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STATE OF NEW JERSEY
PARTICIPATING ADDENDUM
Under
State of Connecticut
Contract for Information Technology Vendor Managed Service Providers

[State of Connecticut Contract Number 22PSX0086]
State of New Jersey Contract #M4003

This Participating Addendum is made as of the effective date of the last date of signature below, whichever is later (the "Effective Date"), by and between, Computer Aid, Inc., whose address is 3801 Paxton Street, Harrisburg, PA 17111 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property ("Director"), within the New Jersey Department of the Treasury ("Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Connecticut and Contractor have entered into a Contract for Information Technology Managed Service Providers, Contract #22PSX0086 (the "Contract"), which may be found at the following URL: https://www.naspovaluepoint.org/portfolio/it-managed-service-providers-2023-2029/; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the Contract for Information Technology Vendor Managed Service Providers Contract #22PSX0086 is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

A. The term of this New Jersey Participating Addendum shall be effective from the Effective Date which is the last date signed below and shall continue for a period ending on the Termination Date of the Master Agreement or when this New Jersey Participating Addendum is terminated in accordance with the Master Agreement or this New Jersey Participating Addendum, whichever shall occur first.

B. The entire agreement, and all rights and obligations between the parties, shall consist of the following documents (which shall be collectively referred to as the "New Jersey Participating Addendum"):

1. This cover packet to the New Jersey Participating Addendum;
2. The State of New Jersey Standard Terms and Conditions, attached hereto as Exhibit A;
3. The Master Agreement, including its attachments and exhibits, attached hereto as Exhibit B;
4. The Solicitation, incorporated herein by reference as Exhibit C;
5. The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, incorporated herein by reference as Exhibit D; and
6. Future order specific documents, in the following order:

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a. A Contractor supplied scope of work as applicable, approved in writing by the Authorized Purchaser;
b. A Purchase Order issued by an Authorized Purchaser against the New Jersey Participating Addendum.

The documents comprising the New Jersey Participating Addendum shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the New Jersey Participating Addendum, the conflict shall be resolved by giving priority to the documents in the order listed above.

C. The New Jersey Participating Addendum sets forth the entire agreement between the parties and supersedes all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof.

D. Terms and conditions, including but not limited to any software license or service level agreement, applicable to the New Jersey Participating Addendum are those expressly accepted by the Lead State, attached to the Master Agreement as an Exhibit or an Attachment as of the Effective Date of this New Jersey Participating Addendum, as may be superseded, amended or rejected by this New Jersey Participating Addendum.

E. Amendments – This New Jersey Participating Addendum may not be amended except in a writing signed by both parties.

F. In the event the Lead State approves Contractor to offer new or additional Products and Services under the Master Agreement after the Effective Date of this New Jersey Participating Addendum and such Products or Services incorporate any different, inconsistent, or additional terms into the Master Agreement, including, but not limited to any software license agreement or service level agreement, such terms and conditions shall not be made part of the New Jersey Participating Addendum without a written amendment to the New Jersey Participating Addendum signed by both parties.

G. In the event that Contractor presents terms and conditions, including but not limited to software license agreement or service level agreement, in response to an order by an Authorized Purchaser, through any medium whatsoever, that have not been previously accepted by the Division as part of this New Jersey Participating Addendum, or as an amendment to this New Jersey Participating Addendum, such terms and conditions shall not be made part of the New Jersey Participating Addendum without a written amendment to the New Jersey Participating Addendum signed by both parties.

H. References to external documentation
1. Any external information incorporated by reference within any of the documents comprising the New Jersey Participating Addendum, including, without limitation, click-through, shrink-wrap, software license agreements or service level agreements, are subject to the terms and conditions of this New Jersey Participating Addendum. In the event of a conflict, the terms of this New Jersey Participating Addendum shall prevail. Additional terms and conditions contained in a document incorporated by reference within any of the documents comprising the New Jersey Participating Addendum may be accepted, but must be explicitly set forth in Section 4.0 herein, or as an exhibit to this New Jersey Participating Addendum.
2. Any changes in the information incorporated by reference by any of the documents that comprise the New Jersey Participating Addendum, including, without limitation, click-through, shrink-wrap, software license agreements or service level agreements, are subject to the terms and conditions of this New Jersey Participating Addendum. In the event of a conflict, the terms of this New Jersey Participating Addendum shall prevail. Additional terms and conditions contained in a document incorporated by reference may be accepted, but must be explicitly set forth in Section 4.0 herein, or as an exhibit to this New Jersey Participating Addendum.

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2.0 Scope of Services

A. The scope of Products and Services that may be purchased by Authorized Purchasers shall be those Products and Service offerings awarded under the Master Agreement.

B. Any restrictions or limitations regarding the Executive Branch use of this New Jersey Participating Addendum will be set forth in a Method of Operation, if one is required, as may be amended from time to time and posted on the State's website.

C. Financing, leasing, and renting is not permitted under this New Jersey Participating Addendum for State agencies. Authorized Purchasers may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this New Jersey Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.

3.0 Definitions

A. "Authorized Purchasers" under this New Jersey Participating Addendum shall mean:
   1. Any government agency, department, office, instrumentality, division, unit or other entity of the State;
   2. Any county, borough, city, municipality, town, township, special purpose district, or other political subdivision of the State;
   3. Quasi-state agencies as defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member;
   4. School districts per N.J.S.A. 52:25-16.1;
   5. Volunteer fire departments, volunteer first aid squads and rescue squads per N.J.S.A. 52:25-16.2; and
   6. Independent institutions of higher education per N.J.S.A. 52:25-16.5;
   7. County colleges per N.J.S.A. 18A:64A-25.9;
   8. State colleges per N.J.S.A. 18A:64-60; or
   9. Any legal successor in interest to any entity above.

B. "Non-Public Data" under this New Jersey Participating Addendum shall mean data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

C. The term "Personal Data" under this New Jersey Participating Addendum shall mean:

   1. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.

   2. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued

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identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

D. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

E. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

F. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes Personal Data and Non-Public Data.

4.0 Modifications to the Terms of the Master Agreement, and State of New Jersey Standard Terms and Conditions

A. **Master Agreement**

1. Unless expressly modified below, any Connecticut-specific term incorporated into the Master Agreement is superseded by the applicable New Jersey term, or inapplicable to this New Jersey Participating Addendum.

2. Master Agreement Section 1.k, Force Majeure Definition, and Master Agreement Section 46, Force Majeure, are hereby deleted in their entirety and replaced with Section 5.2, Force Majeure, of the State's Standard Terms and Conditions, attached hereto as Exhibit B.

3. Master Agreement Section 15(e) is hereby modified in the following manner: in the first sentence of Section 15(e), all words after "as applicable" shall be deleted.

4. Master Agreement Section 19, Cross-Default, is hereby deleted in its entirety and replaced with the defaults and remedies discussed in this New Jersey Participating Addendum and its exhibits.

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5. Master Agreement Section 23 is hereby amended by adding the following sentence to the end of the Section: “This Section shall also apply to all Authorized Purchasers on this New Jersey Participating Addendum.”

6. Master Agreement Section 39, Indemnification, is hereby deleted in its entirety and replaced with the following:

   39. INDEMNIFICATION

   A. CONTRACTOR RESPONSIBILITIES - The Contractor’s liability to the State and its employees in third party suits shall be as follows:

   1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
      i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the contract or the order; and
      ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of the contract; and
      iii. The Contractor’s indemnification and liability under the above Section 39(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State of New Jersey’s Standard Terms and Conditions.
   2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (a) procure for the State the legal right to continue the use of the product; (b) replace or modify the product to provide a non-infringing product that is the functional equivalent; or in the event that Contractor cannot do (a) or (b), (c) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
   3. In the event of a claim or suit involving third-party Intellectual Property Rights, the State will (a) promptly notify Contractor in writing of the claim or suit; and (b) Contractor shall have control of the defense and settlement of any claim that is subject to the above Section 39(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at the State’s expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
   4. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State’s unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State’s unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor’s compliance with the State’s designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that

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such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.

5. Contractor will be relieved of its responsibilities under the above Subsection 39(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
6. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
7. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity, except as otherwise provided in the above Section 39(A)(5).
8. The Contractor agrees that any approval by the State or Authorized Purchaser of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the contract.
9. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with the below Section 39(B) and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under the above Section 39(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.

7. Master Agreement Section 40, Forum and Choice of Law, is hereby deleted in its entirety and replaced with Section 5.13, Applicable Law and Jurisdiction, of the State's Standard Terms and Conditions.

8. To the extent the documents comprising the New Jersey Participating Addendum contain provisions referencing the Connecticut Freedom of Information Act ("FOIA"), including but not limited to Sections 12, 30, and 34 of the Master Agreement, those provisions shall be read and interpreted as to refer to to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA") and the New Jersey common law right to know (together with OPRA, the "Public Records Laws"). The Public Records Laws shall control any obligations with respect to Public Records, as defined by the Public Records Laws. Section 5.23 of the State of New Jersey Standard Terms and Conditions shall control any obligations with respect to Confidential Information.

9. To the extent the documents comprising the New Jersey Participating Addendum contain provisions referencing the State of Connecticut's definition for "Data," including but not limited to Sections 9, and 30 of the Master Agreement, those provisions shall be read and interpreted as referring to "State Data" as defined above in Section 3.0 of this cover packet to the New Jersey Participating Addendum.

10. Master Agreement Exhibit A, Section II, "Additional Terms and Conditions," Subsection C "Pricing Structure", Paragraph 6, is hereby deleted in its entirety and replaced with the following:

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6. "Contractor shall invoice Purchasing Entity directly for work Performed only. Contractor shall remit payment to the Staffing Resource Providers per the terms in their executed subcontractor agreement."

11. Master Agreement Exhibit A, Section I, "Scope of Work", Subsection H "Rebates, Discounts, and Maximum Key Performer Premium", Paragraph 1, is hereby deleted in its entirety and replaced with the following:

    1. "Annual Volume-Based Rebate.
    Contractor shall incorporate the Annual Volume-Based Rebate as a part of the MSP fee resulting in a reduction to the hourly bill rate paid by the Participating Entity for approved hours worked by the selected consultants."

12. The State of New Jersey shall be classified as Tier 9 per the Pricing Schedule of the Master Agreement. Contractor reserves the right to review spend trends and propose a change in Tiers and corresponding fee structure. Any change in Tiers and the effective date of those changes will be mutually agreed upon between the Contractor and the State. If the Contractor and State cannot agree to a change in Tiers, the prior existing Tier and fee structure shall remain in effect.

13. Existing contractors that are in place with the State through another contract who are transitioned to this contract shall be exempt from the SLAs as defined in Exhibit C of the Master Agreement.

B. State of New Jersey Standard Terms and Conditions

1. Section 4.1 of the State of New Jersey's Standard Terms and Conditions is deleted in its entirety and replaced with the language provided for in PA Section 4.A.4.

2. Section 4.2 of the State of New Jersey's Standard Terms and Conditions is deleted and replaced with the language provided for in Master Agreement Section 52, Risk of Loss and Insurance.

5.0 Miscellaneous

1. No Waiver - No term or provision of this New Jersey Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.

2. Dispute Resolution - The State and Contractor will attempt to resolve any dispute through face-to-face negotiation (which may be virtually) with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.

3. Arbitration or Mediation - Any provision regarding arbitration or binding mediation within the Master Agreement is deleted in its entirety.

4. Notwithstanding anything to the contrary in the Master Agreement or any other documents comprising the New Jersey Participating Addendum, all payments due from the State or other Authorized Purchasers shall be made in accordance with the New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.) and shall be due no sooner than 60 calendar days from the receipt of a properly executed invoice, or 60 calendar days from the receipt of goods or services, whichever is later.

5. In accordance with N.J.A.C. 17:12-1B.2, notwithstanding anything to the contrary in the Master Agreement or any other documents comprising the New Jersey Participating Addendum, under no

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circumstances will the State indemnify Contractor and any such provision in the Master Agreement or such other documents shall be of no force and effect.

6. Notwithstanding anything to the contrary in the Master Agreement or any other documents comprising the New Jersey Participating Addendum, the State shall not be responsible for the Contractor's attorney fees and/or expenses.

7. Notwithstanding anything to the contrary in the Master Agreement or any other documents comprising the New Jersey Participating Addendum, the State does not agree to auto-renewal of maintenance, technical support, service fees, subscription fees or any other product or service requiring periodic renewal.

8. State Intellectual Property -The State retains ownership of all State Intellectual Property provided to the Contractor pursuant to the Agreement. State Intellectual Property includes any intellectual property owned by the State. The State grants the Contractor a non-exclusive, royalty-free, license to use, copy, display, distribute, transit and prepare derivative works of State Intellectual Property and State data and information only to fulfill the purposes of the Agreement. The State's license to the Contractor is limited by the term of the Agreement and the confidentiality obligations set forth in Section 5.17 Miscellaneous (Compliance – Data and Privacy Laws) of this New Jersey Participating Addendum.

9. Notwithstanding anything to the contrary in the Master Agreement, any Contractor software agreement or services agreement, the State makes no warranties unless they are expressly stated in this New Jersey Participating Addendum.

10. A liquidated damages provision, if any, must be agreed to and signed by both parties and stated in the purchase order issued pursuant to this New Jersey Participating Addendum in order to be in effect.

11. The Contractor shall not have the right to terminate this New Jersey Participating Addendum. Any provisions in the Master Agreement regarding the Contractor's right to terminate or cancel this New Jersey Participating Addendum are superseded by and replaced in their entirety by this Section 5.11 of this New Jersey Participating Addendum. However, in the event that an Authorized Purchaser violates its obligations under this New Jersey Participating Addendum, Contractor may refuse to accept or process orders from such Authorized Purchaser immediately upon written notice to the State and such Authorized Purchaser, until such time as Authorized Purchaser submits a plan to correct such violations satisfactory to Contractor, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary, Contractor shall continue to process orders submitted by other Authorized Purchasers.

12. Open Public Records Act – All documents and information submitted by Contractor to the State under this New Jersey Participating Addendum are considered public information, notwithstanding any disclaimers to the contrary submitted by Contractor, except as may be exempted from public disclosure by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

13. Required Summary and Detailed Sales Reporting - The Contractor shall deliver a copy of the required summary and detailed sales reports described in Section 13 of the NASPO ValuePoint Master Agreement #22PSX0086AA ("Sales and Use Report") to the Procurement Specialist and State Contract Manager within ten (10) days of providing the Reports to the Lead State and NASPO ValuePoint. The Reports may be limited to Sales made to Authorized Purchasers under this New Jersey Participating Addendum.

14. PROCUREMENT EFFICIENCY PROGRAM
   A. Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the Contract. The Sales Report shall be submitted directly to Periscope no later than

thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

- Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
- Purchasing entity;
- Total of Procurement Efficiency Program Fee amount due for the reporting quarter;
- Such other information as the State may reasonably request;
- If no sales were made against this Contract during the reporting quarter, then a report shall be submitted showing zero sales and zero Procurement Efficiency Program Fee due; and
- Quarterly Sales Reporting and remittance of the Procurement Efficiency Program Fee shall begin on the first calendar quarter starting after the effective date of the Contract.

B. Procurement Efficiency Program Fee - For all purchases made under this Contract, that have been invoiced, the Contractor shall remit the Procurement Efficiency Program Fee in the amount of one percent (1%) of all Purchases to Periscope acting on behalf of the State of New Jersey.

C. Remittance of the Procurement Efficiency Program Fee - On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Periscope no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Procurement Efficiency Program Fee timely and accurately may result in Contract termination as outlined in the "Termination of Contract" clause of the State of New Jersey Standard Terms and Conditions.

D. ***NJSTART*** Marketplace Catalog Enablement - Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this Contract. Contractor shall upload catalog within (thirty) 30 calendar days of the date of execution of this Contract. Failure to cooperate will result in the Contractor's good and/or services not being represented in the ***NJSTART*** Marketplace. The Contractor shall ensure that the catalog complies with the scope, and terms and conditions of this Contract. Any identified deviation from the Contract must be corrected immediately. Any catalog that does not comply with the scope and terms and conditions of this Contract can lead to a breach of contract and will be escalated to the Division of Purchase and Property's Contract Compliance and Audit Unit for review and possible action.

