PARTICIPATING ADDENDUM

eProcurement Solutions and Services
Led by the **State of Maine**
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Master Agreement #: MA 18P 23091500000000000034

Contractor: **KPMG, LLP**

Participating Entity: **STATE OF MARYLAND**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the “Parties”).

Scope and Participation:

1. Scope:

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

- *Any work not specified in Exhibit L, the KPMG Statement of work.*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Maine and Contractor for eProcurement Solutions and Services. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	**KPMG LLP Attn: Sougata Banerjee**
Address:	2323 Ross Avenue, Suite 1400, Dallas, Texas 75201
Telephone:	916.213.7245 (M)
Fax:	N/A
Email:	sougatabanerjee@kpmg.com

PARTICIPATING ENTITY:

Name:	State of Maryland Attn: Brandford Quartey
Address:	45 Calvert St., Annapolis, MD 21012
Telephone:	410.260.6014
Fax:	N/A
Email:	brandford.quartey@maryland.gov

Participating Entity Modifications and Additions to the Master Agreement

[Removable Instruction: Check one of the boxes below. If Participating Entity has no changes or additions to the terms and conditions of the Master Agreement, check the first box.]

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- Exhibits A-L to this Participating Addendum (referenced in Section 2.1 of Exhibit A)

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: "**Reserved**".

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under,

and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Christopher Hautala	Signature: SBanerjee
Name: Christopher Hautala	Name: Sougata Banerjee
Title: Associate Director of Procurement	Title: Managing Director
Date: May 21, 2025	Date: May 21, 2025

Exhibit A. State of Maryland Terms and Conditions

1. Definitions

In this Contract, the following words have the meanings indicated:

The following words have the meanings indicated:

1.1. "COMAR" means the Code of Maryland Regulations.

1.2. "Contract" means the NASPO ValuePoint eProcurement Solutions and Services Participating Addendum between Contractor and the State ("Participating Addendum"), issued under the Master Agreement (defined below) as supplemented by these State of Maryland Terms and Conditions attached hereto and incorporated herein.

1.3. "Contract Monitor" means Nishant Bhoyar or a successor designated by the Department. See Section 36 for more details regarding the Contract Monitor.

1.4. "Contractor" means KPMG LLP, whose principal business address is 1201 Market Street, Ste. 1400, Wilmington Delaware 19801 and whose principal office in Maryland is ,750 East Pratt Street, 18th Floor, Baltimore, MD 21202-1128 whose Federal Employer Identification Number or Social Security Number is 135565207, and whose eMaryland Marketplace Advantage vendor ID number is SUP008680. with a business address at: 1201 MARKET STREET, STE. 1400, WILMINGTON DE 19801.

1.5. "Contractor Personnel" means employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract.

1.6. "Data Breach" means the unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.

1.7. "Department" means the Department of General Services.

1.8. "Master Agreement" means the 9/15/2023 agreement between the State of Maine and the Contractor for eProcurement Solutions and Services, Number 18P 23091500000000000034.

1.9. "Minority Business Enterprise" (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

1.10. "Procurement Officer" means Brandford Quartey or a successor designated by the Department. See Section 36 for more details regarding the Procurement Officer.

1.11. "Security Incident" means a violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. "Imminent threat of violation" is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

1.12. "Sensitive Data" means any personally identifiable information (PII), protected health information (PHI) or other private/confidential data as defined by Md. Code Ann., Commercial Law § 14- 3501(d) and Md. Code Ann., State Govt. § 10-1301(c) received by Contractor in connection with performance of Services under this Contract.

1.13. "Software" means the object code version of computer programs licensed under this Contract and pursuant to individual End User License Agreements, in a form substantially similar to the license agreement for the applicable Software as attached to the Master Contract as executed by the Department. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections provided per the EULA. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor provided per the EULA.

1.14. Software-as-a-Service" or "SaaS" means the capability provided to the consumer to use the Contractor's or third party applications running on a cloud infrastructure (commonly referred to as "cloud infrastructure"). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

1.15. "Solution" means all Software, deliverables, services and activities necessary to fully provide and support the Contract's scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure. For the avoidance of doubt, and despite any configurations made by the Contractor, the State owns eMaryland Marketplace Advantage (eMMA).

1.16. "State" means the State of Maryland.

1.17. "System Documentation" means those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:

A. Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;

B. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;

C. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;

D. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;

E. A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);

F. All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and

G. Operating procedures.

1.18. "Upgrade" means a new release of any component of the Solution containing major new features, functionality and/or performance improvements.

1.19. "Veteran-owned Small Business Enterprise" (VSBE) means a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

1.20. "Work Order" means a subset of work authorized by the Contract Monitor performed under the general scope of this Contract, which is defined in advance of Contractor fulfillment, and which may not require a contract modification (may also be referred to as "Task Order" in this document. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

2. Scope of Contract

2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-L, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

A. Exhibit A –These State of Maryland Terms and Conditions
B. Exhibit B – The State Contract Affidavit (also known as "Attachment N" in accordance with State of Maryland

naming conventions)

C. Exhibit C – The Bid/Proposal Affidavit (also known as “Attachment C” in accordance with State of Maryland naming conventions.

D. Exhibit D – The Parties’ Data Use Agreement (also known as “Attachment Y” in accordance with State of Maryland naming conventions.

E. Exhibit E – The Maryland Living Wage Affidavit of Agreement

F. Exhibit F – Conflict of Interest Affidavit (also known as “Attachment H” in accordance with State of Maryland naming conventions)

G. Exhibit G – Non-Disclosure Agreement (also known as “Attachment S” in accordance with State of Maryland naming conventions)

H. Exhibit H – Location of the Performance of Services Disclosure (also known as “Attachment L” in accordance with State of Maryland naming conventions)

I. Exhibit I – Contractor General Requirements

J. Exhibit J – The Corporate Diversity Addendum (also known as “Attachment R” in accordance with State of Maryland naming conventions)

K. Exhibit K – The Master Agreement including all attachments thereto

L. Exhibit L – KPMG Statement of Work, titled “eMMA Project Support”

2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

3.1 Reserved.

3.2 Reserved

3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.

3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 The total payment for products and services provided shall not exceed $19,810,000, the firm fixed price submitted by the Contractor in accordance with the pricing as listed in Exhibit J – KPMG Statement of Work. Any work performed by the Contractor in excess of the not-to-exceed ceiling amount without the prior written approval of the State is at the Contractor's risk of non-payment.

4.2 The Contractor shall submit invoices as described in Exhibit I.

4.3. The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

(1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and

(2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

(1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or

(2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.5 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8**. **Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.

7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the KPMG Materials (as defined in Exhibit L), including the know-how and methods by which the KPMG Materials is provided and the processes that make up the KPMG Materials , will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre- Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

7.4 Without limiting Contractor's obligations under **Section 5.3**, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.

7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the

Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.

7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on http://www.opensource.org/licenses/alphabetical) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.

7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.

7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.

8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.

9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data**.**

9.3 Protection of data and personal privacy shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information**.**

10. Indemnification and Notification of Legal Requests

10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.

13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

19.1 **Time is an essential element of the Contract.**

19.2 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

19.3 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Political Contribution Disclosure

22.1 The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a single contract with the State, a unit of the State, a county, a municipal corporation, or other political subdivision of the State, in which the cumulative consideration is at least $200,000, shall file the following reports and statements.

22.2 Within 15 business days after the award of the contract a Registration Statement shall be filed with the State Board of Elections that includes (a) the person's name and address; (b) any resident agent of the Contractor business located in the State; (c) if known, each person who has a beneficial ownership of the Contractor business entity; and (d) any other information required by the State Board of Elections. Beneficial ownership means (i) any ownership interest of 5% or more in a business; (ii) any ownership interest of 5% or more in one or more entities in a chain of parent and subsidiary entities, any one of which participates in at least 5% of the capital or profits of a business; or (iii) possession of an interest that exists under a contract, a relationship, an understanding, or any other arrangement and entitles a person to benefits substantially equivalent to an ownership interest of 5% or more of a business.

22.3 Within 15 business days after filing the Registration Statement, the Contractor shall file with the State Board of Elections an Initial Contribution Statement covering the preceding 24 months disclosing (a) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of $500 or more were made during the reporting period; (b) the office sought by each candidate named in item (a) of this paragraph; (c) the amount of aggregate contributions made to each candidate named in item (a) of this paragraph; (d) the name of each unit of a governmental entity with which the person had a single contract involving cumulative consideration of at least $200,000 during the reporting period; (e) the nature and amount of public business done with each unit of a governmental entity in item (d) of this paragraph; and (f) if the public business was done or the contribution was made by another person but is attributed to the person filing the statement, the name of the person who did the public business or made the contribution and the relationship of that person to the person filing the statement.

22.4 Throughout the contract term the Contractor shall file a Semi-annual Statement with the State Board of Elections containing the information required for the Initial Contribution Statement on or before (a) May 31, to cover the six (6) month period ending April 30; and (b) November 30, to cover the six (6) month period ending October 31.

22.5 Additional information is available on the State Board of Elections Website: http://www.elections.state.md.us/campaign_finance/index.html.

23. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

24. Right to Audit

24.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.

24.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

24.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

25. Compliance with Laws

The Contractor hereby represents and warrants that:

a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;

c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

26.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current
as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

(A) A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or

(B) A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.

26.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Limitations of Liability

28.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:

(a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;

(b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

(c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two (2) times the total value of the Contract or $1,000,000, whichever is greater. The above limitation of liability is per incident.

28.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

28.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors are agents of Contractor and Contractor is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

29. Commercial Nondiscrimination

29.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

29.2 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

29.3 The Contractor shall include the language from 29.1, or similar clause approved in writing by the Department, in all subcontracts.

30. Prompt Pay Requirements

30.1 This contract and all subcontracts issued under this contract at any tier are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. In §§A—D of this regulation, the terms "undisputed amount", "prime contractor", "contractor", "subcontractor," and "supplier" have the meanings stated in COMAR 21.10.08.01.

30.2 A contractor shall promptly pay its subcontractors or suppliers an undisputed amount to which a subcontractor or supplier is entitled for work performed under this contract within 10 days after the contractor receives a progress payment or final payment for work under this contract.

30.3 If a contractor fails to make payment within the period prescribed in §B of this regulation, a subcontractor or supplier may request a remedy in accordance with COMAR 21.10.08.

30.4 A contractor shall include in its subcontracts at any tier for work under this contract wording that incorporates the provisions, duties, and obligations of §§ A—D of this regulation, State Finance and Procurement Article §15-226, Annotated Code of Maryland, and COMAR 21.10.08.

30.5 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor or supplier under this **section 30**, may not:

(a) Affect the rights of the contracting parties under any other provision of law; Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or

(b) Result in liability against or prejudice the rights of the Department.

30.6 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors or suppliers that have contracted pursuant to the MBE program.

30.7 To ensure compliance with certified MBE subcontracting participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

(a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

Verification shall include a review of:

i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

(b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

(c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the Contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

(d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

31. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

32. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

33. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

34. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statements of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

35. Miscellaneous

35.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

35.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

35.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.

35.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e,g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

36. Contract Monitor and Procurement Officer

36.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

36.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

37. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Nishant Bhoyar

301 West Preston St. M7, Baltimore, MD 21201

Phone Number: (410) 767-5310

E-Mail: nishant.bhoyar@maryland.gov

With a copy to:

Brandford Quartey

Department of General Services (DGS)

45 Calvert St, Annapolis, MD 21012

Phone Number: 410-767-4081

E-Mail: Brandford.Quartey@maryland.gov

If to the Contractor:

KPMG LLP

3 Chestnut Ridge Rd,

Montvale, NJ 07645

Attn: Sougata Banerjee

38. Liquidated Damages for MBE

38.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

38.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

(a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $36.85per day until the monthly report is submitted as required.

(b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $129.66 per MBE subcontractor.

(c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

(d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

(e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: $100.00 per day until the undisputed amount due to the MBE subcontractor is paid

38.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

Exhibit B - Attachment N. Contract Affidavit

A. AUTHORITY

I hereby affirm that I, Sougata Banerjee (name of affiant) am the Managing Director (title) and duly authorized representative of KPMG LLP (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

(1) Corporation - ☐ domestic or ☐ foreign;

(2) Limited Liability Company - ☐ domestic or ☐ foreign;

(3) Partnership - ☐ domestic or ✓foreign; (Limited Liability Partnership)

(4) Statutory Trust - ☐ domestic or ☐ foreign;

(5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: United Agent Group Inc.,D17126822

Address: 2 Wisconsin Circle #700, Chevy Chase, MD 20815

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: ______________________________

Address: ________________________________

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated May 21, 2025, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: May 21, 2025

By: Sougata Banerjee (print name of Authorized Representative and Affiant)

SBanerjee (signature of Authorized Representative and Affiant)

Exhibit C Attachment C. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, Sougata Banerjee (name of affiant) am the Managing Director (title) and duly authorized representative of (name of KPMG LLP business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the

Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

To the best of our knowledge, no current partner, principal or employee of the firm has been charged with or convicted of a crime relating to the firm's business or provision of services to clients.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

To the best of our knowledge and belief, no current principal, partner, or employee has been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state or local government department or agency within the last five years. We are unaware of a former partner, principal or employee being proposed for suspension or debarment while associated with KPMG LLP within the last five years.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

KPMG LLP (KPMG or firm) is not presently suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency. To the best of our knowledge and belief, no current KPMG partner, principal, or employee has been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency arising out of conduct while employed by KPMG.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

N/A

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

N/A ____

____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: SBanerjee

Signature of Authorized Representative and Affiant

Printed Name: Sougata Banerjee

Printed Name of Authorized Representative and Affiant

Title: Managing Director

Title

Date: May 21, 2025

Date

Exhibit D - Attachment Y. Data Use Agreement

DATA USE AGREEMENT BETWEEN THE MARYLAND DEPARTMENT OF GENERAL SERVICES AND KPMG LLP

This Data Use Agreement (this "Agreement") is made between the Maryland Department of General Services, a unit of the State of Maryland Executive branch of government (the "State"), and KPMG LLP (the "Processor") (each a "Party" and collectively, the "Parties").

WHEREAS, the State and Processor are Parties to a contract (No.CTR022894) dated May 21, 2025, _pursuant to which Processor provides the services described therein (the "Underlying Contract") and, in the performance thereof, receives from the State certain Personally Identifiable Information about one or more individuals necessary to the performance of the Underlying Contract ("Authorized Purpose");

WHEREAS, pursuant to and consistent with the Underlying Contract, the Authorized Purpose may include the collection, use, disclosure, analysis, deletion, or modification of PII;

WHEREAS, the Protection of Information by Government Agencies (PIGA) provisions in Title 10, Subtitle 13 of the State Government Article, Annotated Code of Maryland, were enacted to protect personal information from unauthorized access, use, modification, or disclosure, and requires (1) "a unit that collects Personal Information [herein called "Personally Identifiable Information"] of an individual to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information collected and the nature of the unit and its operations"; and (2) "a unit that uses a nonaffiliated third party [such as the Processor] as a service provider to perform services for the unit and discloses personal information about an individual under a written contract or agreement with the third party [to] require by written contract or agreement that the third party implement and maintain reasonable security procedures and practices that: (i) are appropriate to the nature of the personal information disclosed to the nonaffiliated third party; and (ii) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction";

WHEREAS, the Parties desire to enter into this Agreement for the purposes of ensuring the confidentiality, privacy, and security of data provided to or accessed by Processor or exchanged between the Parties under and in connection with the Underlying Contract and in compliance with the PIGA and any other applicable State or federal privacy laws.

NOW THEREFORE, for and in consideration of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions

1. **Confidentiality** means the protection of data from unauthorized access, use, and disclosure, including means for protecting personal privacy and proprietary information.

2. **Data subject** means any individual person whose Personally Identifiable Information is provided to or accessed by Processor or exchanged between the Parties in connection with services provided by Processor under the Underlying Contract.

3. **Entity** means a person or organization possessing separate and distinct legal rights.

4. **Personally Identifiable Information** (PII) means

a. an individual's first name or first initial and last name, personal mark, or unique biometric or genetic print or image, in combination with one or more of the following data elements:

- i) A Social Security number, an Individual Taxpayer Identification number, a passport number, or other identification number issued by the federal government;
- ii) A driver's license number or state identification card number;
- iii) A financial or other account number, a credit card number, or a debit card number that, in combination with any required security code, access code, or password, would permit access to an individual's account; or

b. Username or email address in combination with a password or security question and answer that permits access to an individual's email account.

5. **Privacy** means the right of an Entity to maintain control over and confidentiality of information about itself.

6. **Reasonable security measures** means data security procedures and practices developed, in good faith, and set forth in a written information security policy that are (i) appropriate to the nature of the Personally Identifiable Information disclosed to the Processor; and (ii) are reasonably designed to protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction.

