 117.19	$ 116.40	$ 117.50
57	Scrum Master	$ 102.43	$ 104.50	$ 101.00	$ 121.25	$ 96.10	$ 100.50	$ 95.91	$ 98.05	$ 104.75
58	Security Administrator	$ 90.00	$ 89.50	$ 89.25	$ 101.25	$ 89.00	$ 89.50	$ 88.25	$ 87.90	$ 90.20
59	Security Analyst	$ 93.05	$ 97.50	$ 93.75	$ 105.88	$ 90.00	$ 95.38	$ 90.00	$ 89.18	$ 95.58
60	Security Engineer	$ 96.15	$ 104.40	$ 114.61	$ 120.50	$ 95.00	$ 98.48	$ 93.50	$ 92.28	$ 104.33
61	SharePoint Architect	$ 125.00	$ 122.10	$ 117.11	$ 126.25	$ 120.00	$ 118.00	$ 117.00	$ 118.00	$ 124.98
62	SharePoint Developer	$ 100.00	$ 103.00	$ 105.25	$ 110.11	$ 100.00	$ 97.50	$ 96.25	$ 97.50	$ 103.00
63	Solutions Architect	$ 135.00	$ 135.00	$ 135.00	$ 140.00	$ 134.85	$ 135.00	$ 133.73	$ 132.43	$ 135.00
64	System Administrator	$ 87.50	$ 89.18	$ 89.93	$ 93.09	$ 85.00	$ 87.50	$ 86.25	$ 87.50	$ 87.50
65	System Engineer	$ 87.50	$ 87.45	$ 81.25	$ 90.75	$ 85.00	$ 85.13	$ 81.25	$ 80.00	$ 85.13
66	Technical Writer	$ 77.03	$ 80.30	$ 74.28	$ 86.00	$ 72.85	$ 74.40	$ 66.19	$ 68.15	$ 81.40
67	Tester	$ 81.85	$ 82.50	$ 85.00	$ 89.25	$ 75.95	$ 82.50	$ 75.80	$ 77.98	$ 82.50
68	UI Developer-Designer	$ 90.50	$ 88.00	$ 90.25	$ 91.63	$ 90.00	$ 88.00	$ 86.44	$ 85.90	$ 88.00
69	UX Developer	$ 86.50	$ 85.00	$ 97.50	$ 98.90	$ 95.00	$ 85.00	$ 87.50	$ 85.00	$ 85.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		LA	ME	MD	MA	MI	MN	MS	MO	MT
70	Telecom Administrator	$ 80.00	$ 83.75	$ 86.50	$ 86.50	$ 82.50	$ 82.78	$ 82.50	$ 80.00	$ 82.78
71	Telecom Engineer	$ 82.50	$ 86.05	$ 82.90	$ 90.00	$ 82.80	$ 82.50	$ 82.03	$ 79.20	$ 87.25
72	Telecom Technician	$ 57.93	$ 64.11	$ 69.88	$ 70.00	$ 62.50	$ 60.16	$ 60.00	$ 50.86	$ 61.22
73	Network Technician	$ 58.18	$ 58.86	$ 64.28	$ 70.34	$ 57.50	$ 55.51	$ 55.00	$ 50.00	$ 57.90
74	Mainframe Systems Programer	$ 83.75	$ 83.75	$ 82.50	$ 92.10	$ 80.30	$ 83.75	$ 80.00	$ 79.76	$ 84.09
75	Content Management Administration	$ 89.29	$ 96.25	$ 96.50	$ 96.50	$ 88.76	$ 96.25	$ 86.60	$ 86.86	$ 96.25
76	Application Technical Specialist	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
77	Infrastructure Technical Architect	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
78	Business Subject Matter Expert	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
79	Senior Consultant	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	PEGA Developer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		NE	NV	NH	NJ	NM	NY	NC	ND	OH
1	.Net Developer	$ 92.50	$ 100.00	$ 96.25	$ 96.25	$ 96.25	$ 100.50	$ 95.00	$ 96.25	$ 91.25
2	Application Developer	$ 91.25	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 96.25	$ 95.00	$ 95.00	$ 91.25
3	Application Support Analyst	$ 85.00	$ 88.50	$ 87.25	$ 91.96	$ 85.50	$ 95.28	$ 85.45	$ 85.50	$ 85.00
4	Application Systems Analyst / Programmer	$ 95.00	$ 95.00	$ 95.00	$ 96.13	$ 91.25	$ 106.26	$ 95.00	$ 95.00	$ 95.00
5	Architect	$ 135.00	$ 132.50	$ 132.50	$ 132.50	$ 132.50	$ 140.00	$ 132.50	$ 128.75	$ 131.60
6	Artificial Intelligence ("AI") Architect	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 153.40	$ 140.00	$ 140.00	$ 140.00
7	AI Engineer	$ 105.00	$ 114.28	$ 114.50	$ 105.00	$ 113.11	$ 128.55	$ 110.00	$ 113.89	$ 105.00
8	Big Data Architect	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 160.00	$ 140.00	$ 140.00	$ 140.00
9	Big Data Engineer	$ 101.44	$ 114.28	$ 118.36	$ 112.78	$ 113.11	$ 127.83	$ 103.60	$ 113.89	$ 101.44
10	Business Analyst	$ 85.25	$ 90.50	$ 86.23	$ 92.75	$ 82.86	$ 95.00	$ 86.75	$ 85.06	$ 85.00
11	Business Intelligence Analyst/Developer	$ 96.33	$ 100.96	$ 96.25	$ 101.25	$ 92.30	$ 106.25	$ 95.00	$ 96.25	$ 91.18
12	Business Intelligence Architect/Developer	$ 120.00	$ 120.00	$ 120.00	$ 120.89	$ 120.00	$ 139.25	$ 120.00	$ 120.00	$ 120.00
13	Cloud Architect	$ 145.00	$ 142.50	$ 142.50	$ 142.50	$ 142.50	$ 153.10	$ 142.50	$ 142.50	$ 142.50
14	Cloud Engineer	$ 100.94	$ 109.25	$ 111.12	$ 109.25	$ 109.25	$ 111.25	$ 100.15	$ 109.25	$ 96.91
15	COBOL Programmer	$ 87.50	$ 91.25	$ 90.36	$ 95.00	$ 85.00	$ 98.50	$ 91.25	$ 87.60	$ 86.25
16	CRM Architect	$ 130.00	$ 128.75	$ 128.75	$ 128.09	$ 128.75	$ 138.10	$ 125.00	$ 128.75	$ 125.00
17	Cyber Security Analyst	$ 96.33	$ 100.96	$ 100.62	$ 103.11	$ 98.30	$ 105.00	$ 95.00	$ 99.00	$ 95.00
18	Cyber/Information Security Engineer	$ 110.00	$ 111.25	$ 111.25	$ 112.50	$ 111.25	$ 120.00	$ 110.00	$ 111.25	$ 110.00
19	Data Administrator	$ 90.00	$ 93.46	$ 89.75	$ 97.50	$ 88.50	$ 97.21	$ 94.66	$ 89.75	$ 86.23
20	Data Analyst	$ 91.25	$ 96.25	$ 95.90	$ 99.63	$ 87.50	$ 104.23	$ 93.50	$ 91.25	$ 89.93
21	Data Architect	$ 135.00	$ 132.50	$ 132.50	$ 132.50	$ 132.50	$ 142.59	$ 132.50	$ 132.50	$ 131.60
22	Data Center Operation Control	$ 82.50	$ 85.00	$ 85.00	$ 82.50	$ 85.00	$ 85.75	$ 82.50	$ 85.00	$ 82.50
23	Data Center Operations/Administrator	$ 85.00	$ 85.00	$ 85.00	$ 87.50	$ 85.00	$ 98.20	$ 87.08	$ 85.00	$ 85.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		NE	NV	NH	NJ	NM	NY	NC	ND	OH
24	Data Scientist	$ 109.43	$ 111.29	$ 114.61	$ 115.28	$ 111.25	$ 111.29	$ 112.50	$ 111.25	$ 107.50
25	Database Administrator	$ 98.83	$ 100.96	$ 101.25	$ 101.25	$ 99.40	$ 100.96	$ 96.25	$ 100.58	$ 96.25
26	Database Analyst	$ 92.50	$ 93.08	$ 91.25	$ 97.50	$ 90.00	$ 102.98	$ 93.50	$ 91.25	$ 89.93
27	Database Architect	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 133.15	$ 120.00	$ 120.00	$ 120.00
28	Desktop Support Technician	$ 40.93	$ 48.54	$ 50.00	$ 46.40	$ 45.05	$ 55.25	$ 39.38	$ 47.38	$ 39.00
29	Developer	$ 87.50	$ 91.25	$ 90.03	$ 91.96	$ 86.25	$ 97.50	$ 87.50	$ 90.00	$ 86.23
30	EDI Specialist	$ 93.05	$ 93.08	$ 93.85	$ 100.20	$ 91.91	$ 104.23	$ 94.00	$ 92.69	$ 89.95
31	Enterprise Architect	$ 142.50	$ 132.50	$ 133.82	$ 136.25	$ 132.50	$ 139.50	$ 132.50	$ 132.50	$ 132.50
32	Help Desk Analyst	$ 35.50	$ 38.25	$ 39.08	$ 38.25	$ 37.46	$ 49.25	$ 35.25	$ 38.24	$ 35.00
33	Information Security Analyst	$ 88.00	$ 96.25	$ 96.25	$ 97.50	$ 90.00	$ 100.96	$ 91.14	$ 91.25	$ 86.98
34	Java Developer	$ 92.50	$ 100.58	$ 105.55	$ 105.10	$ 97.71	$ 103.68	$ 93.84	$ 99.09	$ 91.25
35	Machine Learning Developer	$ 100.00	$ 105.63	$ 108.18	$ 106.00	$ 105.15	$ 111.42	$ 101.55	$ 105.39	$ 98.83
36	Mobile applications developer	$ 95.00	$ 100.00	$ 100.00	$ 102.00	$ 100.00	$ 103.00	$ 96.25	$ 100.00	$ 96.25
37	Mobile Specialist	$ 97.50	$ 97.50	$ 97.50	$ 100.00	$ 97.50	$ 100.00	$ 101.25	$ 100.00	$ 97.50
38	Network Administrator	$ 82.80	$ 85.45	$ 85.00	$ 86.23	$ 82.86	$ 91.25	$ 81.25	$ 85.00	$ 81.25
39	Network Engineer	$ 82.86	$ 88.76	$ 86.25	$ 91.00	$ 84.03	$ 92.00	$ 81.79	$ 85.45	$ 77.50
40	Network Security Administrator	$ 89.18	$ 91.14	$ 91.91	$ 95.66	$ 90.00	$ 106.75	$ 91.25	$ 90.75	$ 86.25
41	Network Security Architect	$ 120.00	$ 120.00	$ 120.00	$ 121.25	$ 120.00	$ 124.49	$ 120.00	$ 120.00	$ 120.00
42	Network Security Engineer	$ 96.15	$ 93.75	$ 97.80	$ 105.00	$ 93.46	$ 110.00	$ 96.05	$ 93.75	$ 91.53
43	Oracle/PeopleSoft DBA	$ 100.00	$ 100.00	$ 101.50	$ 101.75	$ 100.00	$ 130.33	$ 100.00	$ 100.00	$ 100.00
44	PEGA Lead Business Architect	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 142.20	$ 130.00	$ 130.00	$ 130.00
45	PeopleSoft Functional Analyst	$ 117.50	$ 122.50	$ 122.50	$ 120.00	$ 122.50	$ 134.89	$ 117.50	$ 122.50	$ 117.50
46	PeopleSoft Functional SME	$ 123.55	$ 134.98	$ 137.30	$ 128.20	$ 131.49	$ 140.00	$ 122.00	$ 133.81	$ 120.45

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		NE	NV	NH	NJ	NM	NY	NC	ND	OH
47	Product Manager	$ 113.61	$ 111.25	$ 111.25	$ 111.25	$ 111.18	$ 119.09	$ 110.01	$ 111.25	$ 110.00
48	Product Specialist	$ 100.00	$ 100.00	$ 100.00	$ 102.50	$ 100.00	$ 102.50	$ 100.00	$ 100.00	$ 100.00
49	Program Manager	$ 112.50	$ 115.00	$ 115.00	$ 113.10	$ 115.00	$ 122.50	$ 111.25	$ 115.00	$ 111.25
50	Project Manager	$ 106.25	$ 101.25	$ 101.25	$ 101.25	$ 101.25	$ 110.00	$ 106.25	$ 101.25	$ 101.25
51	Quality Assurance Analyst	$ 82.50	$ 86.25	$ 85.00	$ 83.75	$ 85.00	$ 95.28	$ 81.70	$ 85.00	$ 80.54
52	Quality Assurance Engineer	$ 89.18	$ 91.14	$ 90.00	$ 91.25	$ 89.93	$ 95.75	$ 90.00	$ 90.00	$ 86.25
53	Robotic Process Engineer	$ 93.75	$ 102.50	$ 97.50	$ 97.50	$ 95.00	$ 107.50	$ 95.00	$ 97.50	$ 95.00
54	RPA Solution Architect/Developer	$ 120.00	$ 122.50	$ 123.45	$ 122.29	$ 122.50	$ 137.50	$ 120.00	$ 122.50	$ 120.00
55	Salesforce Developer	$ 102.70	$ 112.45	$ 114.78	$ 104.53	$ 108.96	$ 115.00	$ 101.15	$ 112.53	$ 98.24
56	SAP Specialist	$ 117.50	$ 120.00	$ 120.00	$ 117.50	$ 120.00	$ 122.50	$ 117.50	$ 120.00	$ 117.50
57	Scrum Master	$ 102.10	$ 100.25	$ 102.25	$ 102.50	$ 100.25	$ 112.45	$ 100.25	$ 100.25	$ 98.24
58	Security Administrator	$ 89.50	$ 89.25	$ 89.25	$ 89.25	$ 89.25	$ 100.58	$ 90.00	$ 90.50	$ 89.23
59	Security Analyst	$ 93.83	$ 93.46	$ 93.75	$ 93.75	$ 92.30	$ 104.14	$ 94.66	$ 96.83	$ 91.18
60	Security Engineer	$ 96.93	$ 98.76	$ 99.84	$ 100.51	$ 97.60	$ 116.00	$ 96.44	$ 98.38	$ 95.66
61	SharePoint Architect	$ 118.00	$ 117.00	$ 120.48	$ 120.76	$ 117.00	$ 130.00	$ 117.00	$ 117.00	$ 117.00
62	SharePoint Developer	$ 97.50	$ 101.25	$ 101.50	$ 105.25	$ 96.25	$ 111.90	$ 97.50	$ 97.50	$ 96.25
63	Solutions Architect	$ 135.00	$ 136.25	$ 136.25	$ 132.50	$ 136.25	$ 138.84	$ 132.50	$ 136.25	$ 131.60
64	System Administrator	$ 87.50	$ 87.60	$ 89.93	$ 89.93	$ 86.25	$ 94.00	$ 83.75	$ 87.63	$ 86.25
65	System Engineer	$ 83.58	$ 85.84	$ 86.61	$ 91.45	$ 84.03	$ 89.18	$ 77.96	$ 83.40	$ 78.40
66	Technical Writer	$ 68.90	$ 71.13	$ 76.90	$ 77.43	$ 69.29	$ 85.90	$ 71.25	$ 75.00	$ 67.35
67	Tester	$ 85.00	$ 86.00	$ 85.00	$ 86.00	$ 85.00	$ 88.40	$ 82.86	$ 85.00	$ 79.38
68	UI Developer-Designer	$ 88.00	$ 90.25	$ 90.25	$ 92.00	$ 90.00	$ 91.00	$ 92.00	$ 90.50	$ 90.18
69	UX Developer	$ 85.00	$ 87.50	$ 87.50	$ 87.50	$ 86.25	$ 100.00	$ 90.00	$ 90.00	$ 87.50