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

15. Delivery Guarantees

1. Deliveries shall be made in accordance with the terms of the Master Agreement. Notwithstanding anything to the contrary in any Master Agreement, the State shall not pay shipping charges for failure to meet a minimum shipment amount.
2. In the event delivery of goods or services is not made within the number of days stipulated, the State shall be authorized to obtain the product or service from any available source.
3. The Contractor shall be responsible for the delivery of new or "like-new" products in accordance with good commercial practice. "Like-new" products will be identified as "like-new" and will be furnished at a price discounted from the price of the equivalent new product.

16. Performance Guarantee

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Notwithstanding anything to the contrary in the Master Agreement Terms and Conditions or the Master Agreement, this Section prevails over any inspection or acceptance language contained in an Order.

The Contractor hereby certifies that, as applicable:

1. The equipment offered is standard, new or "like-new" equipment, with available parts regularly used for the type of equipment offered; that such parts are all in production; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. In the event that a warranty claim occurs during the warranty period as set forth in the Master Agreement, warranty hardware replacement may consist of "like-new" parts.
2. All equipment supplied under the Agreement and operated by electrical current is UL listed where applicable.
3. Contractor warrants that all goods purchased by the State shall be fully operational for the period stated in the Master Agreement from time of acceptance by the State. Authorized Purchaser has thirty (30) days after Product delivery to inspect the Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Authorized Purchaser shall notify Contractor. At Contractor's option, Contractor shall 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the Product). Delivery of goods shall be evidenced by a signed delivery receipt. The Contractor and/or Fulfillment Partner shall render prompt warranty service without charge, regardless of geographic location.
4. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
5. Trained and/or Contractor-certified technicians and/or engineers are regularly employed to make necessary repairs to equipment within the time accepted as industry practice.
6. During the warranty period, at Contractor's sole option, the Contractor shall promptly repair, replace or provide a refund of the purchase price of any product which is rejected for failure to meet and conform with the Contractor's product specifications. This warranty does not apply to misuse, modification, damages caused by force majeure, as defined in the Master Agreement, or the State's or other Authorized Purchaser's failure to follow operation instructions of Contractor.
7. Contractor warrants that during the warranty period, software shall perform substantially in accordance with specifications, from the time of acceptance.
8. Contractor represents and warrants that, at the time of delivery and installation of the software provided pursuant to the Agreement,its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required.
9. All services rendered under the Agreement shall be performed in strict and full accordance with requirements agreed upon at time of Order. The Order shall not be considered complete until final approval by the State is rendered. In the event of non-conformance of services, State Standard Terms and Conditions Section 5.21, Claims and Remedies, shall apply.

17. Compliance with Data and Privacy Laws - The Contractor agrees to comply with all State and Federal data and privacy laws, rules and regulations applicable to Contractor under the Agreement.

6.0 The State of New Jersey Mandatory Certification Requirements

The following are the State of New Jersey standard procurement forms and requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

A. Ownership Disclosure (N.J.S.A. 52:25-24.2);
B. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et. seq.);
C. Disclosure of Investigations and Actions Involving Bidder Form;

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D. MacBride Principles (N.J.S.A. 52:34-12.2);
E. Source Disclosure Certification (N.J.S.A. 52:34-13.2);
F. Vendor Certification (P.L. 2005, c.271);
G. New Jersey Business Registration (N.J.S.A. 52:32-44);
H. Proof of insurance as specified herein;
I. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.):
   - New Jersey Form AA-302 Affirmative Action Employee Information Report; or
   - New Jersey Affirmative Action Certificate; or
   - Federal Affirmative Action Approval Letter.
J. Certification of Non-Involvement In Prohibited Activities in Russia or Belarus

7.0 Primary Contacts:

Any notice between the parties provided for in this New Jersey Participating Addendum, or elsewhere in the Master Agreement shall be in writing, and shall be sent both via regular certified mail return receipt requested and via email to the addresses provided. The Parties should give prompt notice to each other if the appropriate person or address changes. The primary contacts for this New Jersey Participating Addendum are as follows:

State of New Jersey – Department of the Treasury – Division of Purchase and Property	
Name	Juliana Pastuzyn
Title	State Procurement Specialist I
Address	33 West State Street, 8th Floor, PO Box 230 Trenton, New Jersey 08625-0230
Telephone	(609) 292-4279
Email	Juliana.Pastuzyn@treas.nj.gov

State of New Jersey – Office of Information Technology	
Name	Corrinne Hatcher
Title	State Contract Manager
Address	300 Riverview Plaza Trenton, New Jersey 08625
Telephone	(609) 826-3677
Email	corrinne.hatcher@treas.nj.gov

Computer Aid, Inc.	
Name	Linda Leiby
Title	Vice President
Address	3801 Paxton Street, Harrisburg, PA 17111
Telephone	(570) 337-8698
Email	Linda.leiby@cai.io

IN WITNESS WHEREOF, The Contractor and the State have caused this Participating Addendum to be executed by their authorized representatives and agree that this Participating Addendum may be executed in counterparts, each original signed page to become part of the original document.

Computer Aid, Inc.

DocuSigned by:
Abe Hunter
ED200A58D66B4AE...

Signature — Date: 4/25/2024

Abe Hunter Evp

Print Name and Title

The State of New Jersey
Department of the Treasury - Division of Purchase and Property

Amy F. Davis, Acting Director — Date

Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety

By: Brandon Bowers Digitally signed by Brandon Bowers Date: 2024.04.17 09:27:10 -04'00' — Date: 4/17/24

Signature

DAG Brandon Bowers

Print Name and Title

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EXHIBITS

EXHIBIT A - The State of New Jersey Standard Terms and Conditions

EXHIBIT B - The Master Agreement, including its attachments and exhibits

EXHIBIT C - The Solicitation

EXHIBIT D - The Contractor’s response to the Solicitation

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EXHIBIT A - The State of New Jersey Standard Terms and Conditions

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State of New Jersey Standard Terms and Conditions

(Revised February 8, 2024)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director of the Division of Purchase and Property (Director) during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division of Purchase and Property (Division) has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

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Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

(1) Make or solicit a contribution in violation of the statute;
(2) Knowingly conceal or misrepresent a contribution given or received;
(3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
(4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor;
(5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
(6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
(7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
(8) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least $5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, rev. P.L.2023, c.30) if in a calendar year the contractor receives one or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known

as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.14 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor 's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with

the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor

or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with Governor Murphy's Executive Order #25 and the Task Force's July 2019 Report, employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT

Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at https://www.cyber.nj.gov/report/ within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the Contractor's responsibility to report Security Incidents as may be set forth in Contract Scope of Work or the Waivered Contracts Supplement to the State of New Jersey Terms and

Conditions. If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;

B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and

C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;

C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. $1,000,000 DISEASE EACH EMPLOYEE; and
3. $1,000,000 DISEASE AGGREGATE LIMIT.

This $1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 FORCE MAJEURE

Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire,

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natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Vendor to perform the work delayed by the force majeure.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance.

5.7 TERMINATION OF CONTRACT

A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:
   1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
   2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such

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consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
C. Items delivered must be strictly in accordance with the contract; and
D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS AND AUDITS

A. Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide

the requested records and documents free of charge in the time, place, and manner specified. Failure of the contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
B. It shall advise the Attorney General of New Jersey:
    1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
    2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, seal, or logos as a part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The Contractor shall not use a Department or Using Agency's name, seal, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Department.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims

against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;

B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;

F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;

G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and

H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
   (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
   (ii) pursuant to a lawfully issued subpoena or other lawful document request:
      (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
      (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract

resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.

E. The Contractor shall have sole responsibility for all payments due any Subcontractor

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds $5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

(1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of $ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of $150,000, must comply with the following:

Clean Air Act

7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

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of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

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EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)
N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of $250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non- discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    (i) The contactor or subcontractor shall interview the referred minority or women worker.
    (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at https://newjersey.usnlx.com/;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

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State of New Jersey Standard Terms and Conditions
(Revised February 8, 2024)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature	Date
Print Name and Title	
Print Name of Contractor	

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EXHIBIT B – The Master Agreement, including its attachments and exhibits

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Master Agreement Number: 22PSX0086AA

IT Managed Service Providers

State of Connecticut

AND

Computer Aid, Inc

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This contract (together with each Participating Addendum and each Purchase Order referred to as the "Master Agreement") is made by and between Computer Aid, Inc (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

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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

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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.

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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

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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

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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

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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

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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

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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.

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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

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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

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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

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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.

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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,

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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;

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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.

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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;

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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.

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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

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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

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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.

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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

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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.

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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

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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: 22PSX0086AA/Alison Monroe

If to the Contractor:

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Computer Aid, Inc
Contract Administrator
1390 Ridgeview Drive
Allentown PA 18104
contractmanagement@cai.io

Copies Sent To:
Gregg M Feinberg, ESQ
Feinberg Law Office
1390 Ridgeview Drive, Ste. 301
Allentown PA 18104
gregg@feinberglaw.com

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

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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

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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.

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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.

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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 _____

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

COMPUTER AID, INC (CONTRACTOR)

BY: _____

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

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

Date: 10/27/2023

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MASTER AGREEMENT #: 22PSX0086AA
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.

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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.

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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;

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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

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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

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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:

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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

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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.

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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

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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

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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.

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EXHIBIT B
PRICE SCHEDULE

Exhibit B Price Schedule is incorporated as a separate Microsoft Excel document.

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State of Connecticut

MASTER AGREEMENT #: 22PSX0086AA
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 Entitiefs 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

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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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MASTER AGREEMENT #: 22PSX0086AA
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.		

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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		

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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.		

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MASTER AGREEMENT #: 22PSX0086AA
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 2 - Scorecard

Contractor Name: Computer Aid, Inc

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:					

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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

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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,

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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.

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MASTER AGREEMENT #: 22PSX0086AA
EXHIBIT E
SAMPLE STATEMENT OF WORK

STATE OF _____
DEPARTMENT OF _____

STATEMENT OF WORK, pursuant to Master Agreement #22PSX0086AA

1. **MASTER AGREEMENT NUMBER & PARTIES**
   Pursuant to Master Agreement number 22PSX0086AA, 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

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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

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MASTER AGREEMENT #: 22PSX0086AA
EXHIBIT F
MAXIMUM KEY PERFORMER WORKSHEET

STATE OF _____
DEPARTMENT OF _____

MAXIMUM KEY PERFORMER WORKSHEET, pursuant to Master Agreement #22PSX0086AA

1. MASTER AGREEMENT NUMBER & PARTIES

Pursuant to Master Agreement number 22PSX0086AA, 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.		

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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:

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EXHIBIT C - The Solicitation

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DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
450 Columbus Boulevard, Suite 1202, Hartford, CT 06103

NASPO ValuePoint

NASPO ValuePoint Cooperative Request for Proposal 22PSX0086: IT Managed Service Providers DESCRIPTION OF DELIVERABLES

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1. WHAT WE ARE LOOKING FOR

1.1. OVERVIEW

This Request for Proposal ("RFP") is being issued by the State of Connecticut ("Lead State") in collaboration with NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements with Managed Service Providers ("MSP") offering a Vendor Management System ("VMS"), which must be operational at the time of Proposal submittal, for the following:

A. Information Technology ("IT") staffing resources, payroll staffing and Services related to contingent workers in the IT industry; and
B. Positions supporting Statement of Work ("SOW") and/or scope of work-based development and/or creation Services.

1.2. NASPO ValuePoint Information

A. NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint's Lead State™ model, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.
B. NASPO ValuePoint does not charge fees to NASPO members or other potential users, including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the fifty (50) states, the District of Columbia, and U.S. territories, to use NASPO ValuePoint Master Agreements. By leveraging the collective volume of potential purchases nationwide, NASPO ValuePoint is able to offer customers the best value in cooperative contracting while giving vendors the opportunity to reach multiple markets through a single solicitation.
C. More information about NASPO and NASPO ValuePoint can be found at www.naspo.org and www.naspovaluepoint.org.

1.3. Interested States

A. The states below have requested to be named in this RFP as potential participants in the resulting Master Agreement(s). This list neither guarantees execution of a Participating

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Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.

Interested State	Reported Estimated Annual Volume	Sample Participating Addendum Terms and Conditions
Colorado	$46,500,000	Attachment F
Hawaii	N/A	Attachment F
Idaho	1,100,000	N/A
Illinois	N/A	Attachment F
Maine	24,000,000	Attachment F
Missouri	3,100,000	N/A
Montana	N/A	Attachment F
New Mexico	N/A	Attachment F
North Dakota	4,100,000	N/A
South Dakota	200,000	N/A

B. The Reported Estimated Annual Volume above aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.
C. Please see Attachment F – Participation Information for sample participating addendum terms and conditions.

1.4. BACKGROUND

The resulting Master Agreement(s) will replace the IT Vendor Managed Service Master Agreements, including, State of Connecticut contract number 14PSX0338. The awarded providers for these Master Agreements had state government experience managing the information technology temporary workforce. They provided MSP Services that allowed states to realize an increase in overall workforce quality, speed in delivery of IT professional needs and procurement through the implementation and configuration of a web-based VMS.

1.5. PARTNERSHIP GOALS

A. The objective of this RFP is to obtain the best value through one (1) or more multiple national cooperative Master Agreements intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the fifty (50) states, the District of Columbia, and U.S. territories. Therefore, Proposers should not interpret Section 2 below ("Scope of Services") to be associated with or limited to any specific purchase, implementation, project, need, or program within the

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Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating and Purchasing Entities, except where specificity is requested.

B. Usage and participation by eligible entities may be subject to the consent of the Chief Procurement Official of the state where the entity is located and/or local statutory and regulatory provisions.

C. The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be three (3) years, with the option to renew.

1.6. RFP WEBSITE

A. The RFP Website is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Proposer of updates to the RFP Website, including the posting of RFP addenda.

B. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

1.7. RFP ADDENDA

The Lead State may, at any time and in its sole discretion, issue one or more addenda to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website. The Lead State may extend any deadline given to Proposers during the RFP process, including the RFP submittal due date and time as well as RFP question and answer deadline. The Lead State may make immaterial corrections or clarifications to the RFP. Proposer is wholly responsible for reviewing addenda and updates to the RFP Website, acknowledging addenda as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

1.8. RFP DOCUMENTS

This RFP consists of the following attachments and any information or materials posted by the Lead State to the RFP Website, as amended:

A. 22PSX0086 Master Agreement and Exhibits

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B. 22PSX0086 RFP Description of Deliverables
C. Attachment A - RFP 22PSX0086 Cost Proposal
D. Attachment B - RFP 22PSX0086 Account and Technical Questionnaire
E. Attachment C - RFP 22PSX0086 Business Questionnaire
F. Attachment D - RFP 22PSX0086 Security Disclosure Statement
G. Attachment E - RFP 22PSX0086 State of Connecticut Participating Addendum
H. Attachment F - RFP 22PSX0068 Participation Information

1.9. HOW TO RESPOND

A. Read and review this RFP, including all attachments, exhibits and addenda.
B. Prepare a proposal that:
    1. Follows the requested format.
        - It is encouraged that Proposers provide a well-crafted response in PDF format to include an Executive Summary as well as solution and implementation approach responsive to this RFP.
    2. Includes the solicitation number on all materials making up the proposal.
    3. Addresses each question and request for a response in this RFP.
    4. Clearly demonstrates your ability to meet the scope of work described in Section 2 below.
    5. Includes all required submissions identified in Section 5.
C. Submit your proposal and all supporting documentation online to the RFP Website by the RFP submittal due date and time.