7. **Breach** of the Security of a System means the unauthorized acquisition of electronic data that compromises the security, confidentiality, or integrity of Personally Identifiable Information maintained by the Processor.

B. Permitted Uses and Disclosure of Personal Information

1. The Processor may only use or disclose PII as necessary to the Authorized Purpose and must limit uses and disclosures to the minimum extent necessary in the performance thereof.

2. If the Processor is requested or required by law or by any governmental body to disclose any Personal Information, the Processor shall, to the extent legally permissible, provide prompt written notice to the State as provided for herein of any such request or requirement so that the State may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the absence of such protective order or waiver, the Processor may disclose only such portion of the PII as is legally required or requested.

3. The Processor may not sell the PII of any Entity or otherwise directly or indirectly receive remuneration in exchange, thereof. For the avoidance of doubt, this provision shall not preclude Processor from receiving payment for the provision of services set forth in the Underlying Contract.

4. The Processor may not use or disclose the PII of any Entity for the purposes of marketing a product or service unless necessary to perform the services set forth in the Underlying Contract or required by law.

For the purposes of this provision, “marketing” shall mean a communication about a product or service that encourages recipients of the communication to purchase or use the product or service.

C. Processor Duties Relative to PII

1. The Processor shall use reasonable security measures to protect the privacy of PII including, but not limited to the following:

   a. Limit disclosure of the information and details relating to a PII loss only to those with a need to know and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

   b. Safeguard PII always, regardless of whether the Processor’s employee, contractor, or agent is at their regular duty station.

   c. Train individuals to whom access to PII is granted about privacy, IT Security, and confidentiality best practices and require their signed acknowledgment of understanding of and abidance to the training prior to credentialing them to access PII data and regularly, thereafter. (See Appendix B: List of Processor personnel with Access to State PII)

   d. Send emails containing PII only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

   e. If Processor uses a non-affiliated third party to perform services and discloses Personally Identifiable Information to the third party, such shall be pursuant to a written agreement between the parties which must require the third party to implement and maintain reasonable security procedures no less stringent than those required in this Agreement;

   f. Regularly review privacy and IT security policies, procedures, and practices to ensure compliance with PIGA and this Agreement;

   g. Designate a person who addresses any complaints or questions an Entity may have regarding the Processor’s privacy practice;, and,

   h. Promptly provide written notice to the State as provided for herein if it learns of any unauthorized use, misappropriation, or disclosure of any PII. Processor must, at its own expense, cooperate with the State in seeking injunctive or other equitable relief with respect to any unauthorized use, misappropriation, or disclosure of any Personal Information.

D. Security Breach Detection and Investigation

1. The Processor must give written notice to the State as provided for herein within one (1)- business day after the Processor discovers or is notified of the Breach of the Security of a System.

2. Once it discovers or is notified that it incurred a Breach of the Security of a System, Processor must conduct in good faith a reasonable and prompt investigation to determine the likelihood that PII of an Entity has been or will be misused, e.g., for identity theft. If the investigation shows that there is a reasonable chance that the data will be misused, the Processor must abide by the Underlying Agreement’s requirement regarding mitigation and remediation.

E. Security Breach Notification

1. As soon as reasonably practicable, but not later than 45 days of the business' discovery or notification of the Breach of the Security of a System, Processor must provide Notice to affected data subjects that is given in writing and sent to the most recent address of the data subject or meet the obligations under Title 10 §1305 (e) and (f).

2. A Processor may delay notification if requested by a law enforcement agency or to determine the scope of the breach, identify all the affected data subjects, or restore the integrity of the system. However, the Processor must send notification within 7 days after the law enforcement agency determines that it will not impede a criminal investigation and will not jeopardize homeland or national security if the original 45–day period has already elapsed or within 45 days of becoming aware of the breach of the security of a system.

3. Notice may be sent via email if a data subject has already consented to receive electronic notices, or the Processor primarily conducts its business via the Internet.

4. The Processor may provide notice of a security breach by email, posting on its website, and to statewide media if the cost of notice would exceed $100,000 or the number of data subjects to be notified exceeds 175,000 individuals.

F. In the Event of a Breach - Notice to Consumer Must Include:

1. To the extent possible, a description of the categories of information that were, or are reasonably believed to have been, acquired by an unauthorized person, including which of the elements of Personally Identifiable Information were, or are reasonably believed to have been, acquired;

2. Contact information for the Processor's designee who can address data subjects' questions and concern, including a toll-free number if the Processor has one;

3. Toll-free numbers and addresses for each of the three credit reporting agencies: Equifax, Experian, and TransUnion;

4. Toll-free numbers, addresses, and websites for the Federal Trade Commission (FTC) and the Maryland Office of the Attorney General (OAG);

5. A statement that the data subject can obtain information from these sources about steps to avoid identity theft.

6. The Processor must provide a draft of the notification to and receive approval from the State prior to sending the notification to the OAG.

G. Processor Notice to the Attorney General

1. Prior to sending notification to affected data subjects, the Processor shall notify the Office of Attorney General.

    a. At a minimum, the notice must include the number of affected Maryland residents, a description of the breach, including when and how it occurred, any steps the business has taken (or plans to take) relating to the breach of the security of a system, and the form of notice that will be sent to affected individuals and a sample notice.

b. All notifications shall be deemed to have been duly given (i) if delivered by hand or overnight courier service, mailed by certified or registered mail, or sent by email, as follows:

The OAG's notification:

By U.S. Mail:
Office of the Attorney General
Attn: Security Breach Notification
200 St. Paul Place
Baltimore, MD 21202

With a copy to:
Attn: Security Breach Notification
(410) 576-6566
By Email:
Idtheft@oag.state.md.us

H. Term and Termination

1. Term

a. The Term of this Agreement shall be effective as of the date executed by the State below and shall terminate when all of the PII provided to or created or received by Processor in connection with the Underlying Contract, is destroyed or returned to the State, in accordance with the termination provisions of sub (3) of this Section.

b. Destruction of Records. Processor shall have and abide by a data retention schedule. When, upon authorization by the State, Processor destroys records, Processor shall take reasonable steps to protect against unauthorized access to or use of personal information.

c. If it is impossible to return or destroy all the PII provided to, or created or received by Processor, Processor's obligations under this Agreement shall be ongoing with respect to such information, unless and until a separate written agreement regarding that information is entered into with the State.

2. Termination

This Agreement is subject to the termination provisions of the Underlying Contract.

3. Effect of Termination

a. Upon any termination of this Agreement, Processor shall return or, if agreed to by the State, destroy all PII received from the State in connection with the Underlying Contract, or pursuant thereto the Processor created, maintained, or received on behalf of the State, Processor shall retain no copies of the PII. This provision shall apply to PII that is in the possession of Processor's subcontractors or agents. If the return or destruction of all PII is not possible, the Processor shall maintain at least the same level of security to the data until such time as the data is destroyed or returned. The Processor shall attest to the return or destruction of PII. (See Appendix C: Certification of Data Destruction).

b. In the event of any intentional, willful, or grossly negligent material breach by Processor of any obligation of this Agreement or applicable law, the State shall have the right to immediately terminate any contract then in force between the Parties, including but not limited to the Underlying Contract.

I. Survival

The obligations of the Processor under this Agreement shall survive its expiration or earlier termination.

J. Unfair or Deceptive Trade Practices.

A violation of the Maryland Personal Information Privacy Act is an unfair or deceptive trade practice as defined by the Maryland Consumer Protection Act.

K. General Provisions

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its choice of law provisions. This Agreement is not intended to modify the Parties' respective obligations to comply with any applicable federal, State, and local laws, rules, and regulations, or any obligations under the Underlying Contract.

L. Ambiguity.

Any ambiguity in this Agreement shall be resolved to permit the State to comply with the PIGA [and any applicable state or federal privacy regulation(s))] and its provisions with respect to the privacy and security of personally identifiable information.

M. Regulatory References

A reference in this Agreement to a section in the PIGA, including any regulations promulgated thereto, means the section as in effect or as amended.

N. Notices

All notices, requests, demands and other communications given under this Agreement shall be in writing and shall be deemed to have been received as of the posted date and time in the named email inbox, as follows:

Notice to State

Christian Skipper
Designated Agency Privacy Officer

410-799-1930
Phone
christian.skipper1@maryland.gov
Email Address

Notice to State

Nishant Bhoyar
Agency Contract Monitor

(410) 767-5310
Phone

nishant.bhoyar@maryland.gov
Email Address

With a Copy to:
Scott Moore
Agency AAG Name

scott.moore2@maryland.gov
Email Address

Notice to the Processor

KPMG LLP, Attn: Sougata Banerjee
Processor Designee

3 Chestnut Ridge Rd, Montvale, NJ 07645
Mailing Address

916-213-7245
Phone

sougatabanerjee@kpmg.com
Email Address

O. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Executed on this 21 May **day of 2025**

Christopher Hautala

By: ______________________________
[Authorized Signatory]
[Name of Agency]

Executed on this 21st day of May 2025

SBanerjee

By: Sougata Banerjee
Processor Authorized Signatory

Approved as to form and legal sufficiency this
day of 2025

By: Scott Moore 5.22.25
Assistant Attorney General MD Dept. of General Services

DUA Appendix A: Types of Personally Identifiable Information to Be Processed

Contract Number:

The listed types of Personally Identifiable Information are required for the Processor to meet the service provisions written in the Underlying Contract. Alternatively, provide a schema of field names required to meet the stated service provisions.

Specific PII Type(s):

☑ First Name or Initial

☑ Last Name

☐ Address

☐ State or Government Issued Identification number (e.g., SSN, Driver's license, passport, individual tax ID, …)

☐ Financial or other Account Number, Bank Account number, and any required security code, access code, or password

☐ Unique Biometric or Genetic print or image

☐ Geospatial Location

☑ Other: Vendor Tax ID Number

In the event additional types of PII are processed in the future, a DUA modification that includes the new PII element(s) must be completed prior to processing the data.

DUA Appendix B: List of Processor Personnel with Access to State PII

The Processor shall maintain a current list of personnel (similar to the format below) who are granted access to ***Personal Information.*** The Processor shall provide the list to the State upon request.

Last Name, First Name, MI	Job Position	Date Granted Access	Date Removed Access

DUA Appendix C: CERTIFICATION OF DATA DESTRUCTION

Vendor/Processor's Name #	Processor's Contact Name:
Pursuant to State Contract Number	Processor's Contact Phone:
Date(s) of Destruction	State Representative Authorizing destruction
Description of Destroyed records, record series, or data sets – Include digital, tapes, hardware, paper	

Inclusive Dates of Destroyed data or records

Method of Destruction (check) (Must be NIST compliant)			
☐ Cross Shred	☐ Block Erase	☐ Degauss	☐ Incinerate
☐ Pulverize	☐ Cryptographic Erase	☐ Melt	☐ List Other:

Outsourced Data Destruction Vendor Name (attach certificate of destruction)

Outsourced Vendor Address

Do the destroyed records listed above constitute all records containing Personal Information/Personally Identifiable Information provided to the Processor as part of the State Contract? ☐ Yes ☐ No

If Processor retains any PI/PII related to State Contract number ____________________, the Processor is bound by contract to maintain reasonable security measures to protect the data until the Processor securely returns the data to the State or destroys the data.

I attest that the above is true and accurate:

Authorized Signatory Name	Title
Authorized Signature	Date
Witness	Date

Exhibit E Maryland Living Wage Affidavit of Agreement for Service Contracts

Contract No. CTR022894

Name of Contractor: KPMG LLP

Address: 2323 Ross Avenue, Suite 1400, Dallas, Texas 75201

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

☐ Offeror is a nonprofit organization

☐ Offeror is a public service company

☐ Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

☐ Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. ____________________(initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):

☐ __ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

- ☐ __The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ __The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: Sougata Banerjee

Signature of Authorized Representative: SBanerjee Date: May 21, 2025

Title: Managing Director

Witness Name (Typed or Printed): Malynda Little

Witness Signature: Malynda Little Date: May 21, 2025

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Exhibit F - Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: May 21, 2025 By: SBanerjee

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Exhibit G- Attachment S. Non-Disclosure

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made by and between the State of Maryland (the "State"), acting by and through Maryland Department of General Services (Issuing Agency Name) (the "Department" or "Agency" or "Authority" or "Commission"), and KPMG LLP (the "Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the "Contract") stemming from the NASPO ICPA eProcurement Solution Services Master Agreement #MA18P23091500000000000034; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor's employees, agents, and subcontractors (collectively the "Contractor's Personnel") with access to certain information the State deems confidential information (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, "Confidential Information" means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h) and Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. The Contractor shall only copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information where it is for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor's Personnel") who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Contractor shall provide copies of such agreements to the State upon request. The Contractor shall provide the names of such personnel, upon the Contract Monitor's request, using **Attachment S-2**. Contractor shall provide updated versions of **Attachment S-2 (listing the names of** the Contractor's Personnel or a subcontractor's personnel) upon the Contract Monitor's request.

3. If the Contractor intends to disseminate any portion of the Confidential Information to individuals other than those described in section 2 above who are assisting in the Contractor's performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. The Contractor hereby agrees to hold the Confidential Information in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The Contractor shall, at its own expense, return to the State all Confidential Information in its care, custody, control or possession upon request of the State or on termination of the Contract.

7. A breach of this Agreement by the Contractor or the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may seek to obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: KPMG LLP	Department Department of General Services/Office of State Procurement
By: SBanerjee (seal)	By: Christopher Hautala
Printed Name: Sougata Banerjee	Printed Name: Christopher Hautala
Title: Managing Director	Title: Associate Director of Procurement
Date: May 21, 2025	Date: May 21. 2025

S-2 NON-DISCLOSURE AGREEMENT

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date

S-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and____(“Contractor”) dated __________________, 20_____(“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.

DATE: ______________________________

NAME OF CONTRACTOR: ____

BY: ____
(Signature)

TITLE: ____
(Authorized Representative and Affiant)

Exhibit H - Attachment L. Location of the Performance of Services

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. CTR022894, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:

___ have plans

✓ have no plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

____

b. Reasons why it is necessary or advantageous to perform services outside the United States:

____

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: May 21, 2025

Offeror Name: KPMG LLP

By: SBanerjee

Name: Sougata Banerjee

Title: Managing Director

Please be advised that the State of Maryland may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United

States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Exhibit I: Contractor Requirements General

1.1 Reserved

1.2 End of Contract Transition

The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 30 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

A. Provide additional services and support as requested to successfully complete the transition;

B. Maintain the services called for by the Contract at the required level of proficiency;

C. Provide updated System Documentation, as appropriate; and

D. Provide current operating procedures (as appropriate).

The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.

The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.

The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:

A. The Contractor shall provide a draft Transition-Out Plan 30 Business Days in advance of Contract end date.

B. The Transition-Out Plan shall address at a minimum the following areas:

   1) Any staffing concerns/issues related to the closeout of the Contract;

   2) Communications and reporting process between the Contractor, the Department and the Contract Monitor;

   3) Security and system access review and closeout;

   4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;

   5) Any final training/orientation of Department staff;

   6) Connectivity services provided, activities and approximate timelines required for Transition-Out;

   7) Knowledge transfer, to include:

      a) A working knowledge of the current system environments as well as the general business practices of the Department;

      b) Review with the Department the procedures and practices that support the business process and current system environments;

      c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;

d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;

e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;

8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and

9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.

C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.

D. The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.

E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in **Section 1.3**.

1.3 Return and Maintenance of State Data

A. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all data provided by or on behalf of the State ("State data") in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days ("the retention period") from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period. Notwithstanding the foregoing, Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of records as contemplated by this paragraph.

B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.

C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

1.4 Invoicing

1.4.1 General

A. The Contractor shall send the original of each invoice and signed authorization to invoice to the Contract Monitor and Julie Young and Nishant Bhoyar at the following e-mail addresses: Julie.Young@maryland.gov, nishant.bhoyar@maryland.gov

B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.

C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

1) Contractor name and address;
2) Remittance address;
3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
4) Invoice period (i.e. time period during which services covered by invoice were performed);
5) Invoice date;
6) Invoice number;
7) State assigned Contract number;
8) State assigned (Blanket) Purchase Order number(s);
9) Goods or services provided;
10) Amount due; and
11) Any additional documentation required by regulation or the Contract.

D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.

E. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

F. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

H. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date except as otherwise necessary to comply with Section 1.3 above.

1.4.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

A. For items of work for which there is one-time pricing (see Exhibit J) those items shall be billed in the month following the acceptance of the work by the Department.

1.4.3 Deliverable Invoicing

A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).

B. Payment for deliverables will only be made upon completion and the State's acceptance of the deliverables.

1.4.4 Time and Materials Invoicing

A. All time and material invoices shall be accompanied by a signed timesheet as described below and notice(s) of acceptance issued by the State: DPAF for each time period invoiced (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)>>. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the Contract Monitor.