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		NE	NV	NH	NJ	NM	NY	NC	ND	OH
70	Telecom Administrator	$ 80.45	$ 85.90	$ 87.45	$ 83.75	$ 83.58	$ 85.10	$ 80.00	$ 83.94	$ 80.00
71	Telecom Engineer	$ 82.50	$ 86.50	$ 86.50	$ 85.45	$ 86.50	$ 90.00	$ 75.00	$ 84.75	$ 80.36
72	Telecom Technician	$ 57.84	$ 68.33	$ 69.88	$ 65.15	$ 66.00	$ 68.60	$ 55.51	$ 67.55	$ 53.19
73	Network Technician	$ 50.00	$ 55.23	$ 58.62	$ 53.10	$ 52.90	$ 66.10	$ 50.00	$ 54.45	$ 50.00
74	Mainframe Systems Programer	$ 83.75	$ 82.50	$ 82.50	$ 83.75	$ 82.50	$ 90.91	$ 80.00	$ 80.00	$ 81.61
75	Content Management Administration	$ 90.91	$ 95.00	$ 95.00	$ 97.50	$ 91.44	$ 98.00	$ 94.78	$ 91.98	$ 87.45
76	Application Technical Specialist	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
77	Infrastructure Technical Architect	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
78	Business Subject Matter Expert	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
79	Senior Consultant	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	PEGA Developer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		OK	OR	PA	RI	SC	SD	TN	TX	UT
1	.Net Developer	$ 95.75	$ 96.25	$ 95.00	$ 95.75	$ 92.50	$ 95.75	$ 95.00	$ 94.25	$ 90.00
2	Application Developer	$ 95.00	$ 95.00	$ 95.00	$ 92.75	$ 92.50	$ 95.00	$ 95.00	$ 94.25	$ 90.00
3	Application Support Analyst	$ 85.00	$ 87.25	$ 87.50	$ 88.74	$ 85.00	$ 85.50	$ 85.00	$ 86.90	$ 86.50
4	Application Systems Analyst / Programmer	$ 95.00	$ 95.00	$ 95.00	$ 96.13	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 94.50
5	Architect	$ 127.00	$ 125.00	$ 127.50	$ 131.25	$ 132.50	$ 127.00	$ 130.00	$ 135.00	$ 126.25
6	Artificial Intelligence ("AI") Architect	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 143.75
7	AI Engineer	$ 109.68	$ 118.87	$ 111.23	$ 128.55	$ 110.00	$ 111.61	$ 108.00	$ 106.15	$ 98.25
8	Big Data Architect	$ 135.50	$ 138.44	$ 135.00	$ 132.50	$ 140.00	$ 135.50	$ 140.00	$ 140.00	$ 137.50
9	Big Data Engineer	$ 107.43	$ 128.05	$ 114.69	$ 119.17	$ 100.36	$ 109.36	$ 105.00	$ 113.90	$ 103.50
10	Business Analyst	$ 85.00	$ 85.00	$ 84.35	$ 86.23	$ 85.00	$ 82.86	$ 84.25	$ 87.50	$ 85.19
11	Business Intelligence Analyst/Developer	$ 92.34	$ 96.33	$ 95.00	$ 97.99	$ 95.55	$ 96.05	$ 95.00	$ 94.78	$ 93.75
12	Business Intelligence Architect/Developer	$ 120.00	$ 120.00	$ 117.50	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 118.75
13	Cloud Architect	$ 142.50	$ 140.16	$ 137.50	$ 131.25	$ 145.00	$ 142.50	$ 140.00	$ 145.00	$ 143.75
14	Cloud Engineer	$ 109.25	$ 110.50	$ 107.96	$ 110.50	$ 99.86	$ 109.25	$ 109.00	$ 109.50	$ 103.50
15	COBOL Programmer	$ 86.25	$ 86.23	$ 86.85	$ 90.36	$ 87.50	$ 85.28	$ 85.00	$ 90.00	$ 89.20
16	CRM Architect	$ 128.75	$ 130.48	$ 122.50	$ 124.34	$ 130.00	$ 128.75	$ 140.00	$ 133.80	$ 120.00
17	Cyber Security Analyst	$ 95.75	$ 108.03	$ 98.60	$ 102.75	$ 95.55	$ 98.30	$ 95.00	$ 95.00	$ 98.21
18	Cyber/Information Security Engineer	$ 111.25	$ 116.25	$ 112.50	$ 111.25	$ 110.00	$ 111.25	$ 110.00	$ 110.00	$ 110.00
19	Data Administrator	$ 88.86	$ 89.75	$ 95.00	$ 95.00	$ 90.00	$ 89.75	$ 89.43	$ 92.28	$ 93.75
20	Data Analyst	$ 90.36	$ 93.46	$ 93.54	$ 100.98	$ 92.50	$ 91.25	$ 88.35	$ 94.78	$ 92.25
21	Data Architect	$ 131.99	$ 127.44	$ 125.00	$ 122.50	$ 135.00	$ 132.50	$ 130.00	$ 135.00	$ 127.50
22	Data Center Operation Control	$ 85.00	$ 82.50	$ 82.50	$ 85.00	$ 82.50	$ 81.25	$ 85.00	$ 82.50	$ 80.00
23	Data Center Operations/Administrator	$ 85.00	$ 86.47	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		OK	OR	PA	RI	SC	SD	TN	TX	UT
24	Data Scientist	$ 111.25	$ 113.30	$ 108.48	$ 113.61	$ 112.50	$ 111.25	$ 110.00	$ 116.90	$ 108.38
25	Database Administrator	$ 96.25	$ 105.00	$ 97.10	$ 97.50	$ 98.05	$ 99.40	$ 93.75	$ 97.50	$ 100.48
26	Database Analyst	$ 90.36	$ 95.00	$ 95.00	$ 97.60	$ 92.50	$ 91.25	$ 90.00	$ 92.28	$ 93.75
27	Database Architect	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
28	Desktop Support Technician	$ 42.50	$ 49.80	$ 47.48	$ 50.00	$ 40.93	$ 45.05	$ 40.00	$ 42.15	$ 44.88
29	Developer	$ 90.00	$ 91.25	$ 92.50	$ 91.21	$ 87.50	$ 90.00	$ 90.00	$ 91.75	$ 88.75
30	EDI Specialist	$ 90.36	$ 96.93	$ 97.10	$ 106.55	$ 93.05	$ 91.91	$ 90.00	$ 92.28	$ 98.06
31	Enterprise Architect	$ 132.50	$ 149.04	$ 130.00	$ 131.25	$ 135.00	$ 132.50	$ 137.50	$ 136.00	$ 130.00
32	Help Desk Analyst	$ 35.74	$ 45.00	$ 39.70	$ 45.00	$ 35.50	$ 37.46	$ 35.00	$ 37.25	$ 35.75
33	Information Security Analyst	$ 90.36	$ 100.00	$ 97.00	$ 96.25	$ 87.50	$ 91.25	$ 89.90	$ 92.28	$ 93.75
34	Java Developer	$ 95.00	$ 106.64	$ 99.10	$ 105.80	$ 95.00	$ 97.71	$ 95.00	$ 96.45	$ 98.75
35	Machine Learning Developer	$ 100.00	$ 114.08	$ 105.98	$ 108.93	$ 101.93	$ 105.15	$ 100.00	$ 103.65	$ 103.75
36	Mobile applications developer	$ 100.00	$ 101.46	$ 97.50	$ 96.25	$ 97.50	$ 100.00	$ 100.00	$ 97.50	$ 93.75
37	Mobile Specialist	$ 97.50	$ 101.25	$ 100.00	$ 97.50	$ 97.50	$ 97.50	$ 95.00	$ 97.50	$ 101.25
38	Network Administrator	$ 81.25	$ 85.00	$ 84.35	$ 85.00	$ 82.80	$ 80.54	$ 80.00	$ 82.50	$ 85.19
39	Network Engineer	$ 78.21	$ 90.00	$ 86.85	$ 90.36	$ 82.80	$ 80.93	$ 85.00	$ 84.53	$ 89.20
40	Network Security Administrator	$ 90.00	$ 94.83	$ 93.23	$ 99.49	$ 89.18	$ 90.00	$ 90.00	$ 90.00	$ 92.25
41	Network Security Architect	$ 120.00	$ 120.00	$ 117.50	$ 116.67	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 118.75
42	Network Security Engineer	$ 91.91	$ 105.30	$ 100.00	$ 106.25	$ 96.15	$ 93.46	$ 90.00	$ 99.88	$ 101.25
43	Oracle/PeopleSoft DBA	$ 100.00	$ 107.50	$ 100.00	$ 109.00	$ 100.00	$ 100.00	$ 100.00	$ 105.00	$ 100.00
44	PEGA Lead Business Architect	$ 130.00	$ 130.00	$ 127.50	$ 128.80	$ 130.00	$ 130.00	$ 130.00	$ 131.00	$ 127.50
45	PeopleSoft Functional Analyst	$ 120.61	$ 125.00	$ 125.00	$ 122.50	$ 117.50	$ 122.50	$ 120.00	$ 117.50	$ 118.75
46	PeopleSoft Functional SME	$ 126.84	$ 137.43	$ 135.10	$ 137.30	$ 123.55	$ 131.49	$ 120.00	$ 122.78	$ 128.81

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		OK	OR	PA	RI	SC	SD	TN	TX	UT
47	Product Manager	$ 110.00	$ 111.25	$ 112.35	$ 111.25	$ 110.80	$ 111.18	$ 110.00	$ 110.03	$ 113.75
48	Product Specialist	$ 100.00	$ 106.32	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
49	Program Manager	$ 115.00	$ 118.50	$ 115.00	$ 115.00	$ 112.50	$ 115.00	$ 115.00	$ 112.50	$ 113.75
50	Project Manager	$ 101.25	$ 106.20	$ 102.50	$ 101.25	$ 107.50	$ 101.25	$ 103.75	$ 102.50	$ 103.75
51	Quality Assurance Analyst	$ 84.03	$ 85.00	$ 87.50	$ 86.25	$ 82.50	$ 81.25	$ 81.61	$ 83.40	$ 87.50
52	Quality Assurance Engineer	$ 90.00	$ 90.00	$ 90.73	$ 91.25	$ 89.18	$ 90.00	$ 90.00	$ 90.00	$ 90.00
53	Robotic Process Engineer	$ 97.50	$ 95.00	$ 95.00	$ 102.50	$ 95.00	$ 97.50	$ 96.25	$ 95.00	$ 95.00
54	RPA Solution Architect/Developer	$ 122.50	$ 123.75	$ 120.00	$ 121.53	$ 120.00	$ 122.50	$ 121.25	$ 124.88	$ 120.00
55	Salesforce Developer	$ 103.75	$ 113.61	$ 110.98	$ 114.78	$ 101.93	$ 108.96	$ 110.00	$ 103.40	$ 106.29
56	SAP Specialist	$ 120.00	$ 125.00	$ 120.00	$ 120.00	$ 117.50	$ 120.00	$ 119.35	$ 117.50	$ 118.75
57	Scrum Master	$ 99.40	$ 105.91	$ 100.50	$ 102.50	$ 100.50	$ 100.25	$ 100.00	$ 101.65	$ 100.75
58	Security Administrator	$ 89.61	$ 94.40	$ 92.00	$ 90.50	$ 92.00	$ 90.50	$ 88.35	$ 91.78	$ 93.50
59	Security Analyst	$ 92.34	$ 97.50	$ 97.10	$ 97.50	$ 95.55	$ 96.05	$ 90.00	$ 94.78	$ 100.48
60	Security Engineer	$ 96.05	$ 106.20	$ 100.98	$ 113.61	$ 99.43	$ 97.60	$ 95.00	$ 100.65	$ 105.13
61	SharePoint Architect	$ 117.00	$ 117.00	$ 115.50	$ 117.00	$ 118.00	$ 117.00	$ 120.00	$ 123.25	$ 115.75
62	SharePoint Developer	$ 96.25	$ 97.75	$ 97.00	$ 106.25	$ 97.50	$ 96.25	$ 100.00	$ 103.00	$ 98.75
63	Solutions Architect	$ 135.74	$ 135.18	$ 132.50	$ 131.25	$ 135.00	$ 136.25	$ 136.05	$ 135.00	$ 127.50
64	System Administrator	$ 86.25	$ 85.84	$ 87.50	$ 89.93	$ 87.50	$ 86.25	$ 85.00	$ 87.50	$ 85.19
65	System Engineer	$ 81.25	$ 86.23	$ 81.85	$ 81.25	$ 82.80	$ 84.03	$ 85.00	$ 82.03	$ 82.50
66	Technical Writer	$ 67.74	$ 85.00	$ 79.35	$ 77.43	$ 72.80	$ 69.29	$ 68.75	$ 78.03	$ 81.25
67	Tester	$ 80.54	$ 85.00	$ 85.90	$ 85.00	$ 84.35	$ 81.25	$ 80.00	$ 83.58	$ 88.00
68	UI Developer-Designer	$ 90.25	$ 92.00	$ 93.00	$ 90.25	$ 88.00	$ 90.25	$ 88.35	$ 88.00	$ 89.50
69	UX Developer	$ 87.50	$ 95.00	$ 95.00	$ 95.00	$ 85.00	$ 87.50	$ 85.00	$ 85.00	$ 84.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		OK	OR	PA	RI	SC	SD	TN	TX	UT
70	Telecom Administrator	$ 82.50	$ 83.75	$ 82.78	$ 86.50	$ 80.45	$ 83.58	$ 85.00	$ 80.00	$ 80.00
71	Telecom Engineer	$ 84.35	$ 92.05	$ 88.39	$ 85.30	$ 82.50	$ 86.50	$ 85.00	$ 86.35	$ 80.00
72	Telecom Technician	$ 62.90	$ 65.31	$ 60.16	$ 69.88	$ 57.84	$ 66.00	$ 58.75	$ 57.38	$ 50.00
73	Network Technician	$ 55.00	$ 61.68	$ 54.39	$ 64.28	$ 50.00	$ 57.90	$ 52.50	$ 50.86	$ 51.48
74	Mainframe Systems Programer	$ 81.85	$ 84.99	$ 80.00	$ 82.50	$ 83.75	$ 82.50	$ 80.15	$ 83.75	$ 80.00
75	Content Management Administration	$ 87.50	$ 90.00	$ 93.75	$ 96.00	$ 89.29	$ 91.98	$ 89.93	$ 93.41	$ 90.00
76	Application Technical Specialist	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
77	Infrastructure Technical Architect	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
78	Business Subject Matter Expert	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
79	Senior Consultant	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	PEGA Developer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		VT	VA	WA	WV	WI	WY	Guam	Puerto Rico	USVI
1	.Net Developer	$ 93.83	$ 92.50	$ 100.00	$ 92.50	$ 88.75	$ 90.00	$ 90.00	$ 88.75	$ 88.75
2	Application Developer	$ 93.83	$ 92.50	$ 98.75	$ 92.50	$ 88.75	$ 90.00	$ 88.00	$ 87.25	$ 87.25
3	Application Support Analyst	$ 87.50	$ 86.00	$ 95.00	$ 85.90	$ 85.00	$ 85.00	$ 80.00	$ 83.75	$ 83.75
4	Application Systems Analyst / Programmer	$ 95.00	$ 95.00	$ 102.50	$ 92.61	$ 92.50	$ 95.00	$ 85.00	$ 85.00	$ 87.25
5	Architect	$ 132.50	$ 130.00	$ 137.50	$ 127.50	$ 126.25	$ 130.00	$ 130.00	$ 125.00	$ 125.00
6	Artificial Intelligence ("AI") Architect	$ 140.00	$ 140.00	$ 155.10	$ 140.00	$ 140.00	$ 145.00	$ 140.00	$ 143.75	$ 143.75
7	AI Engineer	$ 114.69	$ 97.50	$ 118.18	$ 108.90	$ 97.50	$ 100.00	$ 90.00	$ 97.50	$ 97.50
8	Big Data Architect	$ 135.00	$ 137.50	$ 157.70	$ 135.00	$ 137.50	$ 140.00	$ 140.00	$ 137.50	$ 137.50
9	Big Data Engineer	$ 123.19	$ 100.70	$ 122.83	$ 111.28	$ 96.21	$ 91.80	$ 96.36	$ 88.75	$ 90.39
10	Business Analyst	$ 85.00	$ 85.13	$ 91.75	$ 82.50	$ 83.90	$ 85.00	$ 75.00	$ 80.36	$ 81.53
11	Business Intelligence Analyst/Developer	$ 93.83	$ 95.00	$ 104.71	$ 92.28	$ 92.50	$ 95.00	$ 85.00	$ 85.00	$ 85.00
12	Business Intelligence Architect/Developer	$ 117.50	$ 120.00	$ 128.75	$ 117.50	$ 118.75	$ 120.00	$ 120.00	$ 115.00	$ 116.35
13	Cloud Architect	$ 138.22	$ 141.15	$ 150.60	$ 137.50	$ 143.75	$ 150.00	$ 150.00	$ 143.75	$ 143.75
14	Cloud Engineer	$ 112.00	$ 98.80	$ 109.75	$ 106.88	$ 96.21	$ 91.80	$ 90.00	$ 88.75	$ 88.75
15	COBOL Programmer	$ 87.45	$ 87.63	$ 94.00	$ 82.03	$ 84.29	$ 86.80	$ 75.00	$ 81.53	$ 82.50
16	CRM Architect	$ 125.72	$ 120.00	$ 144.35	$ 122.50	$ 120.00	$ 120.00	$ 158.10	$ 149.74	$ 150.00
17	Cyber Security Analyst	$ 102.70	$ 96.50	$ 103.72	$ 96.50	$ 97.18	$ 95.00	$ 97.65	$ 91.17	$ 98.06
18	Cyber/Information Security Engineer	$ 112.50	$ 110.00	$ 117.63	$ 112.50	$ 110.00	$ 110.00	$ 110.00	$ 107.50	$ 107.50
19	Data Administrator	$ 91.50	$ 95.00	$ 101.64	$ 91.28	$ 92.50	$ 95.00	$ 80.00	$ 83.75	$ 83.75
20	Data Analyst	$ 95.69	$ 92.50	$ 102.89	$ 90.11	$ 88.75	$ 90.00	$ 75.00	$ 82.50	$ 82.50
21	Data Architect	$ 125.00	$ 127.50	$ 140.30	$ 125.00	$ 127.50	$ 130.00	$ 130.00	$ 127.50	$ 127.50
22	Data Center Operation Control	$ 82.50	$ 80.00	$ 80.00	$ 82.50	$ 80.00	$ 80.00	$ 80.00	$ 80.00	$ 80.00
23	Data Center Operations/Administrator	$ 85.00	$ 90.00	$ 93.75	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00