2. SCOPE OF SERVICES

2.1. DEFINITIONS

A. **Annual Volume-Based Rebate** means the payment made to Participating Entity as a rebate check each year during the Term calculated by applying the Annual Volume-Based Rebate tier percentage in Exhibit B Price Schedule, based on the Participating Entity's total annual spend, to the total annual dollars spent.
B. **Award** or **award** means the identification of Proposers eligible to execute a Master Agreement following completion of the Multistate Sourcing Team's evaluation.
C. **Bill Rate** means the computed value representative of the Contractor's proposed MSP and VMS percentage markups, as applicable, applied to the not-to-exceed ("NTE") fully burdened hourly base rate to determine the hourly bill rate for each hour of temporary labor.

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D. **Business Day** means a day of the week recognized by the Purchasing Entity as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.
E. **Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Proposer in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO or NASPO ValuePoint.
F. **Contingent Worker** means the individual being proposed or placed in temporary work under a SOW or Order.
G. **Contractor** means a Proposer with whom the Lead State executes a Master Agreement resulting from this RFP.
H. **Deliverable** means a good, product, Service, solution, result, labor or other effort being sought through this RFP.
I. **Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
J. **Lead State** means the State of Connecticut, acting by the DAS.
K. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Proposer and the Lead State, acting in collaboration with NASPO ValuePoint.
L. **Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor Performance.
M. **Managed Service Provider** or **MSP** means a Contractor that Performs Services associated with the management, recruitment and onboarding of the supply pool of Staffing Resource Providers, including the provision of reports, assistance and guidance to Participating Entity and/or Purchasing Entity.
N. **Managed Service Provider Service Fee** or **MSP Service Fee** means the proposed component of the bill rate representing the fixed percentage increase applied to the NTE fully burdened hourly base rate of a temporary staffing resource, as compensation to the MSP for management of the supply pool of temporary staffing vendors. The MSP Service Fee must include the NASPO administrative fee and all other expenses and profit associated with providing MSP services. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.
O. **Maximum Key Performer Premium** means the percentage applied to the NTE fully burdened hourly base rate for a Contingent Worker exceeding the key Performance criteria requirements.

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P. **National Association of State Procurement Officials** or **NASPO** means the National Association of State Procurement Officials, a 501(c)(3) corporation.

Q. **NASPO ValuePoint** means the cooperative contracting division of NASPO, which facilitates procurements 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.

R. **NTE Fully Burdened Hourly Base Rate** means the hourly rate paid to the Contingent Worker including but not limited to: all salary, overhead costs, general and administrative expenses and profit. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.

S. **Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.

T. **Participating Addendum** means a contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity specific requirements and terms.

U. **Participating Entity** means a state, or other legal entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.

V. **Perform** means to carry out all acts 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.

W. **Price Schedule** means 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.

X. **Proposal** means a Proposer's submission in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP submittal due date and time at the request of the Lead State.

Y. **Proposer** means an entity submitting a Proposal in response to this RFP.

Z. **Prompt Payment Discount** means the payment made to Purchasing Entity as a rebate check after receipt of prompt payment in accordance with the prompt payment discount percentage in Exhibit B Price Schedule.

AA. **Purchasing Entity** means the Lead State, a Participating Entity or a city, county district or other political subdivision of the Lead State or Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues an Order against the Master Agreement and becomes financially committed to the purchase.

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BB. **Request for Proposal or RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.

CC. **RFP Website** means the Lead State's Contracting Portal, CTsource.

DD. **Service** means the labor or work, necessary or appropriate for the Contractor to Perform.

EE. **Staffing Resource Provider** means Contractor's subcontractor or partner, which at a minimum is responsible for placing and handling administration for, including the coordination of payment to, a Contingent Worker.

FF. **Statement of Work or SOW** means the statement issued in connection with an Order for a Deliverable available under the Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Order.

GG. **Vendor Management System or VMS** means the Contractor's web-based software tool used for the provision and management of Contingent Workers. The VMS is a secure internet-enabled system hosted by the Contractor that automates the requisition, approval, evaluation, engagement, management, reporting and payment of Contingent Workers and SOW Deliverables.

HH. **Vendor Management System Service Fee or VMS Service Fee** means the proposed component of the bill rate representing the fixed percentage increase applied to the NTE fully burdened hourly base rate of a temporary staffing resource, as compensation to the MSP for the provision and management of the VMS web-based software tool. The VMS Service Fee must include all expenses and profit associated with providing VMS services. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.

2.2. VENDOR MANAGEMENT SYSTEM

Contractor shall provide a VMS that is specific to the Lead State, each Participating Entity and each Purchasing Entity. Proposer's VMS must be operational at the time of Proposal submittal. Contractor's VMS must follow the National Institute of Standards and Technology ("NIST") 900-series guidelines. Contractor shall maintain Security Operation Center ("SOC') compliance in reportability, availability, confidentiality and privacy throughout the term of the Master Agreement. The VMS shall be a secure end-to-end technology solution that provides the processes, components attributes and functionality described below.

A. Allows option for on-site account management and training of staff as required by Lead State, Participating Entity and/or Purchasing Entity.

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B. Allows and supports both staff augmentation (hourly-based) and SOW (Deliverable-based) engagements.
C. Electronic SOW completion, approval and transmission to Contractor.
D. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
E. Contingent Worker resume submission, review, verification and selection capabilities.
F. Contingent Worker ranking methodologies and capabilities.
G. Scalability and flexibility to unique Participating and Purchasing Entity needs.
H. Timekeeping, invoicing, validation of submitted time and oversight of such.
I. Reporting capabilities for both standard and ad hoc reports.
J. On-line search and query functions.
K. Tracking, monitoring and managing of Contingent Worker staffing and Contractor's Performance.
L. Capture and manage spend under the Master Agreement and Participating Addenda.
M. Other capabilities related to Contractor's available Services as the Lead State, Participating Entity or Purchasing Entity may request, within the scope of the Master Agreement.
N. Contingent Worker staffing search and recruitment capabilities, including specialized and niche IT areas.
O. Customization to meet Lead State, Participating Entity and Purchasing Entity needs.
P. Maintain active links to contractual position titles and pricing.

2.3. STAFF AUGMENTATION (HOURLY-BASED) PROCESS

A. Contractor shall provide short-term, temporary Contingent Workers at hourly rates based on Exhibit B Price Schedule to augment Purchasing Entity staffing needs.
B. Contractor shall manage an ongoing, open enrollment for staff augmentation Staffing Resource Providers.
C. The Staffing Resource Providers, through the Contractor's VMS, shall propose Contingent Workers that meet Purchasing Entity requirements.
D. The following is the anticipated staff augmentation (hourly-based) process. Participating Entity or Purchasing Entity may outline a different staff augmentation (hourly-based) process or establish different requirements in a Participating Addendum or Order.
    1. Purchasing Entity may request Contingent Worker(s) through requisition in Contractor's VMS.
    2. Contractor shall provide at least three (3) screened, qualified Contingent Workers resumes to Purchasing Entity's hiring manager within three (3) Business Days of receipt of the request.

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3. 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.
4. 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.
5. Purchasing Entity shall select the Contingent Worker from the resumes or may request more resumes to be provided by Contractor.
    - If after additional resumes are provided and none meet the requirements as stated in the request and clarified in the re-order process, Purchasing Entity will return the resumes to the Contractor and notify Participating Entity's contract coordinator.
6. Once the Contingent Worker is selected, Purchasing Entity shall issue an Order to Contractor.
7. Contractor shall manage all necessary preparation and on-boarding processes, including background checks, prior to placement.
8. Contractor shall complete time reporting, invoicing, Staffing Resource Provider payment, off-boarding, customer satisfaction surveys and Contingent Worker replacement.
9. Purchasing Entity's hiring manager shall direct the Contingent Worker's duties, responsibilities and work.
    - 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 days of work.

2.4. SOW (DELIVERABLE-BASED) PROCESS

A. Contractor shall provide Contingent Workers in accordance with a Purchasing Entity's SOW.
B. The SOW (Deliverable-based) process will provide access to milestone and fixed-price Deliverable-based work.
C. Contractor may assist Purchasing Entity with the preparation of a SOW defining the requirements, Deliverables and milestones of the effort.
D. Contractors shall compete the SOW within its supply pool of temporary staffing resources.

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E. Each SOW (Deliverable-based) project may be limited to a monetary cap.

F. Revisions outside the scope of the SOW or changing the scope of the SOW are not permitted. Changes within scope of the SOW may be made in accordance with Section 17 of the Master Agreement.

G. 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 Participating Addendum or Order.

1. Purchasing Entity will submit in writing a SOW to Contractor via the VMS or otherwise electronically.
2. The Purchasing Entity will receive proposed Contingent Workers for work under the SOW from the Contractor.
3. The Purchasing Entity may interview the proposed Contingent Workers. The Purchasing Entity may negotiate the best Contingent Worker(s) for the SOW.
4. Contractor shall execute an Order with the Purchasing Entity, and simultaneously, Contractor shall finalize the agreement with the selected temporary staffing resource.
5. Payments shall be based on acceptance of Deliverables and project milestones.
6. Contractor shall track timing and Deliverables, ensuring change orders are created to reflect any change in project scope and timeline.

H. 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:

1. Required Contingent Worker qualifications, experience, education and technology knowledge.
2. Purchasing Entity-identified Deliverables, Services and requirements to be Performed.
3. Associated timeline for the Deliverables to be Performed.
4. Purchasing Entity requirements for fingerprint-supported criminal history background checks, and other background checks, as applicable.
5. The hours of work, the site or location of workplace, the schedule and the project administrator.
6. If the Contingent Worker will have access to Confidential Records.
7. Participating Entity or Purchasing Entity requirements for documentation and reporting requirements (e.g., reports, manuals, analysis or other documentation as identified by the Participating Entity or Purchasing Entity).
8. Applicable technical standards required by the Purchasing Entity.
9. Purchasing Entity policies and procedures.

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10. Applicable timeframes or implementation schedule for the Deliverables and Services.
11. Evaluation, testing and acceptance requirements.
12. Cost of the Deliverables and Services in accordance with the Price Schedule and a payment schedule for same.
13. Position Title and name of Contingent Workers Performing under the SOW.
14. Support and maintenance obligations, if required by the Purchasing Entity.

I. Deliverable-based work may include the following project phases:
   1. Project initiation and planning
   2. Project development
   3. Project implementation
   4. Marketing and/or Advertising
   5. Outreach
   6. Training and knowledge transfer
   7. Documentation
   8. Project closeout to include post implementation support

3. ADDITIONAL REQUIREMENTS

3.1. GOVERNING LAW AND VENUE

This RFP and Proposer's participation in it is governed by and construed in accordance with the laws of the Lead State. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state serving as the Lead State. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State. Proposer and Proposer's participation in this this RFP must comply with all applicable federal, state, and local laws, rules, and policies. All Deliverables proposed by Proposer must comply with all applicable federal, state, and local laws, rules, and policies.

3.2. BACKGROUND CHECK REQUIREMENTS

A. Contractor shall obtain a background check for all its Contingent Workers consisting, minimally, of employment history, post-employment check, professional references, criminal history and court records check and education verification (i.e., degree, license and/or official transcript).

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B. 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.
C. Contractor shall pay all fees associated with obtaining and completing a background check.
D. 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.
E. Prior to submitting a resume to Purchasing Entity in response to a SOW, Contractor shall verify, minimally, the following background checks for each Contingent Worker. 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.
    1. Employment verification: Verification includes dates of employment, reasons for leaving and an explanation for any periods of unemployment. Contractor shall ensure that the candidate actually worked:
        - All positions listed on the application or resume that qualify the individual for the position sought; and
        - All employment during a period of at least two (2) years immediately preceding application.
    2. Employment eligibility check: Verification authorization that the candidate can work within the U.S.
    3. Reference check: Contractor shall contact and verify the references provided by the candidate.
    4. Past employment check: Contractor shall conduct and complete interviews with the candidate's past supervisors.
F. The Purchasing Entity may require Contractor to complete additional background checks, including but not limited to, the following background checks below. All additional testing shall be at the Contractor's expense. Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the Purchasing Entity and its agents in connection with such background checks or testing.
    1. Educational verification: Telephone contact or written verification ensuring that the candidate possesses all educational credentials on application and/or resume.
    2. License verification: Confirmation that the candidate possesses all licenses listed on application and/or resume or otherwise necessary for position. Determination of the disposition of any proceedings against a license.
    3. Tax payment check: Verification that a candidate is current in payment of state and/or federal taxes.

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4. Criminal history check: Criminal records check in jurisdictions where the candidate has lived and/or worked to determine any criminal history.
5. 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/or violent crimes.
6. Court records check: Civil and criminal court records check in jurisdictions where the candidate has lived and/or worked to determine any criminal history or civil judgments.
7. Federal Criminal History Records Information ("CHRI") check: Nationwide criminal history database check.
8. Additional verification or testing as may be required related to pandemic situations such as Coronavirus disease ("COVID").

3.3. MINIMUM QUALIFICATIONS OF POSITIONS

A. All positions identified in the Cost Proposal shall minimally exhibit the following qualities below to allow placement of appropriately skilled personnel.
   1. Knowledge, skill set, education, experience and qualifications for the Position Title.
   2. Proficiency in Microsoft Office Suite, to include but not be limited to, Microsoft Word, Excel, PowerPoint and Outlook.
   3. Effective oral and written communication skills.
   4. Effective interpersonal skills.
   5. Ability to work independently or in a team environment.
   6. Exhibit a high degree of professionalism in the production of Deliverables and in interactions with fellow employees and client personnel.

B. Contractor's staffing resources shall minimally include qualifications of the available individual who meets the Purchasing Entity's requested requirements for the position title and SOW.

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

D. 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.

E. Contractor shall ensure by skills assessment or otherwise that Contingent Workers have the necessary qualifications to Perform the Services set forth in the job posting, position title and SOW.

F. Contractor shall ensure all information provided by Staffing Resource Providers and Contingent Workers in connection with Contractor's consideration of a proposed Contingent Worker and/or providing Services to Purchasing Entity, including but not limited

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to, previous employers, educational records, references and background check results is true and accurate.

3.4. DISCOUNTS, REBATES AND MAXIMUM KEY PERFORMER PREMIUM

A. **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 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, to the total dollars spent.

B. **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.

C. **Maximum Key Performer Premium:** Contractor shall provide a Maximum Key Performer Premium 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 the key Performance criteria requirements.

3.5. DELIVERY

A. Delivery shall be per the Master Agreement and its Exhibits, the Participating Entity's Participating Addendum and the Purchasing Entity's Order and/or SOW.

B. Master Agreement number and 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 the Purchasing Entity's rules, 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 the Purchasing Entity.

3.6. PRICING STRUCTURE

A. This is a Vendor Funded model; therefore costs must reflect the following: The awarded 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. The awarded Contractor will retain the MSP Service Fee percentage and, when applicable, the VMS Service Fee percentage, while the remainder is paid by the awarded Contractor to its Contingent Worker(s).

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1. In this example, the NTE Fully Burdened Hourly Base Rate is $100, the awarded Contractor's MSP Service Fee percentage is 20%, and the VMS Service Fee percentage is 4%. The NASPO administrative fee is 0.25%.
    - If the Purchasing Entity is **not** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor $120 (to include $20 for the MSP fee), and the awarded Contractor pays the Contingent Worker $100, pays NASPO a $0.30 administrative fee, and retains the remainder to cover expenses and profit.
    - If the Purchasing Entity **is** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor $124 (to include $20 for the MSP fee and $4 for the VMS fee), and the awarded Contractor pays the Contingent Worker $100, pays NASPO a $0.31 administrative fee, and retains the remainder to cover expenses and profit.
2. In this example, the SOW-based fixed fee is $10,000, the awarded Contractor's MSP Service Fee percentage is 20%, and the VMS Service Fee percentage is 4%. The NASPO administrative fee is 0.25%.
    - If the Purchasing Entity is **not** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor $12,000 (to include $2,000 for the MSP fee), and the awarded Contractor pays the Contingent Worker(s) $10,000, pays NASPO a $30 administrative fee, and retains the remainder to cover expenses and profit.
    - If the Purchasing Entity **is** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor $12,400 (to include $2,000 for the MSP fee and $400 for the VMS fee), and the awarded Contractor pays the Contingent Worker(s) $10,000, pays NASPO a $31 administrative fee, and retains the remainder to cover expenses and profit.