B. Time Sheet Reporting

Within three (3) Business Days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Contract.

At a minimum, each semi-monthly timesheet shall show:

1) Title: "Time Sheet for <<xxxxx>>";

2) Issuing company name, address, and telephone number;

3) For each employee /resource:

   a) Employee / resource name, and

   b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th, and 16th through last day of the month.):

      i) Tasks completed that week and the associated deliverable names and ID#s;

      ii) Number of hours worked each day;

      iii) Total number of hours worked that Period;

      iv) Period variance above or below 40 hours;

      v) Annual number of hours planned under the Work Order or Task Order;

      vi) Annual number of hours worked to date; and

      vii) Balance of hours remaining;

4) Annual variance to date (Sum of periodic variances); and

5) Signature and date lines for the Contract Monitor.

C. Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor shall sign the timesheet to indicate authorization to invoice.

1.4.5 For the purposes of the Contract an amount will not be deemed due and payable if:

A. The amount invoiced is inconsistent with the Contract;

B. The proper invoice has not been received by the party or office specified in the Contract;

C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;

D. The item or services have not been accepted;

E. The quantity of items delivered is less than the quantity ordered;

F. The items or services do not meet the quality requirements of the Contract;

G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;

H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or

I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

1.4.6 Travel Reimbursement

A. There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-Routine Travel without prior Contract Monitor approval.
B. Routine Travel is defined as travel within a 50-mile radius of the Department's base location, as identified in Exhibit L, or the Contractor's facility, whichever is closer to the consulting or work site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.
C. Non-routine Travel is defined as travel beyond the 50-mile radius of Department's base location, as identified in Exhibit L, or the Contractor's facility, whichever is closer to the consulting or work site. Non-routine Travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If Non-Routine travel is conducted by automobile, the first 50 miles of such travel will be treated as Routine Travel and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in Exhibit L.

1.5 Reserved

1.6 Disaster Recovery and Data

The following requirements apply to the Contract

1.6.1 Redundancy, Data Backup and Disaster Recovery

A. Unless specified otherwise in the Participating Addendum, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term.

B. B. The Contractor shall have commercially reasonable contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

1) The Contractor shall furnish a DR site.

2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.

C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.

D. If the Contract is longer than a year, the Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.

E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

1.6.2 Data Export/Import

A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:

1) perform a full or partial import/export of State data within 24 hours of a request; or

2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.

B. Any import or export shall be in a secure format.

1.6.3 Data Ownership and Access

A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of the Contract are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.

C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations.

D. At no time shall any data or processes – that either belong to or are intended solely for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

Provisions in Sections 1.6.1-1.6.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Section 1.6.1-1.6.3 (or the substance thereof) in all subcontracts.

1.7 Insurance Requirements

1.7.1 The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

The following type(s) of insurance and minimum amount(s) of coverage are required:

A. Commercial General Liability - of $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and $3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.

B. Errors and Omissions/Professional Liability - $1,000,000 per combined single limit per claim and $3,000,000 annual aggregate.

C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of $1,000,000 per loss. The State of Maryland and the Department should be added as a "loss payee."

D. Cyber Security / Data Breach Insurance – The Contractor shall possess and maintain throughout the term of the Contractor and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least five million dollars ($5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy(ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars ($1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

1.7.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

1.7.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

1.7.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

1.7.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

1.7.6 Subcontractor Insurance

The Contractor shall require any subcontractors working on the Contract to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

1.8 Security Requirements

The following requirements are applicable to the Contract:

1.8.1 Employee Identification

A. Contractor Personnel shall display their company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.

B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.

D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

1.8.2 Criminal Background Check

A. A criminal background check for any Contractor Personnel accessing State systems or systems that provide services to the State shall be completed prior to each Contractor Personnel providing any services under the Contract OR within four (4) weeks of Contract award .

B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

C. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

1.8.3 On-Site Security Requirement(s)

A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.

2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools

being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.

C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

1.8.4 Information Technology

(a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

(b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

The Contractor shall:

1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standard practices for information security such as those listed below (see **Section 1.8.5**);

2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with data protection and privacy laws applicable to the Contractor's provision of services as well as the terms and conditions of the Contract; and

3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at:

   https://doit.maryland.gov/policies/Pages/default.aspx

1.8.5 Data Protection and Controls

A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall leverage with accepted industry standards, such as the NIST cybersecurity framework.

B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):

1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.

2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides https://www.cisecurity.org/, Security Technical Implementation Guides (STIG) https://public.cyber.mil/stigs/, or similar industry standard practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible. These procedures may include removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor's system configuration files.

3) RESERVED.

4) Apply data encryption to protect Sensitive Data, including in transit across public networks, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data. Accordingly, the State commits to work with Contractor to implement policy-enforced transport layer security (TLS) on servers used to exchange email and will not assert that Contractor is in breach of its encryption obligations hereunder if the State's technology is the cause of the encryption failure.

5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over public networks.

6) Encryption algorithms which are utilized for encrypting data shall comply with industry standards.

7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.

8) Retain the aforementioned logs and review them as needed in accordance with Contractor's policies to identify suspicious or questionable activity for investigation. The Department shall have the right to review information regarding these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.

9) Ensure system and network environments are protected by properly configured and updated firewalls.

10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.

11) By default "deny all" and only allow access by exception.

12) Perform regular vulnerability testing. Such testing should identify items such as outdated software versions; missing software patches; device or software misconfigurations; and validate compliance with or deviations from the Contractor's security policies The Department shall have the right to information regarding the Contractor's policies and procedures.

13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls.

14) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only in the U.S..

15) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.

16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings in accordance with its policies.

17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

18) Remove any tax identification numbers from State data prior to storing or transferring that data.

1.8.6 Security Logs and Reports Access

A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.

B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

1.8.7 Security Plan

A. If the Contract is longer than a year, the Contractor shall protect State data according to a written security procedure ("Security Plan"), and, upon request, shall supply a copy of such policy to the State for validation.

B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.

1.8.8 Security Incident Response

A. As presented in Attachment Y, "Data Use Agreement"

1.8.9 Data Breach Responsibilities

A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:

1) Notify the appropriate State-identified contact within 48 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;

2) Cooperate with the State to assess and resolve the data breach;

3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and

4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

C. Additional security requirements may be established in a Task Order and/or a Work Order.

D. The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

E. Provisions in **Sections 1.8.1-1.8.9** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 1.8.1- 1.8.9** (or the substance thereof) in all subcontracts.

1.9 Problem Escalation Procedure

A. The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

B. The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

C. The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

1) The process for establishing the existence of a problem;
2) Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
3) For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
4) Expedited escalation procedures and any circumstances that would trigger expediting them;
5) The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
6) Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
7) A process for updating and notifying the Contract Monitor of any changes to the PEP.

D. Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

1.10 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

1.11 Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this Contract shall maintain in good standing any required professional certifications for the duration of the Contract.

1.11.1 Work Hours

Unless otherwise specified, the following work hours requirements are applicable:

A. Business Hours Support: Contractor shall assign Contractor Personnel to support Department business hours 8:00 AM to 5: 00 PM, Monday through Friday except for State holidays.

B. If Work Orders are used, needs beyond the hours described in paragraph A may be defined in a Work Order.

C. Contractor Personnel may also be required to provide occasional support outside of the Department's business hours listed in Section 1.11.3, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.

D. State-Mandated Closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Monitor of these details.

E. Minimum and Maximum Hours: Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the Contract Monitor. A flexible work schedule may be used with Contract Monitor approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.

F. Vacation Hours: Requests for leave shall be submitted to the Contract Monitor at least two weeks in advance. The Contract Monitor reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

1.12 Substitution of Personnel

1.12.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract (see Key Roles in Exhibit L), the following apply:

A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.

B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified by the Contract Monitor. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor provided that in the event that any Contractor Key Personnel become unavailable due to resignation, illness or other factors, excluding assignment to projects outside the Contract, outside of Contractor's reasonable control, as the case may be, Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

C. The provisions of this section apply to Key Personnel identified in any Work Order Request and Work Order, if issued.

1.12.2 Definitions

For the purposes of this section, the following definitions apply:

A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; events outside of Contractor's reasonable control (but excluding assignment to projects outside the Contract), or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties required for that individual's position.

1.12.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 1.12.4**.

A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.

B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:

1) A detailed explanation of the reason(s) for the substitution request;

2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;

3) The official resume of the current personnel for comparison purposes; and

4) Evidence of any required credentials.

C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

1.12.4 Replacement Circumstances

A. Directed Personnel Replacement

1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **1.12.4.A.2**.

2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

5) If the Contract Monitor determines to direct substitution under **1.12.4.A.1**, if at all possible, at least fifteen (15) days' advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **1.12.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

1) To replace any Key Personnel in a circumstance other than as described in **1.12.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 1.12.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2) Key Personnel Replacement Due to Sudden Vacancy

a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 1.12.4.B.1**.

b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 1.12.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3) Key Personnel Replacement Due to an Indeterminate Absence

a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 1.12.3**.

b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

1.12.6 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Contractor may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Contractor: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel or such other event outside of Contractor's reasonable control (but excluding assignment to projects outside the Contract); and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel or such other event outside of Contractor's reasonable control (but excluding assignment to projects outside the Contract). To qualify for such substitution, the Contractor must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

1.13 Reserved

1.14 Reserved

1.15 Work Orders

A. Additional services and resources may be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing . T&M Work Orders will be issued in accordance with the Master Agreement's Labor Categories with the fully loaded rates proposed in the Master Agreement. B. Work Order Requests (See sample at http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf) for the provision of services or resources that are within the scope of this Contract will be issued to the Contractor. The Work Order Request will include:

1) Technical requirements and description of the service or resources needed;
2) Performance objectives and/or deliverables, as applicable;
3) Due date and time for submitting a response to the request; and
4) Required place(s) where work must be performed.

C. The Contractor shall e-mail a response to the Contract Monitor within the specified time and include at a minimum:

1) A response that details the Contractor's understanding of the work;
2) A price to complete the Work Order Request using the format provided (see online sample).
3) A description of proposed resources required to perform the requested tasks, with labor categories listed the Master Agreement.
4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
5) Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel
6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

D. For a T&M Work Order, the Contract Monitor will review the response and will confirm the proposed labor rates are consistent with the rates listed in the Master Agreement. For a fixed price Work Order, the Contract Monitor will review the response and will confirm the proposed prices are acceptable.

E. The Contract Monitor may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.

F. Proposed personnel on any type of Work Order shall be subject to Department approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Monitor shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.

G. Performance of services under a Work Order shall commence consistent with an NTP issued by the Contract Monitor for such Work Order.

1.16 Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 1.16.1** (or the substance thereof) in all subcontracts created for this Contract's Statement of Work.

1.16.1 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, the Contractor is strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

ATTACHMENT R - CORPORATE DIVERSITY ADDENDUM

Effective August 18, 2022

Instructions: Pursuant to § 11-101 of the Tax-Property Article, certain entities must provide a Corporate Diversity Addendum, which contains certain diversity data specified by Code of Maryland Regulation ("COMAR") 24.01.07. To determine whether you must provide the Corporate Diversity Addendum, please complete Worksheet A.

Failure to complete the Addendum or failure to meet the criteria therein, may prohibit you from receiving certain State benefits. For more information, refer to COMAR 24.01.07.

Please be aware, the information you include in the Corporate Diversity Addendum may be shared with other Maryland State agencies.

Worksheet A

1. Are you an entity that is required to be in good standing with the State Department of Assessments and Taxation ("SDAT"), and meets the following definition:

   (1) A commercial enterprise or business that is formed in the State or registered with SDAT to do business in the State; or (2) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity?

   ☑ **Yes** – Proceed to Question 2

   ☐ No – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

2. Check the appropriate box if you are any of the following types of entities:

   ☐ Sole Proprietor

   ☐ Limited liability company (LLC) owned by a single member

   ☐ Privately held company if at least 75% of the company's shareholders are family members

   ☐ Entity that (1) has an annual operating budget or annual sales less than $5,000,000; and (2) has not qualified for or applied for, and does not intend to apply for, a State benefit, as defined below

   Did you check at least one box?

   ☐ Yes – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

   ☑ **No** – Proceed to the Corporate Diversity Addendum on Page 3.

   "State benefit" means (1) a State capital grant funding totaling $1.0 million or more in a single fiscal year (July 1 – June 30); (2) State tax credits totaling $1.0 million or more in a single fiscal year (July 1 – June 30); or (3) the receipt of a State contract with a total value of $1.0 million or more. "State contract" means a contract that (a) resulted from a competitive procurement process and (b) is not federally funded in any way.

AFFIDAVIT (I)

UNDER PENALTIES OF PERJURY, I hereby swear that the entity submitting this report is not required to submit the Corporate Diversity Addendum.

Entity/Business Name: ____

Federal Employer Identification Number (FEIN): ______________________________

SDAT Identification Number: ____

Name of Entity's representative completing this Affidavit (print clearly):

____

Title: ____

Signature:____________________________ ____________________

CORPORATE DIVERSITY ADDENDUM

Instructions: If you are required to provide the Corporate Diversity Addendum, completing Affidavit (II) on Page 4 is mandatory. A response to both items is required. Failure to provide a complete response to either of the two items may render the entity ineligible for certain state benefits. For more information, refer to COMAR 24.01.07.

I. A response to Item I is required. However, the content of your response has no bearing on eligibility for State benefits. Select below the underrepresented communities which are represented on this entity's board or in executive leadership. Select all that apply.

☐ Alaska Native
☐ Asian-Pacific Islander
☐ Black or African-American
☐ Hispanic or Latino
☐ Native American
☐ Native Hawaiian
☑ One or more of the racial or ethnic groups listed above
☐ None of the above

II. Check the box next to the following Corporate Diversity indicators that pertain to this entity. *Note that references to underrepresented communities refers to communities listed in Item I above. The examples provided are intended to be representative, not exclusive.* Select all that apply.

1. ☑ Entity maintains written workforce diversity, equity, and inclusion ("DEI") policies.
2. ☑ Entity offers DEI training to its workforce.
3. ☑ Entity assigns a senior-level employee as responsible for oversight and direction of the entity's DEI efforts.
4. ☐ Entity reports performance of its workforce DEI programs on its website.
5. ☐ Entity includes DEI objectives in performance plans of its managers.
6. ☑ Entity publishes information on its website about its DEI commitments and efforts.
7. ☑ Entity provides career advancement training/opportunities for employees, including members of underrepresented communities.
8. ☑ Entity collaborates with educational institutions, or is an educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships).
9. ☑ Entity has a supplier diversity policy that provides business opportunities to diverse suppliers, including businesses owned by members of underrepresented communities, such as State-certified Minority Business Enterprises ("MBEs").
10. ☐ Entity publicizes its procurement opportunities to encourage participation from businesses owned by members of underrepresented communities.
11. ☑ Entity measures percentage of contract dollars awarded to businesses owned by members of underrepresented communities, including MBEs.
12. ☑ Entity provides support and outreach to underrepresented communities and/or organizations that represent underrepresented communities.

Only entities that meet at least 33% (4) of the Corporate Diversity Indicators above, by checking all the applicable boxes, qualify to receive a State benefit.

AFFIDAVIT (II)

UNDER PENALTIES OF PERJURY, I declare that I have examined this Corporate Diversity Addendum, and to the best of my knowledge and belief, it is true, correct, and complete.

Entity/Business Name: KPMG LLP

Federal Employer Identification Number (FEIN): 13-5565207

SDAT Identification Number: E03993391

Name of Entity's representative completing this Affidavit (print clearly):

Mr. Sougata Banerjee

Title: Managing Director

Signature SBanerjee Date May 21, 2025

Penalties for Submitting False Information. If information provided by the entity in this form or by other means is materially false, the entity and the individual providing the false information may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and may be subject to debarment, and all State benefits or contracts to the entity made in reliance upon the inaccurate form or other information may be void or subject to termination for default. See COMAR 24.01.07.

State of Maryland

KPMG STATEMENT OF WORK # 01S

eMMA Project Support

THIS STATEMENT OF WORK ("SOW"), DATED AS OF MAY 21, 2025 ("EFFECTIVE DATE"), IS ENTERED INTO BY AND BETWEEN The State of Maryland acting through its Department of General Services ("**Department**" or "**State**" or **"SOM"**), and KPMG LLP ("**Company**" OR "**KPMG**" OR "**WE**" OR "CONTRACTOR" OR "**CONSULTANT**").

WHEREAS this SOW **IS ENTERED INTO IN ACCORDANCE WITH THE TERMS OF THE KPMG NASPO VALUEPOINT EPROCUREMENT SOLUTION AND SERVICES MASTER AGREEMENT # 18P 23091500000000000034** dated as of September 15, 2023 (the "**NASPO Agreement**"), **AND AS ADDENDED BY** the State of Maryland Participating Addendum to the KPMG NASPO ValuePoint eProcurement Solution and Service Master Agreement ("**Participating Addendum**" or "**Addendum**") executed May 21, 2025; and,

WHEREAS the KPMG NASPO ValuePoint eProcurement Solution and Services Master Agreement **# 18P 23091500000000000034** and the Participating Addendum are both referred to herein collectively as the "**Agreement**".