Participating Addendum Exhibit 1
Master Agreement #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		VT	VA	WA	WV	WI	WY	Guam	Puerto Rico	USVI
24	Data Scientist	$ 113.30	$ 107.03	$ 121.65	$ 107.38	$ 102.89	$ 108.50	$ 80.00	$ 95.00	$ 95.00
25	Database Administrator	$ 100.00	$ 97.90	$ 102.89	$ 94.78	$ 96.99	$ 102.30	$ 80.00	$ 91.25	$ 91.25
26	Database Analyst	$ 90.00	$ 95.00	$ 101.64	$ 89.00	$ 92.50	$ 95.00	$ 75.00	$ 82.50	$ 82.50
27	Database Architect	$ 120.00	$ 120.00	$ 137.80	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
28	Desktop Support Technician	$ 49.80	$ 44.38	$ 50.00	$ 44.40	$ 40.89	$ 46.50	$ 39.60	$ 42.05	$ 43.21
29	Developer	$ 91.33	$ 88.47	$ 98.75	$ 90.00	$ 88.75	$ 90.00	$ 78.00	$ 83.25	$ 83.25
30	EDI Specialist	$ 96.93	$ 99.31	$ 101.64	$ 91.50	$ 93.33	$ 100.75	$ 75.00	$ 82.50	$ 82.50
31	Enterprise Architect	$ 135.60	$ 131.15	$ 150.75	$ 130.00	$ 130.00	$ 130.00	$ 150.00	$ 143.75	$ 145.98
32	Help Desk Analyst	$ 41.58	$ 37.11	$ 45.38	$ 36.60	$ 35.75	$ 36.00	$ 36.96	$ 40.14	$ 41.30
33	Information Security Analyst	$ 97.50	$ 95.00	$ 101.64	$ 94.78	$ 90.75	$ 85.00	$ 83.16	$ 82.50	$ 83.28
34	Java Developer	$ 106.43	$ 95.00	$ 104.71	$ 95.00	$ 95.00	$ 95.00	$ 96.10	$ 96.51	$ 98.15
35	Machine Learning Developer	$ 111.08	$ 99.48	$ 111.20	$ 101.15	$ 103.75	$ 104.64	$ 105.40	$ 103.48	$ 106.38
36	Mobile applications developer	$ 97.50	$ 100.42	$ 103.00	$ 97.50	$ 93.75	$ 95.00	$ 110.00	$ 106.25	$ 106.25
37	Mobile Specialist	$ 100.00	$ 101.25	$ 101.25	$ 100.00	$ 101.25	$ 105.00	$ 120.00	$ 111.25	$ 111.25
38	Network Administrator	$ 85.00	$ 85.13	$ 90.75	$ 82.50	$ 83.90	$ 85.00	$ 80.00	$ 81.61	$ 82.78
39	Network Engineer	$ 87.45	$ 91.06	$ 90.00	$ 82.03	$ 84.29	$ 86.80	$ 75.00	$ 81.53	$ 82.50
40	Network Security Administrator	$ 93.05	$ 94.05	$ 102.03	$ 87.63	$ 87.51	$ 93.00	$ 85.00	$ 85.00	$ 85.00
41	Network Security Architect	$ 118.86	$ 120.00	$ 134.71	$ 117.50	$ 118.75	$ 120.00	$ 120.00	$ 117.50	$ 117.50
42	Network Security Engineer	$ 101.55	$ 103.95	$ 110.04	$ 94.60	$ 99.23	$ 105.00	$ 90.00	$ 88.75	$ 88.75
43	Oracle/PeopleSoft DBA	$ 104.50	$ 100.00	$ 126.58	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 98.75	$ 98.75
44	PEGA Lead Business Architect	$ 130.00	$ 125.00	$ 145.26	$ 127.50	$ 127.50	$ 130.00	$ 130.00	$ 130.00	$ 130.00
45	PeopleSoft Functional Analyst	$ 125.00	$ 120.00	$ 128.75	$ 122.78	$ 118.75	$ 120.00	$ 120.00	$ 127.50	$ 127.50
46	PeopleSoft Functional SME	$ 137.43	$ 130.06	$ 133.64	$ 132.00	$ 125.33	$ 131.75	$ 127.10	$ 126.49	$ 127.65

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2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		VT	VA	WA	WV	WI	WY	Guam	Puerto Rico	USVI
47	Product Manager	$ 112.50	$ 113.13	$ 119.84	$ 110.03	$ 112.36	$ 110.00	$ 110.00	$ 106.25	$ 106.25
48	Product Specialist	$ 100.70	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 102.96	$ 85.02	$ 93.79
49	Program Manager	$ 115.00	$ 115.11	$ 123.75	$ 115.00	$ 113.75	$ 115.00	$ 109.56	$ 115.00	$ 115.73
50	Project Manager	$ 102.50	$ 102.50	$ 110.00	$ 102.50	$ 103.75	$ 105.00	$ 100.00	$ 100.00	$ 100.00
51	Quality Assurance Analyst	$ 85.00	$ 85.00	$ 94.00	$ 85.00	$ 83.75	$ 85.00	$ 73.92	$ 81.25	$ 81.25
52	Quality Assurance Engineer	$ 90.00	$ 90.00	$ 94.00	$ 87.63	$ 87.51	$ 90.00	$ 75.00	$ 82.50	$ 82.50
53	Robotic Process Engineer	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 90.00	$ 93.75	$ 93.75
54	RPA Solution Architect/Developer	$ 123.75	$ 120.00	$ 149.50	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 117.50	$ 117.50
55	Salesforce Developer	$ 114.08	$ 99.38	$ 114.90	$ 108.65	$ 101.55	$ 110.05	$ 90.00	$ 88.75	$ 88.75
56	SAP Specialist	$ 120.00	$ 120.00	$ 123.75	$ 120.00	$ 118.75	$ 115.00	$ 120.00	$ 115.00	$ 115.00
57	Scrum Master	$ 105.00	$ 100.50	$ 117.90	$ 100.50	$ 100.75	$ 101.00	$ 100.00	$ 98.75	$ 98.75
58	Security Administrator	$ 92.00	$ 92.00	$ 101.64	$ 91.00	$ 93.50	$ 95.00	$ 80.00	$ 91.25	$ 91.25
59	Security Analyst	$ 100.00	$ 97.88	$ 103.96	$ 94.78	$ 96.99	$ 102.30	$ 79.20	$ 88.75	$ 89.85
60	Security Engineer	$ 104.85	$ 101.75	$ 115.65	$ 97.88	$ 101.64	$ 108.50	$ 75.00	$ 90.00	$ 90.00
61	SharePoint Architect	$ 118.00	$ 118.00	$ 128.75	$ 115.50	$ 115.75	$ 116.00	$ 110.00	$ 117.50	$ 117.50
62	SharePoint Developer	$ 100.50	$ 95.00	$ 105.75	$ 96.00	$ 94.00	$ 95.00	$ 85.00	$ 85.00	$ 85.00
63	Solutions Architect	$ 132.50	$ 125.00	$ 145.88	$ 132.50	$ 127.50	$ 130.00	$ 140.00	$ 135.00	$ 135.00
64	System Administrator	$ 86.68	$ 85.13	$ 89.59	$ 85.00	$ 83.90	$ 85.25	$ 75.00	$ 80.36	$ 81.53
65	System Engineer	$ 82.50	$ 85.13	$ 89.59	$ 79.53	$ 80.36	$ 85.00	$ 75.00	$ 81.53	$ 82.50
66	Technical Writer	$ 80.65	$ 75.75	$ 87.51	$ 72.70	$ 76.70	$ 85.00	$ 65.00	$ 77.86	$ 79.03
67	Tester	$ 85.00	$ 86.68	$ 88.00	$ 83.58	$ 85.00	$ 85.00	$ 71.28	$ 80.00	$ 80.49
68	UI Developer-Designer	$ 90.50	$ 93.00	$ 90.75	$ 90.50	$ 89.50	$ 91.00	$ 80.00	$ 83.75	$ 83.75
69	UX Developer	$ 90.00	$ 90.00	$ 87.25	$ 90.00	$ 84.00	$ 85.00	$ 78.00	$ 83.25	$ 83.25

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2. NTE Hourly Rate Sheet

#	POSITION TITLE	NTE FULLY BURDENDED HOURLY BASE RATE BY JURISDICTION								
		VT	VA	WA	WV	WI	WY	Guam	Puerto Rico	USVI
70	Telecom Administrator	$ 83.75	$ 80.00	$ 80.00	$ 80.00	$ 80.00	$ 81.25	$ 80.00	$ 81.61	$ 82.78
71	Telecom Engineer	$ 86.65	$ 76.00	$ 85.00	$ 83.15	$ 75.00	$ 77.50	$ 75.00	$ 82.50	$ 82.50
72	Telecom Technician	$ 64.23	$ 50.00	$ 62.40	$ 55.51	$ 50.00	$ 53.78	$ 50.00	$ 50.00	$ 50.00
73	Network Technician	$ 60.80	$ 50.00	$ 62.40	$ 50.86	$ 50.16	$ 52.23	$ 54.25	$ 50.00	$ 53.42
74	Mainframe Systems Programer	$ 80.00	$ 80.00	$ 85.00	$ 80.00	$ 80.00	$ 77.50	$ 75.00	$ 82.50	$ 82.50
75	Content Management Administration	$ 88.75	$ 92.50	$ 95.00	$ 88.75	$ 85.00	$ 86.70	$ 85.00	$ 85.00	$ 85.00
76	Application Technical Specialist	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
77	Infrastructure Technical Architect	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
78	Business Subject Matter Expert	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
79	Senior Consultant	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	PEGA Developer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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3. IT Position Descriptions

#	POSITION TITLE	QUALIFICATIONS	DUTIES AND RESPONSIBILITIES
1	.Net Developer	Bachelor's degree of Computer Science, Management Information Systems, or related degree. Familiarity of software development methodologies, standards, coding best practices and general debugging procedures. experience with SQL server and Oracle databases. familiarity with using SQL, PL/SQL, or T-SQL. .NET languages, html, Web Architecture	Design, code, and test computer software in a .NET framework. Perform application development for software debugging, scripting, source control, and change requests. Utilize SQL server on a VB.NET platform. Support and maintain configurations to in-house applications
2	Application Developer	Programming languages, Codinf Knowledge, Detail Orientation, .NET, Agile, Application Development, CSS, APIS, C#, Analysis Skills, AWS, C++	Hands-on experience in setting up IDE (Integrated Development Environment) and configuring it to a P8 environment (including P8 CE and PE) Understanding of FileNet products including: Image Services, CFS-IS, P8 Content Manager, Business Process Manager, Process Analyzer, BAM, Records Manager and others. Hand-on experience in Java / J2EE programming using FileNet P8 CE, PE, WAT APIs etc. and running Database SQL queries Knowledge of best practices for systems deployment, testing, administration, operation and disaster recovery. Proactive and self-directed management and organizational skills. Strong verbal and written communication Other technical certifications and/or training a plus (eg. Operating Systems, Databases, Application Servers, Programming Languages, Network Protocols).
3	Application Support Analyst	Degree in Computer Science or equivalent, Windows administration and technical customer support experience, Knowledge of Microsoft Windows operating systems for Servers and Workstations, Experience running queries in Microsoft SQL Server, Microsoft Office 365, Experience with Visual Studio, .NET, C#, Webforms, SQL, JavaScript, HTML, CSS, Entity Framework, MVC, Shell, jQuery	The Application Support Analyst is responsible for providing technical support and guidance to our clients by answering their requests & addressing incidents regarding both server-side and client-side applications, by delivering advanced technical and troubleshooting skills, communication abilities, problem solving orientation, and computer proficiency on a day-to-day basis. Duties/Responsibilities: Ensure that all service level agreements (SLAs) are met and delivered according to Support specifications Log and document all incidents within a ticketing system and problems within ServiceNow Analyze, diagnose root causes, known errors and resolve challenging issues relating to software applications, Windows OS, SQL Server databases and other related technologies Refer incidents to other parties when an incident is beyond your current skill-set Proactively monitor, document and fix problems or anomalies found at our clients' installations Manage and exceed customers' expectation by providing excellent service Ensure that all service level agreements (SLAs) are met and delivered according to Support specifications Versatility to rotation shift & pager scheduling Participate in sharing knowledge and publishing Knowledge articles Participate in any project deemed necessary by the organization
4	Application Systems Analyst / Programmer	Technical degree and/or equivalent experience in troubleshooting, SaaS management, web development, and/or software development. Experience using ticketing and tracking systems such as JIRA, Version One, or Service Now (list not all-inclusive). JavaScript and HtML5 knowledge and experience. Business process design, application support	Experience installing, configuring, documenting, testing, training, and implementing new applications and systems. Computer, hardware, software, and analytical skills. Proven ability to assess business needs and translate them into relevant solutions. Strong understanding and knowledge of the principles and practices associated with database maintenance and administration. Develop, analyze, prioritize, and organize requirement specifications, data mapping, diagrams, and flowcharts for developers and testers to follow.

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5	Architect	undergraduate degree in architecture from an accredited college or university, Proficient in Revit and sketch up. Knowledge of Enscape, Bluebeam, Photoshop, InDesign. Have a full understanding of building codes and industry best practices. Knowledge of building materials, specifications, and construction techniques.	Under general supervision, reviews construction documents, develops/implements standards for buildings/projects which meet the requirements of the Americans with Disabilities Act (ADA) and related building and accessibility codes. Serves as an expert consultant evaluating compliance with accessibility standards for new construction and alterations, barrier removal, and program state and federal accessibility obligations; provides highly technical and professional architectural assistance by conducting onsite surveys and reviews of buildings and facilities, by conducting critical reviews of architectural plans, specifications, and photographic evidence of accessibility; assists in developing technical assistance materials and guidance; and provides expert advice and guidance to top management, other architects within the agency, and other state and local governments, private firms, and individuals. The incumbent also performs other job-related duties as assigned.
6	Artificial Intelligence ("AI") Architect	Bachelors or MS in Machine Learning, Computet Vision, Natural Language processing or a related field. experience architechting and developing AI and machine learning applications. Java, ESB, REST	Lead the end-to-end architecture and development of machine learning solutions. Implement machine learning algorithms into services and pipelines to be consumed at large-scale. Engineer large scale development systems using full-stack, distributed shallow and deep-learning technologies and big data technologies. Architect and develop a highly scalable, distributed, multi-tenant set of microservices backend solutions.
7	AI Engineer	Bachelor's or master's degree in computer science or related field. Two or more years of experience in applying AI to practical and comprehensive technology solutions. Knowledge of basic algorithms, object-oriented and functional design principles, and best-practice patterns. Experience in REST API development, NoSQL database design, and RDBMS design and optimizations	Manage and direct processes and R&D (research and development) to meet the needs of our AI strategy. Understand company and client challenges and how integrating AI capabilities can help lead to solutions. Lead cross-functional teams in identifying and prioritizing key areas of a partner's business where AI solutions can drive significant business benefit. Analyze and explain AI and machine learning (ML) solutions while setting and maintaining high ethical standards. Responsibilities: Work on functional design, process design (including scenario design, flow mapping), prototyping, testing, training, and defining support procedures, in collaboration with an advanced engineering team and executive leadership. Articulate and document the solutions architecture and lessons learned for each exploration and accelerated incubation. Manage a team in conducting assessments of the AI and automation market and competitor landscape
8	Big Data Architect	MS / BS degree in Computer Science, Mathematics, Engineering or related field. experience in Java and related frameworks. 3 + Years of Experience with Big Data and NoSQL platforms and technologies. hands-on experience with one or more major Hadoop distributions and various ecosystem components (e.g. MapReduce, MLLib, Impala, HBase, Spark etc.). experience with Scala and Cloudera. Experience with UML modeling tools. Experience in Agile methodologies like Scrum	Developing and implementing an overall organizational data strategy that is in line with business processes. The strategy includes data model designs, database development standards, implementation and management of data warehouses and data analytics systems. Identifying data sources, both internal and external, and working out a plan for data management that is aligned with organizational data strategy. Design and implement scalable Big Data architecture solutions for various application needs. Coordinating and collaborating with cross-functional teams, stakeholders, and vendors for the smooth functioning of the enterprise data system. Managing end-to-end data architecture, from designing the technical architecture, and developing the application to finally testing and implementing the proposed solution. Defining and managing the flow of data and dissemination of information within the organization. Implement Big Data systems in alignment with enterprise architecture and infrastructure guidelines and standards.
9	Big Data Engineer	Degree in computer science, mathematics, or engineering. Experience with Python, Spark, and Hive. Understanding of data-warehousing and data-modeling techniques. Knowledge of industry-wide visualization and analytics tools (ex: Tableau, R). Strong data engineering skills with Azure cloud platform. Knowledge of Core Java, Linux, SQL, and any scripting language	Develop and implement pipelines that extract, transform, and load data into an information product that helps the organization reach its strategic goals. Focus on ingesting, storing, processing, and analyzing large datasets. Create scalable, high-performance web services for tracking data. Translate complex technical and functional requirements into detailed designs. Investigate alternatives for data storing and processing to ensure implementation of the most streamlined solutions. Develop and maintain data pipelines using ETL processes. Help define data governance policies and support data-versioning processes. Maintain security and data privacy, working closely with data protection officer.