B. The MSP Service Fee and VMS Service Fee are components of the bill rate representing the fixed percentage increases applied to the NTE Fully Burdened Hourly Base Rate of temporary staffing resource positions in Attachment A. The percentage increases shall be fixed, unless negotiated lower by the Participating Entity, and shall remain constant for the term of the Master Agreement, including any extension(s).

C. Contractor shall pay NASPO ValuePoint a NASPO ValuePoint Administrative Fee in accordance with Exhibit D NASPO ValuePoint Provisions.

D. 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.

E. The NTE Fully Burdened Hourly Base Rates provided in Attachment A may be updated in accordance with the Master Agreement from the effective date.

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F. A differential for a higher or lower cost of living within a geographic area of a state may be negotiated by the Participating Entity for varying markets or market conditions. Information should be based on the most current published data from the Bureau of Labor Statistics ("BLS") Occupational Employment Services ("OES") office. This information is updated annually per the BLS OES publication generated at the Occupational Employment Statistics Query System (https://data.bls.gov/oes/#/home). The following criteria shall be used to generate the report:
    1. Search type = One occupation for multiple geographic areas
    2. Select one occupation = Computer and Mathematical Occupations
    3. Select geographic type = Metropolitan or Non Metropolitan Area
    4. Select one or more areas = U.S.A. - All MSA in this list
    5. Select Next
    6. Select one or more datatypes = All data types
    7. Select Next
    8. Select one or more release dates = (most current)
    9. Select an output type = Excel
    10. Select Submit

G. 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).

H. 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.

I. **Staff Augmentation (Hourly-Based) Process 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.

J. **SOW (Deliverable-Based) Process Pricing.** The payment schedule for SOW (Deliverable-based) projects shall be tied to specific dates, Deliverables, 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 completion of deliverables and shall not exceed the quoted flat, fixed fee, regardless of the number of hours quoted or actually expended. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related Deliverables. No invoice will be approved unless the associated Deliverables have been approved, and the invoice details hourly rates for each Contingent Worker. Participating Entities and Purchasing Entities will select one of the following SOW

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methodology options and will include that methodology in the SOW for a particular project.

1. **Option 1 - Firm Fixed Price.** A firm fixed price method sets a flat fee for all Services to be performed and, notwithstanding section 4(c) (Price Schedule, Payment Terms and Billing and Price Adjustments) of the Master Agreement, is not subject to any price adjustment(s). Each Deliverable must be identified by line item and the cost specified in the SOW.
2. **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 amounts 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.

3.7. FINANCIAL REQUIREMENTS

A. Contractor shall submit billing to the Purchasing Entity at such frequency as mutually agreed upon.
B. Minimally, billing must include the following:
    1. Contractor Federal Tax Identification Number
    2. Order number
    3. Contingent Workers name and position
    4. Total hours worked
    5. NTE fully burdened hourly base rate for applicable position
    6. MSP Fee
    7. VMS Fee, when applicable
    8. Hourly bill rate
C. Contractor shall bill the Purchasing Entity in increments not exceeding one fourth (1/4) of an hour for the work of the Contingent Worker.
D. 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. The Contractor shall keep true and accurate records of the time worked.

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E. 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.
   1. 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. In the event training is included in a SOW, credit for all or a portion of training may be collected by the Purchasing Entity if the Contingent Worker leaves or is assigned elsewhere within six (6) months of the training date. Credit must be pro-rated based on post-training time in Position Title.

F. 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 occurs. Payments may not exceed the state's most current state managerial expense rate.

G. Contractor shall not invoice Participating 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. 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.

H. Contractor shall require the Contingent Worker to work the hours and schedule as mutually agreed upon in the SOW. Purchasing Entity and Contractor shall make reasonable efforts to accommodate schedule changes with a minimum of ten (10) Business Days prior notice.

I. 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 occuring. If overtime is authorized by the Purchasing Entity, overtime will be paid as mutually agreed upon but must not exceed one and one half (1-1/2) times the appropriate hourly rate.

3.8. WAGES

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

3.9. SECURITY AND/OR PROPERTY ENTRANCE POLICIES AND PROCEDURES

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To the extent applicable, the Purchasing Entity will provide Contactor and Contingent Workers copies of the applicable security and property entrance policies and procedures prior to the commencement of Performance. Contractor shall ensure all policies and procedures are understood and followed by Contingent Workers.

3.10. REPLACEMENT OF CONTINGENT WORKER

A. If a Contingent Worker currently Performing work for a Purchasing Entity separates from Contractor's employment, Contractor shall notify the Purchasing Entity in writing within one (1) Business Day after Contractor becomes aware of said Contingent Workers departure or in the event of an unanticipated departure of a Contingent Worker.
B. At the discretion and request of the Purchasing Entity, Contractor shall replace any Contingent Worker, either pursuant to this section or section 23 of the Master Agreement, 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), when applicable.
C. Upon receipt of written notice of replacement or removal of the Contingent Worker, the Contractor shall immediately work with the supervising manager to re-direct the Contingent Workers 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.
D. 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 Order and/or SOW, the Purchasing Entity shall receive a credit based upon the following:
    1. 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.
    2. A ten (10) percent credit will be applied to the 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.

3.11. CURRENT CONTINGENT WORKER RETENTION

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A. To the extent that existing Contractors are in place within a state, Contractor shall assist Participating and Purchasing Entities in transitioning existing Contractors and Contingent Workers to their VMS for continuity purposes at no additional cost to Participating and Purchasing Entities.
B. Participating and Purchasing Entities with SOWs and/or Orders in place at the time of the Master Agreement effective date shall have the option of transitioning to this Master Agreement, or continuing until the SOW and/or Order is completed.
C. Contractor shall provide Participating Entity and Purchasing Entity the following options to retain Contingent Workers Performing work under a SOW and/or Order at the time of this Master Agreement effective date.
    1. Onboarding existing Contingent Workers with the same bill rate and at no additional expense to Participating Entity.
    2. Providing Purchasing Entity the option to defer transition to a later date for current SOW and/or Order.

3.12. RELATIONSHIP OF CONTINGENT WORKERS TO THE PURCHASING ENTITY

A. Contractor and the Contingent Worker do not constitute employees of the 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 the Purchasing Entity or any similarity, intentional or otherwise, to an existing Purchasing Entity classified job description.
B. Contractor and Contingent Worker shall identify themselves as Contractor and shall include such designation as part of their email signature.
C. 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.
D. If the Participating Entity and/or 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 Participating Entity and/or Purchasing Entity, or Contingent Worker.

4. HOW WE WILL CHOOSE

4.1. EVALUATION PROCESS AND CRITERIA

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A. The following information, in addition to the requirements, terms and conditions identified throughout this RFP, will be considered as part of the selection process and are listed in order of relative importance.

B. All responses will be reviewed and scored by the NASPO ValuePoint Multistate Sourcing Team and the evaluation process will consist of the following stages:

1. **STAGE 1: Administrative Response Requirements (Pass or Fail).** All Proposals will be reviewed first to ensure that they meet the mandatory submittal requirements listed below. Any Proposal not meeting the mandatory submittal requirements may be found non-responsive.
    - Attachment A - Cost Proposal
    - Attachment B - Account and Technical Questionnaire
    - Attachment C - Business Questionnaire
    - Security Disclosure Statement in accordance with Attachment D
    - Review and proposed edits to (1) 22PSX0086 Master Agreement and Exhibits and (2) Attachment E - RFP 22PSX0086 State of Connecticut Participating Addendum
2. **STAGE 2: Business and Technical Proposal.** All Proposals will be reviewed and scored based on the evaluation criteria for this stage listed in order of importance below. Scores will be on a rating scale out of four (4) points and averaged. Maximum total points is four (4) for Stage 2 (Business and Technical Proposal). Only those Proposals meeting or exceeding a score threshold of three (3) points for Stage 2 (Business and Technical Proposal) score will be eligible to move on to Stage 3 (Cost Proposal).
    - Technology
    - Demonstrated Performance, experience, capabilities and resources
    - Management and quality assessment
    - Business assessment
    - Approach
    - Demonstrated ability to meet terms and conditions
3. **STAGE 3: Cost Proposal.** All Proposals will be reviewed and scored based on the evaluation criteria for this stage listed in order of importance below. Scores will be on a rating scale out of four (4) points and averaged. Maximum total points is four (4) for Stage 3 (Cost Proposal).
    - Fees, rebates and discounts
    - NTE hourly rate sheet
    - IT position descriptions
4. Following completion of Stage 3 (Cost Proposal), Proposals will be ranked by the total sum of the Proposer's Stage 2 (Business and Technical Proposal) score and Stage 3 (Cost Proposal) score.

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C. After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which Proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:
   1. Identification of a natural break in total scores
   2. Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified; and
   3. Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

D. Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards.

E. Following approval of the NASPO ValuePoint executive council, negotiations will begin with the highest scoring Proposers. Awards will be posted as Master Agreements are executed via amendments on the Lead State's Contracting Portal, CTsource. The Lead State's Contracting Portal, CTsource, will be updated to final award once all Master Agreements are executed.

4.2. EVALUATION CONSIDERATIONS

A. The Multistate Sourcing Team may, at its sole discretion, conduct additional rounds of discussions and a Best And Final Offer (BAFO) round.

B. The Lead State reserves the right to determine the number of awarded Contractors based on determining factors (e.g., a natural break in score, number of awardees).

C. The Multistate Sourcing Team may request the Proposers eligible for award to submit a demonstration video of certain functionality of the proposed VMS.

5. PROPOSER RESPONSE EXPECTATIONS AND REQUIREMENTS

5.1. WHEN RESPONDING TO THIS RFP, PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

A. This RFP will result in multiple Contractors; however, the exact number of Contractors will be determined at the time of award.

B. Participating Entities may require the proposed VMS to integrate with Oracle or PeopleSoft or other financial systems as set in place.

C. Proposer must offer a VMS and all MSP Services.

D. The Master Agreement may be used to acquire the temporary Services of Contingent Workers holding the positions listed in Attachment A and any other role or function within

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the scope of the award to the Contractor requested by a Participating Entity or Purchasing Entity following a properly executed amendment to the Master Agreement adding the new roles.

E. Participating Entities and Purchasing Entities may limit the length of time Contingent Workers may work in place.

F. The Master Agreement may require all work Performed under the Master Agreement to be compliant with Section 508 digital accessibility and web standards and where applicable, with IRS Publication 1075 Tax Information Security Guidelines for Federal, state and Local Agencies.

G. Participating Entities and Purchasing Entities may request the Services of a Contractor under the Master Agreement at any time and/or from time to time.

H. As a vendor-funded Service provider contract, Participating and Purchasing Entities shall not pay a separate Service or vendor management fee. Charges shall be composed only of base rates and allowable percentage markups.

I. Participating Entities may require the Contractors to meet minority, women or other business enterprise commitments throughout the life of the Master Agreement.

J. Proposer is wholly responsible for ensuring Proposer's Proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a proposal after the RFP submittal due date and time.

K. Proposer is expected to submit Proposer's most favorable terms and pricing in its original Proposal submitted by the RFP submittal due date and time. The Lead State is under no obligation to provide Proposer an opportunity to modify or submit an addendum to Proposer's original Proposal or to submit another Proposal, including a best and final offer, prior to final evaluation and award. Alternate Proposals will not be accepted unless otherwise specified in this RFP.

L. All costs incurred by Proposer in the preparation and submission of a Proposal, including any costs incurred during discussions, clarifications or demonstrations, are the responsibility of Proposer and will not be reimbursed.

M. No additions or changes to any Proposal will be allowed after the Proposal submittal due date and time unless such modification is specifically requested by the Lead State. The Lead State, at its option, may seek Proposer retraction and/or clarification of any discrepancy or contradiction found during its review of Proposals.

N. Firm Offer. Proposer's proposal will act as a firm offer for one hundred eighty (180) days following the RFP submittal due date. After one hundred eighty (180) days, the offer will remain open unless revoked by Proposer via written withdrawal of Proposer's proposal in accordance with Lead State law.

O. Ownership and Disclosure of Proposals.

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1. Hard copy proposals and tangible items submitted by Proposer in connection with this RFP, including physical media and product samples, will become the property of the Lead State and may not be returned to Proposer.
2. Proposer grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Proposer's proposal, which may be:
    - Shared with NASPO members;
    - Shared with entities represented on the Multistate Sourcing Team;
    - Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
    - Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
    - Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
3. If Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a redacted proposal does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

P. Confidential Information. If Proposer is provided or given access to Confidential Information in connection with this RFP, Proposer will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Proposer will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Proposer's proposal, or execution of a Master Agreement between the Lead State and Proposer.

Q. Consideration of External Information. The Lead State and Multistate Sourcing Team may consult external sources and consider external information to confirm the responsibility of Proposer, the responsiveness of Proposer's proposal, and the veracity of any representation made by Proposer. Proposer will be given a reasonable opportunity to

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respond to any external information obtained by the Lead State and Multistate Sourcing Team that materially and negatively affects evaluation of Proposer's proposal. External information does not include information obtained from references provided by Proposer.

R. Potential Participation by Canadian Entities. In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.

5.2. THE SELECTED CONTRACTOR(S) SHALL:

A. Provide qualified, competent, licensed and certified Contingent Workers with the specific technical expertise, experience, licenses, certifications and other qualifications requested by the Purchasing Entity and consistent with the SOW and the Master Agreement resulting from this RFP. In cases where special licenses, accreditations or certifications are required by state, Federal or Local law, statute or regulation to Perform Services of specified job descriptions, Contractor shall be required to provide copies of such license, accreditation or certification within five (5) Business Days upon request.

B. Be responsible for payment of all fees charged by the Staffing Resource Providers.

C. Be solely responsible to ensure the payment of all salaries, wages, bonuses, Social Security, taxes, federal and state unemployment insurance, liability and worker's compensation insurance, employee benefits and any and all taxes related to Contingent Workers provided under the Master Agreement.

D. Be solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining laws.

E. Adhere to applicable Participating and Purchasing Entity policies and standards. For the Lead State, these are set forth in the following link under "Technology", as it may be updated: https://portal.ct.gov/OPM/Fin-General/Policies/PoliciesGuidelines-and-Labor-Contracts.

F. Ensure Staffing Resource Providers adhere to applicable Participating and Purchasing Entity policies and standards.

G. Disclose any and all financial interests with any of its Staffing Resource Providers. Participating Entities may reserve the right to include affiliated Contractors party participation in Contractors total participation aggregate.

H. Be liable for the work and actions of any Staffing Resource Provider used to fulfill contractual obligations.

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I. Comply with any Lead State, Participating Entity or Purchasing Entity requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices and security procedures, all of which the Participating Entity or Purchasing Entity will have made available to the Contractor prior to executing the Participating Addendum or the Contractor accepting the SOW or Order.

J. At minimum, be responsible for the following:
   1. Increasing the overall quality and speed of searching for, recruiting and acquiring temporary Contingent Workers in the awarded category(ies), including specialized and niche IT areas.
   2. Implementing and configuring a secure, production-ready, web-based VMS to centrally capture and manage contract Orders and spend. This may also include the need to share data with Participating or Purchasing Entities' existing systems.
   3. Adding value in the areas of temporary Contingent Worker procurement and utilization.
   4. Reducing costs associated with Contingent Worker engagements and oversight of such.
   5. Minimizing the time spent engaging Contingent Workers and ensuring compliance with Participating and Purchasing Entities' policies and procedures.
   6. Developing processes and policies that ensure compliance with legal, statutory and regulatory requirements.
   7. Tracking, monitoring and managing Staffing Resource Providers' and Contingent Workers' Performance.
   8. Providing reports that will help with budgeting and visibility into Contingent Worker spend.
   9. Maintaining availability of quality Contingent Workers, including updating the VMS to remove non-compliant Staffing Resource Providers and/or Contingent Workers.