This SOW is subject to the terms of the Agreement. Capitalized terms used herein without definition shall have the meaning ascribed to them in the Agreement. In the event of any conflict between the terms of this SOW and the terms of the Agreement, or any part thereof, the terms of the Agreement shall control.

1.0 Project Objectives and Scope

The objective of the project is to support the State of Maryland by stabilizing and enhancing the existing Ivalua platform (–i.e., the "eMaryland Marketplace Advantage" or "eMMA"), implementing a full Source-to-Pay procurement operating model, and enabling core business functions and procurement operations while adhering to governing laws and regulations (including the Code of Maryland Regulations (COMAR). The project will also address existing defects and data discrepancies impacting eMMA, deliver enhancements to eMMA, and support specific statewide business initiatives. The resulting eProcurement platform will support the State's operations and enable higher levels of procurement performance and value delivery from procurement operations.

The scope of the project includes:

1.1 Project Management Office (PMO) Workstream: Set-up the project governance and conduct PMO operationalization activities. Establish the project charter, project management tools, templates, processes, procedures, and reporting.

1.2 Organizational Change Management & Training (OCMT), and Agency Enablement (AE): Execute ongoing change management, communications, training, and agency enablement activities. Rebrand the current eMMA solution.

1.3 Ivalua Upgrade Workstream: Validate technical upgrade to version v182 has been completed and deployed to production in calendar year 2025. Conduct an upgrade to an agreed upon future version of Ivalua during calendar year 2027.

1.4 Reversion Support: Revert current procure to pay (P2P) functionality and limit system access to conduct P2P activities in eMMA for calendar year 2025 as outlined in Appendix A.

1.5 Maintenance & Support Workstream: Provide ongoing application support & maintenance for eMMA supplier management, sourcing, and contract management functionality (Level 2 Support by KPMG). Deploy quick wins, bug fixes, and execute technical monitoring. Enable contract management functionality for the Department of Human Services (DHS).

1.6 Solution Enhancements Workstream: Review current backlog of enhancements, gather requirements, and deploy ongoing monthly enhancement releases. Evaluate current eMMA supplier management, sourcing, and contract management design and configurations against the NASPO Requirements Traceability Matrix (RTM) for additional enhancement opportunities.

1.7 Target Operating Model (TOM) Assessment / Future State Design: Conduct target operating model assessment, establish a core model design, and provide an adoption gap analysis and opportunities for improvement. Explore future state IT roadmap and align with the future state vision for the State's Financial Management Information System (FMIS).

1.8 Future State Execution: Deploy Ivalua P2P functionality pilot and integrate with the existing FMIS solution in calendar year 2026. Conduct agency enablement and localization activities in calendar year 2027. Develop roadmap for integrating eMMA with Maryland's desired future state vision for FMIS.

2.0 Activities and Deliverables

KPMG will perform the activities and provide the deliverables set forth below. Deliverables descriptions are listed in Appendix B.

Workstream	Activities and Deliverables
1 - PMO	**KPMG Activities:** • Establish Project Management Office (PMO) and project governance • Confirm key project stakeholders, including participants from the State for project execution • Develop the Project Charter • Set up program logistics (collaboration site, calendars, etc.) • Confirm objectives and set project execution expectations • Understand criteria for success • Conduct project kick-off session • Align on project templates for status reporting • Establish and execute program meeting and communication plan (status meetings, steering committee meetings, key milestone reviews) • Execute program and governance management processes • Develop and distribute weekly progress status reporting • Develop and distribute the monthly contract management plan report • Conduct quarterly quality assurance review and distribute the quarterly quality assurance report • Perform ongoing risk mitigations and issue tracking • Execute project change control and escalation process • Setup processes for and conduct Steering Committee updates per the SOM's organizational structure • Coordinate with Ivalua Customer Success Manager (CSM) • Manage implementation dependencies • Execute administrative fee supplier outreach **KPMG Deliverables:** • Project Kick-off Presentation • Year 1 Project Plan

Workstream	Activities and Deliverables
	• Project Charter • Weekly Project Status Reports • Weekly Risk, Action, Issue, Decision (RAID) logs • Monthly Admin Fee Supplier Outreach Support Services Report • Monthly Contract Management Plan Report • Quarterly Quality Assurance Report • Year 2 Project Plan • Year 3 Project Plan **SOM Activities:** • Support establishment of the PMO • Validate project scope and finalize project resources and stakeholders • Complete data request and discovery questionnaires • Plan and coordinate logistics and participation for project activities • Provide timely access to subject matter and technical representatives • Confirm status report template • Coordinate deliverables approval • Coordinate change control process • Provide the necessary contracts, invoicing, payment data, and vendor contact information for the administrative fee review and supplier outreach
2 - OCMT & AE	**KPMG Activities:** • Establish the Change Management and Training Strategy and Plan • Develop the Communications Strategy and Plan • Establish a case for change • Outline rebranding strategy • Conduct leadership alignment sessions • Conduct stakeholder analysis and assess change readiness • Establish future state role-based personas and change impact • Support the development of a change agent network • Refresh training materials for current eMMA functionality as mutually agreed for Supplier Management (SM) and Source to Contract (S2C) training materials • Develop training materials for enhancements deployment • Develop training materials for P2P deployment • Conduct Train-The-Trainer sessions • Establish an agency enablement and localization program **KPMG Deliverables:** • Case for Change / Rebranding • Program Communications Strategy • Change Management Strategy and Plan • Training Strategy and Plan • Leadership Action Plan • Stakeholder Impact Analysis • SM and S2C Refreshed Training Materials • P2P Training Materials and Training Delivery • P2P Train-the-Trainer Program • Sustainment Strategy **SOM Activities:** • Approve execution plans of change management, communications, and training deliverables. • The State will be primarily responsible for leading and maintaining all project related communications with State departments and staff, including but not limited to, the

Workstream	Activities and Deliverables
	creation and maintenance of the project website, newsletters, and departmental briefings with KPMG support. KPMG will work collaboratively with the State of Maryland Department of General Services (DGS) and Office of State Procurement (OSP) on program level communication activities. • The State will be responsible for developing and disseminating project messages and will enlist State managers and supervisors as "change agents" to help in obtaining the buy-in of their direct reports. • The State will provide resources to assist in the delivery of certain training sessions. It is anticipated that State management and employees will play a role particularly in the delivery of organizational change management (OCM)-related instruction. • The State will support the development of a change agent network that will be organized through the State agencies and departments. These resources will support design sessions, interface needs, conversion needs, testing, security assignments and training. Additionally, the State will: • Identify trainers that will be trained by KPMG under the trainer-the-trainer approach. • SOM trainers to lead end user and supplier training sessions.
3 - Upgrade	**KPMG Activities:** • Document and confirm the technical upgrade checklist and upgrade deployment plan • Execute the technical upgrade deployment (move to production) plan • Resolve agreed upon technical issues in coordination with SOM and Ivalua • Confirm readiness for post go-live support • Coordinate push to production environment with Ivalua for go-live (with SOM approval) • Collaborate with SOM against a cutover and production readiness checklist to assess production readiness with SOM • Support agreed upon activities associated with making the system available to business users (go-live) • Support post upgrade activities as a part of the application support workstream • Support 2027 upgrade assessment, testing, and deployment **KPMG Deliverables:** • Upgrade Test Execution Results • Upgrade Deployment Plan **SOM Activities:** • Review, confirm, and support technical upgrade activities as per the Upgrade Deployment Plan • Support the resolution of any issues encountered as a part of the technical upgrade • Validate and approve testing activities are completed as part of the upgrade • Validate and approve the final move to production (post upgrade in Production environment) • Validate and approve the support model for post go-live • Review and approve all deliverables
4 - Reversion	**KPMG Activities:** • Lead up to five reversion review sessions with the State to understand the functionality and configurations to be reverted from the current eMMA implementation for P2P • Develop reversion functional and technical changes document based on the review sessions • Develop technical architecture diagram based on implementing the reversion changes • Capture and document reversion change impacts • Build final extract queries • Configure and unit test reversion changes in eMMA • Document and execute reversion test scenarios

Workstream	Activities and Deliverables
	• Provide assessment of issues and potential impacts on go-live which the State can use to make a go/no-go determination • Develop the reversion deployment plan • Support deployment to production environment; go-live (with State approval) • Deliver extracted data to State provided location • Validate production readiness with the State • Execute post go-live reversion hypercare support activities • Monitor and track key issues after go-live and support the State administrator with Ivalua platform related issue resolution for the period after go-live **KPMG Deliverables:** • Reversion Deployment Document • Environment Strategy **SOM Activities:** • Complete data request and discovery questionnaires • Plan and coordinate logistics and participants for reversion review workshops • Provide timely subject matter and technical representatives for reversion workshops • Secure participations from required participants for the reversion workshops • Secure logistics for the reversion workshops • Provide exit criteria • Provide inputs during the reversion sessions • Support review and development of reversion test scenarios • Perform updates to in-scope non-Ivalua platform integrations (to/from middleware and ERP and integration with any other SOM third party systems); Support integration testing coordination with KPMG • Support testing strategy and approach execution • Confirm tool for testing execution and defect tracking • Align on post implementation support model and business continuity plan with all key stakeholders • Identify resources required to participate in reversion testing • Secure commitment from resources for participation in testing activities • Provide testing approval and sign-off • Make final Go/No-Go decision • Extract and manage critical data that needs extra encryption or special handling • Support cutover activities as defined in the reversion deployment plan • Support hypercare and the delivery of ongoing communications for the implementation • Establish a continuous improvement program through regular health checks on the Ivalua system, end users, and suppliers • Review and approve all deliverables
5 – Ongoing Application Support & Maintenance for eMMA Supplier Management and Source to Contract Functionality	**KPMG Activities:** • Provide Level 2 application support including inquiry, assessment, and response of tickets created and assigned to KPMG within the State's ticketing system • Coordinate State testing of addressed tickets and coordinate deployment of these tickets on a regular recurring basis to be determined by the Contract Manager with the State and Ivalua by obtaining State approvals • KPMG to coordinate the deployment process with Ivalua • Provide responses on KPMG assigned tickets within the State's ticketing system • For tickets that were jointly agreed upon with the State as being out of scope during the assessment of the ticket, classify them as "Enhancements" and submit them to the State to be entered as enhancements in the State's enhancement backlog system. Enhancements will be prioritized by the State and scheduled for a future phase post upgrade and will not be delivered as part of this scope.

<table>
<tr><th>Workstream</th><th>Activities and Deliverables</th></tr>
<tr><td></td><td>• Respond to Level 3 and Level 4 (Tier 3 and Tier 4) queries from SOM
• Coordinate and escalate to Level 3 (Ivalua) via submission of Ivalua Extranet tickets
• Communicate system maintenance, bi-weekly patching, outage information, incident, and issue resolution as applicable based on Ivalua’s maintenance schedule
• Configure, unit test, and deploy technical updates based on tickets associated with the current twelve (12) Ivalua related integrations, interface, and data issues
• Maintain integrations, and documentation

KPMG Deliverables:
• Quick Wins Deployment
• Monthly Maintenance & Support Delivery and Summary Report

SOM Activities:
• Provide Level 1 and Level 2 (Tier 1 and Tier 2) application support
• Provide KPMG access to SOM’s ticketing system
• Confirm the enhancements tickets</td></tr>
<tr><td>6 – Solution Enhancements</td><td>KPMG Activities:
• Review current backlog of enhancements, gather requirements, and deploy ongoing enhancement releases covering all functionality, from customer requirement and goal setting, through Board of Public Works (BPW) and Procurement Agency Activity Report (PAAR), inclusive of contract management and compliance
• Develop and distribute the monthly enhancements deployment report
• Develop and deploy the supplier admin fee enhancement covering updated fields, design rules, workflows, reporting, and scheduled jobs to trigger system notifications and reminders

KPMG Deliverables:
• Year 1 Requirements Traceability Matrix
• Business Design Document (SM and S2C)
• Technical Design Document (SM and S2C)
• Monthly Enhancements Deployment Report

SOM Activities:
• Participate in enhancements prioritization and disposition meetings
• Participate in solution design meetings, testing, and deployment
• Provide SMEs for systems external to Ivalua when needed</td></tr>
<tr><td>7 – TOM Assessment / Future State Design</td><td>KPMG Activities:
• Develop assessment workshop plan
• Submit Source-to-Pay (S2P) operating model data requests
• Measure the current state S2P functions against leading practices in the context of the State and Ivalua
• Conduct gap assessment and provide recommendations for procurement function improvements and core model design
• Explore future state IT roadmap and align with the future state vision for FMIS
• Facilitate workshop(s) to develop initial prioritization of opportunities
• Validate prioritization identified during workshops based upon KPMG prior experience and knowledge of impact versus effort
• Group individual opportunities into projects and/or initiatives
• Determine rollout plan based on output of prioritization workshop & KPMG recommendations
• Develop an execution roadmap depicting each project such as target state Procurement Function with respective execution timeframes</td></tr>
</table>

Workstream	Activities and Deliverables
	KPMG Deliverables: • Target Operating Model Assessment Report • Future State Design Architecture Document **SOM Activities:** • Provide input into workshop plan • Complete S2P operating model data request • Participate in workshops to provide details on current state S2P functions • Review and provide inputs into target operating model assessment • Participate and provide inputs into the prioritization of opportunities and execution roadmap • Review and provide inputs into the proposed technology sequencing/implementation sequencing roadmap • Identify specific resources required for implementation execution for all proposed future phases

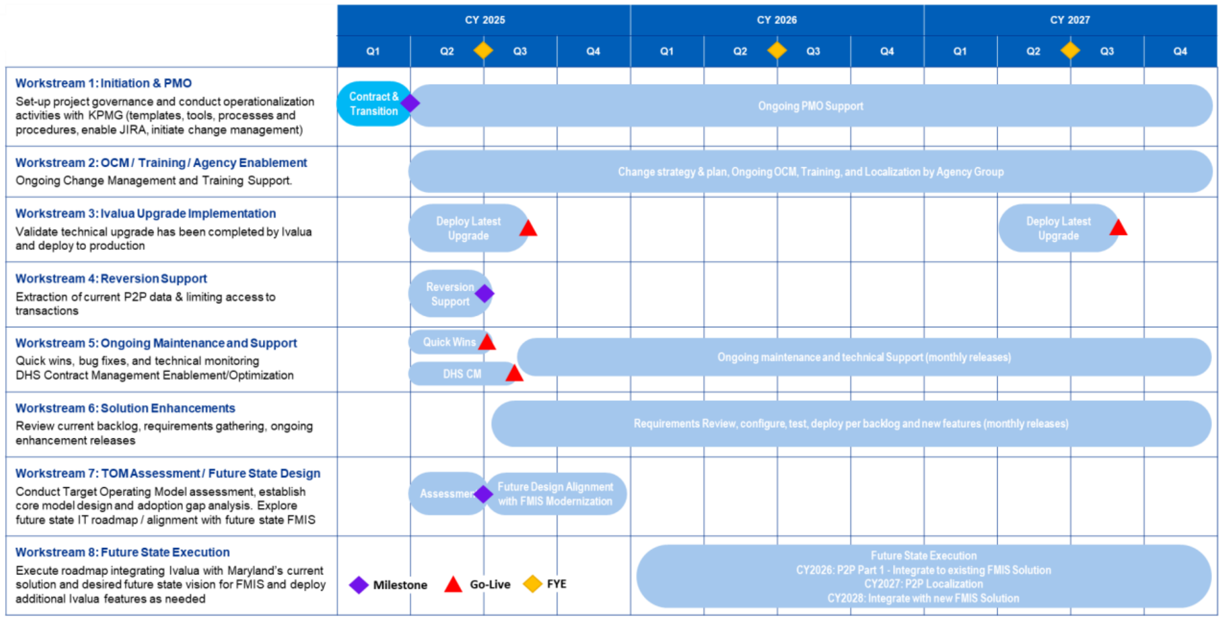
8 – Future State Execution	**KPMG Activities:**
	• Execute the roadmap integrating Ivalua with Maryland's desired future state vision for FMIS and deploy additional Ivalua features as mutually agreed.
	• For P2P and future state functionality:
	  • Vision: document and confirm future state requirements
	  • Validate: facilitate design validation sessions, and develop design documents,
	  • Construct:
	    • Build and unit test configurations to meet design specifications
	    • Conduct system integration testing (SIT)
	    • Support user acceptance testing (UAT)
	  • Deploy: Conduct cutover activities with the State to enable the production system
	
	KPMG Deliverables:
	• Data Migration Strategy
	• Business Design Document (P2P)
	• Technical Design Document (P2P)
	• Supplier Enablement Strategy and Plan
	• Test Strategy
	• SIT Test Cases
	• UAT Test Scripts
	• UAT Testing Results
	• Deployment Plan
	• Post Go-Live Support Plan
	• Monthly Localization Support
	
	SOM Activities:
	• Provide and confirm future state requirements and design documents
	• Participate in design sessions
	• Participate in SIT
	• Lead UAT
	• Confirm and support deployment activities

3.0 Fees and Expenses

The total fees for the work associated with the services and deliverables outlined above are **for a fixed fee amount of $19,810,000.** Fees will be invoiced based on the billing schedule outlined in Appendix C. Invoice payment, per the Agreement, shall be due thirty (30) days from the receipt of an invoice.