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10	Business Analyst	A bachelor's degree in business IT / Computer Science or a related field is standard, Agile, Business analysis, Data analysis skills, Jira, Microsoft Excel, Proven experience in eliciting requirements and testing, Solid experience in writing SQL queries, Basic knowledge in generating process documentation	Gather business requirements from users and translate into functional and technical specifications Document business processes and provide best practices recommendations Work as a liaison between the business and IT (QA, test, developers) Translate business needs into effective requirements statements Assess the business impact of requested and ongoing systems improvements Participate on project teams to ensure that implementation satisfies the business need and maximizes process and system integration Participates in enterprise-level project teams to identify and implement process and system improvements. Works with stakeholders to identify improvements and assess their relative priority Determines the appropriate course of action for new requests: immediate resolution through existing functionality, support request for quick implementation, or as part of a larger project Utilize experience in business processes for IT systems; business case development; requirements gathering; gap analysis; process mapping; solution design; and support Actively manages customer expectations and communicates status of pending projects Tracks backlog of requests and works with customer to incorporate these into subsequent projects based on priority Proven ability to take complex business requirements translating those requirements into functional requirements Requirements: Bachelors degree 7 years experience as business analyst focused on enterprise applications and IT systems Business process expertise desired in the areas of Accounting and Billing, Finance/Controlling, HR/Benefits/Payroll, Procurement, Contract Management, Quality Assurance, Legal/Regulatory Experience in business case development, requirements gathering and definition, gap analysis, process mapping, solution design Ability to handle multiple projects simultaneously in a dynamic, deadline-oriented environment Proven success as a business analyst, with demonstrated ability to facilitate discussion and build consensus Ability to produce quality requirements documents, process maps, use case diagrams. Ability to use various tools such as Visio and power point to graphically represent work flow diagrams, process flow and other information gathered
11	Business Intelligence Analyst/Developer	Bachelor’s degree finance, math, or data science. Hands-on knowledge of database tools SQL. Knowledge of programming languages like Python, Java, and R. Excel, Agile, Data modeling, Data analytics, Data mining, Data visualization. Familiarity with analytical tools like SAS, Hadoop, Spark, Hive, and Pig that may assist businesses in developing a solid BI strategy	Extraction and analysis of company information, primarily financial, personal, expense, and revenue reports. Writing data collection and processing procedures. Ensuring that data is being correctly gathered, stored, and analyzed. Reporting data findings to management. Continually monitor data collection. Develop methodologies to improve data analysis.
12	Business Intelligence Architect/Developer	Bachelor's and Master's Degree in Computer Science, Education, Business, Engineering, Technical, Information Technology, Information Systems, Mathematics, Management, Intelligence. Data Governance, Data Lifecycle Management and Privacy Principles , ETL tools , Business Intelligence tools and architectures, Data modeling and understanding of different data structures and their benefits and limitations under particular use cases, Data modeling tools, Data warehousing tools and techniques.	responsible for building and executing the technical infrastructure that enables business intelligence operations, including BI systems, apps, and data analysis tools. In addition, they are often responsible for selecting BI and analytics systems and ensuring all service-level agreements, as well as performance criteria, are fulfilled — tasks that do not typically come within the purview of BI analysts. Perform database administration, application performance tuning, workload management, DR (disaster recovery) strategy, application architecture. Pro-active monitoring & reporting on system performance KPI’s providing visibility into resource utilization of different workloads such as ETL & BI tool (MicroStrategy).
13	Cloud Architect	Bachelor's degree in computer science, computer engineering, information technology, or relevant field. 3-5+ years of experience designing, executing, and supporting IT cloud solutions.	Create a well-informed cloud strategy and manage the adaption process. Regularly evaluate cloud applications, hardware, and software. Develop and organize cloud systems. Work closely with IT security to monitor the company's cloud privacy. Respond to technical issues in a professional and timely manner. Offer guidance in infrastructure movement techniques including bulk application transfers into the cloud. Identify the top cloud architecture solutions to successfully meet the strategic needs of the company.
14	Cloud Engineer	Bachelor’s degree (or equivalent) in computer science, information technology, or mathematics. Knowledge of web services, API, REST, and RPC. experience in architecting, designing, developing, and implementing cloud solutions on AWS platforms. Understanding of and experience with the five pillars of a well-architected framework. Experience in several of the following areas: database architecture, ETL, business intelligence, big data, machine learning, advanced analytics.	A Cloud Engineer is responsible for the design, management, and maintenance of a cloud infrastructure. The duties also include following best practices and ensuring the security of the network. A Cloud Engineer has multiple roles and needs to have a well-rounded knowledge of software development, scripting languages, and a background in designing web services in the cloud. At the direction of lead architects, develop and implement technical efforts to design, build, and deploy AWS applications, including large-scale data processing, computationally intensive statistical modeling, and advanced analytics. Participate in all aspects of the software development lifecycle for AWS solutions, including planning, requirements, development, testing, and quality assurance,
15	COBOL Programmer	Bachelor's and Master's Degree in Computer Science, Education, Engineering, Technical, Information Systems, Information Technology, Business, Software Development, Technology, Computer. End-to-end systems development life cycles. Experience in an IT Service management System and ITIL processes. COBOL . Agile and other modern approaches to software development. Basic financial analysis principles and ratios	Review and assess current business processes • Document processes • Identify project requirements • Assist in development of test and implementation plans • Assist in the development of customer documentation • Participate in the analysis and development of online and batch processes • Provides analysis, definition, and direction to computer applications related development and maintenance activities. • Ensures correct business functionality, requirements, and industry standards are addressed within the computer application • Develop detailed business user requirements, system documentation, workflow procedures This position will perform the following: o Review Technical Documents. o Collect, develop, analyze, and edit Business Process Diagrams. o Interview Business Users & Subject Matter Experts.

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16	CRM Architect	Bachelor's and Master's Degree in Computer Science, Engineering, Information Technology, Technical, Business/Technology, Business, Education, Management, MBA, Computer Engineering. C#, .NET, Business processes in BSS and OSS areas , Defining CRM architecture and integration points in BSS environment, Order management	Produces robust Solution analysis to support development of future team operational direction and activity. Describe the primary business functions and distinguish between client-facing, business execution and business management functions. Identifies opportunities for shared functionality and automated solutions in the front to back support environment. Collaborate with Change the Bank and Run the Bank project leaders to identify opportunities for technical process design and improvement. Maintains awareness of compliance with policy and procedure as it relates to all departmental activity. Supports implementation of architecture improvements. Defines/Finetunes the current architecture state. Defines the future state and the roadmap to it.Interfaces with GTB architects and beyond
17	Cyber Security Analyst	Azure, AWS, Agile, Cybersecurity, Analysis skills, DevOps, Computer networking, encryption, Cloud infrastructure	Setting access and permissions for new users on the network according to their job role. Observing trends in data security and implementing those that would benefit the business most. Compiling and presenting reports to the board of directors, management team and colleagues. Training all staff in data handling, storage, management and security. Maintaining a working knowledge of industry best practices and relevant legislation
18	Cyber/Information Security Engineer	A degree in computer science, IT, systems engineering, or related qualification. work experience with incident detection, incident response, and forensics. Experience with Firewalls, Office 365 Security, VSX, and Endpoint Security. Proficiency in Python, C++, Java, Ruby, Node, Go, and/or Power Shell.	Cyber security engineers are expected to have meticulous attention to detail, outstanding problem-solving skills, work comfortably under pressure, and deliver on tight deadlines. To ensure success, a cyber security engineer must display an excellent understanding of technology infrastructures using Firewalls, VPN, Data Loss Prevention, IDS/IPS, Web-Proxy, and Security Audits. Top candidates will be comfortable working with a variety of technologies, security problems, and troubleshooting of the network. Cyber Security Engineer Responsibilities: Planning, implementing, managing, monitoring, and upgrading security measures for the protection of the organization's data, systems, and networks. Troubleshooting security and network problems. Responding to all system and/or network security breaches. Ensuring that the organization's data and infrastructure are protected by enabling the appropriate security controls. Testing and identifying network and system vulnerabilities. Daily administrative tasks, reporting, and communication with the relevant departments in the organization.
19	Data Administrator	bachelor’s degree in Computer Science or Computer information systems. Familiarity with database queries. Knowledge of database design and theories. Ability to work with data architects and other IT specialist to set up, maintain and monitor data networks. Knowledge of database structure languages, such as SQL or SQL/PSM. Experience with server installation and maintenance. Knowledge of IT security best practices.	responsible for overseeing the maintenance and security measures of company databases. Their duties include monitoring and updating malware protection software to combat potential security breaches, creating account data for authorized individuals to access databases and organizing databases so individuals can find important documents in an efficient manner. their duties and responsibilities may extend to several other areas, such as: Extracting and/or loading data, Setting up cybersecurity measures, Ensuring all hardware and software are updated, Authenticating data, Monitoring the performance of hardware and software, Configuring servers and databases, Ethically handling private data, including financial and/or healthcare data for certain companies
20	Data Analyst	bachelor’s degree in a field like mathematics, statistics, economics, finance or computer science. Technical writing skills. Coding skills in languages such as Oracle and Python. Analytical and problem-solving skills, Experience with statistical software, Reporting and data visualization skills	Data Analysts collect data, such as sales numbers or market research, to help companies make the right decisions. This work encompasses several duties and responsibilities, including: Work with executives and other business leaders to identify opportunities for improvement. Create reports for internal teams and/or external clients. Collaborate with team members to collect and analyze data. Use graphs, infographics and other methods to visualize data. Establish KPIs to measure the effectiveness of business decisions. Structure large data sets to find usable information.
21	Data Architect	Bachelor's degree in mathematics, statistics, computer science or related field, Strong math and analytical skills are essential to complete job requirements successfully, Able to compile and organize statistical information retrieved and present findings to management, Strong computer skills and ability to use necessary databases and software	Research and properly evaluate sources of information to determine possible limitations in reliability or usability, Apply sampling techniques to effectively determine and define ideal categories to be questioned, Compare and analyze provided statistical information to identify patterns, relationships and problems. Define and utilize statistical methods to solve industry-specific problems in varying fields, such as economics and engineering. Prepare detailed reports for management and other departments by analyzing and interpreting data. Train assistants and other members of the team how to properly organize findings and read data collected, Design computer code using various languages to improve and update software and applications
22	Data Center Operation Control	Bachelor's and Associate Degree in Computer Science, Technical, Engineering, Education, Mechanical Engineering, Management, Electrical Engineering, Business, Information Technology, Information Systems, Linux, UNIX administration, Change Control & Incident Management processes, Copper and fibers cabling installations and standards, Switches, Industry data center standards, Server hardware	. Lead the implementation of infrastructure into new computing facilities and ensure availability, security and reliability of systems and networks with high quality installations and fast implementation cycles. The project manager manages “schedules” of all projects in Operations & IT. Responsible for approximately 27 detailed SLA/SLO metrics addressing availability, assets, operations milestone completion, incident management, facility health, capacity, and backups. Backup operations management,

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23	Data Center Operations/Administrator	Bachelor's and Associate Degree in Computer Science, Technical, Information Technology, Education, Engineering, Associates, Technology, Management Information Systems, Mathematics, Business/Information Systems, Datacenter design and construction, Current network hardware and standards, Azure, Active Directory	Data center administrator provides technical support and training to the operational staff for ongoing support of existing Data Center Infrastructure solutions. responsibilities for this position include: Research new technologies and present recommendations and justifications on hardware and software purchases, Ensure data center and asset polices are adhered to, Hands-on repair of equipment, Build, Install, troubleshoot, and maintain server, networking, and storage systems in a multi-platform environment, Manage system capacity and performance, verify application logs and monitor activity on all FAX, Telephony and Windows based production facing services, Performs complex software/hardware troubleshooting, patches and re-installations in cooperation with the Admin teams and in accordance with the change control process
24	Data Scientist	Master’s or PHD in Statistics, Mathematics, Computer Science or another quantitative field. Strong problem solving skills, product development. Experience using statistical computer languages (R, Python, SLQ, etc.) to manipulate data and draw insights from large data sets. Experience working with and creating data architectures. Knowledge of a variety of machine learning techniques (clustering, decision tree learning, artificial neural networks, etc.) and their real-world advantages/drawbacks. A drive to learn and master new technologies and techniques. Coding knowledge and experience with several languages: C, C++, Java, JavaScript.	Work with stakeholders throughout the organization to identify opportunities for leveraging company data to drive business solutions. Mine and analyze data from company databases to drive optimization and improvement of product development, marketing techniques and business strategies. Assess the effectiveness and accuracy of new data sources and data gathering techniques. Develop custom data models and algorithms to apply to data sets. Use predictive modeling to increase and optimize customer experiences, revenue generation, ad targeting and other business outcomes. Develop processes and tools to monitor and analyze model performance and data accuracy.
25	Database Administrator	A bachelor's degree in computer science or a related field, Advanced certification as an MCDBA or MCSD for .NET is advantageous. experience as a database administrator. Proficiency in data manipulation languages, including MS SQL, Oracle Database, Hadoop, or PostgreSQL, problem-solving skills, Up-to-date with trends and developments in database administration	The Database Administrator will work with a cross-section of internal IT partners to provide best practices advisement and implement enhancements/improvements to the SQL server environment. Work closely with Microsoft and VMWare technical leads in solving critical issues along the way. Primary Responsibilities: Review and provide best practices guidance on SQL server infrastructure running on latest Microsoft and VMWare technology to support all current and future district IT needs. Performs database designs, database modeling and logical and physical architecture improvements for better performance and support. Performs database maintenance and tuning including monitoring, troubleshooting and optimizing performance of the databases; capacity planning including allocating system storage and planning future storage requirements. Analyzes and troubleshoots disk, network, memory, and CPU specific performance issues on high volume OLTP servers. Document database physical architecture, ensures adequate backup and restore policies are in place Create high capacity resilient SQL infrastructure using various clustering techniques Qualifications Education: Bachelor's Degree in Computer Science or a related field required. Work Experience: 5 or more years of direct experience as a MS SQL Server DBA At least 10 years of experience in an information technology environment, with an understanding of networking, personal computers, and SANs. Must have experience with MS Windows Server, SQL Server 2008, SQL Server 2012, SQL server 2014, Replication, Mirroring High Availability (cluster servers) and DB clustering. Must have experience with power shell scripts <span style="font-family: Calib
26	Database Analyst	A bachelor's degree in computer science or a related field, professional work experience in Software Development, Maintenance, or Implementation, data analyst experience, Ability to analyze existing tools and databases and provide software solution recommendations, Ability to translate business requirements into non-technical, lay terms. High-level experience in methodologies and processes for managing large-scale databases. High-level written and verbal communication skills.	>9 yrs exp Maintains data storage and access by evaluating, designing and implementing company database[s]. Identifies data sources, constructs data decomposition diagrams, provides data flow diagrams and documents the process. Writes codes for database access, modifications and constructions. Relies on established guidelines and instructions to perform daily job functions. Works under immediate supervision and usually reports to a manager. May require a bachelor’s degree in a related area and 0–2 years of relevant experience. Full-time professional work experience in Software Development, Maintenance, or Implementation. Substitutions: Accredited college training may substitute for the required work experience with a maximum substitution of four (4) years. (Fifteen (15) semester hours in Information Technology or a related area is required.) Accredited graduate training in the above area may substitute for the required work experience with a maximum substitution of two (2) years. Successfully completion of an Information Technology Certification program, may substitute for the required work experience with a maximum substitution of two (2) years. (Proof of certification must accompany application.) Two (2) years of work experience as a Data Administrator ; Data Warehousing Administrator ; Data Architect ; Database Analyst-Intermediate ; Data Warehousing Analyst may substitute for all of the required experience.