5.3. THE PURCHASING ENTITY SHALL:

A. Provide all necessary supplies, equipment, workspace and parking for the Contingent Worker.

B. Pay the Contractor for hours worked when a Contractor provides a Contingent Worker on a specified date and time and the Contractor's Contingent Worker is on time to Perform the specified Services.

C. Have the right to accept or reject any Contingent Worker provided by the Contractor at any time with or without cause.

D. May require Contractor, and Contractor shall, track Contingent Worker time via an electronic time and attendance system.

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E. May request, and the Contractor shall provide, any Services that is within scope of the Master Agreement.

5.4. RIGHTS RESERVED TO THE LEAD STATE

A. **Waiver.** The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP. The Lead State may waive minor irregularities or defects in a Proposer's Proposal.

B. **Discussions, Clarifications and Demonstrations.** The Lead State may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Proposers prior to awarding a Master Agreement. Proposers are expected to be ready to participate in discussions, clarifications or demonstrations with limited notice. Discussions, clarifications and demonstrations must be consistent with Proposer's original Proposal and will become an addendum to Proposer's Proposal.

C. **RFP CONTACT AND MULTISTATE SOURCING TEAM.** The Lead State may change the RFP contact at any time. The Lead State may notify potential Proposers of the change via an update to the RFP Website. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing Team, provided the composition complies with the Lead State's laws, rules and policies.

D. **Rejection of Proposals.** The Lead State may reject Proposer's Proposal at any time if the Lead State determines that:
   1. The proposal is non-responsive;
   2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
   3. Proposer is not responsible; or
   4. Proposer has committed a violation of procurement law, rule or policy.

E. **Cancellation.** The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.

F. **No Exclusivity.** Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule or policy. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that: (a) there is insufficient

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competition among Contractors awarded a Master Agreement resulting from this RFP; (b) the quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or (c) changes in the industry, market or technology justify the solicitation of new or supplemental Contractors or Deliverables.

G. **Mandatory State Preferences.** The Lead State may apply mandatory evaluation preferences to Proposals of eligible Proposers as set forth in applicable laws, rules, policies or provisions of this RFP. Proposers that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead State but will not be awarded a NASPO ValuePoint Master Agreement for use by other states and eligible entities.

H. **Conditional Awards.** Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:

1. Approval by NASPO ValuePoint;
2. Approval by any individual or group of individuals required to approve Lead State contracts, including but not limited to legal counsel, an overseeing board, or agency head; and
3. Negotiation of Master Agreement terms, conditions and pricing satisfactory to the Lead State, awarded Proposer, and NASPO ValuePoint.

Approval of awards and Master Agreements may be in whole or in part. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only. Proposer agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

I. **Term.** The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

5.5. PROPOSAL REQUIREMENTS

Proposer's Proposal must include the following:

A. Proposed process for when VMS is not used by Participating Entity and/or Purchasing Entity for the following:

1. On-site account management and training of staff as required by Lead State, Participating Entity and/or Purchasing Entity.

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2. Supporting both staff augmentation (hourly-based) and SOW (Deliverable-based) engagements.
3. SOW completion, approval and transmission to Contractor.
4. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
5. Contingent Worker resume submission, review, verification and selection.
6. Contingent Worker ranking methodologies and capabilities.
7. Timekeeping, invoicing, validation of time and oversight of such.
8. Reporting capabilities for both standard and ad hoc reports.
9. Tracking, monitoring and managing of Contingent Worker staffing and Contractor's Performance.
10. Capture and manage spend under the Master Agreement and Participating Addenda.
11. Other capabilities related to Contractor's available Services as the Lead State, Participating Entity or Purchasing Entity may request, within the scope of the Master Agreement.
12. Contingent Worker staffing search and recruitment capabilities, including specialized and niche IT areas.

B. Proposed process to ensure only the most qualified candidate resumes are provided to Purchasing Entity. The following should be considered:
   1. Will an IT recruiter be used to verify that the best candidate resumes are provided to Purchasing Entity to allow placement of qualified and skilled personnel? Will the IT recruiter be a person?
   2. How will Proposer limit the quantity of resumes provided to Purchasing Entity (e.g. ten (10) instead of fifty (50)) to only those most qualified and skilled?

C. Proposed list of key Performance criteria requirements that a Contingent Worker must meet or exceed to be eligible to receive the Key Performer Premium percentage proposed in the Cost Proposal.

5.6. SECURITY DISCLOSURE STATEMENT

Purchasing Entities are concerned about the security and privacy of information and data related to the Performance of the Master Agreement. The type of data and information transmitted, stored and processed by the Services will vary based on the Purchasing Entities requirements. As a result, it is not possible to establish a single set of security requirements all Services awarded under this Master Agreement must meet. Each Purchasing Entity purchasing from this Master Agreement will determine which Services have the appropriate cyber security and data controls in place to meet their specific needs. To assist Purchasing Entities and to

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qualify for any award, Proposer must submit a security disclosure statement addressing all elements listed in Attachment D.

5.7. COST PROPOSAL

A. Proposers must complete Attachment A in accordance with the instructions therein. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of the Cost Proposal may result in Proposer's Proposal being deemed non-responsive.
B. Proposers must submit pricing for all states in order to be considered for award.
C. Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
D. Inclusion of cost or pricing information in any document other than the Cost Proposal may result in Proposer's Proposal being deemed non-responsive.
E. Proposer's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Proposer must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection F below, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
F. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
G. In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness by the Lead State. Submission of costs determined not to be reasonable by the Lead State may result in Proposer's Proposal being rejected, regardless of the results of the Cost Proposal evaluation.
H. At the Lead State's discretion, points earned in the Cost Proposal evaluation may be normalized and scaled to award the Proposer earning the highest total cost score the maximum number of cost points possible.

5.8. REQUIRED SUBMISSIONS

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The following must be submitted with Proposer's Proposal:

A. Any response required to be submitted directly through the RFP Website.
B. Completed Attachment A, Cost Proposal, submitted as a separate document and separate file.
C. Completed Attachment B, Account and Technical Questionnaire.
D. Completed Attachment C, Business Questionnaire, and applicable subcontractor affidavit(s) submitted as a separate document and separate file.
E. Security Disclosure Statement in accordance with Attachment D, submitted as a separate document and separate file.
F. Redlined copy of Sample Master Agreement and Attachment E in accordance with the instructions in section 5.9.
G. Redacted copy of Proposal clearly marked as such, if claiming confidential, proprietary or protected information.

5.9. MASTER AGREEMENT AND ATTACHMENT E REVIEW AND SUBMITTAL INSTRUCTIONS

A. Proposer's shall fully review and edit the draft (1) 22PSX0086 Master Agreement and Exhibits and (2) Attachment E - RFP 22PSX0086 State of Connecticut Participating Addendum issued with the RFP. The Proposer's edited versions will be a part of the Proposer's RFP response.
B. Proposer must indicate edits using Microsoft Word Track Changes and upload the edited version as part of their RFP response.
C. Each edit must be accompanied by a comment explaining why the Proposer is requesting the edit.
D. If Proposer has no edits, the Proposer shall state such as a comment using Microsoft Word Track Changes on the Master Agreement cover page (the page indicated by the CTsource lighthouse logo) and upload this version as part of their RFP response.
E. Proposer's RFP response received without a fully completed contract review as instructed above may be rejected by the Multistate Sourcing Team as non-responsive.
F. The quantity, breadth, and nature of modifications proposed by Proposer may be considered in the Lead State's evaluation of Proposer's proposal and of its risks, costs and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.

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EXHIBIT D - The Contractor's Response to the Solicitation

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EXHIBIT B
PRICE SCHEDULE

Contractor Name: Computer Aid, Inc

1. Fees, Rebates and Discounts

Maximum Key Performer Premium
50.00%

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	2.50%	2.50%	2.40%	2.30%	2.20%	2.10%	2.00%	1.90%	1.80%	1.70%
VMS Service Fee	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
Annual Volume-Based Rebate Percentage		0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%

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

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EXHIBIT B
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Contractor Name: Computer Aid, Inc

2. NTE Hourly Rate Sheet

| # | POSITION TITLE | NTE FULLY BURDENED HOURLY RATE BY AUS ACTION | | |

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Contractor Name: Computer Aid, Inc

3. IT Position Descriptions

#	POSITION TITLE	QUALIFICATIONS	DUTIES AND RESPONSIBILITIES
1	.Net Developer	Full-time professional work experience in the development and support of Information Technology applications. Successful completion of an Information Technology Certification program, accredited college and/or graduate training may substitute for the required work experience. Technical expertise in the following could be required: ASP.NET; C#; HTML; CSS; JavaScript; Entity Framework; SQL Server; Azure DevOps	Responsible for analysis, design, coding, and component and assembly testing of all .Net application code owned by the Application Team. .Net Developers typically are involved in maintenance (including production support), enhancement, and development work. .Net Developers have a range of skills and knowledge of the technologies used and applications supported by the Application Team. The Application Developer works with the Business Analyst, Application Architect, and other Application Development Team members on an as needed basis to ensure that design and code meet customer requirements.
2	Application Developer	Full-time professional work experience in the development and support of Information Technology applications. Successful completion of an Information Technology Certification program, accredited college and/or graduate training may substitute for the required work experience.	Responsible for analysis, design, coding, and component and assembly testing of all application code owned by the Application Team. Developers typically are involved in maintenance (including production support), enhancement, and development work. Developers have a range of skills and knowledge of the technologies used and applications supported by the Application Team. The Application Developer works with the Business Analyst, Application Architect, and other Application Development Team members on an as needed basis to ensure that design and code meet customer requirements.
3	Application Support Analyst	Full-time professional work experience in Information Technology.	Administers and maintains software infrastructures and applications. Collaborates with Application Developers and Software Engineers in the design and development new applications and improvement of existing applications. Runs application testing on designed programs, and provides accurate, quality analyses of new program applications.
4	Application Systems Analyst / Programmer	Full-time professional work experience in Information Technology. Prior experience with various technologies and roles, including prior analysis, requirements gathering and formal modeling experience, but typically also has some prior experience in Programming languages such as JAVA, .NET, COBLAT, etc. Substitutions: Accredited college training may substitute for the required work experience. Successful completion of an Information Technology Certification program, may substitute for the required work experience with a maximum substitution of two (2) years. Two (2) years of work experience as an Application Systems Analysis/Programming-Specialist; Application Systems Analysis/Programming-Intermediate; Application Developer-Senior may substitute for all of the required experience.	The Application System Analyst analyzes user requirements, procedures, and problems to automate processing or to improve existing computer system. They confer with personnel of organizational units involved to analyze current operational procedures, identify problems, and learn specific input and output requirements, such as forms of data input, how data is to be summarized, and formats for reports. The Application System Analyst writes detailed descriptions of user needs, program functions, and steps required to develop or modify computer program. The Application System Analyst/Programmer reviews computer system capabilities, specifications, and scheduling limitations to determine if requested program or program change is possible within existing system and then implements required changes.
5	Architect	Experience in various technologies and roles, including designing, developing, and implementing application infrastructure to provide highly-complex, reliable, and scalable applications and systems to meet the organization's objectives and requirements.	Responsible for designing, developing, and implementing application infrastructure to provide highly-complex, reliable, and scalable applications and systems to meet the organization's objectives and requirements. Applications Architects are familiar with a variety of the application technologies, frameworks, environments, concepts, methodologies, practices and procedures, and rely on experience and judgment to plan and accomplish goals. Application Architects are able to perform a variety of complicated tasks with minimal or no direct supervision. They have proven experience defining systems and application architecture and provide vision, problem anticipation, and problem solving ability to organizations. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.
6	Artificial Intelligence ("AI") Architect	Experience with machine learning programming languages such as: Python, C++, JavaScript, Java, C#, Julia, Shell, R, TypeScript, Scala.	Develops artificial intelligence, machine learning, deep learning, and natural language processing algorithms. Designs artificial intelligence solutions to solve business problems. Implements complex data systems.
7	AI Engineer	Experience with machine learning programming languages such as: Python, C++, JavaScript, Java, C#, Julia, Shell, R, TypeScript, Scala.	Develops and utilizes simulations and models. Evaluates tools, technologies, architectures, models, and test results. Heads meetings regarding AI with external parties and internal business-embedded innovation teams. Collaborates with lead engineers to define subsystem requirements and acceptance criteria.
8	Big Data Architect	Proficient understanding of distributed computing principles; Proficiency with Hadoop v2, MapReduce, HDFS; Experience with building stream-processing systems, using solutions such as Storm or Spark-Streaming; Good knowledge of Big Data querying tools, such as Pig, Hive, and Impala; Knowledge of various ETL techniques and frameworks, such as Flume.	Designs and develops big data solutions. Analyzes data models to ensure they are efficient for developing proper analysis. Discerns customer requirements and confirms models address them.
9	Big Data Engineer	Thorough understanding of the underlying technologies that make up cloud computing: IaaS, PaaS and SaaS implementation. Skilled in exploratory data analysis or EDA to ensure ETL/ELT work and skilled in working with tools like SSRS, Excel, PowerBI, Google Looker, PowerBI etc. A big data engineer should be familiar with Python's libraries SciPy, NumPy, sci-kit learn, pandas, etc. Data engineers should be able to script in multiple languages.	Develops, engineers, maintains, runs tests, evaluates, and implements big data infrastructure, projects, tools, and solutions within an organization, working with the latest database technologies, in order to get results from vast amounts of data quickly. Selects and integrates big data tools and frameworks required to provide requested capabilities. Collects, stores, processes, manages, analyzes, and visualizes large sets of data to turn information into insights using multiple platforms; chooses optimal solutions to use for those purposes; maintains, implements, and monitors them; and integrates them with the architecture used across the organization.
10	Business Analyst	• Experience conducting Facilitated Workshops for requirements analysis. • Experience creating workflows using formal notation such as the Business Process Modeling Notation (BPMN). • Knowledge of formal requirements gathering methodologies. • Experience developing Business Requirements • Experience developing Functional requirements • Experience developing User (stakeholder) requirements • Experience developing Quality-of-service (non-functional) requirements • Experience developing Report Specifications • Experience developing Requirements Traceability Matrix	Responsible for the set of tasks and techniques used to work as a liaison among stakeholders in order to understand the structure, policies, and operations of an organization, and to recommend solutions that enable the organization to achieve its goals. A Business Analyst primarily reviews, analyzes, and evaluates business systems and user needs.
11	Business Intelligence Analyst/Developer	Bachelor's degree in business, economics, information science or a related field. A Certified Business Analysis Professional (CBAP) certification through the International Institute of Business Analysis (IIBA) is a plus.	Analyzes data and processes to provide business intelligence information to management. Advises management on the content and interpretation of business data. Utilizes software to conduct analyses and manage data processes. Recommends alternative data or analysis solutions to management based on available data and business needs. Implements new data or analysis processes based on changing business or industry conditions.
12	Business Intelligence Architect/Developer	Bachelor's degree in business, economics, information science or a related field. A Certified Business Analysis Professional (CBAP) certification through the International Institute of Business Analysis (IIBA) is a plus.	Provides expert guidance on Business Intelligence (BI) skills and technologies. Developd scalable and maintainable BI applications to meet business objectives. Develops security and authentication standards for the organization. Maintains accurate and complete technical architectural documents. Defines BI standards, guidelines, and best practices for business groups and technical teams. Supports BI tools upgrades in development, testing, and documentation. Performs maintenance and troubleshooting activities for BI tools. Diagnoses and resolves BI tool capacity issues. Recommends strategies to improve performance and capacity of BI tools. Addresses customer queries and issues in a timely manner. Provides BI administration and technical support during weekends, after-hours and holidays when needed. Provides technical training on BI tools to junior staff. Collaborates with BI Administrators, Developers, and Analysts for successful development of BI reporting and analysis solutions. Work with business groups and technical teams to develop and maintain data warehouse platform for BI reporting.