4.0 Project Timeline

We anticipate beginning the project on or around May 21, 2025, and continuing through December 31, 2027.



5.0 Team Structure

To execute the project scope and timeline, SOM will provide Subject Matter Professionals (SMPs) in a timely manner as requested by KPMG. Additionally, KPMG proposes the following resources/roles to execute the project.

Key KPMG Role	Description	Name
Engagement Delivery Partner	• Manages overall client relationship and facilitates customer satisfaction • Accountable for the overall engagement quality of service • Assists with identification and escalation of strategic risks and issue resolution • Attends key meetings and workshops while providing subject matter knowledge to the overarching team • Oversees all KPMG resources throughout delivery	Sougata Banerjee
Engagement Quality Assurance (QA) Partner	• Provides quality assurance advice throughout the project • Provides subject matter advice • Assists with identification of strategic risks and issue resolution	Yash Acharya
Govt. Procurement Subject Matter Professional (SMP)	• Provides subject matter advice and shares leading practices for State and local government specific Ivalua functionality implementation	Will Robinson

Key KPMG Role	Description	Name
	● Advises on assessment activities	
Project Manager (Key Personnel)	● Manages project plan and scope and reports progress to client executives ● Oversees project execution and manages and resolves issues related to design, process, project risks, mitigation strategies, and action plans ● Provides leading practices advice on tool-enabled design and configuration ● Manages the integration of work efforts across the project and between all stakeholder groups	James Blanks
Solution Architect	● Leads technical design and architecture for the in-scope processes ● Leads reversion and technical upgrade functional activities ● Provides leading practices advice on tool-enabled design and configuration ● Leads the technical scope and Systems Integration Testing (SIT) ● Responsible for validating and executing the integration plan ● Serves as a technical subject matter specialist for the Ivalua platform ● Provides key strategic insights, acts as a subject matter advisor on leading practices for technical development and deployment ● Drives technical cutover activities	Rakesh Palle
Functional Lead	● Leads functional workstream ● Facilitates review workshops to identify business and functional requirements per leading practice processes ● Drives design and documentation of target state processes ● Develops and supports Ivalua configuration and unit test plan and execution ● Supports development of integration design and architecture ● Develops test scenarios and supports User Acceptance Testing (UAT) ● Supports cutover plan, including data loads, system configuration, break-fix activities and go-live prep ● Leads post go-live hypercare activities	Tarun Nagdev
Change Management and Training Leadership Oversight	● Oversees the development and execution of the change management and training deliverables ● Oversee the development of end-user training materials and communications strategy and plan ● Provides leading practices for change management and training activities ● Guides the development of Train-the-Trainer materials	Chris Shuster Anne Golembeski

Key KPMG Role	Description	Name
	● Supports the execution of Train-the-Trainer sessions ● Assists in the change impact assessment to understand how the different roles / personas will be impacted by the changes and by training	

SOM roles which are required for successful execution of the project are listed below.

SOM Core Project Team Roles	Project tasks/Descriptions	% Dedicated and time	Name
Project Steering Committee	● Provides highest level of project direction ● Serves as escalation point for project issues	Up to 2% throughout the Project duration	Atif Chaudhry - Chair
Project Sponsor	● Makes project level executive decisions on a day-to-day basis ● Makes decisions regarding the scope, priorities, and risks of project ● Serves as escalation point for project issues	Up To 5% throughout the project duration	Wallace Sermons
Project Manager	● Works in concert with the KPMG team on the day-to-day execution of project level tasks and decisions ● Assists with project logistics and workshop scheduling ● Provides inputs during the assessment workshops	Up to 80% throughout the project duration	Roland Muse
Functional Lead	● Works in concert with KPMG team on the functional scope ● Provides inputs during the assessment workshops ● Has deeper level of knowledge than the Agency SMPs (about business process, workflows, and functional components)	60% - 80% throughout the project duration	DGS CIO Product Owner Nishant Bhoyar
Technical Lead	● Works in concert with KPMG team on the technical scope ● Provides inputs during technical assessment workshops	40% - 60% throughout the project duration	David Trujillo
Agency Procurement Leadership	● Senior business subject matter professionals familiar with the State's current business processes and workflows ● Key contributors during the assessment to confirm requirements (if needed - participation as defined by the State)	5% - 10% throughout the project duration	Jamie Tomaszewski Linda Dangerfield Kareen Davis

SOM Core Project Team Roles	Project tasks/Descriptions	% Dedicated and time	Name
Agency Subject Matter Professionals (SMPs)	● Business subject matter professionals familiar with the State's current business processes and workflows ● Key contributors during the assessment to confirm requirements (participation as defined by the State)	40% - 60% throughout the project duration	Procurement Operations Associate Directors: Christopher Hautala. Jason Valuntis, and Rod Johnson
Change Management, Communications, & Training Lead	● Support execution of the change management, communications, and training workstreams ● Acts as the primary KPMG point of contact for all change management, communications, and training needs ● Provides input into change impact assessment and change readiness activities ● Serve as point of contact to functional business areas when conducting role mapping activities of end users to curricula roles ● Create and maintains all distribution lists ● Produces and manages project communications to constituent stakeholder organizations, both internal and external as needed ● Manage relationship with DGS to finalize and distribute messaging ● Own and execute learning program and deploy learning assets with KPMG support ● Collaborate with trainers to ensure information needed for training is available to everyone ● Review and approve all OCMT deliverables	30% - 40% throughout the project duration	DGS CIO Product Owner
Supplier Enablement Lead	● Compile supplier data for KPMG analysis ● Supports content enablement activities and electronic purchase order (PO) and invoice enablement ● Supports the execution on the supplier enablement strategy and communications plan with KPMG support ● Support supplier communications and supplier training and supports	20% - 30% throughout the project duration	DGS CIO Product Owner; support from Rod Johnson

SOM Core Project Team Roles	Project tasks/Descriptions	% Dedicated and time	Name
	ongoing questions from local suppliers		

6.0 Change Request

Circumstances encountered during the project or changes to scope, schedule, activities, or deliverables may warrant additional time and expense. KPMG will work collaboratively with SOM to determine the impact of these changes on the overall project and pricing; please see below § 7.0 *Other Matters* (D) *Changes and Adjustment Events*. Mutual agreement of the change and approval to proceed will be provided in the form of a contract modification signed by both the Contractor and the SOM Project Sponsor and will be deemed as official and binding for both parties. Any changes contemplated under this SOW which will result in a change in the fees paid by SOM to KPMG must be authorized pursuant to a written contract modification executed by the parties.

7.0 Other Matters

A. KPMG will perform the activities and provide the services and deliverables contained in this SOW in accordance with the terms and conditions of the Agreement. Our services as outlined in this SOW constitute an Advisory Engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, our services will not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.

B. KPMG's exercise of its rights under Section 10.6 of the Master Agreement with respect to Purchasing Entity Materials, excluding third-party materials, will not infringe, misappropriate, or otherwise violate the rights of any third party, or violate any applicable law, rule, regulation, or other official government release.

C. The services may include providing assistance to the State with the State's procurement of third-party materials. Unless otherwise expressly stated in the Agreement, the State will license or purchase such third-party materials directly from the vendor or reseller (which may be an affiliate of KPMG). The State retains sole responsibility for compliance with the license terms governing such third-party materials, the selection of such third-party materials, and, unless the Agreement expressly specifies otherwise, the payment therefor. If KPMG agrees in the Agreement to provide any third-party materials, such third-party materials are provided on an "as is" "AS AVAILABLE" basis without warranty from KPMG, with the exception of any manufacturers' or licensors' warranties which KPMG is able to arrange for the State's benefit. KPMG and its subcontractors reserve the right to retain ancillary benefits, including credits, rebates, or referral fees, they may receive relating to such third-party materials, regardless of whether the State pays for such third-party materials directly, on a pass-through basis, or otherwise. The State agrees that the retention of such benefits shall not constitute a conflict of interest.

D. Changes and Adjustment Events.

1) The parties acknowledge and agree that the occurrence of any of the following change events (each, an "**Adjustment Event**") may require an extension in the schedule, modification of the SOW, and/or increase in the fees and expenses set forth in the Agreement: (i) a failure by the State and/or their vendors to perform any of their respective responsibilities in a timely manner, including the supply to KPMG of a) third-party materials for which State is responsible for obtaining, or b) adequate resources and information; (ii) any assumption in the Agreement (contained in Section 9 below) not being fully realized; or (iii) the State's failure to timely obtain pursuant to Section 10.6 of the Master Agreement all of the consents, permits, licenses, and other approvals necessary for KPMG to provide the services. In the event an Adjustment Event occurs or the parties agree to change the scope of services, the parties agree to amend the Agreement, in writing, to reflect such change.

2) Notwithstanding the paragraph immediately above (D.1) , if any delays or deficiencies in the services, or with respect to the deliverables or System Configuration (meaning third-party materials as configured by the services), occur as a result of an Adjustment Event, the scheduled completion date under the Agreement for the affected services, deliverables, and/or System Configuration shall be extended to the extent of any such delays or deficiencies and the parties will modify the Agreement (in writing) accordingly. KPMG shall not incur any liability to the State as a result of such delays or deficiencies but shall endeavor to avoid and mitigate delays to the extent practicable.

3) Also note Appendix D, *Addendum for Managed Services*.

E. **CPA Disclosure**. KPMG is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the services KPMG is providing, non-CPA holders may provide the services under the Agreement.

F. **Authorized Third Parties.** With 5 Business Days' advance notice to the Department and if the Department does not object within the 5 Business Days, KPMG may engage member firms of the KPMG network of independent firms and/or affiliated third-party providers ("Contractor Resources"), which are located and operate in the continental United States, to assist in the performance of the services. KPMG remains responsible to SOM for the performance of such Services, and adherence to obligations of confidentiality, by any Contractor Resources to the same extent KPMG is obligated under the terms of this Agreement.

G. **Use of Technologies**. KPMG's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, SOM's confidential information, may be hosted in cloud environments operated by Contractor Resources. KPMG and Contractor Resources shall not process SOM data outside of the continental United States. In addition, KPMG may license certain proprietary and third-party software tools ("Enabling Tools") for use by SOM to facilitate the services. All other use is prohibited. SOM may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by KPMG in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and SOM access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. SOM shall download such Deliverables and documents for its records. SOM acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this Agreement. Enabling Tools are provided on an "as is," "as available" basis.

H. **Disputes**. See Participating Addendum, Exhibit A, "State of Maryland Terms & Conditions," Provision 12.

I. **Volume Rebates**. Where KPMG is reimbursed for expenses, KPMG will bill for the amount KPMG paid, without any additional markup. After such expenses are incurred, KPMG may receive rebates or incentive payments based on aggregate purchases, which may include expenses reimbursed by SOM in addition to other clients. Such rebates are not credited back to SOM, but are used to reduce KPMG overhead.

8.0 Assumptions

The estimated work effort was prepared based on the following set of assumptions. Changes to these assumptions may require discussion and potential re-estimation or necessitate the need for a contract modification request, as applicable. In good faith, KPMG and SOM are aligned on the following:

- SOM acknowledges and agrees that the Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, SOM. KPMG will not perform management functions or make management decisions for SOM.

- In providing our services, KPMG will undertake no role or view that could be considered public policy advocacy or lobbying.

- KPMG is not providing any legal advice or counsel under this proposal. Without limiting the foregoing, KPMG is not providing any interpretation of any laws or regulations that may be applicable to your organization or that are otherwise related to the work hereunder.

- KPMG is not responsible for quality assurance of any testing performed as a part of the prior upgrade by the State and the State's prior system integrator (SI). KPMG's scope for the upgrade will be to test and deploy the technical upgrade for the State to the latest version (v182) as a new workstream.

- All configurations will be performed in U.S. English only.

- Any issues related to the Ivalua platform configuration and integrations to/from the Ivalua platform will be handled by KPMG/Ivalua Solution Provider's team; any issues beyond the Ivalua platform application will be responsibility of SOM team with support from KPMG.

- Any Ivalua related defects that cannot be resolved by KPMG resources, will be submitted to the Ivalua Support portal for resolution.

- Any modifications to the core product functionality that would result in custom code changes in Ivalua, other than those made to meet the statutory requirements, are excluded from the scope of the project.

- KPMG will not be responsible for resolving tickets for projects outside the scope of the Ivalua solution (i.e., other State IT system tickets).

- SOM stakeholders will be identified and made available to participate in the design sessions in a timely manner per the baselined project schedule; they will be empowered by SOM to make the required design decisions. Stakeholders participating in the design session(s) will have a clear understanding of current pain points.

- The following data will be made available to KPMG in a pre-defined upload format and provided to or provided by the State during the Design phase of the P2P implementation. It is assumed that all data provided by SOM and required for upload into Ivalua is complete and accurate and data cleansing will not be required. SOM will be responsible for correcting any data that is found to be in error.
  - Supplier master
  - User file
  - Commodity code structure
  - Active POs, receipts, invoices, and credit memos (if applicable)
- SOM will provide KPMG access to the State's incident ticketing system for addressing Ivalua related issues.
- SOM will be responsible for Level 1 incident resolution and support.
- KPMG will address up to 50 tickets per week.
- KPMG will provide Level 2 support between 8:30am – 5:30pm local time with one hour break for lunch.
- KPMG will deploy up to 15 total maintenance fixes monthly, as follows: 5 Low, 5 Medium, and 5 High and/or Critical defect classifications.
  - Critical: The defect severely affects customers/end-users. No acceptable workaround exists. Financial, legal, regulatory, or reputation impact may result if not addressed.
  - High: Functionality or critical business process is severely impaired or hindered but a workaround exists to temporarily mitigate the issue. No known financial, legal, regulatory, or reputation impact.
  - Medium: Defect impairs functionality where an acceptable workaround may be used as a temporary measure while a fix is being implemented.
  - Low: A minor issue that causes some loss of functionality with no impact to customers/end-users' ability to access and perform tasks in eMMA..
- KPMG will deploy up to 10 total enhancements monthly, as follows: 5 Small, 3 Medium, and 2 Large enhancement classifications. An enhancement is a requested addition to documented functionality or a request to change the behavior of existing functionality in eMMA even though the system as is, works as designed.
  - Enhancement Type 1 (Small): Low design complexity, 2 - 3 days development time
  - Enhancement Type 2 (Medium): Medium design complexity, 1 - 2 weeks of development time
  - Enhancement Type 3 (Large): Major design changes, 2+ weeks of development time
- The proposed training approach as described assumes that KPMG will deliver training via a Train-the-Trainer (TTT) program for up to a total of 30 SOM trainers. SOM is responsible for identifying and scheduling these SOM end users.
- KPMG will be responsible for providing onsite, instructor-led, web-based, and hands-on training for up to 30 SOM end users (Trainers).
- KPMG will be responsible for the development of training materials, including TTT facilitation materials.

- KPMG is responsible for providing user documentation (i.e., user manuals) and web-based, on-demand training tutorials for vendors for registering in eMMA and utilizing eMMA's functionality.
- KPMG has assumed 36 weeks of travel in Year 1 (April 2025 – Dec 2025), and 26 weeks of travel for each of the following years (Year 2: January 2026 – December 2026); and Year 3: January 2027 – December 2027).
- KPMG will require appropriate workspace for the KPMG team whenever they are onsite, with access to a, printer, and copier. These resources will be provided by the State at no cost to KPMG.
- Administrative Fees Review and Supplier Outreach:
    - Throughout the duration of the services, the State will supply KPMG with the necessary contracts, invoicing, payment data, and vendor contact information for the 1% administrative fee review.
    - If supplier contact information is outdated or KPMG's email attempts fail to send, KPMG will promptly share this feedback with the State collections contact. The State will then provide the appropriate contact information.
    - KPMG will perform outreach services to up to 500 vendors monthly.
    - Outreach services will include a total of four attempts before KPMG escalates noncompliance to the State. The outreach attempts are as follows:
        - Outreach 1: Initial outreach via email
        - Outreach 2: Follow-up 1 via email
        - Outreach 3: Follow-up 2 via email
        - Outreach 4: Follow-up 3 via phone call
    - If noncompliance persists past Outreach 4, the case will be assigned to the State collections contact.
- As a part of the supplier outreach, SOM is aware that Contractor may be providing assurance, tax and/or advisory services to actual or potential third parties working with SOM. KPMG will perform an internal search for relationships with other parties identified by SOM as having a role in connection with KPMG's performance of this Contract for the supplier outreach. KPMG will disclose, subject to confidentiality restrictions, to the State any conflicts of interest identified and obtain SOM's consent to proceed with the services hereunder. However, KPMG is a large firm that is engaged by new clients daily and as a result it cannot guarantee that, following its conflict search, an engagement for a third party will not be accepted somewhere else in KPMG. Should any new information come to KPMG's attention, KPMG will promptly inform SOM. KPMG shall perform this Contract in accordance with applicable professional standards.
- KPMG will not be acting as an agent for SOM and all payment requests and collection activities are the responsibility of SOM.