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27	Database Architect	Bachelor of Science degree or equivalent education and 4 or more years of database administration, data warehousing, programming, and/or data analyst experience. Strong math and analytical skills, Experience working with private and sensitive personal information,Strong computer skills and ability to use necessary databases and software	The Database Architect will make recommendations for software, hardware, and any licensing necessary to implement the data model. The preferred solution will use an Open Source database system or Microsoft SQL Server. The data model will detail the storage structure necessary to securely, efficiently, effectively, and independently house District data for performance reporting, electronic data transfer (inter-application consolidation and distribution of data), and near real-time data analysis. The Database Architect will setup necessary hardware and software with staff assistance. The Database Architect will create necessary tables, security permissions, and other data structures as necessary to implement the data warehouse. The Database Architect will provide suggested deliverables and work requirements for subsequent data transfer, performance reporting, and real-time dashboard components for all upcoming projects. This position relies on experience and judgment to plan and accomplish goals and to perform a variety of complicated tasks. This position reports directly the Manager of Planning and Technology and will regularly work with the Technology Services team and with stakeholder throughout the organization. A wide degree of creativity and latitude is expected.
28	Desktop Support Technician	Required Skills: • 1 to 2+ years experience performing as a Helpdesk Analyst. • 1+ years hands on experience resolving issues with Microsoft Office Suites including Visio and Outlook. • Experience in troubleshooting and repairing Dell Desktops, Laptops, HP Printers and Plotters. • Experience in troubleshooting issues with Microsoft Windows XP and 2000. • A+ Certification. • Completion or working towards completion of MCSE. • The State is looking for a customer service oriented individual with people friendly skills. Preferred Skills: • Extensive experience with Microsoft Active Directory. • Ability to effectively and efficiently listen. • Experience in dealing with any type of customer and knowing how to meet customer expectations.	This position will report to the Helpdesk Manager. The candidate's role as part of the helpdesk support team is to ensure proper computer operation so that the end users can accomplish their business tasks. This includes receiving, prioritizing, documenting and actively resolving end user help requests. Problem resolution may involve the use of diagnostic and help request tracking tools. The individual will give in-person, hands-on help at the desktop level including installing, diagnosing, repairing, maintaining and upgrading all PC hardware and equipment to ensure optimal workstation performance. The successful candidate will have working knowledge of Windows XP and 2000; Microsoft Office Suites including Word, Excel, Visio and Outlook; and experience in troubleshooting and repairing Dell Desktops, Laptops, HP Printers and Plotters. The successful candidate must be willing to take alternating 8 hour work shifts manning the Call Desk between prime shift hours of 7:00 AM and 6:00 PM.
29	Developer	Bachelor's or Master's degree in Computer Science or a related field, Project management skills a plus. Excellent knowledge of the software development life cycle, Knowledge of code management systems (e.g. VSS) a plus. * 2+ years of experience with HTML, CSS required * 2+ years of client-side JavaScript programming experience is also required. * 2+ years of thorough knowledge of browser compatibility issues for all platforms/major browsers is necessary. * 4+ years of Microsoft server-side VBScript and ASP development experience is preferred. * 2+ years experience in SQL database programming is preferred. Experience with Agile and Scrum development methodologies	Experienced web developer needed to develop an automated user account system (complete with user-driven account creation, maintenance, and password recovery) for users logging into a web portal in a .NET environment where development is performed using Visual Studio 2005 and C#. Knowledge of how to develop for cross-browser compatibility is required. Must create and maintain basic technical requirements documentation, maintain developer's notes, and create technical product documentation. Must be a self-starter with ability to manage multiple tasks, meet deadlines and adapt to changing project requirements.
30	EDI Specialist	Bachelor's degree in computer science, information technology, or a similar field. experience as an EDI analyst. UX design experience. Advanced knowledge of software programming and coding languages including C++, Java, XML, CSV, and SQL. Excellent knowledge of software design and architecture principals. Experience with end-user training. Good communication and interpersonal skills.	Meeting with clients to discuss their data interchange needs. Analyzing business systems, networking configurations, and data storage facilities. Building customized data interchange systems for cross-company or department use. Testing and debugging the system. Gathering user feedback on the accuracy, efficiency, and functionality of the system. Adjusting and customizing the system based on user feedback. Deploying completed systems and providing maintenance support. Training end-users on the proper use of the system.
31	Enterprise Architect	bachelor's degree, enterprise architecture experience, analysis skills, TOGAF, Ability to diagnose problems quickly, Proven knowledge of system architecture, Ability to create a secure platform	Resource Responsibilities: This resource will provide architectural support for individual projects and serve as a knowledgeable resource for consultation across the enterprise initiatives. This resource will assist with laying the foundation of the enterprise architecture practice within the IT organization, as well as partner with IT Leaders, Business Relationship Managers, and Business partners to establish roadmaps. Responsibilities may include the following: • Provides overall direction, guidance, and definition of IT architecture to effectively support the corporate business strategy. • Supports all architectural disciplines and champions’ architectural initiatives. • Leads programs to develop, maintain, and govern the enterprise architecture across the organization. • Works on highly complex projects that require in-depth knowledge across multiple specialized architecture domains. • Leads the EA review board and ensures that the solutions are compliant with target-state architecture models. • Develops and communicates architectural policies, standards, guidelines, and procedures. • Manages exceptions to architectural standards at an enterprise level. • Reviews and/or analyzes and develops architectural requirements as needed for the organization. • Ensures the conceptual completeness of the technical solutions. • Provides strategic consultation to business and IT leaders. • Advises on options, risks, costs versus benefits, system impacts, and technology priorities.

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32	Help Desk Analyst	Bachelor's degree or equivalent experience. Help desk, Customer support, Active Directory, Computer networking, Analysis skills, IT support, Customer service	As part of the Information Technology Services (ITS), the consultant will be required to troubleshoot hardware, software and networking problems; interface with customers and vendors in person or by telephone to troubleshoot and resolve problems. The consultant will provide LAN support and support for computer equipment located throughout the state (2800+ desktops, 100+ laptops, 400+ networked multi-function devices and networked printers) at multiple locations across the state. Specific Services Required Desktop Services: Considerable imaging and deployment experience required. Familiarity with Free Open Ghost (FOG) a plus; but not required. GHOST 8.0 or above experience a must. Diagnoses and resolves PC and simple software problems using a variety of diagnostic tools; uses diagnostic tools to identify hardware and/or software problems and initiates repair; rebuilds PCs and reconfigures user specific settings; installs new software releases of simple to moderate complexity; coordinates installation of and installs, modifies and maintains network components and PC hardware and/or software; assists in implementation of network and/or system hardware and software upgrades and/or enhancements; configures and installs terminal emulation software for host connection; performs related duties as required.
33	Information Security Analyst	Knowledge of information security standards, rules and regulations related to information security and data confidentiality. Desktop, server, application, database, network security principles for risk identification and analysis. Strong analytical and problem solving skills. Excellent communication (oral, written, presentation), interpersonal and consultative skills. Good technical writing skills for internal/external department use. · Certified Information Systems Security Professional (CISSP) certification preferred. Job Duties: · Design and write the Security Charter for the agency. ·	Information Security Analyst will help design, write and implement the security charter and all security related policies, standards and procedures for the agency. These will include an incident response plan, system security plans for each program area, proper usage documents, mobile devices and BYOD policies and data protection policies. The candidate will also design and educate end users on information security best practices. The result of this 6 month contract position will be the delivery of standard templates and security policies, standards and procedures.
34	Java Developer	Possess a bachelor's degree in the area of specialty and/or at least five (5) years experience inthe field. Candidates must be familiar with the field's concepts, practices, and procedures. Have recent experience in software design, development, installation, integration,evaluation, enhancement, maintenance, testing and problem diagnosis/resolution.	The Java developer will: Review, analyze, and modify the Division of Property Taxation's application system using existing frameworks and support tools. This includes encoding, testing, debugging andinstalling Java components. All work will be conducted under the guidance of and incoordination with the project’s senior Java developer. Have recent experience with Azure DevOps repositories and automated build processes. Be able to communicate clearly in English with both technical staff and business subjectmatter experts. Communication may be oral or in writing. Demonstrate ability to: Design and write computer applications by coding instructions and algorithms intocomputer-readable form. Test, debug, document and implement computer applications, as well as maintainexisting computer applications by making modifications as required. As an analyst, confer with clients regarding the nature of the business need or issue tobe addressed. Must have excellent abilities to effectively communicate technicalinformation to non-technical personnel, both orally and in writing.
35	Machine Learning Developer	Bachelor's or Graduate's Degree in computer engineering, electrical engineering, computer science or engineering, or equivalent experience. Fluency in applicable software, systems, and processes, such as SIRI, APIs, JAVA, and C., algorithm design, and natural language processing experience, Comfortable working with big data, statistics, and frameworks.	Understanding business objectives and developing models that help to achieve them, along with metrics to track their progress. Managing available resources such as hardware, data, and personnel so that deadlines are met. Analyzing the ML algorithms that could be used to solve a given problem and ranking them by their success probability. Exploring and visualizing data to gain an understanding of it, then identifying differences in data distribution that could affect performance when deploying the model in the real world. Verifying data quality, and/or ensuring it via data cleaning. Supervising the data acquisition process if more data is needed. Finding available datasets online that could be used for training. Defining validation strategies. Defining the preprocessing or feature engineering to be done on a given dataset. Defining data augmentation pipelines. Training models and tuning their hyperparameters. Analyzing the errors of the model and designing strategies to overcome them. Deploying models to production.
36	Mobile applications developer	Demonstrable portfolio of released applications on the App store or the Android market, Extensive knowledge of at least one programming language like Swift and Java, analytical skills, Experience with third-party libraries and APIs	Day to day activities will include 70% coding, 30% design/analysis. Candidate will be able to work with a diverse project team, and work in a highly visible and changing project environment with aggressive time lines. The ideal developer for this position would be well-versed (at least 2-3 years experience) in most of the following areas: Hybrid Mobile Application Frameworks (e.g. Sencha/Cordova, Angular/Ionic) Native Mobile Development – iOS, Android, Windows JS-frameworks such as AngularJS, node.js, jQuery, Knockout Experience using Agile practices Scrum, continuous integration, and unit testing to deliver solutions Deep knowledge of XML, jSON, HTML5, CSS, HTTP EDUCATIONAL & TECHNICAL REQUIREMENTS

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37	Mobile Specialist	technical and training skills, organizational skills, iphone & andrioid configuration	This resource should be skilled in both iPhone configuration, functionality and training, as the role requires both technical and training skills. In addition, the resource will need to be well-organized and able to track completed vs. pending deployments and training. iPhone configuration and deployment of iPhone apps, including: o Mobile Device Management app (Intune) o MS Outlook o MS Teams o Adobe reader o ADS Portal Ability to work full-time on premises, with the ability for light travel. Following established Departmental procedures and specifications for configuration Scheduling, tracking and reporting on iPhone deployments iPhone initial training for department staff Creation of iPhone training documentation as needed Familiarity with help desk ticketing systems, e.g. Footprints Familiarity with remote working applications, e.g. MS Teams, Skype Friendly,
38	Network Administrator	Position Requirements This position requires a Bachelor’s degree in Information Technology or related field. Progressively responsible experience similar to that listed in the job functions or related information technology field may be substituted year for year for the degree. In addition to the degree, this position requires one to two years of experience, which must include: Working with Linux servers in an enterprise environment; Experience in the installation and maintenance of operating systems software and support utilities, including Linux process accounting, security software, and script programming; Experience in managing EMC Storage and backup solutions. Preferred Experience Previous experience with the deployment and management of large-scale Redhat Linux environments. Red Hat Linux engineer certification (RHCE). Experience with virtualization tools. Experience with VMware, Avamar/Data Domain, Nagios	Job Details: this position assists in the oversight of the entire CCCS Linux system. This involves the performance of system administration tasks on large-scale Linux systems in a multi-vendor, high performance computing environment. The Linux Administrator will assist in performing CCCS Linux installation, including project management. This position will also be supporting the administration for the EMC VNX SAN and Avamar/Data Domain systems. This Linux Admin must have competent networking skills and familiarity with both TCP/IP and high-speed proprietary interconnects. The position also requires proficiency in patching and building Linux kernels.
39	Network Engineer	Bachelor's degree in computer science,computer systems, or a similar field. analytical skills, time managment, strong documentation skills, good written and verbal communication skills.	The Network Engineer works for and under the general direction of the Manager, Network Engineering. Responsibilities include planning and designing the network infrastructure and enterprise network solutions; troubleshooting, installing, implementing and administering network systems and providing Tier III support. Also analyzes capacity issues and develops capacity-planning models. Responsible for ensuring planned testing activities are executed. Develops and documents network standards and polices. Supervision Received Works under very general supervision. Depending on organization structure, may work independently with responsibility for an assigned function or program. Essential Duties & Responsibilities These are typical responsibilities for this position and should not be construed as exclusive or all-inclusive. May perform other duties as assigned. 1. Planning: Conducts short- and long-term planning to meet network requirements. 2. Network System Design and Implementation: Designs and implements network systems. 3. Strong working familiarity with Cisco IOS with hands-on experience configuring Cisco routers switches and firewalls. 4. Network Connectivity: Provides support for network connectivity or related network issues for the user community. 5. Network Installation: Plans and monitors the installation of network systems. 6. Network Monitoring: Analyzes network activity and network problems to discover and prevent systematic errors. Recommends network design changes/enhancements for improved systems availability and performance. 7. Issue Resolution: Troubleshoots diagnoses and resolves network problems. Researches, analyzes and recommends the implementation of software or hardware changes to rectify any network deficiencies or to enhance network performance. 8. Capacity Planning: Analyzes facilities bandwidth requirements and system interdependencies. Develops capacity-planning models. 9. Disaster Recovery: Ensures planned testing activities are performed and technical criteria are met. 10. Network Performance Assessment: Assesses network performance to ensure that it meets the present and future needs of the business. Provides network-planning recommendations to management. 11. Network Performance Assessment: Assesses network performance to ensure that it meets the present and future needs of the business. Provides network planning recommendations to management. 12. Vendor Management: Evaluates services provided by vendors and recommends changes. 13. Knowledge of Enterprise system monitoring and management tools such as Solar Winds, Cisco Works, What’s up Gold, Wire shark, Websense, etc. 14. Knowledge of commercial enterprise-level tools and products to provide network services, including: firewalls, IPS/IDS, DNS, DHCP, web security, TACACS+, VPN and NAC. 15. Ability to establish and maintain effective working relationships with staff and the general public. 16. Requires excellent verbal and written communication skills. Must have the ability to provide the “Fischer Price” explanation of