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EXHIBIT B
PRICE SCHEDULE

#	POSITION TITLE	QUALIFICATIONS	DUTIES AND RESPONSIBILITIES
13	Cloud Architect	• Knowledge and experience with some of the major CSPs (AWS, Azure, IBM & Google). • Experience designing IaaS, PaaS and SaaS architectures. • Knowledge of Service Registries and Cloud brokers. • Understands Stateful and Stateless services. • Knowledge of web services technologies- Restful services. • Understanding of distributed systems, databases and search systems.	Designs, develops, implements, utilizes, and conforms to enterprise cloud architecture application solutions, strategies, processes, and standards, focusing on expertise in cloud technologies. Collaborates with business owners, Analysts, Engineers, development teams, and infrastructure services to define, establish, and communicate application and data architecture standards, policies, and directions. Designs high quality architectures, and drives architecture activities that are aligned to organization requirements set by leadership on behalf of stakeholders and are consistent with enterprise architectural standards.
14	Cloud Engineer	• Knowledge and experience with some of the major CSPs (AWS, Azure, IBM & Google). • Experience designing IaaS, PaaS and SaaS architectures. • Knowledge of Service Registries and Cloud brokers. • Understands Stateful and Stateless services. • Knowledge of web services technologies- Restful services. • Understanding of distributed systems, databases and search systems.	Researches, designs, develops, runs tests, and evaluates systems that support cloud implementation and integrates with cloud service providers, applying principles and techniques of computer science, engineering, and mathematical analysis. Plans and conducts technical tasks associated with the implementation and maintenance of internal cloud enterprise-shared virtualization infrastructure. Develops and executes cloud solution roadmaps as they relate to business and executes company strategy to drive the achievement of business objective.
15	COBOL Programmer	Knowledge and expertise of the following technical skills: Databases: MS SQL Server, Oracle RDB, and DB2 Languages: Java, COBOL, TSO, JCSL, and CICS Platforms/systems: z/OS, Windows, Linux, UNIX, IBM Mainframe Tools: Endevor, Abend-aid, Xpediter, Rational, and Micro Focus	A COBOL programmer is one who writes and works hands-on with a large-scale computer developing code in COBOL. A COBOL programmer will develop and maintain COBOL applications, test COBOL programs to catch errors and apply solutions to the faulty lines of the computer code responsible, document and file systems and enhance programs that are developed and implemented, gather and document system requirements, and fine-tune DB2 SQL queries.
16	CRM Architect	Bachelors degree in Information Systems, Software Engineering or a related field. Experience with some or all of the following: C#, .NET, Competitors Business processes in BSS and OSS areas, CRM SDK, Defining CRM architecture and integration points in BSS environment, ETOM and frameworx.	Develops and designs requirements for the CRM system in consultation with multiple departments. Gathers technical requirements and concepts for the further development of technical requirements for the CRM system. Defines the business requirements for a scalable CRM infrastructure. Provides technical and professional servicing of the CRM system.
17	Cyber Security Analyst	Proven work experience as a Cybersecurity Analyst or similar role Experience in information security or related field Experience with computer network penetration testing and techniques Understanding of firewalls, proxies, SIEM, antivirus and IDPS concepts Ability to identify and mitigate network vulnerabilities and explain how to avoid them Bachelor's degree in computer science or related field is preferred	A trained cyberprofessional who specializes in network and IT infrastructure security. The cybersecurity analyst thoroughly understands cyberattacks, malware, and the behavior of cybercriminals, and actively seeks to anticipate and prevent these attacks. Develops and implements advanced cyber defense solutions and changes for organizations, safeguards the corporate infrastructure from infiltrations of exfiltration, and assures that the system is built to specification and is deployed successfully. Designs, maintains, and operates highly complex and high secure communications network environments. Performs in-depth network security analysis, and conducts preliminary incident response, event analysis, and threat intelligence. Reviews security events that could be a detriment to the organization's overall security stance.
18	Cyber/Information Security Engineer	A degree in computer science, IT, systems engineering, or related qualification. Must have an excellent understanding of technology infrastructures using Firewalls, VPN, Data Loss Prevention, IDS/IPS, Web-Proxy, and Security Audits. Must be comfortable working with a variety of technologies, security problems, and troubleshooting of the network. Proficiency in Python, C++, Java, Ruby, Node, Go, and/or Power Shell.	Cybersecurity engineers, sometimes called information security engineers, identify threats and vulnerabilities in systems and software, then apply their skills to developing and implementing high-tech solutions to defend against hacking, malware and ransomware, insider threats and all types of cybercrime.
19	Data Administrator	Full-time professional Information Technology Project Development work experience and/or Function/Business Process Analysis work experience. Substitutions: Accredited college training may substitution for the required work experience. Two (2) years of work experience as a Database Analyst-Senior ; Data Warehousing Administrator ; Data Architect ; Database Analyst-Intermediate ; Data Warehousing Analyst may substitute for all of the required experience.	It is the data administrator's responsibility to implement and execute data mining projects and make reports to provide understanding into sales, marketing, and purchasing opportunities and business trends. The role would also include updating information to the company's database and official company website. Moreover, they also do reports about data analysis, forecasting, and other research activities that lead to decision making.
20	Data Analyst	Strong mathematical skills to help collect, measure, organize and analyze data; Knowledge of programming languages like SQL, Oracle, R, MATLAB, and Python; Technical proficiency regarding database design development, data models, techniques for data mining, and segmentation; Experience in handling reporting packages like Business Objects, programming (Javascript, XML, or ETL frameworks), databases; Proficiency in statistics and statistical packages like Excel, SPSS, SAS to be used for data set analyzing.	The Data Analyst assesses complex data systems and programs in support of ad-hoc and standing management or customer requests. Creates programs, methodologies, and files for analyzing and presenting data. Examines data quality, applications, and functions. Produces output and sustains operation. Researches new data sources and analytical tools. Contributes to new product development and improvement in product delivery and presentation. Develops awareness of and familiarity with issues and events affecting organization, department, and/or customer. Uses and supports database applications and analytical tools. Uses timely and appropriate participation of users/customers in data collection and query systems.
21	Data Architect	Proven work experience as a Data Architect, Data Scientist, Data Analyst or similar role In-depth understanding of database structure principles Experience gathering and analyzing system requirements Knowledge of data mining and segmentation techniques Expertise in SQL and Oracle Proficiency in MS Excel Familiarity with data visualization tools (e.g. Tableau, D3.js and R) Proven analytical skills BS in Computer Science or relevant field	Builds and maintains a company's database by identifying structural and installation solutions. Works with database administrators and analysts to secure easy access to company data. responsibilities include: - Translating business requirements into technical specifications, including data streams, integrations, transformations, databases, and data warehouses - Defining the data architecture framework, standards, and principles, including modeling, metadata, security, reference data such as product codes and client categories, and master data such as clients, vendors, materials, and employees - Defining reference architecture, which is a pattern others can follow to create and improve data systems - Defining data flows, i.e., which parts of the organization generate data, which require data to function, how data flows are managed, and how data changes in transition - Collaborating and coordinating with multiple departments, stakeholders, partners, and external vendors
22	Data Center Operation Control	Experience with various technologies and roles, including Mainframe, COBOL, tape archiving, JCL, IDMS, MVS/TSO, ISPF, NOC monitoring software.	Oversees the day-to-day management of all data center operations, policies, and procedures. Manages supervisors and operators engaged in inputting data into various storage media, manipulating existing data, editing data, and proofing new entries into database for accuracy. Interprets company policy to employees, and enforces company policies and practices. Analyzes and resolves work problems, or assists employees in solving work problems.
23	Data Center Operations/Administrator	Experience with various technologies and roles, including Mainframe, COBOL, tape archiving, JCL, IDMS, MVS/TSO, ISPF, NOC monitoring software.	Supports data center operations, working directly with the equipment, and utilizing knowledge of networking concepts, networking implementation, software concepts, and requirements in the testing and analysis of all elements of a data center facility. Maintains continuous operation of the equipment, including troubleshooting and repairing equipment failures, upgrading hardware, configuring new equipment, and monitoring the server, network performance, and operations. Assures that proper performance levels are sustained, that the network stays up and online, that data is accessible, that the processing and performance speed and power maintains efficiency at all times, and that downtime is kept to a minimum. Maintains documentation of daily operations; evaluates, analyzes, and documents critical data regarding the system's performance; determines which areas fall below efficiency standards, and addresses them.
24	Data Scientist	Bachelor's degree (or equivalent) in statistics, applied mathematics, or related discipline. Proficiency with data mining, mathematics, and statistical analysis. Advanced experience in pattern recognition and predictive modeling. Experience with Excel, PowerPoint, Tableau, SQL, and programming languages (ex: Java/Python, SAS)	The Data Scientist collects and analyzes statistics and information from multiple sources to spot trends and to gain maximum insight that can give the company a competitive advantage, and communicates informed conclusions and recommendations across an organization's leadership structure. Strategizes and identifies unique opportunities to locate and collect new data, explores and mines data from many angles, and determines what it means. Communicates data findings to both business and IT leaders to influence how an organization approaches and meets business challenges of an evolving customer base and changing marketplace, using strong business acumen. Finds and recommends new uses for existing data sources; designs, modifies, and builds new data processes; and builds large, complex data sets.

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#	POSITION TITLE	QUALIFICATIONS	DUTIES AND RESPONSIBILITIES
25	Database Administrator	Experience in various technologies and roles, including Oracle, SQL Server, DB2 and other technologies related to Database administration and management. May require a bachelor's degree in a related area and 2–4 years of relevant experience.	The Database Administrator is responsible for data analysis and database management. Involved in maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning. Knowledge of the utilities and production tools used for data storage management to support the Application Team. Coordinates physical changes to computer databases; codes, tests, and implements physical database, applying knowledge of data base management system. Designs logical and physical databases reviews description of changes to database design to understand how changes to be made affect physical data base. Establishes physical database parameters. Uses structured query language (SQL) to define database objects using database definition language (DDL) and control access to database objects using data control language (DCL). Calculates optimum values for database parameters, such as amount of computer memory to be used by database, following manuals and using calculator. Specifies user access level for each segment of one or more data items, such as insert, replace, retrieve, or delete data. Specifies which users can access data bases and what data can be accessed by user. Tests and corrects errors, and refines changes to database. Uses database utility programs and 3rd party utilities to monitor database. performance, such as distribution of records and amount of available memory. Modifies data base programs to increase processing performance, referred to as performance tuning.
26	Database Analyst	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. Successfully completion of an Information Technology Certification program, may substitute for the required work experience. 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.	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.
27	Database Architect	Possess extensive knowledge of specific database systems, and is capable of hands-on work in all phases of database design and management. Experience in various technologies and roles, including database systems of any type and size.	Responsible for designing, developing, and implementing infrastructure to provide highly-complex, reliable, and scalable databases to meet the organization's objectives and requirements. The Database Architect is familiar with a variety of the database technologies, concepts, methodologies, practices, and procedures and relies on experience and judgment to plan and accomplish goals. The Database Architect is able to perform a variety of complicated tasks with minimal or no direct supervision. The Database Architect assists in defining system and application architecture and provides vision, problem anticipation, and problem solving ability to an organization. The Database Architect consults with the client to define needs or issues, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.
28	Desktop Support Technician	Experience with various technologies and roles, including PC/laptop break/fix, HW/SW installation and configuration, scripting (i.e. PERL, SHELL).	Supports in-house teams and responds in person to helpdesk tickets. Responds to help desk tickets. Works with vendor support contacts to resolve technical problems with desktop computing equipment and software. Ensures desktop computers interconnect seamlessly with diverse systems including associated validation systems, file servers, email servers, computer conferencing systems, application servers and administrative systems. Builds and configures new user workstation equipment set (PC, desktop image, phone, peripherals, software, user accounts). Troubleshoots basic network, software, and printing problems.
29	Developer	Full-time professional work experience in the development and support of Information Technology applications. Successful completion of an Information Technology Certification program, accredited college and/or graduate training may substitute for the required work experience.	Responsible for analysis, design, coding, and component and assembly testing of all application code owned by the Application Team. Developers typically are involved in maintenance (including production support), enhancement and development work. Developers have a range of skills and knowledge of the technologies used and applications supported by the Application Team. The Application Developer works with the Business Analyst, Application Architect, and other Application Development Team members on an as needed basis to ensure that design and code meets customer requirements.
30	EDI Specialist	Bachelor's degree in computer science or information technology and/or at least two years of hands-on experience working with EDI technologies.	Responsible for the design, development, and implementation of all EDI-related processes in a company or organization. EDI Specialist is tasked with continuously checking the quality of EDI programs and applications, enhancing processes relating to electronic data interchange, and ensuring that processes are customized to flow within a company's business system.
31	Enterprise Architect	Mastery level of experience that includes the capabilities of experienced Application Developers and Technical Specialists who have the knowledge, skills, education and prior experience that involves the full and complete design of software solutions. Experience in various technologies and roles, including work across Application Development, Service Delivery and Infrastructure to identify, research, discuss, design, and implement key architecture standards.	Works across Application Development, Service Delivery and Infrastructure to identify, research, discuss, design, and implement key architecture standards. Other responsibilities include research, design, document, build, and pilot prioritized topics for standards. Manages the list of potential standards and works with the application development management to prioritize efforts. Works closely with Development, Infrastructure, and Service Delivery teams to understand their needs and ensure the best standard is implemented. Works closely with development teams to pilot and prove out the standard. Drives the identification, development, and implementation of key new standards in areas such as Performance Testing, Security, Event Management, Web UI Framework, .NET Design Standards, Application To Application Communication, Caching, etc. Proposes new standards based on business need, IT need, and technology advances. Assists development teams to implement the standards into business applications. Investigates new technology and techniques that should be developed into an agency architecture standard. Leads key architectural design projects as necessary. Operates as business savvy technical leader across the organization. Influences development teams to design high-quality technical solutions that fit the architecture and standards. Educates Application Development Managers, Developers, and Business Analysts on State Architecture Standards.
32	Help Desk Analyst	Experience with various technologies and roles, including Tier 1-2 support, ticket/issue tracking software (i.e. Remedy), Automated Call Distribution (ACD) software, VPN, remote login software.	The Help Desk Analyst provides technical assistance to computer system users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email, and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Answers questions or resolves computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.
33	Information Security Analyst	Possess industry experience in the field of IT security. The ISA should possess working knowledge of IT Security Best Practices regarding networks and networking including protocol analysis, anomaly detection, and troubleshooting, and/ or working knowledge of IT Security Best Practices regarding Windows and *nix Servers and workstations required. Has experience with vulnerability assessment tools including but not limited to the following technologies; databases, web based applications, Windows and Unix file servers and data networks. Additional knowledge of information security standards and regulations preferred.	The IT Security Analyst monitors and advises on information security issues related to the systems and workflow at an agency to ensure the internal IT security controls for an agency are appropriate and operating as intended. Coordinates and executes IT security-related projects for the agency. Coordinates response to information security incidents. Develops and publishes Information Security policies, procedures, standards, and guidelines based on knowledge of best practices and compliance with Commonwealth IT Security policies, standards, and guidelines. Conducts campus-wide data classification assessment and security audits and manages remediation plans. Collaborates with IT management, Internal Audit, and VITA to manage security vulnerabilities. Creates, manages and maintains user security awareness. Conducts security research and keeps abreast of latest security issues. Prepares IT security documentation, including department policies and procedures, agency notifications, Web content, and alerts.