9.0 SOM Participation and Responsibilities

During the execution of this effort, we have been guided by certain assumptions about the project scope, and level of SOM involvement and support. KPMG requires the support of SOM program personnel to achieve timely completion of the project. SOM Support includes, but is not limited to, the collection of all relevant documents (paper and/or electronic), scheduling of interviews and workshops, internal coordination, and decision making. SOM will designate a management level individual with the requisite skills and competencies to oversee the execution of this project, including coordination of internal resources needed and review of draft deliverables (KPMG will provide a draft version of each deliverable). SOM personnel assigned to the project will review draft deliverables on a timely basis. Additional SOM participation and responsibilities include:

- List of SOM activities as noted in Section 2: Activities and Deliverables.
- SOM Project Sponsor will have management and final decision on all project execution decisions.
- SOM will dedicate a full-time project manager who is suitably skilled, knowledgeable, qualified, and experienced to be responsible and accountable for overseeing, coordinating, and providing timely support for KPMG's activities, deliverables, and meetings, and decision making per the baselined project plan. This project manager shall, as stated earlier in Section 3, dedicate up to 80% of their time to the project.
- SOM will engage and coordinate with other third parties in case any third-party coordination is required during the execution of the project. SOM will provide skilled third-party resources as needed to successfully execute the project upon receiving reasonable advance notice from KPMG.
- SOM will collect and make available, in a timely manner, relevant information and documents (paper or electronic) upon receiving reasonable advance notice from KPMG that would aid in the project so that KPMG can perform necessary analysis.
- SOM will provide KPMG the appropriate access the State's Ivalua environments to complete the required project activities.
- SOM will coordinate all cross-agency communication and coordination as it relates, but not limited, to the following: scheduling of resource requirements for the project, design session scheduling, testing scheduling, communication of key project milestones, and scheduling of training sessions.
- SOM Project Manager will have responsibility for reviewing and approving the deliverables prepared during the project, and any updates to those deliverables due to corrections or SOM feedback, within 5 business days of submission.
- SOM will be responsible for providing a Tier 1 test management tool. All test participants in SIT and UAT will leverage the test management tool (e.g., JIRA or Microsoft Azure) for test execution and defect tracking and resolution purposes.
- SOM will manage and update all policy-related research, writing of these policies, and provide policy training to all identified users of the system.
- SOM will identify change management and training resources that can oversee and approve all change management and training-related items.
- SOM will be responsible for reviewing, finalizing, and distributing communications to the appropriate audience.

- SOM will conduct any required analysis of historic purchasing data, human resources data, or other data to effectively create groups and/or distribution lists for the communication of messages to specific audiences.

- SOM is responsible for providing training development software licenses for Adobe Captivate or Articulate Storyline to the KPMG team, as required.

- KPMG will leverage SOM's current Learning Management System and work with its respective administrators to upload training content. SOM will be responsible for managing and providing sufficient administration for learner enrollments.

- SOM will make available sufficient facilities to host in-person classroom training sessions throughout the deployment of training (as agreed upon per the training plan).

- SOM is responsible for printing identified classroom materials, learner materials, and coordinating logistics for related trainings.

- Prior to attending subject-specific training events, all SOM employees who have been identified as users of the system will complete all pre-requisite training.

- The SOM end users (SOM Trainers) who attend the Train-the-Trainer sessions will be responsible for delivering SOM end user training with KPMG support as applicable.

- SOM will be responsible for supporting the identification and recruitment of change agents/super users to be a part of the change agent network and help hold them accountable for the roles and responsibilities as outlined by the State and Contractor.

- SOM will be responsible for collection activities once admin fee outreach efforts made by KPMG have been exhausted.

The State of Maryland (SOM) hereby requests, and KPMG agrees, to provide the services and deliverables described in this Statement of Work (SOW).

[Signature Page Follows]

IN WITNESS WHEREOF, this Statement of Work has been signed and delivered by a duly authorized representative of each party as of the last date indicated after the signatures.

State of Maryland
45 Calvert Street
Annapolis, MD 21401

By: Christopher Hautala

Name: Christopher Hautala

Title: Associate Director of Procurement

Date: May 21, 2025

KPMG LLP
2323 Ross Ave., Suite 1400
Dallas, TX 75201

By: SBanerjee

Name: **Sougata Banerjee**

Title: **Managing Director**

Date: May 21, 2025

Appendix A

eMaryland Marketplace Advantage (eMMA) System Change Requirements

Executive Summary

This document summarizes recommended eMMA requirements and changes to support suggested process changes in the prior State **eMMA Reversion and Forensic Reconciliation Deliverable: Operational Strategy Document (Operational Strategy)**.

eMMA Team Expectations

- eMMA team to implement requirements summarized in this document.
- eMMA team to perform systematic cleanup of eMMA data errors found in forensic reconciliation efforts.

From a Source-to-Pay (STP) process standpoint, the following areas are where eMMA system access and interface changes are required:

- **Vendor Information Management** – Initial vendor activation and active vendor change requests.
- **Purchase Requisition/Purchase Order Creation** - Create purchase requisitions (PRs)/ purchase orders (POs).
- **PR/PO Maintenance –** Processing changes PRs/POs.
- **Invoice/Payment processing -** Invoice/voucher processing and associated payment processing.
- **Reporting** – ANSWERS reporting for Governor's Office of Small, Minority and Women Business Affairs (GOSBA) reporting.

During deep dive discovery sessions with the eMMA team on 5/21/24 and 5/22/24, as well as email communication on 6/20/24 between SOM and their third party vendor, the following **system access** and **system interface** requirements have been discussed with the eMMA team:

Requirement Type	Description	Process Impact	Prerequisites for implementation
Notification	eMMA team provides method of notification for vendor changes.	Vendor Information Management	N/A
System Access	Do not allow **vendors** to initiate vendor change requests in eMMA.	Vendor Information Management	Vendor communication has been sent out and DGS departments cutover to processing active vendor changes via the GAD-710 form.
System Access	Do not allow **vendors** to submit invoices in eMMA.	Invoice and Payment Processing	Vendor communication has been sent out.
System Access	Do not allow **agency users** to initiate vendor activation in eMMA.	Vendor Information Management	DGS departments cutover to activating vendors in RSTARS.
System Access	Do not allow **agency users** to initiate vendor change requests in eMMA.	Vendor Information Management	DGS departments cutover to processing active vendor changes via the GAD-710 form.
System Access	Do not allow **agency users** to **create new** purchase requisitions (PRs)/purchase orders (POs) in eMMA.	PR/PO Creation	DGS departments cutover to processing new PRs/POs in ADPICS.
System Access	Do not allow **agency users** to make changes to existing PRs/POs after reversion is completed.	PR/PO Maintenance	eMMA data cleanup from forensic reconciliations have been completed and open POs have been run off or migrated to ADPICS.

Requirement Type	Description	Process Impact	Prerequisites for implementation
System Interface	Identify all activities/processes associated with **vendor information flow** between **eMMA and RSTARS** and evaluate what interface changes are needed and how long implementation will take.	Vendor Information Management	System access requirements for vendor information management have been completed.
System Interface	Identify all activities/processes associated with **chart of accounts (COA)** interface between **eMMA and RSTARS** and evaluate what interface changes are needed and how long implementation will take.	PR/PO Creation, PR/PO Maintenance	System access requirements for PR/PO creation and PR/PO maintenance have been completed.
System Interface	Identify all activities/processes associated with **pre-encumbrance** between **eMMA and RSTARS** and evaluate what interface changes are needed and how long implementation will take.	PR/PO Creation, PR/PO Maintenance	System access requirements for PR/PO creation and PR/PO maintenance have been completed.
System Interface	Identify all activities/processes associated with **encumbrance** between **eMMA and RSTARS** and evaluate what interface changes are needed and how long implementation will take.	PR/PO Creation, PR/PO Maintenance	System access requirements for PR/PO creation and PR/PO maintenance have been completed.
System Interface	Identify all activities/processes associated with the **OK2PAY** interface between **eMMA and RSTARS** and evaluate what interface changes are needed and how long implementation will take.	Invoice and Payment Processing	System access requirements for invoice and payment processing have been completed.
System Interface	Identify all activities/processes associated with the **ANSWERS Reporting** interface and evaluate what interface changes are needed and how long implementation will take.	Reporting	eMMA data cleanup from forensic reconciliations have been completed and historical data migration has been completed.

System Access Requirements

The below system access requirements are not workflow changes, requirements are to eliminate access for vendors and agency users to certain processes.

Vendor Information Management

Initial Vendor Activation

Currently, Department of General Services (DGS) activates new vendors through eMMA to support publishing notices of awards while all other agencies directly activate vendors in RSTARS.

As part of the eMMA Reversion and Reconciliation project, **DGS will activate vendors directly in RSTARS**. While guidance will be provided to DGS agency personnel to activate vendors in RSTARS and approvers will be instructed to reject accidental activities in their workflow, the below **system access requirement** will prevent activations from occurring:

- **eMMA Requirement** - Do not allow agency users to initiate activation of a vendor.

Updating Active Vendor Information

Currently, all active vendors and DGS personnel can submit a change request directly in eMMA to update vendor information.

As part of the eMMA Reversion and Reconciliation project, **all active vendor information will be updated via the GAD-710 Form.** While guidance will be provided to vendors and DGS agency personnel to use the GAD-710 form, the below **system access requirements** will prevent activities from occurring:

- **eMMA Requirement -** Do not allow vendors to initiate vendor change requests in eMMA.
- **eMMA Requirement -** Do not allow agency users to initiate vendor change requests in eMMA.

Purchase Requisition/Purchase Order Creation

When each DGS department begins their functional reversion, they will be instructed to create new PRs/POs in ADPICS. While DGS personnel will still need the ability to work in existing POs, the below system access requirement will prevent accidental creation of new purchase orders and associated downstream activities from occurring:

- **eMMA Requirement -** Do not allow agency users to create new purchase requisitions (PRs)/purchase orders (POs) in eMMA.

PR/PO Maintenance

Before all forensic reconciliation data cleanup activities have been completed and open POs in eMMA have been run-off or moved over to ADPICS, DGS end users will still need access to make changes to existing POs. However, DGS can still consider limiting access to a group of "power users" to limit end-user exposure to the entire end-user base. After those activities have been completed, the below system access requirement will prevent accidental activity to occur on existing POs:

- **eMMA Requirement -** Do not allow agency users to make changes to existing PRs/POs or perform downstream activities after reversion is completed.

Invoice/Payment Processing

Currently, a subset of DGS vendors is submitting invoices directly in eMMA for processing. Communication will be sent out to instruct vendors to stop submitting invoices directly in eMMA and to work with respective agencies/departments for their specific invoice submission process, but systematic access control will prevent accidental activity:

- **eMMA Requirement -** Do not allow vendors to submit invoices in eMMA.

System Interface Requirements between eMMA and RSTARS

The following interfaces between eMMA and RSTARS need to be evaluated to determine if they need to be modified or can be decommissioned **after reversion** has been completed and system access requirements have been implemented.

As part of the evaluation process, the eMMA team should consider all activities and processes connected to the main interfaces identified to determine if there will be any unintended impacts to modifying or decommissioning any of the interfaces.

Vendor Information Management

Current State

There is currently a two-way interface between eMMA and RSTARS. From eMMA to RSTARS, vendor information is transferred every two hours, which includes any changes to a vendor's active/inactive statuses. From RSTARS to eMMA, there is a daily update of vendor information that also includes updates to a vendor's active/inactive status.

Points of Consideration

All State of Maryland agencies will be activating vendors through RSTARS, so a consideration should be made on whether the integration from eMMA to RSTARS is needed. During the discovery process, the eMMA technical team has mentioned that the status "active" may mean something different in eMMA compared to RSTARS. So, a consideration should also be made on whether additional statuses need to be added to the eMMA system, or if the interface from RSTARS to eMMA can also be decommissioned since eMMA will no longer be used to process payments.

Purchase Requisition/Purchase Order Creation and Maintenance

Current State

There are three main interfaces to highlight between eMMA and RSTARS for PR/PO creation and maintenance processes:

- **Chart of Accounts (COA)** – a one-way interface from RSTARS to eMMA to establish the required general ledger (GL) posting items for accounting entries.
- **Pre-encumbrance –** this interface is a one-way interface where eMMA that sends a journal entry to RSTARS associated with purchase requisitions. Please note, while pre-encumbrance is tied to purchase requisitions, eMMA simultaneously sends a pre-encumbrance entry, a pre-encumbrance reversal entry, and an encumbrance entry to RSTARS when a purchase order is approved.
- **Encumbrance –** this interface is a one-way interface where eMMA sends a journal entry to RSTARS associated with purchase orders. Please note, while encumbrance entries are tied to purchase orders, eMMA simultaneously sends a pre-encumbrance entry, a pre-encumbrance reversal entry, and an encumbrance entry to RSTARS when a purchase order is approved.

Points of Consideration

All State of Maryland agencies will be creating PRs/POs and processing changes to PRs/POs in ADPICS, so a consideration should be made on whether the COA, pre-encumbrance, and encumbrance interfaces can be decommissioned after reversion has been completed and all system access requirements have been implemented.

As noted in the system access requirements section, end users will first be instructed to stop creating **new** PRs/POs in eMMA. So, a consideration should also be made on whether pre-encumbrance/encumbrance interfaces associated with **new** PRs/POs can be modified or decommissioned independent of pre-encumbrance/encumbrance interfaces associated with PR/PO maintenance activities, such as change orders.

Invoice/Payment processing

Current State

There is currently a two-way interface between eMMA and RSTARS for payment processing. From eMMA to RSTARS, eMMA sends "OK2PAY" files to RSTARS with approved invoices. From RSTARS to eMMA, RSTARS generates a success/failure response file that is sent back to eMMA.

Points of Consideration

All State of Maryland agencies will be processing invoices in ADPICS for payment, so a consideration should be made on whether the payment interface between eMMA and RSTARS can be decommissioned after reversion has been completed and all system access requirements have been implemented.

Reporting

Current State

ANSWERS is a web-based reporting application that facilitates reporting for GOSBA. Information originating in

ADPICS and eMMA is transmitted to an external server location, where data files are merged and then uploaded in ANSWERS. Data files from RSTARS are transmitted directly to ANSWERS. Daily, ANSWERS replaces existing data with new data from eMMA, ADPICS, and RSTARS.

Points of Consideration

The eMMA team should consider what data will still need to be transmitted, and combined with ADPICS data, to upload to ANSWERS after reversion is completed and historical data have been migrated from eMMA to ADPICS. The below historical data will be migrated from eMMA to ADPICS:

- Contracts.
- Purchased Requisitions.
- Purchase Orders.
- Invoices/Vouchers.
- Receipts.
- Change Orders.