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40	Network Security Administrator	Network Security, Troubleshootine, Security policies, Switches, IDS, Routers, Linux, Windows Servers, TCP/IP	1. JOB SUMMARY The Network Security Administrator I is responsible for tactical implementation of the Enterprise Security Program and Charter. This individual participates in technical research and development to assist with continuing innovation within infrastructure. Leads efforts to ensure the network and server system hardware, operating systems, software systems and all related implementation, maintenance and operations procedures comply with the organizational standards and policies. This is achieved by monitoring, maintaining, supporting, and optimizing all networked software and associated operating systems. The Network Security Administrator will apply proven communication, analytical, and problem-solving skills to help identify, communicate, and resolve issues in order to maximize the benefit of IT systems investments. Will document, manage, and maintain the company’s environment for both internal and external server infrastructures, as well as assist with design and implementation of upgrades and new implementations. 2.MAJOR RESPONSIBILITIES Responsible for administration of Advanced Threat Protection Interfacing and performing daily tasks and assisting the Security Manager in administration of managed security services Responsible for day to day administration of Firewalls, Security Appliances, and security related software and hardware Monitor and responding to alerts from a variety of security threat feeds Administration of the SIEM (Security Information and Event Management) Maintain policies and procedures related to Information Security Perform Risk Based Assessments on proposed projects Maintain the Risk Registry as n
41	Network Security Architect	Minimum Qualifications: Bachelor’s degree in Computer Science, Information Systems, Information Assurance or related field. Experience with the following: Security architecture, demonstrating solutions delivery, principles and emerging technologies - Designing and implementing security solutions. This includes continuous monitoring and making improvements to those solutions, working with an information security team. Consulting and engineering in the development and design of security best practices and implementation of solid security principles across the organization, to meet business goals along with customer and regulatory requirements.	Design, build and implement enterprise-class security systems for a production environment Align standards, frameworks and security with overall business and technology strategy Identify and communicate current and emerging security threats Design security architecture elements to mitigate threats as they emerge Create solutions that balance business requirements with information and cyber security requirements Identify security design gaps in existing and proposed architectures and recommend changes or enhancements Use current programming language and technologies to writes code, complete programming and performs testing and debugging of applications Train users in implementation or conversion of systems Recommend modifications in legal, technical and regulatory areas that affect IT security Preferred Certifications- One or more of the following: CISSP: Certified Information Systems Security Professional CISSP-ISSAP: Information Systems Security Architecture Professional CISM: Certified Information Security Manager CEH: Certified Ethical Hacker <l
42	Network Security Engineer	Proficiency in conducting regular vulnerability assessments of the systems to prevent any security incident. Thorough knowledge of programming languages such as Java, C++, and Javascript. Awareness of the latest methods used by hackers and malicious elements to break into systems. Thorough knowledge of programming languages such as Java, C++, and Javascript. Capability to manage risk and ensure disaster recovery in case of a security event. Ability to conduct an in-depth analysis of computer networks and identify any vulnerabilities or gaps in the system. Attention to detail is a fundamental personality trait of a network security engineer.	Installation, configuration, maintenance and support of border protection network devices (firewalls, VPN, etc.) × · Network Traffic monitoring; early detection and fast reaction to unexpected “suspicious" situations (i.e. unusual traffic volume, port attacks, rogue devices in the network, etc.). · Network design and security· Web and network security exploit identification· Intrusion detection/prevention and network traffic analysis· Security event analysis and monitoring · Monitor compliance with information security procedures and policies using NIST 800 standards and 20 critical controls to ensure compliance with, but not limited to, HIPAA, FTI, CMS, SSA and PCI· Liaising with colleagues on the development of new designs and standards · Work with project teams to design and implement secure network connectivity solutions· Provide an escalation path for operations and deployment staff to resolve problems · Evaluate and certify new technologies or new versions of existing products· Integrate new products into the infrastructure · Act as escalation point to resolve security and regulatory compliance problems · Write and maintain technical documentation including design docs, test plans, project plans, procedures, incident reports and troubleshooting guides × Complete and in-depth knowledge of network management& security technologies and approaches. (DMZ design, IPSec, proxies, RADIUS, Network intrusion detection sensors) × Thorough understanding and knowledge of network operating systems, network equipment and networking protocols × Sound knowledge of security techniques, latest protocols and defenses against new viruses and other attacks × Basic ability to program scripts and batch files is helpful × Working knowledge of MS Office, MS Visio and MS Project Ability to

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43	Oracle/PeopleSoft DBA	Oracle DBA experience in an 8.54 or higher environment. PeopleTools 8.54 or higher environments. Experience with partitioning and advanced compression, In -depth knowledge of Oracle databases and strong system level (Linux), analytical skills	The Oracle DBA will create, configure, monitor and administer the Oracle database environment. The DBA must be able to work independently to provide all aspects of Oracle database administration. Activities: • Responsible for Oracle database design and support. • Perform capacity planning activities as related to database storage. • Assist in database performance monitoring, tuning and optimization. • Suggest and implement departmental standards and procedures for database administration. • Work with database vendors and external support on issues such as upgrades, technical problems and solutions. • Install and configure Oracle software and identify, perform and maintain software release levels, database patches and fixes as needed. Assist with database upgrades as needed. • Develop, test and implement backup and recovery strategy. • Follow change control and application deployment and access control procedures. • Develop database monitoring procedures and utilities. • Coordinate with other DBA team members on infrastructure enhancement or large development projects. Pre-Requisites: • Oracle DBA experience in all phases of Oracle/ PeopleSoft DBA support and Oracle/ PeopleSoft release upgrades. • Oracle DBA experience in an 8.54 or higher environment is required. Most recent experience should include at least one of the following Oracle/PeopleSoft 9.1 or higher and PeopleTools 8.54 or higher environments (HCM 9.2+, Financials 9.1+, EPM 9.1+). • Experience supporting Oracle Exadata is preferred. • Experience with Oracle 11g RAC, ASM and DataGuard is required. • Experience with Oracle 12c is preferred. • Experience with partitioning and advanced compression is preferred. • Must be able to perform database backup and recovery, exports, imports, cloning, database refreshes, database monitoring, performance tuning. • In -depth knowledge of Oracle databases and strong system level (Linux) and infrastructure (EMC or IBM SAN attached storage/RAID configuration, etc.) understanding. • Proficient in UNIX scripting. • Experience in resolving software integration problems. • Excellent analytical ability, strong consultative and communication skills.
44	PEGA Lead Business Architect	Experience with building Pega applications. Dev Studio. Experience in integrating Pega applications with enterprise level APIs and data services. Experience with Pega platform version 7.x and higher. Experience working in an Agile environment on a Scrum or team construct. Experience with unit testing, correcting defects, and delivering production grade applications	design and build complex Pega applications for our federal government clients. Supporting the Pega Government Platform architecture, including integration with external APIs and implementation in Amazon Web Services (AWS), to identify and implement Pega best practices, system improvements, and mentor teammates. Using Agile Scrum processes and Pega Agile Studio, you'll design and lead implementation of an agency wide Pega solution on AWS supporting multiple Pega applications. Your team will analyze the needs and the environment to make sure the solution you're developing considers the architecture and operating environment, as well as future functionality and enhancements. As a technical leader, you'll identify new opportunities to build digital solutions to help your customers meet their toughest challenges.
45	PeopleSoft Functional Analyst	PMP, Bachelor's and Collage Degree in Computer Science, Information Systems, Engineering, Accounting, Technical, Business, Education, Management Information Systems, Finance, Science. PeopleSoft Testing Framework to create scripts and shells, HR, Payroll, Enterprise Applications, Applicable PeopleSoft reporting tools needed, Human Capital Management	Design, standardize, and manage development of functional specifications (software configuration, design of reports, interfaces, customizations, extensions, workflows,) for PeopleSoft Financials suite of applications. Review design issues, analyze and facilitate redesigning business processes around best practices. Facilitate, perform ongoing process reviews to ensure consistency of the re-designed process and service delivery model, , identify opportunities for standardization, further process efficiency and re-engineering after the initial ERP implementation. Implement an appropriate control framework covering the functions supported by the Financial Systems team. Providing trend analysis of issues logged, Writing client communication and documentation
46	PeopleSoft Functional SME	Knowledge of Financial systems. Extensive knowledge of the Oracle PeopleSoft General Ledger application, Peoplesoft experience, Strong communication and written skills are mandatory	Business Analysis & Documentation • Coordinates detailed business requirements phases identifying, tracking and resolving business systems issues. • Assesses, researches, analyzes and documents sponsor/stakeholder needs selecting appropriate information gathering and/or modeling techniques to solve problems. • Recommends business solutions that satisfy sponsor/stakeholder needs continually exploring and assessing options for value-add for clients. • Ensures successful completion of project objectives within budget, on time and as per Project Office methodology. • Directs preparation of appropriate documentation and ensures adequate end user training for assigned projects. Planning & Testing • Develops high level plans for completion of Requirements and Acceptance phases of projects, improving in the level of detail and accuracy of estimates over time. • Develops and executes testing including coordinating system and acceptance testing. Relationships & Communication • Effectively communicates and builds rapport with team members, stakeholders and business partners using a variety of techniques and collaboration from initiation to close. • Facilitates small to medium size group meetings and conducts small cross- functional interviews. • Prepares and delivers presentations to business partners. • Resolves minor conflicts/issues and escalates others as appropriate. Development & Coaching • Provides expertise, training and direction to more junior staff. • Continually enhances skills and builds knowledge in all aspects of the organization, the business and information systems

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47	Product Manager	MS/BS degree in Computer Science, Engineering or equivalent preferred, product management experience, Strong problem solving skill, Proven ability to develop product and marketing strategies and effectively communicate recommendations to executive management, Solid technical background	Gain a deep understanding of customer experience, identify and fill product gaps and generate new ideas that grow market share, improve customer experience and drive growth. Create buy-in for the product vision both internally and with key external partners. Develop product pricing and positioning strategies. Translate product strategy into detailed requirements and prototypes. Scope and prioritize activities based on business and customer impact. Work closely with engineering teams to deliver with quick time-to-market and optimal resources. Drive product launches including working with public relations team, executives, and other product management team members. Evaluate promotional plans to ensure that they are consistent with product line strategy and that the message is effectively conveyed. Act as a product evangelist to build awareness and understanding. Represent the company by visiting customers to solicit feedback on company products and services.
48	Product Specialist	Minimum of a Bachelor’s Degree in a related field, Strong customer service skills, Strong analytical skills, problem-solving skills, organizational skills	Supporting the development of new products Improving the development of existing products Managing the launch of new products Conducting market research and analyzing industry trends Analyzing and documenting the product development process Leading internal and external audits of the products Building and maintaining customer relationships Resolving customer issues Collaborating with the development team and Product Manager
49	Program Manager	Bachelor's degree or master's degree in business or related field, program management experience, stakeholder management skills, Proficiency iin Microsoft Office Applications, Understanding of project management.	Program Manager needed plan, execute, and finalize projects according to strict deadlines and within budget. This includes acquiring resources and coordinating the efforts of team members and third-party contractors or consultants in order to deliver projects according to plan. The PM will also define the project's objectives and oversee quality control throughout its life cycle. Performance Responsibilities Assisting in the "translation" of that vision into business requirements Building and managing relationships with business leaders to understand their vision and goals Managing multiple key projects with significant scope and complexity simultaneously Organizing and leading matrixed teams to successfully deliver on programs Synthesizing the business and technical landscape into a sound project strategy and execution plan Creating a communications process to ensure stakeholders are aware of status, risks, and opportunities Cultivating trust with all program stakeholders Driving execution of project and program deliverables <li class="MsoNormal" style="margin: 0in 0in 0pt; color: black; mso-margin-top-alt: auto;
50	Project Manager	A bachelor’s degree or master's degree in a related field, PMP certification, proven project management experience, Understanding of ERP implementation, Budget management experience	Job responsibilities include all or some of the following. • Support PeopleSoft Program manager: - Interface with high level client management, as well as vendors, - Facilitate project activities, as needed, - Facilitate resource management for projects, - Coordinate and communicate with agency stakeholders, - Understand political relationship of key decision makers, - Facilitate management of issues and risks from the projects to the program, - Ensure that deliverables are developed per defined requirements and timeframe, - Stay abreast of significant change initiatives, - Hhighlight and identify needed program changes, and - Work with IV&V on project/program findings and recommendations. • Assist with preparation and support for the PeopleSoft Governance Council such as: - Prepare presentations - Prepare 3 to 5 year plans - Prepare and report priorities of projects within the program • Performs administrative activities such as collecting, maintaining, monitoring and reporting on: - Weekly status of the Program - Program spending and program metrics. - Program requirements, documentation, issues, funding and risks. - Meeting logistics, notices, written communication and meeting minutes. - Program objectives via metrics and reports for distribution. - Program plans and schedules for distribution to program team members. - Tasks and action items pertinent to the success of the individual projects. - Program and project changes as needed. - Communications to internal clients, team members and leadership. - Schedule information to clients, customers support organizations and vendors. Required: - Knowledge of ERP systems and upgrades, specifically PeopleSoft. - Basic project management and administration processes and principles. - Project Management Professional (PMP) certification or the equivalent.
51	Quality Assurance Analyst	bachelor's degree in computer science, information systems or a related field. Experience in quality inspection, auditing, and testing. Strong computer skills and knowledge of QA databases and applications	Develop and execute test plans to ensure that all objectives are met. Implement and monitor test scripts to assess functionality, reliability, performance, and quality of the service or product. Identify and remedy defects within the production process. Recommend, implement, and monitor preventative and corrective actions to ensure that quality assurance standards are achieved. Compile and analyze statistical data. Ensure that user expectations are met during the testing process. Draft quality assurance policies and procedures. Investigate customer complaints and product issues. Ensure ongoing compliance with quality and industry regulatory requirements.

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52	Quality Assurance Engineer	Associate or Bachelor degree in Civil Engineering OR work experience in a civil engineering or surveying environment. Ability to learn quickly Attention to detail Ability to retain knowledge without repeated instruction Ability to independently follow repetitive documented processes Ability to work independently with minimal instruction and supervision	Quality Assurance Engineer will perform analysis on engineering software data and produce comprehensive and detailed reports of the results. Developing and implementing quality standards. Developing and implementing quality control systems. Monitoring and analyzing quality performance. Inspecting and testing materials, equipment, processes, and products to ensure quality specifications are met. Collaborating with operations managers to develop and implement controls and improvements. Ensuring that workflows, processes, and products comply with safety regulations.
53	Robotic Process Engineer	Degree in Engineering, Computer Science or similar field, Well-versed in computer science, applied physics, and mechanics, Excellent knowledge of CAD/CAM software	Conducting research in various robotics fields (e.g. nanotechnology). Designing processes and prototypes to build machines. Testing robotic systems. Conduct research to determine the parameters of a robotic application. Design robotic systems from start to finish. Develop and implement software that will control robots. Create prototypes and work on necessary components (e.g. microprocessors). Develop cost-effective and efficient processes to produce the machines. Apply machine learning techniques. Monitor the use of robotic systems and optimize their functionality
54	RPA Solution Architect/Developer	Proven technical experience in an IT programming development environment, development experience in any of the programming languages/platforms - .NET / VB / VC++ / C++ / J2EE - experience in Microsoft stack is highly preferred. Advanced knowledge of Microsoft packages such as MS Excel (VBA scripting), MS Visio, MS Access, MS Word, Hands-on experience in VB Script and JavaScript.	Candidates with automation experience in at least 3 out of 4 areas (web, windows, ERP packages & green screen). Analyze business process and identifying automation opportunities and assess automation feasibility. Analyzing, understanding and documenting the business processes in detail where required. Develop AS-IS and TO-BE process flows. Identifying and communicating the technical infrastructure requirements to deploy automation solutions. Configuring new RPA processes and objects using core workflow principles that are efficient, well structured, maintainable and easy to understand using Automation Anywhere. Creating and maintaining solution documentation. Problem solving issues that arise in day to day running of Client's RPA processes and providing timely responses and solutions as required. Working within project planning constraints, communicating any identified project risks and issues to the delivery/project manager accordingly and providing inputs to the change control process. Creating and documenting test procedures and scenarios for the pre-UAT phases. Supporting the Operational Teams during the UAT and rollout phases
55	Salesforce Developer	Bachelor’s degree in computer science or software engineering, Previous work experience with application and software development, Experience developing customer-facing interfaces, Advanced knowledge of Salesforce CRM platforms, Proficient in MYSQL, Apex, JavaScript, Native, and VisualForce	This position will work and develop using the Salesforce platform under guidance of the Salesforce Senior Administrator. We are searching for a Self-motivated individual with excellent communications skills; who posses the ability to rapidly grasp technical skills; who is motivated to put in self-study hours to gain the technical knowledge to succeed as a performing member of the Salesforce Team. Primary job responsibility: Application Development and Support Develop applications in line with business requirements using Agile or Waterfall methodologies as needed. Perform coding (in-house applications) or configuration management in accordance with standards and best practices and further minimize defects through disciplined unit testing. Coordinate update releases and other system changes, contribute to the implementation of break/fix solutions, and update documentation and configuration information related to changes as needed throughout the life cycle. Organize, build, and validate all segments of the code related to a specific build (release) for final User Acceptance Testing. Ensure development activities within the position's scope of responsibility are consistent with established service portfolio policies, procedures, standards and guidelines. Determine the best approach in the development of an application's code to meet the customer's current requirements and anticipate future enhancement needs. Identify and recommend changes to development policies, processes, templates and standard operating procedures to improve the overall quality of work being delivered. Collaborate across a matrix management environment with other developers and other department staff as needed. Must understand lines of authority and follow protocol to engage other resources. Find unique ways to resolve issues in the development process to meet the requirements of the customers and lead to the most efficient implementation possible.
56	SAP Specialist	Bachelor's and Master's Degree in Computer Science, Engineering, Business, Information Technology, Education, Information Systems, Technical, Finance, Business/Administration, Accounting, SAP Basis / NetWeaver Administration, SAP systems and their architecture and infrastructure needs, Entire SAP platform stack, SAP system migration, Upgrades, Architecting, Operation of SAP solutions	Participate in improvement initiatives of the company's system related processes with Business Process Owners and Power Users. Recognize and improve the company's use of the global ERP System, using best practice and standard delivered solutions. Design and agree functional specifications to meet new business requirements, including defining technical specifications for developers. Advice ERP Global and Regional Governance Teams on decisions, leading to common/compatible solutions. Work with SAP- CoE and other IT resources to advise and ensure the technical solutions will meet functional requirements for the company. Undertake configuration of SAP where necessary for solution delivery. Debug and rectify functionality-related system Faults. Query and analyze data within the existing system to provide essential information for future improvements. Perform unit testing to ensure functional requirements are met. Support business users as necessary during QA acceptance testing.