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34	Java Developer	4-year college degree or equivalent technical study. Additional Qualifications and Skills: • Web development using JSF framework. • Coding in JAVA/J2EE, Servlets, EJB, JDBC, JPA, JSF, JSP, JNDI, JAX-WS, JAX-RS, JAX-B • JAVA / J2EE Patterns • Object Oriented Design • HTML4, HTML5, XML, JAVASCRIPT, CSS • SOA, REST and SOAP Web Services • WebSphere Application Server, Rational Software Architect, Source Control • SQL, Database Knowledge	Responsible for analysis, design, coding, and component and assembly testing of all Java application code owned by the Application Team. Java Developers typically are involved in maintenance (including production support), enhancement, and development work. Java Developers have a range of skills and knowledge of the technologies used and applications supported by the Application Team. Works with the Business Analyst, Application Architect, and other Application Development Team members on an as-needed basis to ensure that design and code meets customer requirements.
35	Machine Learning Developer	Bachelor's degree in computer science or information technology or equivalent work experience.	Researches, develops, and implements machine learning algorithms for use in software and hardware applications. Maintains up-to-date knowledge of current technological standards, equipment, and practices. Identifies and suggests optimizations and features to improve hardware/software capabilities.
36	Mobile applications developer	A bachelor's degree in Computer Science or relevant field and/or 3 years of demonstrable experience for mobile developers.	Designs, writes, develops, and implements innovative and advanced mobile applications. Maintains and enhances existing applications. Responsible for translating code into user-friendly applications. Collaborates with internal teams to develop functional mobile applications while working in a fast-paced environment. Develops application programming interfaces (APIs) to support mobile functionality while keeping up to date with terminology, concepts, and best practices for coding mobile apps.
37	Mobile Specialist	Experience with various technologies and roles, including Mobile App Development, Security and/or Infrastructure Projects with Android and iOS systems. Programming may include native iOS, Android, Objective-C, Swift, JSON, webservices, UIKit, CoreData, hybrid app development, MDM etc.	The Mobile Specialist serves in many capacities, including Developer, Engineer, Technical Architect, and Analyst for Mobile Projects. The Mobile Specialist often guides and mentors the technical team in all phases of the SDLC including requirement validation, detail design, development, and implementation. Serves as the Designer, Developer, and/or Engineer on Mobile Projects. Meets with end users and technical staff of all types to gather business and system requirements. Develops and/or engineers user interface, service tier, data tier components, infrastructure or security for Mobile Projects. Develops standards, repeatable processes, and reusable components. Assists in project planning, including developing of timelines, composition of technical teams, and leveling of resources. Mentors technical team leads and team members on Department processes and standards to promote consistency and improve productivity.
38	Network Administrator	Bachelor's degree in Computer Science or a related field 2+ years experience in a network administration role MCSE certification a plus CISSP, CCNA, or CCNP certification a plus	The Network Administrator installs, configures, and supports an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. Maintains network hardware and software. Monitors network to ensure network availability to all system users and perform necessary maintenance to support network availability. May supervise other network support and client server specialists and plan, coordinate, and implement network security measures. Coordinates the development, implementation, and maintenance of a local area network or wide area network. Maintains the network's physical and logical structures, including network connections. Maintains network support software, analyzes user support statistics, and recommends appropriate measures. Installs, tests, and maintains network hardware and software. Prepares and analyzes statistics on network utilization and availability. Prepares training courses and provides user support and training in the use of available hardware, software, and utilities. Performs tuning and capacity planning activities to enhance the performance of the network resources.
39	Network Engineer	Experience with various technologies and roles, including Cisco, Avayya, Nortel, Routers, Switches, TCP/IP, BGP, Storage Area Network (SAN), CCNA/CCNP/CCIE certifications.	The Network Engineer is responsible for installing networking technologies and supporting networks. Assesses existing network configurations and makes recommendations based on product specifications. Configures equipment and software to meet business needs, trains others on the solution, and documents the solution for ongoing support. Functions as part of a team on larger projects, or individually provides the services on support visits or smaller projects. Provides technical support and assists with the design of network solutions. Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.).
40	Network Security Administrator	Bachelor's degree in Information Technology, Information Systems, or Computer Science.Previous network security experience and professional certification, such as the Certified Information Systems Security Professional (CISSP) are a plus.	Helps secure computer systems for a company, organization, or agency. Job duties may involve creating or updating security infrastructure and continually monitoring networks for unauthorized access or suspicious activities. Works with company staff members to help them stay connected and keep their work devices secure while they are online. May need to design and operate a training program that helps employees understand cybersecurity measures and best practices.
41	Network Security Architect	Windows and Unix system security experience Experience using Intrusion Detection Systems (IDS) and hardware and software firewalls Implementing various network access control systems such as Active Directory A bachelor's degree in computer science or a related field is also required and a master's degree in cybersecurity is preferred with one or two years in a cybersecurity role. CISSP and ISSAP certifications preferred.	Responsible for designing and overseeing the building and configuration of secure enterprise network systems. Responsible for analyzing network data and systems to select the most appropriate control mechanism for the security required. May also have a hand in selecting software and hardware used to apply the control system. Defines policies and procedures appropriate to the systems and help educate users and administrators. May have an ongoing role in auditing and supervising security levels specific to the systems designed.
42	Network Security Engineer	Complete and in-depth knowledge of network management& security technologies and approaches. (DMZ design, IPSec, proxies, RADIUS, Network intrusion detection sensors). 4 year college degree or equivalent technical study or advanced degree. Certifications such as CISSP, GISP, and CISM.	Responsibility for designing, implementing, and supporting network security solutions for the organization. In collaboration with members of the Architecture and Engineering, Systems Administration, Database Administration, IT Development, and Application Support teams, the Network Security Engineer will implement practical solutions to secure the States network infrastructure and ensure regulatory compliance requirements are met. This includes the ongoing maintenance and management of hardware and software that secures the organization's network, analyzing and troubleshooting problems, and monitoring for potential network security problems or incidents.
43	Oracle/PeopleSoft DBA	• Oracle DBA experience in all phases of Oracle/ PeopleSoft DBA support and Oracle/ PeopleSoft release upgrades. • 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.	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. • Performs capacity planning activities as related to database storage. • Assists in database performance monitoring, tuning, and optimization. • Suggests and implements Departmental standards and procedures for database administration. • Works with database vendors and external support on issues such as upgrades, technical problems, and solutions. • Installs and configures Oracle software and identifies, performs, and maintains software release levels, database patches, and fixes as needed. Assists with database upgrades as needed. • Develops, tests, and implements backup and recovery strategy. • Follows change control and application deployment and access control procedures. • Develops database monitoring procedures and utilities. • Coordinates with other DBA team members on infrastructure enhancement or large development projects.

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44	PEGA Lead Business Architect	4-year college degree or equivalent technical study; PEGA Senior Systems Architect Certification	Leads the business team in gathering requirements and choosing the best way to implement requirements leveraging the Pegasystem software and DCO capabilities. Understands business process and business requirements of the customers and translates them to requirements artifacts such as BRD/Functional spec/Use stories. Helps to ensure that the requirements management and facilitation best practices are adhered to which includes management of artifacts through traceability, version control, and change control. Helps to document business rules and assists with work type structure from the perspective of the business needs. Designs and configures rules and flows and assists with the draft user interface and draft process flow development. Functions as an Information Technology Business Analyst by understanding business requirements and transforming those requirements into data mapping specs. Effectively communicates with internal teams and clients to deliver user interface requirements like Graphical User Interfaces, Screen. and Interface mock-ups. Understands interface/integration technologies and has a good understanding of customers' needs so they can be translated into requirements.
45	PeopleSoft Functional Analyst	4-year college degree. Expertise in required PeopleSoft Modules and Technologies.	Provides support for the development and implementation of the Oracle PeopleSoft Human Capital Management Modules for the program.
46	PeopleSoft Functional SME	4-year college degree. Expertise in required PeopleSoft Modules and Technologies.	Responsible for providing PeopleSoft functional support by acting as subject matter expert and leading the organization through the entire systems development lifecycle and production support.
47	Product Manager	Degree in technical fields such as engineering or computer science. An MBA and a complementary certification within product management is a plus.	Manages, plans, and coordinates the development of new products and enhancements of existing products and technical solutions based on short-term and long-term needs. Determines reasonable roadmaps and deadlines for new products and product enhancements considering priority, customer needs, financial limitations, staffing requirements, and availablity of resources. Develops sales forecasts and implements pricing schedules that provide revenue and margins growth while remaining competitive in the market.
48	Product Specialist	Degree in technical fields such as engineering or computer science. An MBA and a complementary certification within product management is a plus.	Collaborates with business units in developing business plans and in designing, producing, launching, and advertising a company's products. Coordinates with engineering, manufacturing, marketing, and other cross-functional teams to provide marketing strategies, product development, management, and sales solutions. Oversees the materials, timelines, budgets, employees, and equipment needs; and assures the product meets specifications. Provides support for marketing sureties, advertising materials, marketing campaigns, tradeshows, television and radio ads, and other promotional activities, ensuring conformance to the imaging intended for promotion. Monitors short- and long-term product development and marketing.
49	Program Manager	Experience in various technologies and roles, including Agile, Waterfall or other SDLC methodologies. PMP/PMI certifications are preferred. Expertise with project management tools such as MS Project.	The Program Manager manages programs to ensure that implementation and prescribed activities are carried out in accordance with specified objectives. Plans and develops methods and procedures for implementing programs, directs and coordinates program activities to ensure project goals are achieved, and exercises control over personnel responsible for specific functions or phases of programs.
50	Project Manager	Experience in various technologies and roles, including Agile, Waterfall or other SDLC methodologies. PMP/PMI certifications are preferred. Expertise with project management tools such as MS Project.	The Project Manager designs, plans, and coordinates work teams. Follows standard project management industry practices such as the PMI's framework. Understands business and technical objectives of a project and works closely with project sponsor. Creates project charter and work plan and tracks budget and schedule progress via appropriate metrics. Establishes project organization and methodologies and defines roles and responsibilities. Documents risks and develops mitigation plans. Manages scope. Creates and implements a communication plan. Builds an effective team, assigns tasks to team members, and evaluates outcomes. Negotiates resources. Communicates to stakeholders and project sponsor. Identifies, tracks, and ensures resolution of issues and removal of barriers.
51	Quality Assurance Analyst	Degree in technical fields such as engineering or computer science or related work experience.	Conducts routine and non-routine tests using variety of testing devices and procedures to maintain product quality. Constructs and alters quality assurance test plans according to product specifications. Assists in the creation and maintenance of testing standard, processes, and systems that align with industry standards. Develops, publishes, and implements test plans. Writes and maintains test automation. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Participates in the testing process through test review and analysis, test witnessing, and certification of software.
52	Quality Assurance Engineer	Degree in technical fields such as engineering or computer science or related work experience. Solid knowledge of SQL and scripting. Experience working in an Agile/Scrum development process.	Plans and directs activities concerned with development, application, and maintenance of quality standards for manufacturing processes, materials, products, and/or business systems. Develops and implements standards and methods for inspection, testing, and evaluation relative to the organization's quality management system. Assures compliance of organization's products and processes. Devises sampling procedures and designs and develops forms and instructions for recording, evaluating, and reporting quality data. Assures that products leaving the manufacturing or development organization are effective and free from defects or operational problems or errors.
53	Robotic Process Engineer	Degree in technical fields such as engineering or computer science or similar field. Excellent knowledge of CAD/CAM software.	Designs prototypes, builds and tests machines, and maintains the software that controls them. They also conduct research to find the most cost-efficient and safest process to manufacture their robotic systems. Creates applications or autonomous machines (aka robots) for industries such as mining, manufacturing, automotive, services. and more. Often, the goal is to program machines to do repetitive, hazardous, or unhealthy jobs.
54	RPA Solution Architect/Developer	Degree in technical fields such as engineering or computer science or similar field. Minimum 2+ years of RPA Developer experience. Experience with .Net, C#, and VB.	Writes and programs computer code and logic that can be processed by a computer and form the foundation of a robot's essential functions. Provides technical support when necessary to troubleshoot machine and software issues. Manages and maintains robotic programs and code. Designs an end-to-end RPA solution for different client queries. Defines the architecture of RPA solutions. Designs the flow diagram to simplify the understanding of architecture definition. Selects/Suggests appropriate set of technology and tools to be used to build the solution. Understands the process end to end and documents it as per understanding. Supports each phase of RPA lifecycle right from "Requirement Gathering" to "Hypercare." Makes sure the solution aligns with the enterprise guidelines.
55	Salesforce Developer	Bachelor's degree in computer science or software engineering. Extensive experience working with Salesforce CRM platforms. Advanced knowledge of Salesforce CRM platforms. Proficient in MYSQL, Apex, JavaScript, Native, and VisualForce. Working knowledge of mavensMate or eclipse.	Designs, codes, and implements Salesforce applications. Salesforce Developers are responsible for developing customized solutions within the Salesforce platform to meet company objectives and provide scalable processes. Responsibilities: - Meeting with project managers to determine CRM needs. - Developing customized solutions within the Salesforce platform. - Designing, coding, and implementing Salesforce applications. - Creating timelines and development goals. - Testing the stability and functionality of the application. - Troubleshooting and fixing bugs. - Writing documents and providing technical training for Salesforce staff. - Maintaining the security and integrity of the application software.

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56	SAP Specialist	Experience with various technologies and roles, including various SAP Modules and technologies such as : Human Resource Management (SAP HRM), Production Planning (SAP PP), Financial Supply Chain Management (SAP FSCM), Project System (SAP PS), Financial Accounting and Controlling (SAP FICO), etc.	Consults with client or management to solve complex business issues with a combination of packaged software, more efficient processes, and deep industry experience. Defines marketing, sales, and/or service needs or problems; acquires data through research, studies, and surveys; and analyzes problems and advises or recommend solutions to, utilizing knowledge of theory, principles, and/or technology of SAP (Systems, Applications, and Products in data processing) CRM (Customer Relationship Management) business software. Responsible for analysis, design, coding, and component and assembly testing of all application code owned by the SAP Team. Reviews, analyzes, and modifies the programming systems including encoding, testing, and debugging to support an organization's SAP applications.
57	Scrum Master	Bachelor's degree in computer science, information technology, or a relevant field preferred. Certified scrum master, SAFe preferred. 3+ years of experience as a scrum master or in a similar role. Working knowledge of agile methodology, techniques, and frameworks, such as Scrum or Kanban, to deliver solutions.	Facilitates and guides a software development product owner, team, and organization on how to use Agile/Scrum concepts, values, practices, and principles focusing on improving team effectiveness. Encourages getting work done without coercion, assigning, or dictating the work. Facilitates discussions and decision making, and assists in mediation of conflict resolution. Leads the team and guides them on how to get the most out of self organization. Gives support using a servant leadership style whenever possible, leads by example, and demonstrates value-add principles. Responsibilities: -Using agile methodology values, principles, and practices to plan, manage, and deliver solutions. -Training, mentoring, and supporting scrum teams to follow agile values, principles, and practices. -Determining and managing tasks, issues, risks, and action items. -Scheduling and facilitating scrum events, meetings, and decision-making processes. -Monitoring progress and performance and helping teams to make improvements. -Planning and organizing demos and product/system testing. -Ensuring the proper use of collaborative processes and removing impediments for the scrum team. -Tracking project processes, deliverables, and financials. -Preparing and presenting status reports to stakeholders.
58	Security Administrator	Bachelor's degree or higher in Cybersecurity or Computer Science. A professional certification such as CompTIA's security+ or the EC-Council's certified ethical hacker is preferred.	Develops, implements, and maintains security standards, policies, and procedures. Manages security user system, data entitlements, authorizations, access rights, account creation, and modifications across multiple platforms and applications. Designs and directs security audits and penetration tests to discover system vulnerabilities, documents results, and provides recommendations to minimize risks. Responsible for installing, administering, and troubleshooting an organization's security solutions. They also write up security policies and training documents about security procedures for colleagues.
59	Security Analyst	Bachelor's degree or higher in Cybersecurity or Computer Science. A professional certification such as CompTIA's security+ or the EC-Council's certified ethical hacker is preferred.	Plans and executes the protection of information found on company computers and data networks, utilizing understanding of computer and network security, including firewall administration, encryption technologies, and network protocols. Designs, develops, and implements security plans depending on the company's needs and current threats. Installs, uninstalls, updates, and maintains various security programs that protect sensitive data using firewalls and data-encryption technology. Protects computer networks from cyber attacks, creates cybersecurity policies and practices for the entire organization, and documents security breaches.
60	Security Engineer	Bachelor's degree or higher in Cybersecurity or Computer Science. A professional certification such as CompTIA's security+ or the EC-Council's certified ethical hacker is preferred.	Oversees security plans and details security policies. Implements and designs security counter-measures to respond in the event of a security breach. Coordinates security rules and internal access authorization with IT Operations leadership and management. Configures and maintains user access and accounts.
61	SharePoint Architect	Bachelor's degree in Computer Science, Information Systems or another field plus extensive hands-on experience. 3+ years in SharePoint Administration and Architecture Design, Configuration and Implementation.	Responsible for design and implementation of Microsoft's Sharepoint collaboration platform. -Providing guidance in the application lifecycle including engineering, project planning, project management, architecture and design. -SharePoint Web Governance, testing and quality assurance, deployment and operations. -Successfully engage in the full lifecycle of Analysis, Design, Implementation and Support -Supporting the delivery of complex services, including supporting the work of colleagues. -Identifying and developing new business opportunities and further developing existing client relationships.
62	SharePoint Developer	Bachelor's degree in computer science or software engineering. Previous experience as a SharePoint developer. Extensive knowledge of C#, ASP.NET, and .NET Frameworks. Familiarity with JavaScript, HTML5, CSS, XML, jQuery, SQL Server, and Web Services.	Responsible for configuring and customizing SharePoint systems according to company specifications, building scalable web applications, writing and modifying code, debugging software, and training staff. Responsibilities: -Meeting with the design team to review website and application requirements. -Setting tasks and development goals. -Configuring the company SharePoint systems to specified requirements. -Developing new web components using XML, .NET, SQL, and C#. -Designing, coding, and implementing scalable applications. -Extending SharePoint functionality with forms, web parts, and application technologies. -Testing and debugging code. -Reviewing website interface and software stability. -Troubleshooting software issues. -Maintaining and updating SharePoint applications. -Providing systems training to staff and customers.
63	Solutions Architect	Bachelor's degree in information technology, software engineering, computer science, or related field. Proven experience in engineering and software architecture design. Previous project management experience is advantageous. In-depth understanding of coding languages (Java, JavaScript).	Manages Information Technology applications projects, including the design, development, and implementation of components of the IT architecture. Develops and explicates IT solutions based on the enterprise's strategic business or technical requirements. Develops and communicates architectural proposals for various projects and initiatives. Defines the approach for structuring each application, including determining appropriate use of technology solutions. Defines and validates technical requirements and architecture quality attributes. Responsibilities include gathering requirements and functional specifications, assessing the current software systems in place in order to identify areas in need of improvement, and overseeing development teams. Responsibilities: -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. -Informing various stakeholders about any problems with the current technical solutions being implemented. -Assessing the business impact that certain technical choices have. -Providing updates to stakeholders on product development processes, costs, and budgets.