Appendix B

No.	Deliverable	Description
DEL 01	**Project Kick-off Presentation**	The Project Kick-off Presentation material to conduct initial Project meeting with the Project team members. The Project Kick-off is the initial meeting that marks the official start of a project. This meeting typically involves all key stakeholders, including the project sponsor, project manager, and project team members. During the kick-off, the project's objectives, scope, timelines, roles, and responsibilities are outlined. It's an opportunity to align everyone's expectations and foster alignment among team members as the project begins.
DEL 02 **DEL 19** **DEL 34**	**Project Plan** Year 1, 2, and 3	The Project Plan is a detailed document that outlines the project's tasks and timelines required on a yearly basis. It includes schedules, milestones, and deliverables that need to be achieved within the yearly periods. This plan serves as a roadmap for the project team to follow.
DEL 03	**Project Charter**	The Project Charter is a formal document that authorizes the project and provides a high-level overview of its objectives, scope, stakeholders, team roles and accountabilities, and key deliverables. It typically includes details such as the project purpose, goals, budget, schedule, and primary stakeholders. The Project Charter will also include the Project Governance Framework.
Weekly	**Weekly Project Status Reports**	Weekly Project Status Reports are regular updates provided to key stakeholders to communicate the status of the project. These reports include information on progress towards milestones, completed tasks, upcoming activities, issues encountered, and any changes to the project scope, schedule, or budget.
Weekly	**Weekly Risk, Action, Issue, Decision (RAID) Logs**	RAID logs are tools used to track and manage Risks, Actions, Issues, and Decisions throughout the project's lifecycle. Weekly RAID logs provide updated information on potential risks, actions taken to address those risks, current issues that need resolution, and decisions made by the project team.
Monthly	**Monthly Contract Management Plan Report**	The monthly contract management plan report will be used to track, monitor, report, and manage the performance and compliance of contract monthly. It will cover contractual schedule management, deliverables status, ongoing financial management and forecasts, and risk management and mitigation planning.
Monthly	**Monthly Admin Fee Supplier Outreach Support Services Report**	The monthly admin fee supplier outreach support services report will provide a summary of all the supplier outreaches conducted for the given month and the associated status and outcomes.
Quarterly	**Quarterly Quality Assurance Report**	The quarterly quality assurance report will provide a summary of the engagement delivery quality across schedule management, scope management, resource management deliverables, financial management, risk management, client relations, client satisfaction, and overall contract compliance.
DEL 04	**Case for Change / Rebranding**	The Case for Change / Rebranding document outlines the rationale behind a significant transformation within the organization. It includes the driving factors for the change, such as market conditions, strategic goals, or operational

No.	Deliverable	Description
		inefficiencies. The document describes the current state, the desired future state, the benefits of the change, and the risks associated with it.
DEL 05	**Program Communications Strategy**	A plan that outlines how information about the program will be communicated to the various stakeholders. It identifies the key messages, communication channels, frequency, and methods to be used. It addresses how to effectively convey progress, changes, and other critical information to different audience groups.
DEL 08	**Change Management Strategy and Plan**	The approach and activities needed to manage the human side of change within the organization. The plan outlines specific methods for addressing resistance, communicating changes, training employees, and evaluating the effectiveness of change efforts.
DEL 09	**Training Strategy and Plan**	The approach for developing and delivering training to support the change initiative. It identifies the training needs of different stakeholder groups, the content to be covered, the delivery methods (e.g., in-person, online), and the timeline for training activities. The plan also includes evaluation methods to assess the effectiveness of the training.
DEL 13	**Leadership Action Plan**	A roadmap for the organization's leaders to actively support and drive the change initiative. It includes specific actions that leaders need to take to demonstrate their commitment to the change, such as communicating key messages, modeling desired behaviors, and addressing concerns.
DEL 14	**Stakeholder Impact Analysis**	Identifies and assesses the impacts of the change on various stakeholder groups. It analyzes how different stakeholders will be affected, their interests and concerns, and their level of influence and support. The analysis helps in tailoring communication and engagement strategies to address the specific needs and expectations of each group, thus facilitating smoother change adoption.
DEL 18	**Refreshed Training Materials (SM, S2C)**	Updates to current training material artifacts (training presentation and Quick Reference Guides) for Supplier Management and Source to Contract.
DEL 30	**Training Materials and Training Delivery (P2P)**	The development and implementation of educational content and sessions for the "Procure-to-Pay" (P2P) process. This includes creating manuals, guides, presentations, and hands-on exercises, as well as organizing training sessions to foster employees' understanding and ability to effectively perform the P2P processes. The goal is to provide practical training to enable a high level of competency and adherence to new procedures.
DEL 31	**Train-the-Trainer (P2P)**	Structured plan designed to equip internal trainers with the necessary knowledge, skills, and resources to effectively train others in the Procure-to-Pay (P2P) processes. This program includes training sessions, instructional materials, and practice opportunities for trainers.
DEL 33	**Sustainment Strategy**	Long-term plan to maintain and reinforce the changes made through the initiative. It includes activities and measures change embedded into the organization's culture and operations. The strategy covers ongoing communication, training, performance monitoring, and continuous

No.	Deliverable	Description
		improvement efforts to prevent regression and to promote the continuous success of the change.
DEL 12, 43	**Upgrade Test Execution Results**	Outcomes of the testing phase during a system upgrade. This includes detailed records of the tests performed, covering both functional and non-functional aspects. It documents the results of tests conducted. This includes pass/fail statuses, any bugs or issues identified, severity levels, and the disposition for each bug.
DEL 12, 43	**Upgrade Deployment Plans**	Strategy and detailed steps for deploying the upgraded system or software into the live environment. This covers pre-deployment activities, the deployment process itself, and post-deployment steps to foster a smooth and successful transition. It includes a timeline, resource allocation, roles and responsibilities. The plan also addresses risk management, detailing potential risks and mitigation strategies. Additionally, it specifies validation and verification processes post-deployment to all components are functioning as expected.
DEL 6a	**Reversion Deployment Document**	Outlines the plan and procedures for reversion activities. Additionally, it includes testing procedures to verify the success of the reversion and operational stability post-reversion.
DEL 07	**Environment Strategy**	The approach for managing and utilizing various environments (e.g., development, testing, staging, production) throughout the lifecycle of a system or software. This strategy outlines the purpose and setup of each environment, including hardware and software configurations, access controls, and data management practices. The strategy also considers the synchronization and promotion of code and data across environments, aiming to reduce risks and promote a reliable deployment pipeline. Furthermore, it includes guidelines for environment usage to prevent conflicts and verify that each environment serves its intended purpose effectively.
DEL 06b	**Quick Wins Deployment**	Outlines the plan for implementing changes or improvements that can be delivered quickly and with relatively low effort but provide significant benefits. These "quick wins" will be identified early in the project to build momentum and demonstrate near term value to stakeholders. The document includes a list of the specific quick wins, and the actions required for their deployment. It details the timeline, resources needed, roles and responsibilities, and any dependencies or risks associated with the quick wins.
Monthly	**Monthly Maintenance & Support Delivery and Summary Report**	A document outlining the activities performed during the month to maintain and support the system. This report includes details on routine maintenance tasks, such as updates, patches, and backups, as well as any support activities, including incident management, problem resolution, and user support. The summary section highlights significant issues encountered, actions taken, and any recurring problems that may need longer-term solutions. The report also tracks fixes deployed. Additionally, it may include planned maintenance for the upcoming period and

No.	Deliverable	Description
		recommendations for improving maintenance and support processes.
Monthly	**Monthly Enhancements Deployment Report**	A document outlining the enhancements deployed in the system during the month. This report includes the high-level enhancement details including the design, configuration, integration build (if applicable), testing results, and release deployment information.
DEL 17 **DEL 24**	**Requirements Traceability Matrix** SM, S2C, and P2P	A consolidated list of requirements used for system design and testing throughout the project. It establishes a direct relationship between requirements, design, configurations, testing, and the deployed functionality.
DEL 10	**Target Operating Model Assessment Report**	Evaluates the current operating model of the Procurement function. It identifies recommended opportunities in service delivery model, processes, technology, people, date & reporting, and governance & controls to achieve a target operating model. The report provides an executive summary, current state analysis, future state vision, gap analysis, roadmap for transition, recommendations, and risks with mitigation plans.
DEL 11	**Future State Design Architecture Document**	Blueprint for the desired future state architecture, helping ensure alignment with business goals and requirements. It includes an executive summary, architectural vision, business architecture, application architecture, data architecture, technology architecture, integration architecture, implementation roadmap, compliance and standards, and risks with mitigation plans.
DEL 20	**Data Migration & Conversion Plan (P2P)**	Outlines the approach for transferring data from the existing systems to the new system. It includes the overall methodology, data mapping, migration tools, schedule, and verification processes.
DEL 15 **DEL 22**	**Business Design Document** SM, S2C, and P2P	Detailed description of the business processes, requirements, and workflows for the new system or solution. It reflects how the business operates and outlines the changes needed to align with the new system.
DEL 16 **DEL 23**	**Technical Design Document** SM, S2C, and P2P	Specifies the technical architecture and detailed design of the new system, including hardware and software configurations, network architecture, data models & mappings, and integration points.
DEL 21	**Supplier Enablement Strategy and Plan**	Details the approach for onboarding and integrating suppliers into the new system. It includes communication strategies, training programs, timelines, and support structures including a plan for enabling supplier catalogs.
DEL 25	**Test Strategy**	Outlines the overall approach and objectives for testing the new system, including types of testing (e.g., unit, integration, system, user acceptance), testing tools, environments, responsibilities, and schedules.
DEL 26	**SIT Test Cases**	SIT (System Integration Testing) Test Cases are detailed scenarios designed to verify interactions between integrated systems and components. Each test case specifies input data, expected outcomes, and the steps necessary to execute the test.
DEL 27	**UAT Test Scripts**	UAT (User Acceptance Testing) Test Scripts are step-by-step instructions for end-users to validate that the system meets their requirements and performs as expected in real-world

No.	Deliverable	Description
		scenarios. The scripts include detailed test steps, expected results, and criteria for acceptance.
DEL 28	**UAT Testing Results**	Captures the outcomes of the user acceptance testing phase. It includes details on which test scripts were executed, pass/fail statuses, any issues encountered, and feedback from users.
DEL 29	**Deployment Plan**	Outlines the activities, responsibilities, and timelines for moving the new system into the production environment. It includes preparation steps, deployment procedures, validation methods, and communication plans.
DEL 32	**Post Go-Live Support Plan**	The approach for supporting users and maintaining the system after it goes live. It includes support structures, roles and responsibilities, issue tracking and resolution processes, communication channels, training programs, and incident monitoring.
Monthly	**Monthly Localization Support**	Ongoing assistance provided to enable new agencies and SOM public entities on the platform, train and assist them to adapt to the system, capture and enable specific local requirements and workflow updates.

Appendix C

Billing Year	Billing Month #	Estimated Month	Payment Amount	Deliverable #	Service/Deliverable
Year 1	1	May-25	$ 97,500	MCS01 MCS02	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 1	1	May-25	$ 100,000	OMS01	Monthly Maintenance & Support Delivery and Summary Report
Year 1	1	May-25	$ 20,000	AFS01	Monthly Admin Fee Supplier Outreach Support Services Report
Year 1	1	May-25	$ 100,000	DEL01	Project Kick-Off
Year 1	2	Jun-25	$ 97,500	MCS03 MCS04 MCS05	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 1	2	Jun-25	$ 100,000	OMS02	Monthly Maintenance & Support Delivery and Summary Report
Year 1	2	Jun-25	$ 20,000	AFS02	Monthly Admin Fee Supplier Outreach Support Services Report
Year 1	2	Jun-25	$ 200,000	DEL02 DEL03	Year 1 Project Plan Project Charter
Year 1	3	Jul-25	$ 97,500	MCS06 MCS07	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 1	3	Jul-25	$ 100,000	OMS03	Monthly Maintenance & Support Delivery and Summary Report
Year 1	3	Jul-25	$ 20,000	AFS03	Monthly Admin Fee Supplier Outreach Support Services Report
Year 1	3	Jul-25	$ 300,000	DEL04 DEL05	Case for Change / Rebranding Program Communications Strategy
Year 1	3	Jul-25	$ 300,000	DEL06 DEL07	Quick Wins & Reversion Deployment Environment Strategy
Year 1	4	Aug-25	$ 97,500	MCS08 MCS09	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 1	4	Aug-25	$ 100,000	OMS04	Monthly Maintenance & Support Delivery and Summary Report
Year 1	4	Aug-25	$ 150,000	SED01	Monthly Enhancements Deployment Report
Year 1	4	Aug-25	$ 20,000	AFS04	Monthly Admin Fee Supplier Outreach Support Services Report
Year 1	4	Aug-25	$ 300,000	DEL08 DEL09	Change Management Strategy & Plan Training Strategy & Plan
Year 1	4	Aug-25	$ 300,000	DEL10 DEL11	Target Operating Model Assessment Report Future State Design Architecture Document
Year 1	5	Sep-25	$ 97,500	MCS10 MCS11 MCS12	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 1	5	Sep-25	$ 100,000	OMS05	Monthly Maintenance & Support Delivery and Summary Report
Year 1	5	Sep-25	$ 150,000	SED02	Monthly Enhancements Deployment Report
Year 1	5	Sep-25	$ 20,000	AFS05	Monthly Admin Fee Supplier Outreach Support Services Report
Year 1	5	Sep-25	$ 500,000	DEL12	Upgrade Deployment - Upgrade Test Execution Results and Deployment Plan
Year 1	6	Oct-25	$ 97,500	MCS13 MCS14	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 1	6	Oct-25	$ 100,000	OMS06	Monthly Maintenance & Support Delivery and Summary Report
Year 1	6	Oct-25	$ 150,000	SED03	Monthly Enhancements Deployment Report

Billing Year	Billing Month #	Estimated Month	Payment Amount	Deliverable #	Service/Deliverable
Year 1	6	Oct-25	$ 20,000	AFS06	Monthly Admin Fee Supplier Outreach Support Services Report
Year 1	6	Oct-25	$ 150,000	DEL13	Leadership Action Plan
Year 1	7	Nov-25	$ 97,500	MCS15 MCS16	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 1	7	Nov-25	$ 100,000	OMS07	Monthly Maintenance & Support Delivery and Summary Report
Year 1	7	Nov-25	$ 150,000	SED04	Monthly Enhancements Deployment Report
Year 1	7	Nov-25	$ 20,000	AFS07	Monthly Admin Fee Supplier Outreach Support Services Report
Year 1	7	Nov-25	$ 150,000	DEL14	Stakeholder Impact Analysis
Year 1	8	Dec-25	$ 97,500	MCS17 MCS18 MCS19	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 1	8	Dec-25	$ 100,000	OMS08	Monthly Maintenance & Support Delivery and Summary Report
Year 1	8	Dec-25	$ 150,000	SED05	Monthly Enhancements Deployment Report
Year 1	8	Dec-25	$ 20,000	AFS08	Monthly Admin Fee Supplier Outreach Support Services Report
Year 1	8	Dec-25	$ 450,000	DEL15 DEL16 DEL17	Business Design Document (SM, S2C) Technical Design Document (SM, S2C) Requirements Traceability Matrix (SM, S2C)
Year 1	9	Dec-25	$ 150,000	DEL18	Refreshed Training Materials (SM, S2C)
Year 2	1	Jan-26	$ 97,500	MCS20 MCS21	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 2	1	Jan-26	$ 100,000	OMS09	Monthly Maintenance & Support Delivery and Summary Report
Year 2	1	Jan-26	$ 150,000	SED07	Monthly Enhancements Deployment Report
Year 2	1	Jan-26	$ 20,000	AFS09	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	1	Jan-26	$ 100,000	DEL19	Year 2 Project Plan
Year 2	2	Feb-26	$ 97,500	MCS22 MCS23	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 2	2	Feb-26	$ 100,000	OMS10	Monthly Maintenance & Support Delivery and Summary Report
Year 2	2	Feb-26	$ 150,000	SED08	Monthly Enhancements Deployment Report
Year 2	2	Feb-26	$ 20,000	AFS10	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	2	Feb-26	$ -	N/A	N/A
Year 2	3	Mar-26	$ 97,500	MCS24 MCS25 MCS26	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 2	3	Mar-26	$ 100,000	OMS11	Monthly Maintenance & Support Delivery and Summary Report
Year 2	3	Mar-26	$ 150,000	SED09	Monthly Enhancements Deployment Report
Year 2	3	Mar-26	$ 20,000	AFS11	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	3	Mar-26	$ 250,000	DEL20 DEL21	Data Migration & Conversion Plan (P2P) Supplier Enablement Strategy and Plan
Year 2	4	Apr-26	$ 97,500	MCS27 MCS28	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 2	4	Apr-26	$ 100,000	OMS12	Monthly Maintenance & Support Delivery and Summary Report
Year 2	4	Apr-26	$ 150,000	SED10	Monthly Enhancements Deployment Report