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57	Scrum Master	Basic Qualifications: Minimum of 5-7 years of Scrum Master experience Minimum of 5-7 years experience using Agile-tracking tools (Jira, Confluence - a must) Knowledge and experience with advanced Agile techniques such as: TDD, Continuous Integration, Continuous Testing, Automated Testing Certified Scrum Master (CSM or related certification strongly preferred) Skills required/desired: Ability to learn and adapt in a fast-paced environment Excellent listening and communication skills (written and verbal) Strong analytical and problem solving skills and team player Strong team player with the ability to influence and negotiate and work effectively with groups/team dynamic Self-motivated as well as creative and efficient in proposing solutions to complex, time-critical problems Ability to understand and communicate technical issues Adaptability	Scrum Master Supports the project team and help the team perform at their highest level. This involves removing any impediments to progress, facilitating meetings, and working with the product owner to make sure the product backlog is in good shape and ready for the next sprint. The Scrum master must be proficient at the skills to guide the team on how to utilize Agile/Scrum practices and understand the values of the project which will satisfy customer, guide the team on how to get the most from self organization and guide the team on filling intentional gaps left in the Agile/Scrum process. The scrum master must be professional at interaction with the product owner, other scrum teams, technical staff and management. Other responsibilities: Facilitate Agile ceremonies, specifically Sprint Planning, Backlog Grooming, Sprint Retro and Sprint Review/Demo sessions for the teams Facilitate and lead individual Scrum teams in all aspects of Scrum: daily standups, planning, self-organization, collaboration & iterative development Guide the team and organization on how to use Agile/Scrum practices and values and help drive them towards continuous Agile improvement by leveraging techniques such as Maturity assessments Collaborate with other Scrum Masters to create, maintain, and promote consistent Agile practices across all teams within the organization. Facilitate discussion, decision making, and conflict resolution Assist with internal and external communication by providing Agile metrics and reporting, improving transparency, and radiating information through burn up and burn down charts as well as other means. Support and educate the Product Owner, stakeholders, and product management in Agile principles and practices, especially with respect to grooming and maintaining the product backlog
58	Security Administrator	An associate's or bachelor's degree in computer science, cyber security, or a related field. Advanced training certifications, A strong understanding and knowledge of computer, network, and security systems, Strong analytical, critical thinking, and problem-solving skills	Installing, administering, and troubleshooting network security solutions. Updating software with the latest security patches and ensuring the proper defenses are present for each network resource. Performing vulnerability and penetration tests, identifying and defending against threats, and developing disaster recovery plans. Configuring security systems, analyzing security requirements, and recommending improvements. Monitoring network traffic for suspicious behavior. Creating network policies and authorization roles and defending against unauthorized access, modifications, and destruction. Consulting with staff, managers, and executives about the best security practices and providing technical advice. Configuring and supporting security tools, such as firewalls and anti-virus software. Training staff to understand and use security protocols.
59	Security Analyst	A Bachelor's degree in computer science, programming, or related field. The ability to remain current on the latest technology and best practices in information security, experience in security administration or a related field	The Security Analyst will perform a variety of Information Technology security functions in support of the DHS Enterprise. Under limited supervision, the Security Analyst: 1. Assists in planning, directing, and coordinating agency activities, specifically relative to Information Security. 2. Assists in developing and enforcing the organization’s security policies, standards, and guidelines, security awareness, security information portion of the business continuity and disaster recovery plans, and all indust
60	Security Engineer	Experience in building and maintaining security systems, Hands on experience in security systems, including firewalls, intrusion detection systems, anti-virus software, authentication systems, log management, content filtering, Thorough understanding of the latest security principles, techniques, and protocols, Familiarity with web related technologies (Web applications, Web Services, Service Oriented Architectures) and of network/web related protocols	responsible for IT security policy compliance reporting and maintenance\remediation tracking; security awareness training activities; monitoring compliance within the Department of Aviation and applicable law; and coordinating investigation and reporting of security incidents. Monitor, assess, and fine-tune the IT business continuity and disaster recovery program, perform network penetration tests, application vulnerability assessment scans and risk assessment reviews. Develop and monitor practices to ensure that the network information is secure from unauthorized access, protected from inappropriate alteration, physically secure, and available to authorized users in a timely fashion. The candidate must have expert based experience for device risk management and network security experience for removing vulnerability. Direct hands on experience with the following tools Rapid 7, Proofpoint, and McAfee, required to work extra hours, as needed, and to be on-call for scheduled after-hour emergencies and respond to after-hours emergencies as needed. Required to support projects by providing key security requirements and compliance needs. Ability to communicate to Senior leaders and customers. Very technical and hands on. Monitor and advise on information security issues related to the systems and workflow at the DOA to ensure the internal security controls for the Aviation IT infrastructure is appropriate and operating as intended. Great network security experience Coordinate and execute IT security projects. Coordinate and execute IT security assessment audits and manage remediation Coordinate response to information security incidents. Conduct data classification assessment and security audits and manage remediation plans. Collaborate with IT management, the legal department, safety and security, and law enforcement agencies to manage security vulnerabilities. Create, manage and maintain user security awareness. Conduct security research in keeping abreast of latest security issues. Prepare security notification, alerts and procedures for handling security incidents. Perform technical other related duties as assigned. Creating, testing and implementing network disaster recovery plans Performing risk assessments and testing of data processing systems Installing firewalls, data encryption and other security measures Training staff on network and information security proce

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61	SharePoint Architect	Bachelor's and College Degree in Computer Science, Education, Engineering, Technical, Information Technology, Business, Computer Engineering, Information Systems, Technology, Architecture, Developing in a .Net environment, CSS, HTML, Software development lifecycle, Active Directory , Networking	The SharePoint Architect will work closely with the Project Manager, SharePoint Web Developer, SharePoint Administrator, Web Information Analyst, Graphic Artist, and developers understand the requirements for the site redesign and build an extensible architecture to support these requirements. The SharePoint Architect will work closely with the Web Information Analyst to design, with respect to the current SharePoint implementation, a wireframe and provide a proof of concept of the overall design. The SharePoint Architect will support the SharePoint Web Developer to implement the design based on the proof of concept. The SharePoint Architect will assist the project team in providing input to the Project Manager for project planning and reporting, and budget estimates.
62	SharePoint Developer	Important technical skills include SharePoint Server, C#, ASP.Net, ADO.NET, VB, HTML, CSS, JavaScript, jQuery, XML, SQL Server, Web Services, security, instrumentation, exception handling, SharePoint branding and support of large, complex, or enterprise-wide solutions. experience using the SharePoint 2013 or 2010 frameworks as an application development platform	Work with project team to understand requirements. Work with Subject Matter Experts to understand landscape of the APS environment. Windows PowerShell scripting. Ensuring the SharePoint environment has been deployed correctly. Security concepts and authentication methods. Server availability and performance concepts, such as SQL mirroring and load balancing Possess strong communication skills, as collaborating with different areas of the business is essential. For example, they will need to collaborate with development teams to ensure the successful implementation and availability of web applications. Building and configuring SharePoint websites using web UI or SharePoint Designer and developing code for SharePoint. They are responsible for developing applications around the core concepts of business process management, collaboration, business intelligence or enterprise content management. Assisting in project development, defining technical requirements and developing solutions; on-going support for applications; designing and customizing SharePoint solutions; overseeing architectural design and integration content management, portals, collaboration, business process or other solutions; planning and implementing software version upgrade releases; troubleshooting and debugging SharePoint sites; and working as a consultant on SharePoint customization projects. Provide training as necessary to team members and IT trainers. Consistently deliver high-quality services on schedule. Communicate complex information effectively to team members.
63	Solutions Architect	Bachelor’s degree in information technology, software engineering, computer science, or related field, project management experience, understanding of coding languages (Java, JavaScript), Sound knowledge of various operating systems and databases	Building and integrating information systems to meet the company’s needs. Assessing the systems architecture currently in place and working with technical staff to recommend solutions to improve it. Resolving technical problems as they arise. Providing supervision and guidance to development teams. Continually researching current and emerging technologies and proposing changes where needed. Assessing the business impact that certain technical choices have. Providing updates to stakeholders on product development processes, costs, and budgets.
64	System Administrator	Relevant degree or diploma in Information systems or information technology, Microsoft MCSE certification, experience administering server-side technology and networked computing systems. Familiarity with SQL and database operations	Install, configure, and support an organization's local area network (LAN), wide area network (WAN), WI-FI, and Internet system or a segment of a network system. Analyze workflow, access, information, and security requirements. Maintain network and security hardware and software. Monitor network to ensure network availability to all system users and perform necessary maintenance to support network availability. Plan, coordinate, and implement network security measures. Maintain network security policy, addressed security issues and applied appropriate security patches. Skill sets include Microsoft, Cisco, Meraki, Palo Alto NGFW, Unix, Linux, MVS or VS, VMWare and extensive network certifications.
65	System Engineer	Bachelor's degree in computer science, information systems, or related field (Master's preferred), experience installing, configuring, and troubleshooting UNIX-based systems. Experience creating scripts (e.g. using Perl, Ruby, Python) and setting up software for automation.	The consultant will serve in the capacity of a systems engineer and project manager, participating in design and development activities consistent with the technical architecture, in support of agency data needs. Specifically, the candidate will be responsible for participating in and supporting the design, deployment, and ongoing management of the infrastructure supporting Microsoft Dynamics, BizTalk, SharePoint and other core infrastructure. Provide input into support of virtualized systems and storage area networks. The candidate will be expected to work with management, business users, systems developers, and operations to clarify project scope; review documented forms, processes, and data models; develop prototype systems and processes; implement agreed upon systems; support and maintain existing solutions.

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66	Technical Writer	Microsoft SharePoint 2010/2013 Experience with a variety of Content Management Systems Knowledge of security standards and techniques Experience with Service Desk & Desk side support is a plus Experience as a trainer is a plus	Work with project team to understand requirements. Work with Subject Matter Experts to understand landscape of the environment. Create framework/format for documentation (process maps, narratives, procedures/manuals). Design must keep in mind that documents must be user-friendly and searchable by topic/area as they will be posted online. Work with IT leadership to determine the priority of documentation. Design, develop, and document end-to-end processes/procedures across organization. Create a process/procedure for revision control for the documentation post-implementation. Test documentation against standard company norms & practices to document gaps in compliance. Work with internal team to post documents to an online repository (i.e. SharePoint). Provide training as necessary to team members and IT trainers. Design and code superior technical solutions Create and execute project work plans, revising as necessary to meet changing needs and requirements Communicate and enforce best practices from organizations such as ITIL & Six Sigma to processes. Consistently deliver high-quality services on schedule. Communicate complex information effectively to team members. Deliverables: Detailed (integrated) process maps with control points Narratives document to support process maps Searchable manuals – processes & procedures Training Manuals for Service Desk & Field Tech teams Revision control process C
67	Tester	Excellent communication (written and verbal) - Solid understanding of OOPS concepts - Hands on experience with API and Webservice Testing, Good understanding of traceability Matrix, test strategy, test planning - Recent experience with using automation tools like Selenium, TextNG or such - Good understanding of Agile/Jira process - Platforms include (Java, Mobile-PWA, SalesForce)	Sample Duties: - Perform hands on testing - Write detailed scenarios for releases including providing estimates for test planning - Review technical and business documents to prepare test cases
68	UI Developer-Designer	A bachelor's degree and a minimum of 2 years UI/UX design experience for digital products or services. A portfolio of professional UI/UX design work for both web and mobile platforms. Working knowledge of the following technologies and software: Sketch, InVision, Visio, HTML, CSS (SCSS), iOS, Android, Design Systems, and Adobe Creative Suite.	Investigating user experience design requirements for our suite of digital assets. Developing and conceptualizing a comprehensive UI/UX design strategy for the brand. Producing high-quality UX design solutions through wireframes, visual and graphic designs, flow diagrams, storyboards, site maps, and prototypes. Designing UI elements and tools such as navigation menus, search boxes, tabs, and widgets for our digital assets. Providing advice and guidance on the implementation of UX research methodologies and testing activities in order to analyze and predict user behavior.
69	UX Developer	Proficiency in HTML, JavaScript, jQuery, and CSS, Knowledge of Adobe Illustrator, Understanding of key design principles	Work with other developers to ensure that the website is functional and visually appealing. Liaise with the client to gauge their needs and expectations. Plan the layout of the website. Ensure that the website is optimized for various devices. Use analytics to test client enjoyment.
70	Telecom Administrator	Bachelor's degree in computer science or related field OR equivalent experience in lieu of degree, technical experience Knowledge and understanding of technical aspects of telecom equipment and systems and vendor capabilities	responds to user complaints and researches problems associated with the organization's telecommunications networks (voice and/or data). The Telecomm/Voice Administrator 1 work assignments are often straightforward and of moderate complexity. The Telecomm/Voice Administrator 1 diagnoses problem source through discussions with users; co-ordinates with internal support and operations groups or with vendors to resolve problems. Requires an understanding of technical aspects of telecommunications equipment and systems and vendor capabilities. Also responsible for processing move/add/change requests pertaining to telephone systems. Understands own work area professional concepts/standards, regulations, strategies and operating standards. Makes decisions regarding own work approach/priorities, and follows direction. Work is managed and often guided by precedent and/or documented procedures/regulations/professional standards with some interpretation.
71	Telecom Engineer	experience supporting Avaya phone systems and IVR applications Experience working with the following: Avaya Experience Portal Manager – IVR, Avaya Media Processing Platform, VoiceXML and IVR Designer, Avaya Text to Speech (TTS), Avaya Application Enablement Services (AES), Session Border Controllers, Avaya Aura Media Server, and Communication Manager. Strong ability to work with business staff to create reports. Excellent communication skills and the ability to work with limited direction including the ability to motivate others and provide extensive documentation. Strong experience with creating Project Plans. Strong ability to work with staff of varying skill levels (executive, business, technical and non-technical).	Responsible for maintaining an on-going status/tracking process, including working closely with the with the business team to understand current state and requirements for future state/system changes. Avaya Call Accounting and Reporting package, including creating custom reports, as needed. SCOPE OF WORK Description This consultant is needed as a supplement to the DSS Telecommunications unit. The scope of services required for the Telecom Engineer is two parts and includes: Maintenance of the Avaya phone system, including: o Troubleshooting of issues o MAC support for phone sets, headsets and voicemail o System configuration and programming o Use of the Call Accounting and Reporting package Design, Develop and Implement changes to the IVR, including: o Software and Database development for the project o Documenting business requirements and working with the business team and the Avaya vendor to enhance the IVR call workflow o Working with the business team to create reports, as needed o Working collaboratively with LAN Services and Additional support requests, as needed Number of Consultants needed Th
72	Telecom Technician	High school diploma or GED, Completion of a postsecondary education program in telecommunications, telecommunications technology, computer science, or a related field, working experience as a telecommunications technician, knowledge of telecommunications systems.	Upgrading and maintaining companies' current telecommunications systems. Evaluating customers' needs and installing telecommunications systems that best meet those needs. Checking all wiring work done to ensure that there are no exposed cables. Investigating and resolving customers' complaints in a timely manner.
73	Network Technician	Degree in computer science, information systems, or related field. Certified network professional accreditation, Strong diagnostic and problem-solving skills	Installing network hardware components and cables. Configuring network software. Identifying and eliminating bottlenecks to ensure long-term network efficiency. Troubleshooting and resolving issues with the network. Ensuring the network operates securely.