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64	System Administrator	Bachelor's degree in information technology, software engineering, computer science, or related field or relevant work experience.	The System Administrator is responsible for effective provisioning, installation/configuration, operation, and maintenance of computer hardware and software and related infrastructure. This individual ensures that system hardware, operating systems, software systems, and related procedures adhere to Commonwealth policies, standards, and guidelines. Responsibilities include systems administration engineering and provisioning, operations and support, maintenance, and research and development to ensure continual innovation. Installs new/rebuilds existing servers and configures hardware, peripherals, services, settings, directories, storage, etc., in accordance with standards and project/operational requirements. Performs daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups. Performs regular security monitoring to identify any possible intrusions. Performs daily backup operations and regular file archival and purge as necessary. Creates, changes, and deletes user accounts per request. Provides Tier III/other support per request from various constituencies. Investigates and troubleshoots issues. Diagnoses and recovers from hardware or software failures. Coordinates and communicates with impacted constituencies. Applies OS patches and upgrades on a regular basis, and upgrades administrative tools and utilities. Configures/Adds new services as necessary. Upgrades and configures system software that supports GIS infrastructure applications or Asset Management applications per project or operational needs. Maintains operational, configuration, or other procedures. Performs periodic performance reporting to support capacity planning. Performs ongoing performance tuning, hardware upgrades, and resource optimization as required. Configures CPU, memory, and disk partitions as required.
65	System Engineer	Bachelor's degree in information technology, software engineering, computer science, or related field or relevant work experience.	Responsibilities: -Manages and monitors all installed systems and infrastructure for the organization to be in line with company guidelines or SOP (standard operating procedure). -Defines customers' needs and functionality in a service development cycle. -Assists in the coordination of various teams testing and evaluating for the development of design and its implementation of the best output. -Installs, configures, and tests operating systems, application software, and system management tools. -Ensures the highest level of systems and infrastructure availability. -Implements warranty and support activities. -Evaluates the existing systems and provides the technical direction to IT support staff. -Plans and implements system automation as required for better efficiency. -Oversees the development of customized software and hardware requirement. -Collaborates with other professionals to ensure high quality deliverables within organizational guidelines, policies, and procedures. -Deals with work process, optimization methods, and risk management tools in the given projects for the successful accomplishments according to the requirements of the stakeholders.
66	Technical Writer	Bachelor's degree in information technology, software engineering, computer science, or related field or relevant work experience. Exceptionally proficient in the use of Microsoft Office tools.	The Technical Writer develops and maintains user and technical documentation and project process documentation for Application Teams. Understands the user's view of applications and/or technology and is able to put procedures in a logical sequence. The experienced TTW provides expertise on technical concepts of applications and/or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications. Ensures messages and terminology is consistent across all written materials. Identifies, creates, revises, and maintains documentation and templates needed by the Application Teams.
67	Tester	Bachelor's degree in information technology, software engineering, computer science, or related field or relevant work experience. Experience with various technologies and roles, such as HP UFT, HP Quality Center, Telerik, eggPlant, Selenium, TestingWhiz, TestComplete, Ranorex, Test Studio, along with manual testing activities.	Responsible for the design, pilot, and implementation of the software quality assurance review processes. They typically have a background in software development and testing. The Quality Assurance Tester will work with Application Teams during pre- and post-assessment periods. The Quality Assurance Tester is responsible to plan, schedule, execute, and document findings of the review. Quality Assurance Testers must have a detailed understanding of processes which support the software development lifecycle. Writes and maintains test automation. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Participates in the testing process through test review and analysis, test witnessing, and certification of software.
68	UI Developer-Designer	BS/MS in Human-Computer Interaction, Interaction Design, or related. Proficiency in Photoshop, Illustrator, OmniGraffle, or other visual design and wire-framing tools Proficiency in HTML, CSS, and JavaScript for rapid prototyping.	Translates high-level requirements into interaction flows and artifacts, and transforms them into intuitive and functional user interfaces. Responsibilities: -Collaborates with product management and engineering to define and implement innovative solutions for the product direction, visuals, and experience. -Executes all visual design stages from concept to final hand-off to engineering. -Conceptualizes original ideas that bring simplicity and user friendliness to complex design roadblocks. -Creates wireframes, storyboards, user flows, process flows, and site maps to effectively communicate interaction and design ideas. -Presents and defends designs and key milestone deliverables to peers and executive level stakeholders, -Conducts user research and evaluates user feedback. -Establishes and promotes design guidelines, best practices, and standards.
69	UX Developer	BS/MS in Human-Computer Interaction, Interaction Design, or related. Proficient in design software (e.g. UXPin, Balsamiq). Knowledge of HTML/CSS; JavaScript is a plus.	Responsible for making applications user-friendly and intuitive to attract and retain customers. Studies the user experience and measures how easy it is to complete tasks in an efficient manner while improving ease-of-use capabilities through many different approaches. Responsibilities: -Understands product specifications and user psychology. -Conducts concept and usability testing and gathers feedback. -Creates personas through user research and data. -Defines the right interaction model and evaluates its success. -Develops wireframes and prototypes around customer needs. -Finds creative ways to solve UX problems (e.g., usability, findability). -Works with UI designers to implement attractive designs. -Communicates design ideas and prototypes to developers. -Keeps abreast of competitor products and industry trends.
70	Telecom Administrator	Bachelor's Degree in Computer Science, Information Technology or related field; Current CCNA; CCNP Collaboration; Experience supporting Cisco Unified Contact Center Express; Experience with installation, implementation, and support of SIP and PTSN services through ISP or other carriers; Experience with Cisco Emergency Responder.	Voice systems specialists who team up with customers, departments, and other technical staff to ensure the highest possible quality and efficiency from their networks. Manages and supports telecommunications systems and networks, with duties that include configuring and deploying equipment, managing user access and rights, monitoring network performance and reliability, and implementing and maintaining security protocols. Telecom admins have a broad understanding of TCP/IP, UDP, FTP, VoIP, telephony systems, and general networking hardware and software that they use to perform their jobs. Must be able to work independently and as a member of a team, with excellent organizational and time management skills. Should have effective communication and interpersonal skills to use when supporting clients, stakeholders, and other team members.

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#	POSITION TITLE	QUALIFICATIONS	DUTIES AND RESPONSIBILITIES
71	Telecom Engineer	Bachelor's Degree in Computer Science, Information Technology, Electronics or Telecommunications. CCNA or CCNP are a plus.	Researches, develops, designs, and evaluates communications systems and equipment. Studies communications systems and equipment, such as present and projected volume of communications, effectiveness and adequacy of system, and estimated equipment costs. Performs engineering studies to obtain data on new equipment and systems developments in communications field and adaptability of equipment to existing system. Excludes supervisory and paraprofessional positions.
72	Telecom Technician	Bachelor's degree in computer science, electrical/electronic engineering, information technology, or another related field. Associate degree in a related technical discipline, or the equivalent combination of education, technical training or work experience. One to three years of related IT/telecommunications experience. Data Center/PoP/Central Office installation experience preferred. Prior experience with VOIP. Prior experience with SIP Trunking implementations. Experience with basic networking protocols including DNS, DHCP, VPNs, WAN/LAN TCP/IP.	Creates, starts implementation, installs, repairs, and maintains data, voice, and network communications systems, using hand tools and software and hardware testing instruments and techniques. Implements recommended equipment modifications and enhancements in accordance with user request and business objectives.
73	Network Technician	BS/BA in computer science, computer engineering or relevant field. CCENT/CCNA qualifications are strongly preferred.	Responsible for designing and installing well-functioning computer networks and systems. Installs internet connections and electronic cabling. Performs troubleshooting on system failures to maintain long-term efficiency within an area. Responsibilities: -Designs and installs well-functioning computer networks, connections and cabling. -Performs troubleshooting to system failures and identifies bottlenecks to ensure long term efficiency of network. -Inspects LAN infrastructure and fixes minor or major problems/bugs. -Tests and configures software and maintains and repairs hardware and peripheral devices. -Evaluates network performance and finds ways of improvement. -Organizes and schedules upgrades and maintenance without deterring others from completing their own work. -Performs regular data backups to protect the organization's information. -Provides technical direction to co-workers on computer and network usage and offers comprehensive advice and instructions.
74	Mainframe Systems Programer	Bachelor's degree in computer science, electrical/electronic engineering, information technology, or another related field.	Installs, customizes, and maintains the operating system for the mainframe, and also installs or upgrades products that run on the system. Responsible for managing the mainframe hardware configuration, and installing, customizing, and maintaining the mainframe operating system.
75	Content Management Administration	BS degree in Journalism, Marketing or relevant field. Proven work experience as a Content manager. Hands on experience with MS Office and WordPress. Basic technical knowledge of HTML and web publishing. Knowledge of SEO and web traffic metrics. Familiarity with social media.	Conceives and develops written and graphical content for website to provide information on products and services or entertainment to site visitors. Gathers information and integrates data from other departments to assist in determining the content of the website. Attracts visitors to the website by developing user interface and design standards, including improvement of features. This position is less technical than Webmaster or Web Developer because of lesser knowledge and responsibilities for site programming code. Responsibilities: -Develops content strategy aligned with short-term and long-term marketing targets. -Collaborates with marketing and design teams to plan and develop site content, style, and layout. -Creates and publishes engaging content. -Edits, proofreads, and improves writers' posts. -Liaises with content writers to ensure brand consistency. -Optimizes content according to SEO. -Uses content management systems to analyze website traffic and users' engagement metrics. -Manages content distribution to online channels and social media platforms to increase web traffic. -Develops an editorial calendar and ensures content team is on board. -Ensures compliance with law (e.g., copyright and data protection). -Stays up-to-date with developments and generates new ideas to draw audience's attention.
76	Application Technical Specialist	Could include advanced skills in technologies such as SharePoint , SAP, Curam, Service Now, HL7, PEGA, etc.	The Application Technical Specialist is a senior level resource with specialized knowledge and experience in Specific Technologies. The Technical Specialist has an overall knowledge and understanding of application development and architecture that serves as a strong base for technical expertise in a specific product or program. • Demonstrates expertise in conveying technical and functional concepts for a specific technical specialty. • Identifies improvements to project standards to achieve high quality services/products. This is a professional position which may require subject matter expertise consistent with demanding and rare technological skills. • May require coordination of programming activities being conducted by the application development team. • Confers with other business and technical personnel to resolve problems of intent, inaccuracy, or feasibility of computer processing and project design. • Works with necessary personnel to determine if modifications are necessary with interested personnel to determine necessity for modifications or enhancements. • Leverages excellent written and verbal communication skills to develop new business process and programming solutions as directed by business and technical stakeholders. • May coordinate activities of application developers. • Able to identify best practices and standards for the use of the product. Identifies improvements to project standards to achieve high quality services/products. This is a professional position which may require subject matter expertise consistent with demanding and rare technological skills.
77	Infrastructure Technical Architect	Could Include: various technologies and roles, including designing, developing, and implementing application infrastructure to provide highly-complex, reliable, and scalable applications and systems to meet the organization's objectives and requirements.	Responsible for designing, developing, and implementing application infrastructure to provide highly-complex, reliable, and scalable applications and systems to meet the organization's objectives and requirements. Infrastructure Technical Architects are familiar with a variety of the application technologies, frameworks, environments, concepts, methodologies, practices, and procedures, and rely on experience and judgment to plan and accomplish goals. Infrastructure Technical Architects are able to perform a variety of complicated tasks with minimal or no direct supervision. They have proven experience defining systems and application architecture and provide vision, problem anticipation, and problem solving ability to organizations. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.
78	Business Subject Matter Expert	Could include: various technologies and roles, including SME in product and software or functional areas. This role encompasses working with Mid and Senior management and stakeholders in an organization.	Business Subject Matter Experts bring proven experience from related businesses or organizations as well as system integration and technology experience. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical solutions based on hands-on experience solving similar business problems. They are able to utilize knowledge of theory, principles, or technology of specific discipline or field of specialization.

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#	POSITION TITLE	QUALIFICATIONS	DUTIES AND RESPONSIBILITIES
79	Senior Consultant	4 year college degree or equivalent technical study or advanced degree. Certifications and degrees pertinent to the role being performed. Considered an SME in their field.	The Senior Consultant is responsible for evaluating existing systems and/or new user needs to analyze, design, recommend, and implement information system changes. Consultants typically are familiar with a variety of the field's concepts, methodologies, practices, and procedures and rely on experience and judgment to plan and accomplish goals. Consultants are able to perform a variety of complicated tasks with minimal or no direct supervision. Defines system and application architecture and provides vision, problem anticipation, and problem solving ability to organization. Consults with client to define need or problem, conducts research, performs studies and surveys to obtain data, and analyzes problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to and/or receives strategic direction from an executive or a manager.
80	PEGA Developer	PEGA certification as a System Architect; working experience with PEGA Cloud; Experience creating data classes and properties in PEGA implementation; Broad experience in the PEGA rules-based architecture to configure and test applications functionality in process flow, UI screens, automated decisions and prosperities; Experience in Scrum development methodology	Designs and maintains applications using PEGA to solve company needs. Collaborates with Business Analysts and to develop new systems and/or enhanced functionality utilizing the PEGA BPM platform and PEGA Cloud.