Billing Year	Billing Month #	Estimated Month	Payment Amount	Deliverable #	Service/Deliverable
Year 2	4	Apr-26	$ 20,000	AFS12	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	4	Apr-26	$ 600,000	DEL22 DEL23 DEL24	Business Design Document (P2P) Technical Design Document (P2P) Requirements Traceability Matrix (P2P)
Year 2	5	May-26	$ 97,500	MCS29 MCS30	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 2	5	May-26	$ 100,000	OMS13	Monthly Maintenance & Support Delivery and Summary Report
Year 2	5	May-26	$ 150,000	SED11	Monthly Enhancements Deployment Report
Year 2	5	May-26	$ 20,000	AFS13	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	5	May-26	$ 150,000	DEL25	Test Strategy (P2P)
Year 2	6	Jun-26	$ 97,500	MCS31 MCS32 MCS33	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 2	6	Jun-26	$ 100,000	OMS14	Monthly Maintenance & Support Delivery and Summary Report
Year 2	6	Jun-26	$ 150,000	SED12	Monthly Enhancements Deployment Report
Year 2	6	Jun-26	$ 20,000	AFS14	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	6	Jun-26	$ 150,000	DEL26	SIT Test Cases (P2P)
Year 2	7	Jul-26	$ 97,500	MCS34 MCS35	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 2	7	Jul-26	$ 100,000	OMS15	Monthly Maintenance & Support Delivery and Summary Report
Year 2	7	Jul-26	$ 150,000	SED13	Monthly Enhancements Deployment Report
Year 2	7	Jul-26	$ 20,000	AFS15	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	7	Jul-26	$ -	N/A	N/A
Year 2	8	Aug-26	$ 97,500	MCS36 MCS37	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 2	8	Aug-26	$ 100,000	OMS16	Monthly Maintenance & Support Delivery and Summary Report
Year 2	8	Aug-26	$ 150,000	SED14	Monthly Enhancements Deployment Report
Year 2	8	Aug-26	$ 20,000	AFS16	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	8	Aug-26	$ 150,000	DEL27	UAT Test Scripts (P2P)
Year 2	9	Sep-26	$ 97,500	MCS38 MCS39 MCS40	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 2	9	Sep-26	$ 100,000	OMS17	Monthly Maintenance & Support Delivery and Summary Report
Year 2	9	Sep-26	$ 150,000	SED15	Monthly Enhancements Deployment Report
Year 2	9	Sep-26	$ 20,000	AFS17	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	9	Sep-26	$ 150,000	DEL28	UAT Testing Results (P2P)
Year 2	10	Oct-26	$ 97,500	MCS41 MCS42	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 2	10	Oct-26	$ 100,000	OMS18	Monthly Maintenance & Support Delivery and Summary Report
Year 2	10	Oct-26	$ 150,000	SED16	Monthly Enhancements Deployment Report
Year 2	10	Oct-26	$ 20,000	AFS18	Monthly Admin Fee Supplier Outreach Support Services Report

Billing Year	Billing Month #	Estimated Month	Payment Amount	Deliverable #	Service/Deliverable
Year 2	10	Oct-26	$ 450,000	DEL29 DEL30 DEL31	Deployment Plan (Cutover Plan) (P2P) Training Materials and Training Delivery (P2P) Train-the-Trainer
Year 2	11	Nov-26	$ 97,500	MCS43 MCS44	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 2	11	Nov-26	$ 100,000	OMS19	Monthly Maintenance & Support Delivery and Summary Report
Year 2	11	Nov-26	$ 150,000	SED17	Monthly Enhancements Deployment Report
Year 2	11	Nov-26	$ 20,000	AFS19	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	11	Nov-26	$ 100,000	DEL32	Post Go-Live Support Plan (P2P)
Year 2	12	Dec-26	$ 97,500	MCS45 MCS46 MCS47	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 2	12	Dec-26	$ 100,000	OMS20	Monthly Maintenance & Support Delivery and Summary Report
Year 2	12	Dec-26	$ 150,000	SED18	Monthly Enhancements Deployment Report
Year 2	12	Dec-26	$ 20,000	AFS20	Monthly Admin Fee Supplier Outreach Support Services Report
Year 2	12	Dec-26	$ 125,000	DEL33	Sustainment Strategy
Year 3	1	Jan-27	$ 97,500	MCS48 MCS49	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 3	1	Jan-27	$ 100,000	OMS21	Monthly Maintenance & Support Delivery and Summary Report
Year 3	1	Jan-27	$ 150,000	SED19	Monthly Enhancements Deployment Report
Year 3	1	Jan-27	$ 20,000	AFS21	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	1	Jan-27	$ 215,000	DEL34 DEL35	Year 3 Project Plan Monthly Localization Support (P2P)
Year 3	2	Feb-27	$ 97,500	MCS50 MCS51	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 3	2	Feb-27	$ 100,000	OMS22	Monthly Maintenance & Support Delivery and Summary Report
Year 3	2	Feb-27	$ 150,000	SED20	Monthly Enhancements Deployment Report
Year 3	2	Feb-27	$ 20,000	AFS22	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	2	Feb-27	$ 115,000	DEL36	Monthly Localization Support (P2P)
Year 3	3	Mar-27	$ 97,500	MCS52 MCS53 MCS54	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 3	3	Mar-27	$ 100,000	OMS23	Monthly Maintenance & Support Delivery and Summary Report
Year 3	3	Mar-27	$ 150,000	SED21	Monthly Enhancements Deployment Report
Year 3	3	Mar-27	$ 20,000	AFS23	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	3	Mar-27	$ 115,000	DEL37	Monthly Localization Support (P2P)
Year 3	4	Apr-27	$ 97,500	MCS55 MCS56	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 3	4	Apr-27	$ 100,000	OMS24	Monthly Maintenance & Support Delivery and Summary Report
Year 3	4	Apr-27	$ 150,000	SED22	Monthly Enhancements Deployment Report
Year 3	4	Apr-27	$ 20,000	AFS24	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	4	Apr-27	$ 115,000	DEL38	Monthly Localization Support (P2P)

Billing Year	Billing Month #	Estimated Month	Payment Amount	Deliverable #	Service/Deliverable
Year 3	5	May-27	$ 97,500	MCS57 MCS58	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 3	5	May-27	$ 100,000	OMS25	Monthly Maintenance & Support Delivery and Summary Report
Year 3	5	May-27	$ 150,000	SED23	Monthly Enhancements Deployment Report
Year 3	5	May-27	$ 20,000	AFS25	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	5	May-27	$ 115,000	DEL39	Monthly Localization Support (P2P)
Year 3	6	Jun-27	$ 97,500	MCS59 MCS60 MCS61	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 3	6	Jun-27	$ 100,000	OMS26	Monthly Maintenance & Support Delivery and Summary Report
Year 3	6	Jun-27	$ 150,000	SED24	Monthly Enhancements Deployment Report
Year 3	6	Jun-27	$ 20,000	AFS26	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	6	Jun-27	$ 115,000	DEL40	Monthly Localization Support (P2P)
Year 3	7	Jul-27	$ 97,500	MCS62 MCS63	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 3	7	Jul-27	$ 100,000	OMS27	Monthly Maintenance & Support Delivery and Summary Report
Year 3	7	Jul-27	$ 150,000	SED25	Monthly Enhancements Deployment Report
Year 3	7	Jul-27	$ 20,000	AFS27	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	7	Jul-27	$ 115,000	DEL41	Monthly Localization Support (P2P)
Year 3	8	Aug-27	$ 97,500	MCS64 MCS65	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 3	8	Aug-27	$ 100,000	OMS28	Monthly Maintenance & Support Delivery and Summary Report
Year 3	8	Aug-27	$ 150,000	SED26	Monthly Enhancements Deployment Report
Year 3	8	Aug-27	$ 20,000	AFS28	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	8	Aug-27	$ 115,000	DEL42	Monthly Localization Support (P2P)
Year 3	8	Aug-27	$ 650,000	DEL43	Upgrade Deployment - Upgrade Test Execution Results and Deployment Plan
Year 3	9	Sep-27	$ 97,500	MCS66 MCS67 MCS68	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 3	9	Sep-27	$ 100,000	OMS29	Monthly Maintenance & Support Delivery and Summary Report
Year 3	9	Sep-27	$ 150,000	SED27	Monthly Enhancements Deployment Report
Year 3	9	Sep-27	$ 20,000	AFS29	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	9	Sep-27	$ 115,000	DEL44	Monthly Localization Support (P2P)
Year 3	10	Oct-27	$ 97,500	MCS69 MCS70	Weekly Status Report & RAID Log Monthly Contract Management Plan Report
Year 3	10	Oct-27	$ 100,000	OMS30	Monthly Maintenance & Support Delivery and Summary Report
Year 3	10	Oct-27	$ 150,000	SED28	Monthly Enhancements Deployment Report
Year 3	10	Oct-27	$ 20,000	AFS30	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	10	Oct-27	$ 115,000	DEL45	Monthly Localization Support (P2P)
Year 3	11	Nov-27	$ 97,500	MCS71 MCS72	Weekly Status Report & RAID Log Monthly Contract Management Plan Report

Billing Year	Billing Month #	Estimated Month	Payment Amount	Deliverable #	Service/Deliverable
Year 3	11	Nov-27	$ 100,000	OMS31	Monthly Maintenance & Support Delivery and Summary Report
Year 3	11	Nov-27	$ 150,000	SED29	Monthly Enhancements Deployment Report
Year 3	11	Nov-27	$ 20,000	AFS31	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	11	Nov-27	$ 115,000	DEL46	Monthly Localization Support (P2P)
Year 3	12	Dec-27	$ 97,500	MCS73 MCS74 MCS75	Weekly Status Report & RAID Log Monthly Contract Management Plan Report Quarterly Quality Assurance Report
Year 3	12	Dec-27	$ 100,000	OMS32	Monthly Maintenance & Support Delivery and Summary Report
Year 3	12	Dec-27	$ 150,000	SED30	Monthly Enhancements Deployment Report
Year 3	12	Dec-27	$ 20,000	AFS32	Monthly Admin Fee Supplier Outreach Support Services Report
Year 3	12	Dec-27	$ 115,000	DEL47	Monthly Localization Support (P2P)
Sub-Total			**$ 18,565,000**		
Year 1 - Travel Expenses			**$ 465,000**		
Year 2 - Travel Expenses			**$ 390,000**		
Year 3 - Travel Expenses			**$ 390,000**		
Sub-Total			**$ 1,245,000**		
Total			**$ 19,810,000**		

Appendix D

Addendum for Managed Services - Government

This Addendum for Managed Services - Government ("Addendum") amends the appended agreement ("Contract") by and between the State ("Client") and KPMG LLP ("KPMG"). Any capitalized term not defined in this Addendum will have the meaning ascribed to it in the Contract (as applicable).

1. Definitions.

(a) "Authorized User" means employees or individual contractors of Client provided with user accounts in order to access and use KPMG Materials. Other persons or parties may be given access as an Authorized User upon request and written confirmation from KPMG.

(b) "Client Materials" means any and all materials, facilities, network, hardware, systems, software, data, and other equipment and information that in each case is owned by or licensed or leased to Client (including any Third-Party Materials and Client Systems), which is uploaded to eMaryland Marketplace Advantage (eMMA)) or to which KPMG is provided with access in connection with the services, that may be used by KPMG in providing the services and Deliverables pursuant to the Contract.

(c) "Client Systems" means any and all network, hardware, systems, software, and equipment that are hosted by Client or on Client's behalf or remain in Client's control (including any Third-Party Materials). For the avoidance of doubt, Client Systems (such as eMMA)) are considered Client Materials.

(d) "Documentation" means all documents and material (in any language, format, or medium) that are normally supplied by KPMG to its clients to aid in the use and operation of the eMMA, and all modifications to such documents and material that are made by or on behalf of KPMG from time to time. For the avoidance of doubt, the Documentation is KPMG Property and not a Deliverable.

(e) "KPMG Materials " means any software, tool or other product which KPMG may make available to Client, including any supporting service. For the avoidance of doubt, eMMA is not KPMG property and is not included in the definition of KPMG Materials.

(f) "Third-Party Materials" means third-party hardware, software, and other third-party items used by or provided to KPMG in connection with the services.

2. The Solution.

(a) During the term of the Contract, eMMA shall conform to the Documentation in all material aspects. KPMG may modify the eMMA at any time. KPMG shall inform Client of any material changes in functionality that may affect Authorized Users' use of eMMA.

(b) KPMG shall use commercially reasonable anti-malware software to scan Emma but does not warrant that eMMAwill be free from malware. Client agrees that Client, and Client's Authorized Users, shall use commercially reasonable anti-malware software to scan Client's systems that access eMMA and any information before it is uploaded to eMMA.

3. Termination.

4. Disclaimer and Limitation of Liability.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THE CONTRACT OR THIS ADDENDUM, THE KPMG MATERIALS, SERVICES, AND DELIVERABLES ARE PROVIDED “AS IS” “AS AVAILABLE” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. KPMG DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF THE KPMG MATERIALS OR DELIVERABLES. KPMG DOES NOT REPRESENT OR WARRANT THAT DATA, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE KPMG MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. KPMG EXPRESSLY DISCLAIMS AND MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CLIENT MATERIALS (INCLUDING-THIRD

5. PARTY MATERIALS). Cooperation; Use of information and Client Materials.

(a) Client shall perform the responsibilities and provide the resources set forth in the SOW. If Client does not provide KPMG with the foregoing, Client acknowledges that KPMG’s ability to provide the services may be adversely affected.

(b) With respect to any Client Materials to which KPMG is provided with access in connection with the services, Client hereby grants to KPMG a non-exclusive, transferable, sublicensable, paid-up, royalty-free right and license to use, copy, modify, display, make derivative works of, host, and transmit such Client Materials to the extent necessary for KPMG to provide the services to Client. Client represents and warrants that Client has all of the necessary rights to grant the foregoing license to the Client Materials to KPMG.

(c) If applicable in connection with the services, KPMG and KPMG Resources shall access Client Systems involved in the receipt and/or use of the services through means and processes mutually agreed between the parties in writing; provided Client takes full responsibility for all security and privacy risks related to Client Systems.

6. Use of KPMG Resources.

(a) KPMG, KPMG Member Firms, and third parties, which may be located in other territories (collectively, the “KPMG Resources”), may access and use Client’s information to provide certain internal, administrative, and/or regulatory compliance operations and functions, including maintaining independence, performing conflict checks, and information technology support, including cloud hosting.

(b) In addition, KPMG may use KPMG Resources to directly assist in the performance of the services, for example via subcontracting or contingent workforce personnel. KPMG shall, however, remain responsible for the performance of services and actions of its Member Firms and third parties.

(c) Client agrees that Client has the right to share, and KPMG may disclose, Client's Confidential Information to such KPMG Resources and these KPMG Resources may have access to and use Client's Confidential Information for the purposes described in this Paragraph 6.

(d) KPMG has technical, legal, and/or other safeguards, measures, and controls in place to protect Client's Confidential Information from unauthorized disclosure or use. Any services performed by a KPMG Resource shall be performed in accordance with the terms of the Contract, but KPMG shall remain responsible to Client for the performance of such services and for the use or disclosure of Client's Confidential Information in an unauthorized manner due to breach of the Contract or failure of any KPMG Resources to exercise reasonable care.

(e) Any claim relating to the services under the Contract may only be made against KPMG and not any other KPMG Firm or third party referred to above.

7. Access to the Solution.

(a) Subject to this Addendum and any other restrictions set forth in the Contract and the payment of all applicable fees, KPMG hereby grants a non-exclusive, non-transferrable, limited license during the term of the Contract to Client and Client's Authorized Users to access and use KPMG Materials. KPMG will deactivate all Authorized User accounts (involving the KPMG Materials) upon the expiration or termination of the Contract. The KPMG Materials and Documentation are the confidential and propriety information of KPMG and its licensors. Client shall hold the KPMG Materials and Documentation in confidence and not disclose such to any other party (except Authorized Users subject to obligations of confidentiality) without KPMG's prior written permission except to the extent disclosure is required by law.

(b) Authorized User passwords may not be shared or distributed. Client is responsible for any unauthorized access resulting from Client's, or Client's Authorized Users' use of, or failure to protect, their passwords. In the event Client elects to use federated user authentication, Client acknowledges and agrees that Client shall be solely responsible for verifying the identity of users and for managing user credentials. Client shall notify KPMG if an Authorized User is no longer employed, or permitted, by Client to use the KPMG Materials.

(c) Reserved.

(d) Reserved.

(e) KPMG grants Client and Client's employees and individual contractors a perpetual, non-transferable, worldwide, limited right and license to reproduce, display, and use any reports generated by Authorized Users during the Term of the Contract only for Client's internal business purposes. Client's auditors, agents, and contractors providing administrative or professional advice to Client may also use the reports pursuant to a confidentiality agreement with Client.

(f) Except to the extent expressly authorized or permitted herein or by applicable law without the possibility of contractual waiver, Client and Client's Authorized Users shall not, and shall not cause, facilitate, permit, or encourage a third party to (1) reproduce, reverse engineer, decompile, modify, disassemble, reverse compile the KPMG Materials, or perform any similar type of operation, in any fashion or for any purpose, (2) sublicense, transfer, or assign Client's right to use and access the KPMG Materials, (3) take any action that is likely to adversely affect the operation of the KPMG Materials , (4) use the KPMG Materials in excess of the contractual limitations on usage or circumvent its technological measures to control access, (5) access the KPMG Materials for the purpose of developing or operating products or services intended to be offered to third parties in competition with the KPMG Materials, or (6) use the KPMG Materials to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or otherwise engage in a malicious act or disrupt its security, integrity, or operation. Client may not provide Client's third party contractors or service providers with access to the KPMG Materials except with KPMG's express written permission, which shall not be unreasonably withheld.

8. Miscellaneous.

(a) Export Control. To the extent that Client and Authorized Users access the KPMG Materials from outside the United States, Client is responsible for complying with any import or export restrictions relating to such access.