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75	Content Management Administration	BA or BS degree communications, journalism, English or related field, Knowledge of managing content and users in a CMS, and an understanding of how an organization manages content, Experience writing requirements for content projects and tools, Adept at keyword placement and SEO best practices, Proficiency with popular content management systems, social media management experience.	As a Content Management System Administrator for the online Content Services team, you'll lead a host of projects and be responsible for task execution within the broad field of knowledge management. The role interacts with stakeholders across the business and requires superb abilities to collaborate, build consensus, organize ideas, communicate them to stakeholders, and deliver projects in a transparent and harmonious manne
76	Application Technical Specialist	N/A	N/A
77	Infrastructure Technical Architect	N/A	N/A
78	Business Subject Matter Expert	N/A	N/A
79	Senior Consultant	N/A	N/A
80	PEGA Developer	N/A	N/A

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EXHIBIT C
SERVICE LEVEL AGREEMENT and MAINTENANCE AND SUPPORT

A. Performance Metrics Tracking Report

1. Contractor shall generate and submit to each Participating Entity in the format outlined in Attachment 1 to this Exhibit C, an electronic performance metrics tracking report ("PMTR") showing transactions with all Purchasing Entities as follows:
    a. Monthly PMTR for staff augmentation (hourly-based) Services; and
    b. A PMTR at the conclusion of a project for SOW (deliverable-based) Services.

2. Contractor shall simultaneously input each month's PMTR into its VMS. Participating Entities shall be granted access to the VMS to review historical PMTRs.

3. Contractor shall generate and email the first PMTR to Participating Entity within forty-five (45) Business Days of the first Purchase Order or SOW issued by a Participating Entity's Purchasing Entity.

4. Participating Entity shall review the submitted PMTRs throughout the Term and may contact Contractor with any concerns. Reviews must be based on, at minimum, the following:
    a. Contractor's ability to meet or exceed the metrics.
    b. Feedback received from Purchasing Entities regarding Contractor's Performance.

B. Monthly Scorecard

1. Contractor shall generate and email a monthly scorecard to the Lead State in the format outlined in Attachment 2 to this Exhibit C ("Scorecard"). The Scorecard must include a summary of the PMTRs for all Participating Entities.

2. Contractor shall also input each Scorecard monthly into its VMS. The Lead State shall be granted access to the VMS to review, revise in accordance with B.4 below, and download all Scorecards.

3. Contractor shall submit its first Scorecard within two (2) Business Days after the submittal of the first PMTR to a Participating Entity. The following month and every month during the Term, Contractor shall submit the Scorecard to the Lead State and into Contractor's VMS by the fifth (5) Business Day of each month.

4. The Lead State may add feedback received from Participating Entities into the Scorecard concerning any aspect relative to Performance.

5. Contractor shall, at Lead State's request, meet quarterly for discussions. These discussions may focus on current market suggestions for the Lead State's, Participating Entities' or Purchasing Entities' Master Agreement use, participation, assistance, marketing and/or feedback and may include Lead State partners including but not limited to NASPO ValuePoint.

C. PMTR and Scorecard Back Up

State of Connecticut

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1. Contractor shall, no later than five (5) Business Days after receiving a written request from the Lead State, deliver to the Lead State any back up data used to generate PMTR(s) or Scorecard(s).

D. PMTR Service Level Credit Assessment

1. If any PMTR does not meet the minimum metrics, Participating Entity shall notify Contractor in writing electronically that a PMTR did not meet the minimum metric thresholds.
2. If after two (2) consecutive months and the receipt of two (2) written notices the metric thresholds set forth in the PMTR are not met, Contractor shall credit the Purchasing Entity affected in the amount equal to ten (10%) percent of the Purchasing Entity's next invoice amount.
    a. If Purchasing Entity terminates the SOW, or the SOW expires prior to the next payment, then Contractor shall pay Purchasing Entity the amount of the service level credit owed within thirty (30) days of Purchasing Entity's written notice to Contractor. The ten (10%) percent service level credit shall be calculated based on Purchasing Entity's most recent invoice associated with the submittal of the written notice.

E. VMS On-Going Support

1. Contractor shall provide VMS on-going support twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year ("24/7/365"), pursuant to the table below.

Support Description	24/7/365
Unlimited Telephone Technical Support	√
Two Hour Telephone Response Time	√
Remote Dial-in Analysis	√

2. Help Desk: Contractor shall provide a toll-free telephone number and email address which Lead State, Participating Entity and/or Purchasing Entity can use to report technical VMS issues or requests for service. The toll-free telephone number will be a direct contact line to Contractor support or help desk. Contractor help desk shall provide knowledgeable and trained personnel capable of answering and resolving VMS support and technical problems. The help desk personnel shall be able to answer "how to" type questions about the VMS.

3. Contractor shall resolve all VMS issues and requests for service, within twenty-four (24) hours of receipt of the email or telephone request. If more than one request is reported to the Contractor, Participating Entity or Purchasing Entity shall determine the priority of the requests.

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EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 1 - Overall Performance Metrics Tracking Report ("PMTR")

Participating Entity: INPUT PARTICIPATING ENTITY

Metric	Target	Description	TOTAL RESULT	Pass/Fail?
Staff Augmentation (Hourly-Based) Process, monthly PMTR				
Requisition Confirmation Response time	95% or higher	Measures average response time from receipt of request to confirmation of request receipt.		
Resume Submittal Response time	95% or higher	Measures average response time from receipt of request to delivery of first candidate's resume.		
Normal Fill Rate	95% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions: Indicates how many requisitions are open.		
Normal Round 1 Fill Rate	85% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).		
Urgent Flagged Submittal Response Time	95% or higher	Measures average response time from receipt of URGENT request to delivery of first candidate's resume.		
Urgent Fill Rate	95% or higher	Measures Contractor's ability to fulfill URGENT requisitions: Indicates how many requisitions are open.		
Urgent Round 1 Fill Rate	93% or higher	Measures Contractor's ability to satisfactorily fulfill URGENT requisitions within first round of resumes submitted to requestor (normal requisitions).		
Attrition Rate	8% or lower	Measures resource turnover due to unplanned situations that are not caused by the Purchasing Entity, not including inadequate performance, death, serious illness, etc.		
Performance Removal	5% or lower	Measures resource turnover due to inadequate resource performance.		
Offering Opportunity to the Network	35% or higher	Measure of number of resource resumes provided to Purchasing Entity after requisition are from the Contractor's subcontractor network.		
Usage of Network	93% or higher	Measure of how many subcontractor resources are selected by the Purchasing Entity.		
SOW (Deliverable-Based) Process PMTR				
Project Deliverables, Services and Requirements	100%	Measures if Contractor achieves all project deliverables, services and requirements in SOW.		
Project Timeline for Deliverables and Services in Implementation Schedule	95% or higher	Measures if Contractor meets timeline dates for deliverables and services in implementation schedule in SOW.		
Documentation and Reporting Requirements	95% or higher	Measures if Contractor provides to Purchasing Entity all documentation and reporting requirements (e.g. reports, manuals, analysis or other documentation) in SOW.		
Evaluation, Testing and Acceptance	95% or higher	Measures if deliverables and/or services pass evaluation, testing and acceptance requirements as detailed in SOW.		

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 1 - PMTR 1

Purchasing Entity: INPUT PURCHASING ENTITY

Metric	Goal	Target	Description	Calculation/Measurement Attributes		%	Target Achieved
				Actual		Result	1 = Yes, 0 = No
Staff Augmentation (Hourly-Based) Process, monthly PMTR							
Requisition Confirmation Response time	4 business hours	95% or higher			Total number of requisitions received at month end		
Resume Submittal Response time	4 business days	95% or higher			Total number of requisitions received at month end		
Normal Fill Rate	N/A	95% or higher			Total number of requisitions received at month end		
Normal Round 1 Fill Rate	N/A	85% or higher			Total number of positions filled at month end		
Urgent Flagged Submittal Response Time	2 business days	95% or higher			Total number of URGENT requisitions received at month end		
Urgent Fill Rate	N/A	95% or higher			Total number of URGENT requisitions received at month end		
Urgent Round 1 Fill Rate	N/A	93% or higher			Total number of URGENT positions filled at month end		
Attrition Rate	N/A	8% or lower			Total number of resources at month end		

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 1 - PMTR 1

Metric	Goal	Target	Description	Calculation/Measurement Attributes		%	Target Achieved
				Actual		Result	1 = Yes, 0 = No
Performance Removal	N/A	5% or lower			Total number of resources entering time at month end		
Offering Opportunity to the Network	N/A	35% or higher			Total number of resumes provided to the Purchasing Entity at month end		
Usage of Network	N/A	93% or higher			Total number of resources selected at month end		
SOW (Deliverable-Based) Process PMTR							
Project Deliverables, Services and Requirements	N/A	100%			Total number of project deliverables, services, requirements in SOW		
Project Timeline for Deliverables and Services in Implementation Schedule	N/A	95% or higher			Total number of date targets for deliverables and services in implementation schedule in SOW		
Documenation and Reporting Requirements	N/A	95% or higher			Total number of documentation and reporting requirements in SOW		
Evaluation, Testing and Acceptance	N/A	95% or higher			Total number of evaluation, testing and acceptance requirements for deliverables and/or services in SOW.		

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 2 - Scorecard

Contractor Name: uWork, Inc. dba Covendis

Metric	PARTICIPATING ENTITY				
	Participating Entity 1	Participating Entity 2	Participating Entity 3	Participating Entity 4	Participating Entity 5
Staff Augmentation (Hourly-Based) Process, monthly Scorecard					
Requisition Confirmation Response time					
Resume Submittal Response time					
Normal Fill Rate					
Normal Round 1 Fill Rate					
Urgent Flagged Submittal Response Time					
Urgent Fill Rate					
Urgent Round 1 Fill Rate					
Attrition Rate					
Performance Removal					
Offering Opportunity to the Network					
Usage of Network					
PARTICIPATING ENTITY FEEDBACK:					
SOW (Deliverable-Based) Process Scorecard					
Project Deliverables, Services and Requirements					
Project Timeline for Deliverables and Services in Implementation Schedule					
Documentation and Reporting Requirements					
Evaluation, Testing and Acceptance					
PARTICIPATING ENTITY FEEDBACK:					

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT D
NASPO ValuePoint Provisions

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 of the Master Agreement and this Exhibit D are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

2. **Administrative Fees**

    a. **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.

    b. **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.

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

    a. **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.

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

    c. **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.

    d. **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.

e. **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.

4. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

   a. **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.

   b. **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.

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

   d. **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.

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

5. **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.

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

7. **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.

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT E
SAMPLE STATEMENT OF WORK

STATE OF _____
DEPARTMENT OF _____

STATEMENT OF WORK, pursuant to Master Agreement #22PSX0086AD

1. **MASTER AGREEMENT NUMBER & PARTIES**
   Pursuant to Master Agreement number 22PSX0086AD, the parties to this Statement of Work are as follows:

   a. **Purchasing Entity: _____**
      Address:
      Point of contact:

   b. **Contractor: _____**
      Address:
      Point of contact:

2. **PROJECT OBJECTIVE**

   EXAMPLE: The Purchasing Entity seeks to purchase ABC for use in its XYZ to function as 123.

3. **SCOPE OF WORK**

   a. **Goods purchased**: items, quantity, specifications, requirements.

   b. **Services required: details of services.**

   Refer to Master Agreement and Exhibits for Contractor offerings, service requirements, etc.

4. **TIMELINE/IMPLEMENTATION SCHEDULE**

   Contractor shall deliver all goods and provide all services necessary to accomplish [tie to project objective], in accordance with the following [timeline, milestones, acceptance, implementation schedule, etc.].

5. **PRICE SUMMARY**

   Identify pricing model.
   See Master Agreement for per unit, fixed fee, and/or time and materials pricing.

ADD AS APPLICABLE:
Work Schedule: All Contractor work shall be Performed in _____ hour shifts, 5 days per week, between 8:00am and 5:00pm during Purchasing Entity business hours (Monday to Friday), excluding State holidays.

SAMPLE

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT E
SAMPLE STATEMENT OF WORK

Security/Privacy Considerations: Purchasing Entity specific: Information accessible by the Contractor may be sensitive, confidential, or subject to the Privacy Act and/or HIPAA considerations. Contractor personnel must be familiar with and comply with the provisions of appropriate statute, regulations and/or Purchasing Entity instructions. Signing of a confidentiality agreement may be required. Background checks may be required, language in Master Agreement, Purchasing Entity specific procedures to be identified.

6. PROJECT TASKS

Identify: Contractor or Purchasing Entity.

THIS STATEMENT OF WORK IS SUBJECT TO THE TERMS OF THE MASTER AGREEMENT AND CANNOT INCLUDE ADDITIONAL TERMS OR ANY MODIFICATIONS OF THE TERMS OF THE MASTER AGREEMENT.

7. SIGNATURES: The parties are executing this SOW on the date below their respective signatures.

_____(CONTRACTOR)

By: _____

Name:
Title:
Duly Authorized

Date:

STATE OF _____
Department of _____

By: _____

Name:
Title:
Duly Authorized

Date:

SAMPLE

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT F
MAXIMUM KEY PERFORMER WORKSHEET

STATE OF _____
DEPARTMENT OF _____

MAXIMUM KEY PERFORMER WORKSHEET, pursuant to Master Agreement #22PSX0086AD

1. MASTER AGREEMENT NUMBER & PARTIES

Pursuant to Master Agreement number 22PSX0086AD, the parties to this worksheet are as follows:

a. Purchasing Entity: _____
Address:
Point of contact:

b. Contractor: _____
Address:
Point of contact:

2. PERFORMANCE RATING

Contingent Worker must receive a minimum of six (6) answers as 'Yes' in the table below to be eligible to receive the Maximum Key Performer Premium percentage in Exhibit B Price Schedule.

#	Performance Criteria	Description	Yes	No
1	Meeting and Exceeding Expectations for Assigned Role	Successfully performs all duties and responsibilities for position title in Exhibit B Price Schedule.		
2	Achieving and Exceeding Goals and Objectives	Successfully completes all Purchasing Entity prescribed goals and objectives.		
3	Successful Completion of Assignment Activities	Successfully completes all Purchasing Entity assigned activities within their assignment.		
4	Meeting and exceeding timeline requirements	Produces timely quality work to support successful completion of projects.		
5	Tenure	Demonstrates ongoing dedication to all assigned projects.		
6	Attendance	Arrives to work on time and ready to engage with the project team.		
7	Teamwork	Successfully works with other team members.		

SAMPLE

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT F
MAXIMUM KEY PERFORMER WORKSHEET

THIS WORKSHEET IS SUBJECT TO THE TERMS OF THE MASTER AGREEMENT AND CANNOT INCLUDE ADDITIONAL TERMS OR ANY MODIFICATIONS OF THE TERMS OF THE MASTER AGREEMENT.

7. **SIGNATURES:** The parties are executing this worksheet on the date below their respective signatures.

_____(CONTRACTOR)

By: _____

Name:
Title:
Duly Authorized

Date:

STATE OF _____
Department of _____

By: _____

Name:
Title:
Duly Authorized

Date:

SAMPLE

Participating Addendum

EXHIBIT 2
ADDITIONAL REQUIREMENTS

A. Training Requirements

At no additional cost to Client Agency, Contractor shall conduct virtual training of its VMS for Client Agency Users, the frequency, duration, and other aspects of which training sessions will be as instructed by Client Agency.

B. SOW (Deliverable-Based) Engagements Monetary Cap

Each SOW entered into under this Participating Addendum must not exceed one million dollars ($1,000,000.00) in costs and expenses. Accordingly, Contractor shall not accept any Purchase Orders from Client Agency, enter into any SOW or provide any Deliverables for any SOW that exceed such monetary cap. Neither the Contractor nor Client Agency will divide a project into multiple SOWs to circumvent this monetary cap.

C. Additional Reporting Requirements

1. Pursuant to Section 13, Sales and Use Report of the Master Agreement, Contractor shall deliver a report on a quarterly basis to Participating Entity to the Primary contacts identified in the Participating Addendum, section 4, in the form and content of the Supplier Diversity Sales and Use Report attached as Attachment A to this Exhibit 2. Contractor shall deliver the report within ten (10) Business Days following the end of each quarter in accordance with the schedule below:

Description:	**Duration:**
1st Quarter	July 1 to September 30
2nd Quarter	October 1 to December 31
3rd Quarter	January 1 to March 31
4th Quarter	April 1 to June 30

Participating Addendum #22PSX0086PA
Attachment A to Exhibit 2, Supplier Diversity Sales and Use Report

Contractor Name: uWork, Inc. dba Covendis

Description:	Duration:
1st Quarter	July 1 to September 30
2nd Quarter	October 1 to December 31
3rd Quarter	January 1 to March 31
4th Quarter	April 1 to June 30

Client Agency Type	Client Agency Name	Partner Name	CT Certification Type	Quarter #	Fiscal Year (YYYY)	Total Dollars Spent
						$
						$
						$